## BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

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In the Matter of the Application of North Coast Gas Transmission LLC for Approval of a Natural Gas Transportation Service Agreement Amendment.

Case No. 17-1911-PL-AEC

## <u>APPLICATION FOR APPROVAL OF A NATURAL GAS</u> TRANSPORTATION SERVICE AGREEMENT AMENDMENT

Pursuant to Section 4905.31, Revised Code, North Coast Gas Transmission LLC ("North Coast") respectfully requests approval of a certain natural gas transportation service agreement amendment. In support of this application, North Coast states as follows:

1. The Public Utilities Commission of Ohio (the "Commission") previously authorized North Coast to operate as an intrastate pipeline company in Case No. 04-265-PL-ATA. As an intrastate pipeline company subject to the Commission's jurisdiction, North Coast owns and operates a series of pipelines in the northern tier of Ohio, including the Toledo-Marion 6-inch Pipeline, the Buckeye 425 Pipeline, the Buckeye 10-inch Pipeline, the Ashland 8-inch Pipeline, and the Parma Expansion 10-inch Pipeline (collectively, the "NCGT System").

2. On August 23, 2004, North Coast and Orwell Natural Gas Company ("Orwell") entered into a natural gas service agreement for interruptible delivery service (the "Orwell Agreement"). The Orwell Agreement was subsequently amended on April 20, 2005, October 10, 2006, August 7, 2008, and June 8, 2010. The Orwell Agreement and these four amendments were approved by the Commission's Finding and Order dated December 8, 2010 in Case No. 10-2535-PL-AEC. By amendments dated May 29, 2012, September 30, 2013, November 10, 2015 and October 19, 2016 the parties extended the Orwell Agreement and restated other terms previously approved by the Commission.

3. On December 4, 2015, North Coast filed an application for approval of an amendment to the Orwell Natural Gas Company natural gas service agreement to provide monthly gas balancing services effective November 1, 2015. This application was approved by the Commission in Case No. 15-1997-PL-AEC on June 1, 2016.

4. On October 13, 2016, North Coast and Orwell agreed to amend the Orwell Agreement to address monthly gas balancing services. Orwell requested that North Coast provide monthly gas balancing services to provide flexibility to Orwell with its daily nominations to the NCGT System.

5. On August 30, 2017, North Coast and Orwell again agreed to amend the Orwell Agreement (the "Orwell Amendment") to address monthly gas balancing services. Orwell requested that North Coast provide monthly gas balancing services to provide flexibility to Orwell with its daily nominations to the NCGT System.

6. Effective November 1, 2017, the Orwell Amendment (i) extends the term of the Orwell Agreement to be effective from November 1, 2017 through March 31, 2018; (ii) provides a maximum monthly quantity; (iii) provides a maximum daily quantity; (iv) provides a balancing rate; (v) provides a monthly charge equal to the balancing rate multiplied by the maximum monthly quantity; (vi) provides primary service consisting of daily swing rights up to the Maximum Daily Quantity subject to the Maximum Monthly Quantity on a best efforts basis; and (vii) sets forth other terms regarding North Coast's provision of gas balancing services. The gas balancing Orwell Amendment is attached hereto as Exhibit A.

7. The attached gas balancing Orwell Amendment is between North Coast and a shipper who needs transport and natural gas balancing services. The Orwell Amendment contains information that is proprietary and should not be disclosed to the public. Although any

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rates and volumes in the Orwell Amendment have been redacted, they have been submitted under seal to the Commission and its Staff for review in accordance with Rule 4901-1-24(D), Ohio Administrative Code.

8. A motion for a protective order seeking protection of the Orwell Amendment's rates, and volumes, were filed simultaneously with this Application.

9. North Coast submits that the Orwell Amendment is a reasonable arrangement, in the public interest, and should be approved pursuant to Section 4905.31, Revised Code.

WHEREFORE, pursuant to Section 4905.31 of the Revised Code, North Coast respectfully requests that the Commission approve the gas balancing Orwell Amendment attached as Exhibit A to this Application.

Respectfully submitted,

Stephen M. Howard

Michael J. Settineri (0073369) Stephen M. Howard (0022421) Scott M. Guttman (0086639) VORYS, SATER, SEYMOUR AND PEASE LLP 52 East Gay Street P.O. Box 1008 Columbus, Ohio 43216-1008 Tel: (614) 464-5462 Email: <u>mjsettineri@vorys.com</u> <u>smhoward@vorys.com</u> smguttman@vorys.com

Attorneys for North Coast Gas Transmission LLC

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# **EXHIBIT** A

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#### NORTH COAST GAS TRANSMISSION, LLC.



445 Hutchinson Ave. Sulte 830 Columbus, OH 43235 Phone: (614) 505-7416 Fax: (614) 505-7212 jwesterfield@somerselgas.com

Jerry Westerfield Vice President, Commercial Activity

August 30, 2017

Mr. Michael Zappitello Orwell Natural Gas 8470 Station Street Mentor, OH 44077

Dear Mr. Zappitello:

This Letter Agreement ("Agreement") shall be incorporated with Contract IT 30000-A between Orwell Natural Gas ("Customer") and North Coast Gas Transmission, LLC ("Company").

Effective November 1, 2017:

Company will, on a best efforts basis, provide Customer with Monthly Balancing Service with the following terms:

- Term: November 1, 2017 through March 31, 2018
- Maximum Monthly Quantity (MMQ):
- Maximum Daily Quantity (MDQ):
- Balancing Rate per Dth
- Primary Service: Daily swing rights up to the MDQ subject to the MMQ on a best efforts basis
- Other Terms:
  - Service only available for three (3) consecutive days
  - o Minimum of three (3) days required between service requests
  - Total deliveries to Orwell limited to monthly confirmed uniform daily scheduled quantities
  - If Company cannot perform Balancing Service due to operational constraints, Company will refund Customer the quantities requested up to the MMQ that were not delivered times the balancing rate

All other terms and conditions of Contract IT 30000-A shall remain in full force and effect.

Please indicate your acceptance by signing below and returning a copy of this letter to the attention of Jerry Westerfield at the above address.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this  $\frac{30^{H}}{4}$  day of  $\frac{1}{4}$  day of  $\frac{1}{20151}$  2017.

## **Orwell Natural Gas**

By: Procurancas. Title: Title: DIRECTON OF CENS O1 30 17 Date: \_

# North Coast Gas Transmission, LLC

By Date:

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

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in

Case No(s). 17-1911-PL-AEC

Summary: Application for Approval of a Natural Gas Transportation Service Agreement Amendment electronically filed by Mr. Stephen M Howard on behalf of North Coast Gas Transmission LLC