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November 8, 2007

Attached Application and Attachments A and B are not in electronic format.

Ms. Reneé Jenkins Secretary, Public Utilities Commission of Ohio 180 East Broad Street, 13th Floor Columbus, Ohio 43215-3793

North Coast Gas Transmission LLC

Case No. 07-1172-PL-AEC

Dear Ms. Jenkins:

Please find attached the Application of North Coast Gas Transmission LLC for approval of a new contract and an Amendment to an existing contract. The Amendment is appended to the Application as Attachment A and the new contract is appended as Attachment B. Attachments A and B have volume, price, and shrinkage factor information redacted from the public version. A Motion for a Protective Order is being filed separately in this case. Unredacted copies of Attachments A and B are being submitted under seal.

Thank you in advance for your cooperation.

Sincerely yours,

/s/

Stephen M. Howard Attorneys for North Coast Gas Transmission LLC

SMH/jab **Enclosures**

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of

North Coast Gas Transmission LLC

Case No. 07-1172-PL-AEC

for Approval of a New Contract and an

Amendment to an Existing Contract

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APPLICATION

Pursuant to Section 4905.31, Revised Code, North Coast Gas Transmission LLC ("North Coast") respectfully requests that the Commission approve an amendment to the existing approved contract for pipeline transport between North Coast and BP Canada Marketing Corp., dated August 28, 2007 and a new contract with BP Canada Marketing Corp. dated October 26, 2007. In support of this application North Coast makes the following statements.

- 1. In its March 30, 2004 Finding and Order in Case No. 04-265-PL-ATA, the Commission authorized North Coast to operate as an intrastate pipeline company in Ohio subject to the Commission's regulation. In its application, North Coast, in light of the predominately wholesale nature of its transportation business and the fact that it was only expecting a few shippers, requested that the rates and terms for transport be individually approved by the Commission pursuant to Section 4905.31, Revised Code.
- 2. North Coast owns the rights to the Buckeye 425 Pipeline, the Buckeye 10-inch Pipeline, and the Ashland 8-inch Pipeline (hereinafter referred to as the ("NCGT System"). The NCGT System operates across the northern tier of Ohio with interconnections into the Dominion East Ohio, Columbia Gas of Ohio, and KNG Energy Service territories. At this time, North Coast does not engage in distribution services.

- Natural Gas Transportation Agreement with BP Canada Energy Marking Corp. (The August 28, 2007 Agreement with BP Canada Energy Agreement was filed in Case No. 07-1067-PL-AEC.)

 This amendment adds certain language to the MDQ provision of Exhibit B; establishes a commodity charge for applicable additional quantities for Findlay and Fostoria, for Norwalk and Oberlin, and for Hinckley; establishes a shrinkage factor for all additional quantities; and adds language to the Special Conditions provision of Exhibit B. This amendment is attached as Attachment A.
- 4. North Coast, subject to the approval of the Commission, has also entered into a new Natural Gas Transportation Service Agreement with BP Canada Marketing Corp. dated October 26, 2007. This agreement is for the upcoming heating year November 1, 2007 through March 31, 2008. This new agreement is attached as Attachment B.
- 5. All of North Coast's transport customers conduct retail natural gas sales and thus the services purchased via the attached contracts are in the nature of wholesale services.
- 6. North Coast has filed the above described amendment and the new contract for public review, save for the volume, price, and shrinkage factor which has been redacted for competitive reasons. The new contract and the amendment are with wholesale shippers engaged in retail natural gas sales, and thus the amount of capacity and the price are proprietary information which should not be disclosed to the public.
- 7. A motion for a protective order seeking protection of the price, volume, and shrinkage information in the amendment and the new contract was filed simultaneously with this application.

8. Confidential and proprietary information consisting of rates, volumes, and shrinkage factors have been redacted from the new agreement and the amendment, but provided to the Commission and its Staff for review in accordance with Rule 4901-1-24(D) of the Ohio Administrative Code.

9. North Coast submits that the attached new arrangement and amendment are reasonable and should be approved pursuant to Section 4905.31, Revised Code.

WHEREFORE, North Coast Gas Transmission LLC respectfully requests that the Commission, pursuant to Section 4905.31, Revised Code, approve both the amendment (Attachment A) of an existing contract and the new arrangement (Attachment B) appended to this Application.

Respectfully submitted,

M. Howard Petricoff (0008287)

Stephen M. Howard (0022421)

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Attorneys for North Coast Gas Transmission LLC

ATTACHMENT A

NORTH COAST GAS TRANSMISSION, LLC.



250 East Broad St. Suite 1220 Columbus, OH 43215

Fax: (614) 545-0496 E-mail: mcalderone@somersetgas.com

Phone: (614) 545-0488

Michael Calderone Senior Vice President

September 27, 2007

Mr. Brad Spanski BP Canada Energy Marketing Corp. 300 East Front Street, Suite 440 Traverse City, MI 49684

Dear Brad:

North Coast Gas Transmission ("NCGT") and BP Canada Energy Marketing Corp. ("BP") are parties to a Natural Gas Transportation Agreement dated August 28, 2007 ("Agreement") whereby NCGT transports natural gas to certain Columbia of Ohio interconnections on behalf of BP. The parties hereby amend the Agreement as follows:

- 1. The following language is hereby added to the MDQ provision of Exhibit B: "ADDITIONAL QUANTITIES. In addition to the quantities set forth above, Shipper shall be entitled to firm capacity for quantities in excess of the base load MDQ up to a maximum quantity which represents for the meter space at each of the delivery points at a temperature of 50° F during November and March and 45° F during December through February. The additional quantity shall be determined by subtracting the base load MDQ set forth above from for the meter space available determined by Exhibit C at each delivery point based on the day's temperature. Exhibit C is attached hereto and made a part of the Agreement) On any day during the period of November through March that Additional Quantities are available, Shipper shall be obligated to pay the Commodity Charge applicable to Additional Quantities regardless of whether Shipper tenders quantities to Transporter for transportation under the Agreement."
- 2. The following language is hereby added to the Rate provisions of Exhibit B: "The Commodity Charge applicable for Additional Quantities shall be for Findlay and Fostoria. for Norwalk and Oberlin and for Hinckley. Shrinkage for all additional Quantities shall be
- 3. The following paragraph is added to the **Special Conditions** provision of Exhibit B: In addition to the quantity of Crossroads capacity North Coast is obligated to release to Shipper as set forth above, North Coast shall release to Shipper for the winter months only (November through March) 4141

MMBtu/day of Crossroads capacity. This capacity will be released to Shipper at the maximum rate and will only be recallable in the event of nonpayment by Shipper of either North Coast or Crossroads transportation charges due under this Agreement.

4. All other terms and conditions of the Agreement shall remain in full force and effect.

If the foregoing accurately represents your understanding of our agreement, please execute the duplicate originals of this letter in the space provided below and return one original to me for my files.

Sincerely,

ACCEPTED AND AGREED TO

THIS 4 DAY OF 0, 2007

BP CANADA ENERGY MARKETING CORP.

 $\mathbf{R}\mathbf{V}$

NAME: l'Eter

ITS:

±\$**

Findlay Daily Temperature/Demand Curves

-	Monthly Do	mande										
Temps.	Monthly De <u>Jan</u>	Feb	Mar	Apr	May	<u>Jun</u>	<u> </u>	Aug	Sep	<u>Oct</u>	Nov	Dec
65	1,600	1,600	1,600	1,600	1,600	1,500	1,500	1,500	1,600	1,600	1,600	1,600
64	1,600	1,600	1,600	1,600	1,600	1,500	1,500	1,500	1,600	1,600	1,600	1,600
63		1,600	1,600	1,600	1,600	1,500	1,500	1,500	1,600	1,600	1,600	1,600
62 61		1,600 1,600	1,600 1,600	1,600 1,600	1,600 1,600	1,500 1,500	1,500 1,500	1,500 1,500	1,600 1,600	1,600 1,600	1,600 1,600	1,600 1,600
60		1,600	1,600	1,600	1,600	1,500	1,500	1,500	1,600	1,600	1,600	1,600
59	1,600	1,600	1,600	1,600	1,600	1,500	1,500	1,500	1,600	1,600	1,600	1,600
58 57		1,600 1,600	1,600 1,600	1,600 1,600	1,600 1,600	1,500 1,500	1,500 1,500	1,500 1,500	1,600 1,600	1,600 1,600	1,600 1,600	1,600 1,600
56		1,600	1,600	1,600	1,600	1,500	1,500	1,500	1,600	1,600	1,600	1,600
55		1,679	1,600	1,600	1,600	1,500	1,500	1,500	1,600	1,600	1,605	1,600
54		1,816	1,600	1,600	1,600	1,500	1,500	1,500	1,600	1,600	1,714	1,600
53 52		1,952 2,088	1,600 1,638	1,600 1,600	1,600 1,600	1,500 1,500	1,500 1,500	1,500 1,500	1,600 1,600	1,600 1,642	1,824 1,933	1,613 1,758
51		2,225	1,784	1,655	1,600	1,500	1,500	1,500	1,600	1,742	2,043	1,902
50	2,658	2,361	1,931	1,750	1,600	1,500	1,500	1,500	1,600	1,842	2,152	2,047
49		2,497	2,078	1,845	1,600	1,500	1,500	1,500 1,500	1,600	1,942 2,042	2,262	2,192
48 47		2,634 2,770	2,224 2,371	1,940 2,035	1,600 1,600	1,500 1,500	1,500 1,500	1,500	1,600 1,600	2,142	2,371 2,481	2,336 2,481
46		2,906	2,518	2,130	1,600	1,500	1,500	1,500	1,600	2,242	2,590	2,626
45		3,043	2,664	2,225	1,600	1,500	1,500	1,500	1,600	2,342	2,700	2,770
44		3,179 3,315	2,811 2,958	2,320 2,415	1,600 1,600	1,500 1,500	1,500 1,500	1,500 1,500	1,600 1,600	2,442 2,542	2,809 2,919	2,915 3,059
43 42		3,452	3,104	2,510	1,600	1,500	1,500	1,500	1,600	2,642	3,028	3,204
41		3,588	3,251	2,605	1,600	1,500	1,500	1,500	1,600	2,742	3,138	3,349
40		3,725	3,397	2,700	1,600	1,500	1,500	1,500	1,600	2,842	3,247	3,493
39 38		3,861 3,997	3,544 3,691	2,795 2,890	1,600 1,600	1,500 1,500	1,500 1,500	1,500 1,500	1,600 1,600	2,942 3,042	3,357 3,466	3,638 3,783
37		4,134	3,837	2,985	1,600	1,500	1,500	1,500	1,600	3,142	3,576	3,927
36		4,270	3,984	3,080	1,600	1,500	1,500	1,500	1,600	3,242	3,686	4,072
35		4,406	4,131	3,175	1,600	1,500	1,500	1,500	1,600	3,342	3,795	4,216
34 . 33		4,543 4,679	4,277 4,424	3,270 3,365	1,600 1,600	1,500 1,500	1,500 1,500	1,500 1,500	1,600 1,600	3,442 3,542	3,905 4,014	4,361 4,506
32		4,815	4,571	3,460	1,600	1,500	1,500	1,500	1,600	3,642	4,124	4,650
31	5,133	4,952	4,717	3,555	1,600	1,500	1,500	1,500	1,600	3,742	4,233	4,795
30		5,088	4,864	3,650	1,600 1,600	1,500 1,500	1,500 1,500	1,500 1,500	1,600 1,600	3,842 3,942	4,343 ≟≇ 4,452	≱ 4,940 5,084
29 28		5,224 5,361	5,011 5,157	3,745 3,840	1,600	1,500	1,500	1,500	1,600	4,042	4,562	5,229
27		5,497	5,304	3,935	1,600	1,500	1,500	1,500	1,600	4,142	4,671	5,373
26		5, 633	5,451	4,030	1,600	1,500	1,500	1,500	1,600	4,242	4,781	5,518
25 24		5,770 5,906	5,597 5,744	4,125 4,220	1,600 1,600	1,500 1,500	1,500 1,500	1,500 1,500	1,600 1,600	4,342 4,442	4,890 5,000	5,663 5,807
23		6,043	5,891	4,315	1,600	1,500	1,500	1,500	1,600	4,542	5,109	5,952
22	6,306	6,179	6,037	4,410	1,600	1,500	1,500	1,500	1,600	4,642	5,219	6,097
- 21		6,315	6,184	4,505	1,600	1,500	1,500	1,500 1,500	1,600 1,600	4,742 4,842	5,328 5,438	6,241 6,386
20 19		6,452 6,588	6,331 6,477	4,600 4,695	1,600 1,600	1,500 1,500	1,500 1,500	1,500	1,600	4,942	5,547	6,530
18		6,724	6,624	4,790	1,600	1,500	1,500	1,500	1,600	5,042	5,657	6,675
17		6,861	6,770	4,885	1,600	1,500	1,500	1,500	1,600	5,142	5,767	6,820
16 15		6,997 7,133	6,917 7,064	4,980 5,075	1,800 1,600	1,500 1,500	1,500 1,500	1,500 1,500	1,600 1,600	5,242 5,342	5,876 5,986	6,964 7,109
14		7,133	7,004	5,170	1,600	1,500	1,500	1,500	1,600	5,442	6,095	7,254
13		7,406	7,357	5,265	1,600	1,500	1,500	1,500	1,600	5,542	6,205	7,398
12		7,542	7,504	5,360	1,600	1,500	1,500	1,500	1,600	5,642	6,314	7,543
11 10		7,679 7,815	7,650 7,797	5,455 5,550	1,600 1,600	1,500 1,500	1,500 1,500	1,500 1,500	1,600 1,600	5,742 5,842	6,424 6,533	7,687 7,832
9		7,951	7,944	5,645	1,600	1,500	1,500	1,500	1,600	5,942	6,643	7,977
€		8,088	8,090	5,740	1,600	1,500	1,500	1,500	1,600	6,042	6,752	8,121
7		8,224 8,361	8,237 8,384	5,835 5,930	1,600 1,600	1,500 1,500	1,500 1,500	1,500 1,500	1,600 1,600	6,142 6,242	6,862 6,971	8,266 8,411
6 5		8,497	8,530	6,025	1,600	1,500	1,500	1,500	1,600	6,342	7,081	8,555
4	8,652	8,633	8,677	6,120	1,600	1,500	1,500	1,500	1,600	6,442	7,190	8,700
3		8,770	8,824	6,215	1,600 1,600	1,500	1,500 1,500	1,500 1,500	1,600 1,600	6,542 6,642	7,300 7,409	8,844 8,989
2		8,906 9,042	8,970 9,117	6,310 6,405	1,600	1,500 1,500	1,500	1,500	1,600	6,742	7,519	9,134
Ċ		9,179	9,264	6,500	1,600	1,500	1,500	1,500	1,600	6,842	7,628	9,278
-1		9,315	9,410	6,595	1,600	1,500	1,500	1,500	1,600	6,942	7,738	9,423
-2 -3		9,451 9,588	9,557 9,704	6,690 6,785	1,600 1,600	1,500 1,500	1,500 1,500	1,500 1,500	1,600 1,600	7,042 7,142	7,847 7,957	9,568 9,712
-4		9,724	9,850	6,880	1,600	1,500	1,500	1,500	1,600	7,242	8,067	9,857
-6	9,824	9,860	9,997	6,975	1,600	1,500	1,500	1,500	1,600	7,342	8,176	10,001
-6		9,997	10,143	7,070	1,600	1,500	1,500	1,500	1,600	7,442	8,286	10,146
-7 -8		10,133 10,269	10,290 10,437	7,165 7,260	1,600 1,600	1,500 1,500	1,500 1,500	1,500 1,500	1,600 1,600	7,542 7,642	8,395 8,505	10,291 10,435
-ç		10,205	10,583	7,355	1,600	1,500	1,500	1,500	1,600	7,742	8,614	10,580
-10	10,476	10,542	10,730	7,450	1,600	1,500	1,500	1,500	1,600	7,842	8,724	10,725
-11		10,679	10,877	7,545	1,600	1,500	1,500	1,500	1,600	7,942	8,833 8,943	10,869 11,014
-12 -13		10,815 10,951	11,023 11,170	7,640 7,735	1,600 1,600	1,500 1,500	1,500 1,500	1,500 1,500	1,600 1,600	8,042 8,142	8,943 9,052	11,014
-14		11,088	11,317	7,830	1,600	1,500	1,500	1,500	1,600	8,242	9,162	11,303
-15		11,224	11,463	7,925	1,600	1,500	1,500 ·	1,500	1,600	8,342	9,271	11,448

Exhibit C

Fostoria Daily Temperature/Demand Curves

-	Monthly De								_			_
Temps.	<u>Jan</u>	<u>Feb</u>	Mar	Apr	May	<u>Jun</u>	<u>Jul</u>	Aug	<u>Sep</u>	<u>Oct</u>	Nov	Dec
65		4,400	4,400	3,500	3,100	2,650	2,450	2,600	2,750	3,200	4,300	5,000
64 63	5,000 5,000	4,400 4,400	4,400 4,400	3,500 3,500	3,100 3,100	2,650 2,650	2,450 2,450	2,600 2,600	2,750 2,750	3,200 3,233	4,300 4,300	5,000 5,000
62	5,000	4,400	4,400	3,500	3,100	2,650	2,450	2,600	2,750	3,344	4,300	5,000
61	5,000	4,400	4,400	3,500	3,100	2,650	2,450	2,600	2,750	3,455	4,300	5,000
60 59	5,000 5,000	4,400 4,423	4,400 4,400	3,500 3,582	3,100 3,100	2,650 2,650	2,450 2,450	2,600 2,600	2,750 2,750	3,566 3,677	4,300 4,300	5,000 5,000
58	5,000	4,569	4,400	3,705	3,100	2,650	2,450	2,600	2,750	3,789	4,300	5,000
57	5,000	4,716	4,400	3,828	3,100	2,650	2,450	2,600	2,750	3,900	4,300	5,000
56	5,000	4,863	4,550	3,951	3,100	2,650	2,450	2,600	2,750	4,011	4,300	5,000
55 54	5,000 5,000	5,009 5,156	4,703 4,855	4,074 4,197	3,100 3,100	2,650 2,650	2,450 2,450	2,600 2,600	2,750 2,750	4,122 4,233	4,300 4,307	5,000 5,000
53.	5,141	5,302	5,008	4,320	3,100	2,650	2,450	2,600	2,750	4,344	4,455	5,000
52	5,301	5,449	5,161	4,443	3,100	2,650	2,450	2,600	2,750	4,455	4,602	5,000
51 50	5,462 5,622	5,596 5,742	5,314 5,466	4,566 4,689	3,100 3,100	. 2,650 2,650	2,450 2,450	. 2,600 2,600	2,750 2,750	4,566 4,678	4,750 4,898	5,000 5,147
49	5,782	5,889	5,619	4,811	3,100	2,650	2,450	2,600	2,750	4,789	5,045	5,301
48	5,942	6,036	5,772	4,934	3,100	2,650	2,450	- 2,600	2,750	4,900	5,193	5,456
47	6,103	6,182	5,924	5,057	3,100	2,650	2,450	2,600	2,750	5,011	5,340	5,610
46 45	6,263 6,423	6,329 6,476	6,077 6,230	5,180 5,303	3,100 3,100	2,650 2,650	2,450 2,450	2,600 2,600	2,750 2,750	5,122 5,233	5,488 5,636	5,765 5,919
44	6,583	6,622	6,382	5,426	3,100	2,650	2,450	2,600	2,750	5,344	5,783	6,074
43	6,743	6,769	6,535	5,549	3,100	2,650	2,450	2,600	2,750	5,455	5,931	6,228
42	6,904	6,916	6,688	5,672 5,795	3,100 3,100	2,650 2,650	2,450 2,450	2,600 2,600	2,750 2,750	5,567 5,678	6,078 6,226	6,383 6,537
41 40	7,064 7,224	7,062 7,209	6,840 6,993	5,793	3,100	2,650	2,450	2,600	2,750	5,789	6,374	6,692
39	7,384	7,356	7,146	6,041	3,100	2,650	2,450	2,600	2,750	5,900	6,521	6,847
38	7,544	7,502	7,298	6,164	3,100	2,650	2,450	2,600	2,750	6,011	6,669	7,001
37 36	7,705 7,865	7,649 7,795	7,451 7,604	6,287 6,410	3,100 3,100	2,650 2,650	2,450 2,450	2,600 2,600	2,750 2,750	6,122 6,233	6,816 6,964	7,156 7,310
35	8,025	7,942	7,756	6,533	3,100	2,650	2,450	2,600	2,750	6,345	7,112	7,465
34	8,185	8,089	7,909	6,656	3,100	2,650	2,450	2,600	2,750	6,456	7,259	7,619
. 33		8,235	8,062 8,215	6,779 6,902	3,100 3,100	2,650 2,650	2,450 2,450	2,600 2,600	2,750 2,750	6,567 6,678	7,407 7,555	7,774 7,928
32 31	8,506 8,666	8,382 8,529	8,367	7,025	3,100	2,650	2,450	2,600	2,750	6,789	7,702	8,083
30	8,826	8,675	8,520	7,148	3,100	2,650	2,450	2,600	2,750	6,900	7,850	8,237
29	8,986	8,822	8,673	7,271	3,100	2,650	2,450	2,600	2,750 2,750	7,011 7,122	7,997 8,145	8,392 8,547
28 27	9,147 9,307	8,969 9,115	8,825 8,978	7,394 7,517	3,100 3,100	2,650 2,650	2,450 2,450	2,600 2,600	2,750	7,234	8,293	8,701
26		9,262	9,131	7,640	3,100	2,650	2,450	2,600	2,750	7,345	8,440	8,856
25	9,627	9,409	9,283	7,763	3,100	2,650	2,450	2,600	2,750	7,456	8,588	9,010
24 23		9,555 9,702	9,436 9,589	7,886 8,009	3,100 3,100	2,650 2,650	2,450 2,450	2,600 2,600	2,750 2,750	7,567 7,678	8,735 8,883	9,1 6 5 9,319
23		9,849	9,741	8,132	3,100	2,650	2,450	2,600	2,750	7,789	9,031	9,474
21	10,268	9,995	9,894	8,255	3,100	2,650	2,450	2,600	2,750	7,900	9,178	9,628
20		10,142	10,047	8,378	3,100	2,650 2,650	2,450 2,450	2,600 2,600	2,750 2,750	8,011 8,123	9,326 9,473	9,783 9,937
19 18		10,289 10,435	10,199 10,352	8,501 8,624	3,100 3,100	2,650	2,450	2,600	2,750	8,234	9,621	10,092
17		10,582	10,505	8,747	3,100	2,650	2,450	2,600	2,750	8,345	9,769	10,247
16		10,728	10,657	8,870	3,100	2,650	2,450	2,600	2,750	8,456	9,916	10,401
15 14		10,875 11,022	10,810 10,963	8,993 9,116	3,100 3,100	2,650 2,650	2,450 2,450	2,600 2,600	2,750 2,750	8,567 8,678	10,064 10,211	10,556 10,710
13		11,168	11,116	9,239	3,100	2,650	2,450	2,600	2,750	8,789	10,359	10,865
12	11,710	11,315	11,268	9,362	3,100	2,650	2,450	2,600	2,750	8,900	10,507	11,019
11 10		11,462 11,608	11,421 11,574	.9,485 9,608	3,100 3,100	2,650 2,650	2,450 2,450	2,600 2,600	2,750 2,750	9,012 9,123	10,654 10,802	11,174 11,328
9		11,755	11,726	9,731	3,100	2,650	2,450	2,600	2,750	9,234	10,949	11,483
8	12,351	11,902	11,879	9,854	3,100	2,650	2,450	2,600	2,750	9,345	11,097	11,638
7		12,048	12,032	9,977	3,100	2,650 2,650	2,450 2,450	2,600 2,600	2,750 2,750	9,456 9,567	11,245 11,392	11,792 11,947
6 5		12,195 12,342	12,184 12,337	10,100 10,223	3,100 3,100	2,650	2,450	2,600	2,750	9,678	11,540	12,101
4		12,488	12,490	10,346	3,100	2,650	2,450	2,600	2,750	9,790	11,688	12,256
3		12, 63 5	12,642	10,469	3,100	2,650	2,450	2,600	2,750	9,901	11,835	12,410
2		12,782 12,928	12,795 12,948	10,592 10,715	3,100 3,100	2,650 2,650	2,450 2,450	2,600 2,600	2,750 2,750	10,012 10,123	11,983 12,130	12,565 12,719
Ġ		13,075	13,100	10,838	3,100	2,650	2,450	2,600	2,750	10,234	12,278	12,874
-1	13,793	13,221	13,253	10,961	3,100	2,650	2,450	2,600	2,750	10,345	12,426	13,028
-2 -3		13,368 13,515	13,406 13,558	11,084 11,207	3,100 3,100	2,650 2,650	2,450 2,450	2,600 · 2,600	2,750 2,750	10,456 10,567	12,573 12,721	13,183 13,338
-3		13,661	13,711	11,330	3,100	2,650	2,450	2,600	2,750	10,679	12,868	13,492
-5	14,434	13,808	13,864	11,453	3,100	2,650	2,450	2,600	2,750	10,790	13,016	13,647
-6 7	14,594	13,955	14,017	11,576	3,100	2,650	2,450	2,600 2,600	2,750 2,750	10,901 11,012	13,164 13,311	13,801 13,956
-7 -8		14,101 14,248	14,169 14,322	11,699 11,822	3,100 3,100	2,650 2,650	2,450 2,450	2,600	2,750	11,123	13,459	14,110
-9		14,395	14,475	11,945	3,100	2,650	2,450	2,600	2,750	11,234	13,606	14,265
-10	15,235	14,541	14,627	12,068	3,100	2,650	2,450	2,600	2,750	11,345	13,754	14,419
-11 -12		14,688	14,780 14,933	12,191 12,314	3,100 3,100	2,650 2,650	2,450 2,450	2,600 2,600	2,750 2,750	11,456 11,568	13,902 14,049	14,574 14,728
-12 -13		14,835 14,981	15,085	12,314	3,100	2,650	2,450	2,600	2,750	11,679	14,197	14,883
-14	15,876	15,128	15,238	12,560	3,100	2,650	2,450	2,600	2,750	11,790	14,344	15,038
-15	16,036	15,275	15,391	12,683	3,100	2,650	2,450	2,600	2,750	11,901	14,492	15,192

Hinckley Daily Temperature/Demand Curves

•												
_	Monthly De							•				_
Temps.	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	May	<u> 140</u>	<u> Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	Nov	<u>Dec</u>
65	3,000	3,000	2,000	2.000	2,300	2,100	2.000	2,000	2,300	2,000	2,000	2,500
64		3,000	2,000	2,000	2,300	2,100	2,000	2,000	2,300	2,000	2,000	2,500
63		3,000	2,000	2,000	2,300	2,100	2,000	2,000	2,300	2,000	2,000	2,500
62	3,000	3,000	2,000	2,000	2,300	2,100	2,000	2,000	2,300	2,000	2,000	2,500
61		3,000	2,000	2,000	2,300	2,100	2,000	2,000	2,300	2,000	2,000	2,500
60		3,000	2,000	2,000	2,300	2,100	2,000	2,000	2,300	2,000	2,000	2,500
59		3,000	2,000	2,000	2,300	2,100	2,000	2,000	2,300	2,000	2,000	2,500
58		3,000	2,000	2,000	2,300	2,100	2,000	2,000	2,300	2,000	2,000	2,500
57 56		3,000 3,000	2,000 2,000	2,000 2,000	2,300 2,300	2,100 2,100	2,000 2,000	2, 00 0 2,000	2,300 2,300	2,000 2,000	2,000 2,000	2,500 2,500
55		3,000	2,000	2,000	2,300	2,100	2,000	2,000	2,300	2,000	2,000	2,500
54		3,000	2,000	2,000	2,300	2,100	2,000	2,000	2,300	2,000	2,000	2,554
53		3,000	2,084	2,000	2,300	2,100	2,000	2,000	2,300	2,000	2,000	2,731
52		3,000	2,262	2,000	2,300	2,100	2,000	2,000	2,300	2,000	2,000	2,908
51		3,000	2,440	2,000	2,300	2,100	2,000	2,000	2,300	2,000	2,000	3,084
50		3,033	2,618	2,000	2,300	2,100	2,000	2.000	2,300	2,030	2,097	3,261
49		3,214	2,795	2,000	2,300	2,100	2,000	2,000	2,300	2,193	2,293	3,438
48		3,395	2,973	2,082	2,300	2,100	2,000	2,000	2,300	2-357	2,490	3,614
47		3,576	3,151	2,249	2,300	2,100	2,000	2,000	2,300	2,520	2,686	3,791
46		3,757	3,328	2,415	2,300	2,100	2,000	2,000 2,000	2,300 2,300	2,684 2,847	2,882 3,079	3,968
45 44		3,938 4,120	3,506 3,684	2,582 2,748	2,300 2,300	2,100 2,100	2,000 2,000	2,000	2,300	3,011	3,275	4,145 4,321
43		4,301	3,861	2,915	2,300	2,100	2,000	2,000	2,300	3,174	3,471	4,498
42		4,482	4,039	3,081	2,300	2,100	2,000	2,000	2,300	3,338	3,668	4,675
. 41		4,663	4,217	3,248	2,300	2,100	2,000	2,000	2,300	3,501	3,864	4,851
40		4,844	4,394	3,414	2,300	2,100	2,000	2,000	2,300	3,665	4,060	5,028
39		5,025	4,572	3,581	2,300	2,100	2,000	2,000	2,300	3,828	4,257	5,205
38		5,207	4,750	3,747	2,300	2,100	2,000	2,000	2,300	3,992	4,453	5,382
37		5,388	4,927	3,914	2,300	2,100	2,000	2,000	2,300	4,155	4,649	5,558
36		5,569	5,105	4,080	2,300	2,100	2,000	2,000	2,300	4,319	4,846	5,735
35		5,750	5,283	4,247	2,300	2,100	2,000	2,000	2,300 2,300	4,482 4,646	5,042 5,238	5,912 6,089
34		5,931	5,461	4,413 4,579	2,300 2,300	2,100 2,100	2,000 2,000	2,000 2,000	2,300	4,809	5,236	6,265
33		6,112 6,294	5,638 5,816	4,746	2,300	2,100	2,000	2,000	2,300	4,973	5,631	6,442
. 32		6,475	5,994	4,912	2,300	2,100	2,000	2,000	2,300	5,136	5,827	6,619
30		6,656	6,171	5,079	2,300	2,100	2,000	2,000	2,300	5,300	6.024	6,795
29		6,837	6,349	5,245	2,300	2,100	2,000	2,000	2,300	5,463	6,220	6,972
28		7,018	6,527	5,412	2,300	2,100	2,000	2,000	2,300	5,627	6,416	7,149
27	7,628	7,199	6,704	5,578	2,300	2,100	2,000	2,000	2,300	5,790	6,613	7,326
26		7,381	6,882	5,745	2,300	2,100	2,000	2,000	2,300	5,954	6,809	7,502
25		7,562	7,060	5,911	2,300	2,100	2,000	2,000	2,300	6,117	7,006	7,679
24		7,743	7,237	6,078	2,300	2,100	2,000	2,000	2,300	6,281	7,202	7,856
23		7,924	7,415	6,244	2,300	2,100	2,000	2,000	2,300	6,444 6,608	7,398	8,032 8,209
. 22		8,105	7,593	6,411	2,300 2,300	2,100 2,100	2,000 2,000	2,000 2,000	2,300 2,300	6,771	7,595 7,791	8,386
21		8,286 8,468	7,771 7,948	6,577 6,744	2,300	2,100	2,000	2,000	2,300	6,935	7,987	8,563
19		8,649	8,126	6,910	2,300	2,100	2,000	2,000	2,300	7,098	8,184	8,739
18		8,830	8,304	7,077	2,300	2,100	2,000	2,000	2,300	7,262	8,380	8,916
17		9,011	8,481	7,243	2,300	2,100	2,000	2,000	2,300	7;425	8,576	9,093
16		9,192	8,659	7,409	2,300	2,100	2,000	2,000	2,300	7,589	8,773	9,269
18	9,808	9,373	8, 8 37	7,576	2,300	2,100	2,000	2,000	2,300	7,752	8,969	9,446
14		9,555	9,014	7,742	2,300	2,100	2,000	2,000	2,300	7,916	9,165	9,623
13		9,736	9,192	7,909	2,300	2,100	2,000	2,000	2,300	8,079	9,362 9,558	9,800 9,976
12		9,917	9,370	8,075	2,300 2,300	2,100 2,100	2,000 2,000	2,000 2,000	2,300 2,300	8,243 8,406	9,754	10.153
11 10		10,098 10,279	9,547 9,725	8,242 8,408	2,300	2,100	2,000	2,000	2,300	8,570	9,951	10,330
,,		10,460	9,903	8,575	2,300	2,100	2,000	2,000	2,300	8,733	10,147	10,507
ì		10,642	10,080	8,741	2,300	2,100	2,000	2,000	2,300	8,897	10,343	10,683
	7 11,262	10,823	10,258	8,908	2,300	2,100	2,000	2,000	2,300	9,060	10,540	10,860
•		11,004	10,436	9,074	2,300	2,100	2,000	2,000	2,300	9,224	10,736	11,037
		11,185	10,614	9,241	2,300	2,100	2,000	2,000	2,300	9,387	10,932	11,213
4		11,366	10,791	9,407	2,300	2,100	2,000	2,000	2,300	9,551	11,129	11,390
;		11,547	10,969	9,574	2,300	2,100	2,000	2,000	2,300	9,714	11,325	11,567
2		11,729	11,147	9,740	2,300	2,100	2,000 2,000	2,000 2,000	2,300 2,300	9,878 10,041	11,521 11,718	11,744 11,920
	1 12,352	11,910	11,324 11,502	9,907	2,300 2,300	2,100 2,100	2,000	2,000	2,300	10,205	11,914	12,097
	12,534 12,716	12,091 12,272	11,680	10,073 10,239	2,300	2,100	2,000	2,000	2,300	10,369	12,110	12,274
-:		12,453	11,857	10,406	2,300	2,100	2,000	2,000	2,300	10,532	12,307	12,450
		12,435	12,035	10,572	2,300	2,100	2,000	2,000	2,300	10,696	12,503	12,627
		12.816	12,213	10,739	2,300	2,100	2,000	2,000	2,300	10,859	12,699	12,804
-!		12,997	12,390	10,905	2,300	2,100	2,000	2,000	2,300	11,023	12,896	12,981
4	13,624	13,178	12,568	11,072	2,300	2,100	2,000	2,000	2,300	11,186	13,092	13,157
-7	7 13,806	13,359	12,746	11,238	2,300	2,100	2,000	2,000	2,300	11,350	13,288	13,334
-4		13,540	12,924	11,405	2,300	2,100	2,000	2,000	2,300	11,513	13,485	13,511
-(13,722	13,101	11,571	2,300	2,100	2,000	2,000	2,300	11,677	13,681 13,877	13,687 13,864
-10		13,903	13,279	11,738	2,300	2,100	2,000	2,000 2,000	2,300 2,300	11,840 12,004	14,074	14,041
-1		14,084 14,265	13,457 13,634	11,904 12,071	2,300 2,300	2,100 2,100	2,000 2,000	2,000	2,300	12,004	14,074	14,218
-1: -1:			13,812	12,071	2,300	2,100	2,000	2,000	2,300	12,331	14,466	14,394
-1-			13,990	12,404	2,300	2,100	2,000	2,000	2,300	12,494	14,663	14,571
	-,0	.,										

Exhibit C

Norwalk Daily Temperature/Demand Curves

Temps.	Monthly Đe	mands <u>Feb</u>	<u>Mar</u>	Apr	<u>May</u>	<u>Jun</u>	<u>Jul</u>	Aug	Sep	<u>Oct</u>	Nov	<u>Dec</u>
65	750	750	750	750	750	650	550	550	600	750	750	
64	904	750	750	750	750	650	550	550	600	750	750	750 750
63	1,036	878	750	750	750	650	550	550	600	750	750	791
62	1,168	1,011	750	750	750	650	550	550	600	750	750	930
61 60	1,300 1,432	1,144 1,277	784 917	750 839	750 750	650 650	550 550	550 550	600 600	750 750	750 750	1,070 1,209
59	1,564	1,410	1,050	945	750	650	550	550	600	750	750	1,349
58	1,696	1,543	1,183	1,050	750	650	550	550	600	782	781	1,488
57	1,828	1,676	1,316	1,155	750	650	550	550	600	878	908	1,628
56 55	1,960 2,0 9 2	1,809 1,942	1,449 1,583	1,261 1,368	750 750	650 650	550 550	550 550	600 600	974 1,070	1,034 1,161	1,767 1,907
54	2,224	2,075	1,716	1,472	750	650	550	550	600	1,167	1,288	2,046
53	2,356	2,208	1,849	1,577	750	650	550	550	600 -	1,263	1,415	2,186
52	2,488	2,341	1,982	1,682	750	650	550	550	600	1,359	1,541	2,325
51 · 50	2,620	2,474 2,607	2,115 2,248	1,788 1,893	750 750	650 650	550 550	550 550	600 600	1,455 1,551	1,668 1,795	2,465 2,604
49	2,752 2,884	2,740	2,381	1,998	750	. 650	550	550	600	1,647	1,921	2,744
48	3,016	2,873	2,514	2,104	750	650	550	550	600	1,744	2,048	2,883
47	3,148	3,006	2,647	2,209	750	650	550	550	600	1,840	2,175	3,023
46 45	3,280 3,412	3,139 3,273	2,780 2,913	2,314 2,420	750 750	650 650	550 550	550 550	600 600	1,936 2,032	2,301 2,428	3,162 3,302
44	3,544	3,406	3,047	2,525	750	650	550	550	600	2,128	2,555	3,441
43	3,676	3,539	3,180	2,631	750	650	550	550	600	2,224	2,682	3,581
42	3,808	3,672	3,313	2,736	750	650	550	550	600	2,320	2,808	3,720
41	3,940	3,805	3,446	2,841	750 750	650	550	550 550	600 600	2,417	2,935	3,860
40 39	4,072 4,204	3,938 4,071	3,579 3,712	2,947 3,052	750 750	650 650	550 550	550	600	2,513 2,609	3,062 3,188	3,999 4,139
38	4,336	4,204	3,845	3,157	750	650	550	550	600	2,705	3,315	4,278
37	4,468	4,337	3,978	3,263	750	650	550	550	600	2,801	3,442	4,418
36	4,600	4,470	4,111	3,368	750	650	550	550	600	2,897	3,568	4,557
35	4,732	4,603	4,244 4,377	3,473 3,579	750 750	650 650	550 [*] 550	550 550	600 . 600	2,994 3,090	3,695 3,822	4,697 4,836
34 33	4,864 4,996	4,736 4,869	4,511	3,684	750	650	550	550	600	3,186	3,948	4,976
32	5,128	5,002	4,644	3,790	750	650	550	550	600	3,282	4,075	5,115
31	5,260	5,135	4,777	3,895	750	650	550	550	600	3,378	4,202	5,255
30	5,392	5,268	4,910	4,000	750 750	650 650	550 550	550 550	600 600	3,474 3,570	4,329	5,394 5,534
29 28	5, 52 5 5,657	5,401 5,534	5,043 5,176	4,106 4,211	750 750	650	550	550	600	3,667	4,582	5,673
27	5,789	5,667	5,309	4,316	750	650	550	550	600	3,763	4,709	5,813
26	5,921	5,800	5,442	4,422	750	650	550	550	600	3,859	4,835	5,952
25	6,053	5,933	5,575	4,527	750	650	550	550 550	600 600	3,955 4,051	4,962	6,092
24 23	6,185 6,317	6,066 6,199	5,708 5,841	4,632 4,738	750 750	650 650	550 5 50	550 550	600	4,147	5,089 5,215	6,231 6,371
22	6,449	6,332	5,975	4,843	750	650	550	550	600	4,243	5,342	6,510
21	6,581	6,465	6,108	4,949	750	650	550	550	600	4,340	5,469	6,650
20	6,713	6,598	6,241	5,054	750	650	550 550	550 550	600 600	4,436 4,532	5,596 5,722	6,789 6,929
19 18	6,845 6,977	6,731 6,864	6,374 6,507	5,159 5,265	750 750	650 650	550	550	600	4,628	5,849	7,068
. 17	7,109	6,998	6,640	5,370	750	650	550	550	600	4,724	5,976	7,208
16	7,241	7,131	6,773	5,475	750	650	550	550	600	4,820	6,102	7,347
15	7,373	7,264	6,906 7,039	5,581	750 750	650 650	550 550	550 550	600 600	4,917 5,013	6,229 6,356	7,487 7,626
14 13	7,505 7,637	7,397 7,530	7,039	5,686 5,791	750	650	550	550	600	5,109	6,482	7,766
12	7,769	7,663	7,305	5,897	750	650	550	550	600	5,205	6,609	7,905
11	7,901	7,796	7,439	6,002	750	650	550	550	600	5,301	6,736	8,045
10	8,033	7,929	7,572	6,108	750 7 50	650 650	550 550	550 550	600 600	5,397 5,493	6,862 6,989	8,184 8,324
9 8	8,165 8,297	8,062 8,195	7,705 7,838	6,213 6,318	750 750	650	550	550	600	5,590	7,116	8,463
7	8,429	8,328	7,971	6,424	750	650	550	550	600	5,686	7,243	8,603
6	8,561	8,461	8,104	6,529	750	650	550	550	600	5,782	7,369	8,742
5	8,693	8,594	8,237	6,634	750	650	550	550 550	600 600	5,878 5,974	7,496 7,623	8,862 9,021
. 4	8,825 8,957	8,727 8,860	8,370 8,503	6,740 6,845	750 750	650 650	550 550	550	600	6,070	7,749	9,161
2	9,089	8,993	8,636	6,950	750	650	550	550	600	6,167	7,876	9,300
1	9,221	9,126	8,769	7,056	750	650	550	550	600	6,263	8,003	9,440
0	9,353	9,259	8,902	7,161	750	650	550	550	600	6,359	8,129 8,256	9,579 9,719
•1 •2	9,485 9,617	9,392 9,525	9,036 9,169	7,267 7,372	750 750	650 650	550 550	550 550	600 600	6,455 6,551	8,383	9,858
-3	9,749	9,658	9,302	7,477	750	650	550	550	600	6,647	8,509	9,998
-4	9,881	9,791	9,435	7,583	750	650	550	550	600	6,743	8,636	10,137
-5	10,013	9,924	9,568	7,688	750	650	550	550	600	6,840	8,763	10,277
-6 -7	10,145	10,057	9,701 9,834	7,793 7,899	750 750	650 650	550 550	550 550	600 600	6,936 7,032	8,890 9,016	10,416 10,556
-7 -8	10,277 10,409	10,190 10,323	9,834 9,967	8,004	750 750	650	550	550	600	7,032	9,143	10,695
-9	10,541	10,456	10,100	8,109	750	650	550	550	600	7,224	9,270	10,835
-10	10,673	10,589	10,233	8,215	750	650	550	550	600	7,320	9,396	10,974
-11	10,805	10,723	10,366	8,320	750	650	550	550	600	7,417	9,523	11,114
-12 -13	10,937 11,069	10,856 10,989	10,500 10,633	8,425 8,531	750 750	650 650	550 550	550 550	600 600	7,513 7,609	9,650 9,776	11,253 11,393
-13	11,201	11,122	10,033	8,636	750	650	550	550	600	7,705	9,903	11,532
-15	11,333	11,255	10,899	8,742		650	550	550	600	7,801	10.030	11,672

Exhibit C

Oberlin Daily Temperature/Demand Curves

	Monthly De											
Temps.	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	Apr	May	<u>Jun</u>	<u>Jul</u>	Aug	<u>Sep</u>	<u>Oct</u>	Nov	Dec
65	650	650	650	650	500	450	450	450	500	650	650	650
64	650	650	650	650	500	450	450	450	500	650	650	650
63 62	650 650	650 650	650 650	650 650	500 500	450 450	450 450	450 450	500 500	650 650	650 650	650 650
61	650	650	650	650	500	450	450	450	500	650	650	650
60	650	721	650	650	500	450	450	450	500	650	650	650
59	650	795	650	659	500	450	450	450	500	650	650	650
58	650	868	679	713	500	450	450	450	500	650	650	650
57 56	650 654	942 1,015	755 831	767 821	500 500	450 450	450 450	450 450	500 500	650 705	650 650	697 780
55	743	1,089	906	875	500	450	450	450	500	779	711	863
54	833	1,162	982	928	500	450	450	450	500	852	794	946
53	923	1,236	1,058	982	500	450	450	450	500	925	877	1,029
52	1,012	1,310	1,133	1,036	500	450 450	450	450	500	998	960	1,112
51 50	1,102 1,192	1,383 1,457	1,209 1,285	1,090 1,144	500 500	450	450 450	450 450	500 500	1,071 1,145	1,043 1,126	1,195 1,278
49	1,281	1,530	1,360	1,198	500	450	450	450	500	1,218	1,209	1,361
48	1,371	1,604	1,436	1,251	500	450	450	450	500	1,291 1,364	1,293	1,444
47	1,461	1,678	1,512	. 1,305	500	450	450	450	500		1,376	1,527
46 45	1,550 1,640	1,751	1,587 1,663	1,359 1,413	500 500	450 450	450 450	450 450	500 500	1,438 1,511	1,459 1,542	1,610 1,693
44	1,730	1,825 1,898	1,739	1,413	500	450	450	450	500	1,584	1,625	1,776
43	1,819	1,972	1,815	1,520	50 0	450	450	450	500	1,657	1,708	1,859
42	1,909	2,046	1,890	1,574	500	450	450	450	500	1,730	1,791	1,942
41	1,999	2,119	1,966	1,628	500	450	450 450	450 450	500 500	1,804 1,877	1,874 1,957	2,025 2,108
40 39	2,088 2,178	2,193 2,266	2,042 2,117	1,682 1,736	500 500	450 450	450 450	450	500	1,950	2,040	2,108
38	2,268	2,340	2,193	1,790	500	450	450	450	500	2,023	2,123	2,274
37	2,357	2,414	2,269	1,843	500	450	450	450	500	2,096	2,206	2,357
36	2,447	2,487	2,344	1,897	500	450	450	450	500	2,170	2,289	2,440
35	2,537	2,561	2,420	1,951	500 500	450 - 450	450 . 450	450 450	500 500	2,243 2,316	2,372 2,455	2,523 2,606
34 33	2,626 2,716	2,634 2,708	2,496 2,571	2,005 2,059	500	450	450	. 450	500	2,389	2,538	2,689
32	2,806	2,782	2,647	2,113	500	450	450	450	500	2,463	2,621	2,772
. 31	2,895	2,855	2,723	2,168	500	450	450	450	500	2,536	2,705	2,855
30		2,929	2,798	2,220	500	450	450	450	500	2,609	2,788	2,938 \$12,021
29		3,002	2,874	2,274 2,328	500 500	450 450	450 450	450 450	500 500	2,682 2,755	2,871 [±] 2,954	3,021 3,104
28 27	3,164 3,254	3,076 3,149	2,950 3,026	2,326 2,382	500	450	450	450	500	2,829	3,037	3,187
26		3,223	3,101	2,435	500	450	450	450	500	2,902	3,120	3,270
25		3,297	3,177	2,489	500	450	450	450	500	2,975	3,203	3,353
24		3,370	3,253	2,543	500	450	450	450	500	3,048	3,286	3,436
23 22		3,444 3,517	3,328 3,404	2,597 2,651	500 500	450 450	450 450	450 450	500 500	3,121 3,195	3,369 3,452	3,519 3,602
21		3,591	3,480	2,705	500	450	450	450	500	3,268	3,535	3,685
20		3,665	3,555	2,758	500	450	450	450	500	3,341	3,618	3,768
19		3,738	3,631	2,812	500	450	450	450	500	3,414	3,701	3,851
18		3,812 3,885	3,707 3,782	2,866 2,920	500 500	· 450 450	450 450	450 450	500 500	3,487 3,561	3,784 3,867	3,935 4,018
. 17 . 16		3,959	3,858	2,974	500	450	450	450	500	3,634	3,950	4,101
15		4.033	3,934	3,028	500	450	450	450	500	3,707	4,033	4,184
14	4,420	4,106	4,009	3,081	500	450	450	450	500	3,780	4,117	4,267
13		4,180	4,085	3,135	500	450	450	450 450	500 500	3,854 3,927	4,200 4,283	4,350 4,433
12 11		4,253 4,327	4,161 4,237	3,189 3,243	500 500	450 450	450 450	450	500	4,000	4,366	4,516
10		4,401	4,312	3,297	500	450	450	450	500	4,073	4,449	4,599
9	4,868	4,474	4,388	3,350	500	450	450	450	500	4,146	4,532	4,682
8		4,548	4,464	3,404	500	450	450	450	500	4,220	4,615 4,698	4,765 4,848
7 6		4,621 4,695	4,539 4,615	3,458 3,512	500 500	450 450	450 450	450 450	500 500	4,293 4,366	4,781	4,931
5		4,769	4,691	3,566	500	450	450	450	500	4,439	4,864	5,014
4		4,842	4,766	3,620	500	450	450,	450	500	4,512	4,947	5,097
3		4,916	4,842	3,673	500	450	450	450	500	4,586	5,030	5,180
2		4,989	4,918	3,727	500 500	450 450	450 450	450 450	500 500	4,659 4,732	5,113 5,196	5,263 5,346
1		5,063 5,137	4,993 5,069	3,781 3,835	5 0 0	450	450	450	500	4,805	5,279	5,429
-1		5,210	5,145	3,889	500	450	450	450	500	4,878	5,362	5,512
-2	5,854	5,284	5,220	3,943	500	450	450	450	500	4,952	5,445	5,595
-3		5,357	5,296	3,996	500	450 450	450 450	450 450	500 500	5,025 5,098	5,529 5,612	5,678 5,761
-4 -5		5,431 5,504	5,372 5,447	4,050 4,104	500 500	450 450	450 450	450 450	500 500	5,096	5,695	5,844
-5 -6		5,578	5,523	4,158	500	450	450	450	500	5,245	5,778	5,927
-7	6,303	5,652	5,599	4,212	500	450	450	450	500	5,318	5,861	6,010
-8		5,725	5,675	4,265	500	450	450	450	500	5,391	5,944	6,093
-9		5,799	5,750	4,319	500 500	450 450	450 450	450 450	500 500	5,464 5,537	6,027 6,110	6,176 6,259
-10 -11		5,872 5,946	5,826 5,902	4,373 4,427	500 500	450 450	450	450	500	5,611	6,193	6,342
-12		6,020	5,977	4,481	500	450	450	450	500	5,684	6,276	6,425
-13	6,841	6,093	6,053	4,535	500	450	450	450	500	5,757	6,359	6,508
-14 15		6,167	6,129	4,588 4,642	500 500	450 450	450 450	450 450	500 500	5,830 5,903	6,442 6,525	6,591 6,674
-15	7,020	6,240	6,204	4,042	300	7.50	730	700	000	0,000	0,020	5,0,7

ATTACHMENT B

NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

BY THIS AGREEMENT, executed this $2l^{7/8}$ day of October, 2007 North Coast Gas Transmission, LLC. (North Coast) and BP Canada Energy Marketing Corp. (Shipper), (North Coast and Shipper are hereinafter sometimes referred to collectively as the Parties and individually as a Party) for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby recite and agree as follows:

RECITALS

WHEREAS, North Coast owns a natural gas transmission pipeline system described on **Exhibit A** to this Agreement (Pipeline); and

WHEREAS, North Coast is an Ohio intrastate pipeline operating natural gas pipelines and related facilities located within the State of Ohio under authority of the Public Utility Commission of Ohio; and

WHEREAS, Shipper desires to utilize North Coast's Pipeline for the transportation of natural gas within the State of Ohio; and

WHEREAS, North Coast has agreed to provide such transportation to Shipper subject to the terms and conditions hereof.

WITNESSETH: In consideration of the mutual covenants herein contained, the Parties hereto agree that North Coast will transport for Shipper, on a firm basis, and Shipper will furnish, or cause to be furnished, to North Coast natural gas for such transportation during the term hereof, at prices and on the terms and conditions hereinafter provided:

AGREEMENTS

DEFINITIONS

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used herein and shall be construed to have the meaning as follows:

- A. "Btu" shall mean the British thermal unit as defined by international standards.
- B. "Business Day" shall mean any weekday, excluding federal banking holidays.
- C. "Central Clock Time" (C.T.) shall mean Central Standard Time adjusted for Daylight Savings Time.
- D. "Company" means North Coast Gas Transmission, LLC, its successors and assigns.
- E. "Customer" means any individual, governmental, or corporate entity taking transportation service hereunder.
- F. "Dekatherm" or "Dth" means the Company's billing unit measured by its thermal value.

 A dekatherm is 1,000,000 Btus. Dekatherm shall be the standard unit for purposes of nominations, scheduling, invoicing, and balancing.
- G. "Delivery Point(s)" shall mean the specific measurement location(s) listed on Exhibit B at which North Coast delivers Shipper-owned Gas to Shipper and Shipper receives such Gas from North Coast. Exhibit B is hereby incorporated into this Agreement.
- H. "Delivery Volume" shall mean the volume of Gas actually taken at the Delivery Point(s) by or on behalf of Shipper.

- I. "Firm" shall mean that each Dth Shipper tenders at the Receipt Point will be delivered to Shipper's Delivery Point(s) minus North Coast's Shrinkage without interruption except under Force Majeure conditions or an energy emergency declared by the Commission.
- J. "Gas" shall mean natural gas of interstate pipeline quality.
- K. "Gas Day" or "Day" shall mean a period of 24 consecutive hours, beginning at 9:00 a.m. Central Clock Time, as adjusted for Daylight Savings Time, and the date of the Day shall be that of its beginning.
- L. "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 at constant pressure of the amount of dry gas (gas containing no water vapor) that would occupy a volume of one Cubic Foot at 14.73 psia and 60° F 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.
- M. "Imbalance" shall mean the daily difference between the Dths tendered by or for Customer's account at the Receipt Point minus North Coast's Shrinkage and the metered volumes allocated to Shipper at the Delivery Point(s).
- N. "Interruptible" shall mean that each Dth Shipper tenders at the Receipt Point will be delivered to Shipper's Delivery Point(s) less North Coast's Shrinkage if North Coast, using reasonable judgment, determines that capacity exists after all the Firm transport needs are accounted for to permit redelivery of tendered gas.
- O. "Maximum Daily Quantity" or "(MDQ)" shall mean the maximum daily firm natural gas quantity which Shipper shall be entitled to nominate during any 24-hour period. Shipper's MDQ shall be negotiated between Shipper and North Coast and incorporated into Shipper's Service Agreement with North Coast.

- P. "Month" shall mean a calendar month beginning at 9:00 a.m. Central clock time on the first day of the calendar month and ending at 9:00 a.m. Central clock time the first day of the following calendar month.
- Q. "NCGT System" shall mean the Buckeye 425 pipeline, Buckeye 10 inch pipeline, and the Ashland 8 inch pipeline.
- R. "Nomination" shall mean the confirmed Quantity of Gas which Shipper shall arrange to have delivered to the Receipt Point(s) for redelivery by North Coast to the Delivery Point(s). The Nomination shall include sufficient gas to account for North Coast's Shrinkage.
- S. "Operational Flow Order" or "OFO" shall mean a declaration made by North Coast that conditions are such that North Coast can only safely transport an amount of Gas during a calendar day equal to the amount of Gas which Shipper will actually receive at the Receipt Point on that calendar day. North Coast shall only declare an Operational Flow Order if an upstream pipeline declares an operational flow order or otherwise restricts the flow of Gas which normally would be delivered to North Coast at the Receipt Point.
- T. "Overrun" shall mean any volume of Gas actually transported which, as measured on a daily basis, exceeds the maximum daily quantity (MDQ) established by this Agreement.
- U. "PUCO" or "Commission" means the Public Utilities Commission of Ohio or any successor governmental authority.
- V. "Quantity of Gas" shall mean the number of units of gas expressed in Dth or MMBtu unless otherwise specified.
- W. "Receipt Point(s)" shall mean those measurement locations where Shipper-owned gas enters North Coast's system.

- X. "Service Agreement" Each Customer shall sign an individual Agreement with North Coast prior to commencement of service that identifies the Receipt Point and Delivery Point(s), the MDQ, declares whether the transportation is Firm or Interruptible and establishes the cost for the transportation. The Service Agreements shall be filed with the Commission pursuant to Section 4905.31, Revised Code for approval.
- Y. "Shrinkage" shall mean the quantity of Gas required by North Coast to replace the estimated quantity of Gas which is required for compressor fuel, and lost-or-unaccounted-for Gas when transporting the tendered quantities. This percentage is calculated annually and is currently at
- Z. "Written Notice" shall mean a legible communication received by the intended recipient of the communication by United States mail, express courier, or confirmed facsimile. Written Notice may also be provided by Email, but shall not be effective until such time as (a) the Email is acknowledged by the intended recipient; (b) or a copy of such Email is received by the intended recipient by US mail, express courier, or facsimile.

I. DELIVERY AND TRANSPORTATION

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1.1 Shipper shall arrange with suppliers of Shipper's selection to have Gas in an amount not to exceed Shipper's MDQ adjusted for North Coast's Shrinkage as specified on **Exhibit B**, tendered to the Receipt Point(s) as specified on **Exhibit B**, for delivery into the North Coast Pipeline on Shipper's behalf. North Coast shall then redeliver, on a firm basis, such quantities, less North Coast's Shrinkage, to Shipper, or on behalf of Shipper, at the Delivery Point(s) as specified on **Exhibit B**. All transportation by North Coast for Shipper shall be governed by North Coast's then current transportation tariff on file with the PUCO, except as expressly modified hereby.

- 1.2 For planning purposes, Shipper shall provide Written Notice, at least three (3) business days prior to the start of each calendar Month, to North Coast of the amount of Gas it intends to transport each day of the upcoming Month. Shipper shall submit its Nomination to North Coast by no later than 11:30 am Central Clock Time for Gas flow the following day. This nomination should correspond to scheduled deliveries Shipper makes on the upstream interstate pipeline and downstream local distribution company operating the applicable Delivery Point(s). Should the Shipper desire to modify its Nomination either on the current Day or after the Nomination deadline for Gas flow the following day, North Coast shall make every attempt to accommodate Shipper's request provided North Coast can confirm such quantities with the upstream pipeline at the Receipt Point(s) and downstream entity at the Delivery Point(s).
- 1.3 Shipper shall be permitted to have delivered into and removed from North Coast's Pipeline its nominated Gas volume, adjusted for North Coast's Shrinkage, up to the MDQ previously agreed to and found on **Exhibit B**.

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- 1.4 If any of the interstate pipelines interconnected with North Coast issues an operational flow order then North Coast may issue its own matching OFO on its Pipeline that will apply to all Shippers. The OFO may restrict Shippers to nominate into the North Coast Pipeline only that volume of Gas which Shipper will have redelivered the same day adjusted for Shrinkage. North Coast will use its best efforts to limit such OFO to just the time necessary to comply with applicable upstream interstate OFOs. North Coast will only assess OFO penalties on a pro-rata basis if North Coast is actually assessed penalties by an applicable upstream pipeline.
- 1.5 Imbalances caused by Shipper at the Delivery Point(s) shall be resolved by the terms and conditions of the Operational Balancing Agreements ("OBAs") of the downstream utility associated with the applicable Delivery Point. Imbalances at the Receipt Point are governed by the terms and conditions of the upstream pipeline(s) delivering into North Coast

1.6 Shipper warrants that it has title to all Gas delivered to North Coast, free and clear of all claims, liens, and other encumbrances, and further covenants and agrees to indemnify and hold harmless from all claims, demands, obligations, suits, actions, debts, accounts, damages, costs, losses, liens, judgments, orders, attorneys fees, expenses and liabilities of any kind or nature arising from or attributable to the adverse claims of any and all other persons or parties relating to such Gas tendered by Shipper at the Receipt Point.

II. QUANTITY AND PRICE

- 2.1 Shipper shall pay North Coast a monthly Demand Rate as stated on **Exhibit B**. In addition, Shipper shall pay North Coast a Commodity Rate plus Shrinkage, as stated on **Exhibit B**, for each volume of Gas delivered to the Delivery Point(s).
- 2.3 Shipper may request North Coast to receive and deliver quantities in excess of Shipper's daily nomination, or in excess of its MDQ. Such quantities will be transported on an interruptible basis at a negotiated rate. Transport of such quantities shall not constitute a waiver of this provision or an adjustment of the MDQ. Transport of excess quantities may cease at any time if capacity is required by firm customers of North Coast. North Coast shall have no obligation to transport unauthorized overruns. Shipper shall pay an unauthorized daily overrun charge which shall be two (2) times the one hundred percent (100%) load factor rate of the Demand Rate and Commodity Rate as stated on **Exhibit B**.

2.4 Shipper shall have the right to reschedule, on a secondary basis, Gas which had been previously scheduled for delivery to the Primary Delivery Point to any, and all other delivery points on the North Coast system. Such secondary schedules will be honored only on a best efforts basis as available capacity may permit. North Coast makes no representation that sufficient capacity may exist to permit the delivery of Gas quantities to secondary delivery points. Delivery point capacity to secondary points will be allocated by North Coast on an economic basis with rescheduled quantities to secondary point(s) being allocated on the basis of prices offered by Shippers for capacity, with rights to secondary delivery points assigned to those who offer the highest price for access to such secondary points. If no other Shipper wishes to reschedule Gas to a secondary point selected by Shipper, and capacity to that point is available, then the price charged Shipper for transportation to such secondary delivery point shall be at a negotiated rate.

III. TERM

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3.1 The term of this Agreement shall commence on November 1, 2007 and end on March 31, 2008.

IV. MEASUREMENT AND QUALITY OF GAS

- 4.1 Measurement of the Gas delivered and billed to Shipper shall be based upon an allocation conducted by the operator of the Delivery Point(s). Disputes regarding allocated throughput shall be handled in accordance with the tariff of the Delivery Point(s) operator. Billings for all receipts and deliveries hereunder shall be made on a thermal basis in Dth. North Coast shall provide to Shipper at Shipper's request, pertinent tariff information pertaining to method of allocating deliveries at Delivery Point(s).
- 4.2 All Gas delivered under this Agreement shall be commercially free from solid and liquid impurities and shall satisfy all pipeline quality standards reasonably established from time to time by North Coast and upstream or downstream pipelines.

V. BILLING AND PAYMENT

- 5.1 On or about the tenth (10th) day of each calendar month, North Coast will render to Shipper a statement setting forth the total volume of Gas delivered hereunder for Shipper during the immediately preceding Month. In the event North Coast was not able to take actual meter readings at any meter, or if North Coast has not received the necessary meter statements from the owner or operator of any applicable meter in time for preparation of the monthly statement, North Coast may use an estimated Gas delivery volume based upon confirmed nominations. Any such estimated delivery volume shall be corrected in the first statement after the actual meter readings become available.
- 5.2 In the event of a meter failure a reconstructed bill using the best information available shall be used.

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- 5.3 Shipper agrees to pay North Coast the amount payable according to such statement on or before the twenty-fifth (25th) day of the month or within ten (10) days of receipt of the invoice whichever is later.
- 5.4 Failure to tender payment within the above specified time limit shall result in a monthly interest charge of one and one half percent (1-1/2%) per month on the unpaid balance. In addition, should Shipper's payment be delinquent by more than thirty (30) days, North Coast shall have the right, at its sole discretion, to terminate this Agreement and to terminate Gas transportation in addition to its seeking other legal redress. North Coast will first contact Shipper about any payment issues and try to resolve those issues in a reasonable manner.

5.5 Any notice, request, demand, statement, or other correspondence shall be given by Written Notice to the Parties hereto, as set forth below:

Shipper:

Notices:

BP Canada Energy Marketing Corp.

240 4th Avenue S.W.

P.O. Box 200

Calgary, Alberta T2P 2H8

Attention: Contract Administration-Contract Administration

(403) 231-6834

(403) 233-5611 (fax)

Confirmations:

BP Canada Energy Marketing Corp.

240 4th Avenue S. W.,

P. O. Box 200

Calgary, Alberta T2P 2H8

(403)-233 5614

(403) 233-5611 (fax)

Attention: Verifications Department

Invoices and Payments:

Attention: Natural Gas Marketing, Accounting

NORTH COAST:

North Coast Gas Transmission Company, LLC

250 East Broad Street

Suite 1220

Columbus, OH 43215

EMAIL: mcalderone@somersetgas.com

PHONE (614) 545-0487

FAX: (614) 545-0496

ATTN: Michael E. Calderone

VI. FORCE MAJEURE

6.1 Except with regards to a party's obligation to make payment due under Section 5 and Imbalance Charges under Section 2, 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 6.2.

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- 6.2 Force Majeure shall include but not be limited to the following (1) 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 of firm transportation and/or storage by upstream interstate pipeline(s); (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, terrorism, insurrections or wars; and (v) governmental actions such as necessity for compliance with any court order, law statute, ordinance, or regulations promulgated by a governmental authority having jurisdiction. The Parties shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event of occurrence once it has occurred in order to resume performance.
- 6.3 Neither party shall be entitled to the benefit of the provision 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 Force Majeure failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship. The claiming of Force Majeure shall not relieve either party from meeting all payment obligations.
- 6.4 Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the sole discretion of the party experiencing such disturbances.

6.5 The party whose performance is prevented by Force Majeure must provide notice to the other party. Initial notice may be given orally; however, written notification with reasonably full 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 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 obligation to the other during such occurrences or event.

VII. ADDITIONAL TERMS

- 7.1 Shipper shall join with North Coast in support of the application to the PUCO for approval of this Agreement pursuant to Section 4905.31, Revised Code.
- 7.2 In the event of an energy emergency declared by the Governor or any other lawful official or body, it is understood that North Coast shall and will follow the dictates of any energy emergency rule, or order. North Coast shall not be liable for any loss or damage suffered by Shipper as a result thereof.
 - 7.3 This Agreement shall be construed under the laws of the State of Ohio.
- 7.4 This Agreement, together with all schedules and exhibits hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

- 7.5 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Neither this Agreement nor any of the rights, benefits or obligations hereunder shall be assigned, by operation of law or otherwise, by any Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Except as expressly provided herein, nothing in this Agreement is intended to confer upon any person other than the Parties and their respective permitted successors and assigns, any rights, benefits or obligations hereunder.
- 7.6 The parties agree that any dispute arising hereunder or related to this Agreement shall be resolved by binding arbitration under the auspices of the American Arbitration Association. Prehearing discovery shall be permitted in accordance with the procedures of the Ohio Rules of Civil Procedure. The arbitrator or arbitrators shall have authority to impose any remedy at law or in equity, including injunctive relief. The parties agree that any hearing will be conducted in Franklin County, Ohio.
- 7.7 Recovery by either Party of damages, if any, for breach of any provision hereof shall be limited to direct, actual damages. Both Parties waive the right, if any, to recover consequential, indirect, punitive and exemplary damages.
- 7.8 Both parties shall have the right to demand credit assurances from the other party. If the financial responsibility of any Party is at any time unsatisfactory to the other Party for any reason, then the defaulting Party will provide the requesting Party with satisfactory security for the defaulting Party's performance hereunder upon requesting Party's demand. Defaulting Party's failure to abide by the provisions of this Section shall be considered a breach hereof, and the requesting Party may terminate this Agreement, provided the defaulting Party is afforded an opportunity to cure any default within three (3) business days notice of any breach. Both Parties have the right, in addition to all other rights and remedies, to set-off any such unpaid balance due the other Party, or by the parent or any subsidiary of the other Party, under any separate agreement or transaction.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed as of the date set forth above.

North Coast Gas Transmission Company, LLC
By: //////
Its: <u>SR. VP</u>
Date: <u>/0/22/07</u>
BP Canada Energy Marketing Corp.
By: Swith Smit
Its:
D-4- 10/24/29

Assistant Secretary BP Canada Energy Marketing Corp.

Exhibit A

North Coast Gas Transmission, LLC

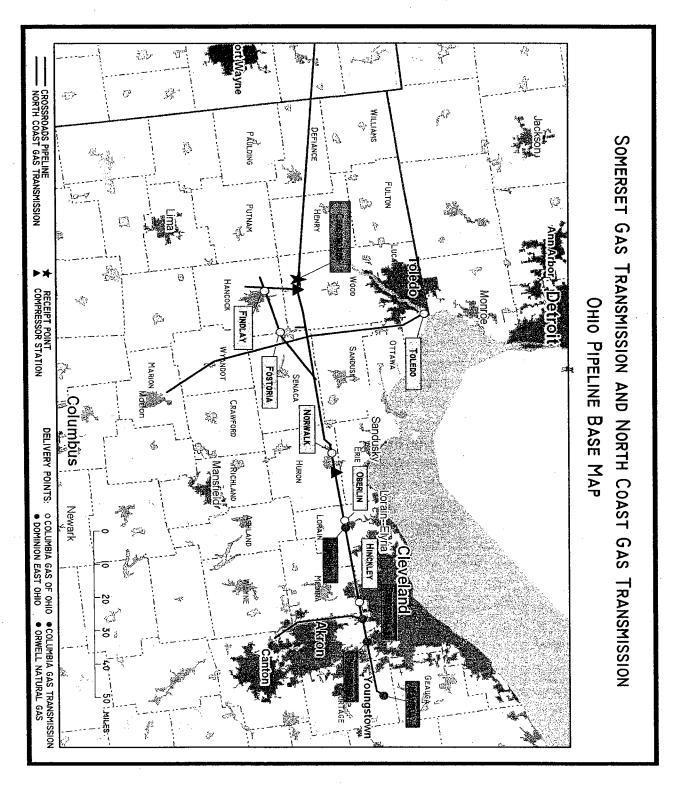


Exhibit B

Primary Receipt Point. Interconnection between the facilities of North Coast and Crossroads Pipeline commonly known as Cygnet.

Primary Delivery Points. Interconnection between the facilities of North Coast and Columbia of Ohio referred to as Toledo.

MDQ.

Rate. The Demand Charge shall be multiplied by the MDQ

multiplied by the number of days in the month

Shrinkage.

Special Conditions. North Coast will release to Shipper at the maximum rate of Crossroads capacity. This capacity will only be recallable in the event of nonpayment by Shipper of either North Coast or Crossroads transportation charges due under this Agreement.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

11/8/2007 9:45:54 AM

in

Case No(s). 07-1172-PL-AEC

Summary: Application North Coast Gas Transmission LLC's Application electronically filed by Stephen M Howard on behalf of North Coast Gas Transmission LLC