# BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

PUCO
Case No. 09-564-GA-ATR

In the Matter of the Application of
North Coast Gas Transmission, LLC
For Approval of Contracts with
The East Ohio Gas Company
dba Dominion East Ohio,
and Columbia Gas of Ohio, Inc.
That Will Allow the Operation of
Lines in Connection with Each Other
Pursuant to Section 4905.48(A),
Revised Code

# APPLICATION FOR INTERCONNECTION

OF

## NORTH COAST GAS TRANSMISSION, LLC

#### I. INTRODUCTION

Now comes North Coast Gas Transmission, LLC ("North Coast" or "the Applicant") an Ohio public utility providing intrastate natural gas transportation service and pursuant to Section 4905.48, Revised Code, requests Commission approval for an interconnection agreement between the facilities of Somerset Gas Transmission Company LLC and The East Ohio Gas Company d/b/a Dominion East Ohio ("East Ohio") and between North Coast and Columbia Gas of Ohio, Inc. ("Columbia"). The purpose of the two interconnection agreements is to increase the upstream pipeline capacity available to serve the Columbia service area in Parma, Ohio. The Parma, Ohio area has experienced capacity constraints during past winters. As detailed in the numbered paragraphs below, the interconnection agreements, if approved, would allow natural gas to be shipped from one of two interstate pipelines, the Panhandle Eastern Pipe Line Company or the ANR Pipeline Company through existing facilities

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of East Ohio to new facilities constructed by North Coast to the Columbia distribution system serving the Parma, Ohio area. North Coast has received certification from the Power Siting Board to construct a ten inch pipeline which shall interconnect the East Ohio's TPL #8 with the Columbia distribution system for the Parma, Ohio area.

This application is being submitted with the support of East Ohio and Columbia. Filed under seal pursuant to O.A.C. 4901-1-24 as Exhibit A is a fully executed interconnection agreement between East Ohio and North Coast's parent, Somerset Gas Transmission Company, LLC ("Somerset"). A redacted Exhibit A is attached to this application. Attached as Exhibit B is a fully executed interconnection agreement between North Coast and Columbia. Approval of this Application, including the two interconnection agreements, will create an intrastate transport pathway from two interstate pipelines to Parma increasing the winter capacity by 35,000 MMBtu / day and summer capacity by 15,000 MMBtu / day.

#### II. PARTIES

- 1. East Ohio and Columbia are public utilities and natural gas companies pursuant to Sections 4905.02 and 4905.03(A)(6), Revised Code.
- 2. North Coast is a public utility and pipe-line company pursuant to Sections 4905.02 and 4905.03(A)(7), Revised Code.
- 3. North Coast is a wholly owned subsidiary of Somerset Gas Transmission Company, LLC. Upon approval of this Application by the Commission and completion of the construction of the facilities described in paragraphs 8-10 below, Somerset shall assign any and all rights it has under Exhibit A to its subsidiary, North Coast Gas Transmission, LLC.
- 4. The Commission has jurisdiction over all three utilities affected by the requested interconnection application.

- 5. Section 4905.48, Revised Code, requires that any interconnection between jurisdictional public utilities and transactions among utilities receive approval from the Commission.
- 6. The interconnection agreements attached as Exhibit A and Exhibit B are not for the purchase, sale, or lease of assets, but rather are intended to be arrangements whereby the three public utilities will operate their respective pipeline systems to effectuate the transportation of gas from two interstate pipelines to Columbia for its Parma, Ohio service area.
- 7. The terms and conditions of the interconnection agreements between the three utilities are contained in the Exhibits A and B and more fully described in Section IV below. These include the payments by Columbia to North Coast and the payment by Somerset to East Ohio.

#### III. ADDITIONAL UTILITY FACILITIES

- 8. To create this additional capacity for the Parma, Ohio area North Coast sought and received approval from the Ohio Power Siting Board to build a 3,300 foot ten inch natural gas pipeline.
- 9. North Coast, in conjunction with its parent Somerset Gas Transmission Company, LLC, is constructing the ten inch pipeline now and expects to have it completed in order to provide the additional service to the Parma, Ohio area at the start of this heating season November 1, 2009.
- 10. North Coast has also agreed to fund upgrades to Columbia's Whitney Road station needed to accommodate the higher pressures created by the new ten inch pipeline service.

#### IV. SERVICE TERMS AND RATES

- season, the proposed service from North Coast and East Ohio to Columbia is sculpted to provide the Parma area more than twice as much capacity for winter than for summer. North Coast proposes using the new facilities and the attached agreements to provide an additional 35,000 MMBtu per day in the winter (November through March) and 15,000 MMBtu per day in the summer (April through October) to serve the needs of Columbia's Parma service area.
- obligations necessary to enhance capacity for Parma, Exhibit A provides for North Coast to secure the necessary upstream capacity from East Ohio. North Coast shall secure the necessary permits and rights of way and then build a pipeline to connect East Ohio's TPL #8 pipeline with the Columbia distribution system near Parma. North Coast shall maintain the connection pipeline facility in accordance with good industry practice. Finally, North Coast shall operate and administer the newly created intrastate transmission pathway based upon nominations made to it by Columbia or by shippers that Columbia has assigned said capacity.
- 13. The proposed rates for the North Coast provided transport service from the ANR Pipeline or Panhandle Eastern Pipe Line points of interconnection with East Ohio to the Parma City Gate with Columbia will consist of a seasonal demand and a seasonal commodity rate plus one percent shrinkage.
  - A. The Winter Demand rate is proposed to be \$12.684 per MMBtu
  - B. The Winter Commodity rate is proposed to be \$.01 per MMBtu
  - C. The Summer Demand rate is proposed to be \$11.923 per MMBtu
  - D. The Summer Commodity rate is proposed to be \$.01 per MMBtu

- 14. Under the interconnection agreements Columbia shall own and control the capacity created by this Application, complete with all rights of assignment to shippers other than Columbia.
- 15. The "all in rate" to move the natural gas from the designated interstate pipelines to Parma at 100% load factor will be \$.4272 per MMBtu in the Winter and \$.4022 per MMBtu in the Summer plus 1% shrinkage. This compares favorably with comparable interstate transmission offers.
- 16. The demand rate described in paragraph 13 (A) and (C) will be collected by North Coast from Columbia or potential assignees. Somerset shall pay to East Ohio the demand charge for reservation and use of its TPL #8 facility set forth in Exhibit A.

#### V. CONCLUSION

- 17. If this Application is approved, the Parma area which is now capacity constrained during the winter will have access to an additional 35,000 MMBtu that will help ease this constraint.
- 18. North Coast has received all the necessary construction permits to build the new facilities and crews are available to do the construction so that if this Application is approved in a timely manner the additional winter capacity will be available for the 2009 heating season commencing November 1, 2009.
- 18. Exhibits A and B which provide the terms and conditions for interconnection between the three utilities required to provide the new intrastate transmission pathway are hereby incorporated as part of this Application. Exhibit C consisting of the

verification sheets of the two officers of the Applicant is also hereby incorporated as part of this Application.

19. Approval of this Application does not require amendment to any existing customer tariffs.

WHEREFORE, the Applicant respectfully requests that the Commission approve this Application, authorize the filing of tariffs to implement the proposed rates and approve the interconnection terms and conditions proposed in Exhibits A and B pursuant to Section 4905.48(A), Revised Code, and provide any other relief that is necessary in order to implement this arrangement.

Respectfully submitted,

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Attorneys for North Coast Gas Transmission, LLC

# **EXHIBIT A**

## SERVICE AGREEMENT -- DTS RATE SCHEDULE

THIS AGREEMENT is entered into as of the day of February, 2009, by THE EAST OHIO GAS COMPANY dba Dominion East Ohio ("Company") and SOMERSET GAS TRANSMISSION COMPANY, LLC ("Customer").

WITNESSETH: That in consideration of the mutual covenants contained in this Agreement, the parties agree:

Section 1. <u>Transportation Service to be Rendered.</u> In accordance with the provisions of the tariff on file with the Public Utilities Commission of Ohio ("PUCO"), and the terms and conditions of the Agreement, Company shall receive the quantities of gas requested by Customer to be transported and shall redeliver the gas to Customer's facilities on a firm basis, subject to any applicable restrictions. The Customer facility location, the service, and levels of service to be rendered, are set forth in Section 7 of this Agreement.

Section 2. <u>Incorporation of Tariff Provisions</u>. This Agreement in all respects shall be subject to the provisions of the tariff of Company or its relevant successors on file with the PUCO, as amended or superseded from time to time, which are incorporated by reference and made a part of the Agreement.

Section 3. <u>Regulation</u>. This Agreement is contingent upon the receipt and continuation of all necessary regulatory approvals and authorizations, if any. This Agreement shall become void or expire, as appropriate, if necessary regulatory approval or authorization is not received or continued.

Section 4. <u>Term.</u> This agreement shall become effective on the day gas is first transported pursuant to this Agreement, but not before November 1, 2009 or later than April 1, 2010 and continue for a primary term of sixty (60) months. The Agreement shall continue thereafter on a year-to-year basis subject to cancellation by either party after the primary term upon written notice to the other ninety (90) days prior to the end of any contract year. If, however, Customer has not received all final regulatory approvals needed to construct and operate its proposed pipeline from the interconnection with Company in Parma, Ohio ("Parma Interconnection") to a downstream interconnection with Columbia Gas of Ohio ("COH") by January 1, 2010 and to provide service through those facilities pursuant to an agreement between Customer and COH, Customer may terminate this Agreement. Termination shall not relieve either party of its obligations hereunder with respect to transactions that have occurred prior to the date of termination.

At no time during the term of this Agreement, and for twelve (12) months thereafter, shall Company be obligated to sell or deliver gas to Customer at Company's gas cost rate in effect with respect to sales of gas pursuant to Company's General Sales Service ("GSS") and Large Volume General Sales Service ("LVGSS") tariffs on file with the PUCO.

Section 5. <u>Notices.</u> Any notices, except those relating to billing or termination of service, required or permitted to be given pursuant to this Agreement shall be effective only if delivered personally, by facsimile or by email to an officer or authorized representative of the party being notified, to the address provided in Section 7 of this Agreement.

Section 6. Cancellation of Prior Agreements. This Agreement supersedes and cancels, as of its effective date, any prior oral or written agreements between the parties hereto relating to the matters covered herein and represents their entire contract relating to such matters. This Agreement shall not be assignable without the prior written consent of the other party.

#### Section 7. Contract Data.

#### A. <u>Delivery Point(s)</u>

Account No.

TBD

Address

Interconnect off of TPL#8

#### B. Rates and Charges

Winter (November 1 – March 31) Summer (April 1 – October 31)

35,000 Dth per day @ [Confidential material

15,000 Dth per day @ is omitted.]

The amount to be paid each month by Customer shall equal the above daily quantity for the month times the number of days in the month times the stated rate.

#### C. Volume Banking Service

NOT APPLICABLE

#### D. Receipts from Pools (see Exhibit A)

NOT APPLICABLE

#### E. Special Terms and Conditions (see Exhibit B)

NOTICES:

COMPANY:

Dominion East Ohio 1201 E, 55<sup>th</sup> Street Cleveland, OH 44103 CUSTOMER:

Somerset Gas Transmission Co., LLC

250 East Broad St. Columbus, OH 43215

Attn: Managing Director, Commercial

Operations

Contact: Michael Calderone

Phone: (614) 545-0488

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IN WITNESS WHEREOF, the parties herement as of its effective date.	reto have accordingly and duly executed this
SOMERSET GAS TRANSMISSION COI	
By://////	Title: denier Vice Precident
By: Michael E. Glidera	AP Date: 3/23/09
THE EAST OHIO GAS COMPANY	
Jeffrey A. Murphy	Managing Director, Commercial Operation
By Jane M. J	Legal Counsel
' V	

Customer: SOMERSET GAS TRANSMISSION COMPANY, LLC.

Exhibit B

#### SPECIAL TERMS AND CONDITIONS

- 1. (Confidential material has been redacted from this version.)
- 2. For the term of this Agreement, Company shall assign 35,000 Dth per day during the Winter Period (November 1 through March 31) and 15,000 Dth per day during the Summer Period (April 1 through October 31) of Firm Receipt Point Option Capacity to Customer at Company's Maumee Delivery Point. The assigned quantity is for the sole use of redelivering supply to Customer's Interconnection with COH downstream of the Parma interconnection or to Customer's existing interconnection with Columbia Gas Transmission at Oberlin, Ohio ("Oberlin Connection"). Deliveries at the Oberlin Connection cannot be greater than the Winter or Summer Period quantity set forth above less quantities redelivered by the Company at the Parma Interconnection. The Company's obligation to accept deliveries into its system pursuant to this Agreement is expressly limited to quantities to be redelivered as set forth above, and the transportation service provided herein is in no way intended, nor can it be used, to increase Customer's delivery entitlements at another receipt or delivery point directly or by displacement. Customer agrees to adjust its receipts via the Firm Receipt Point Option Capacity and/or its deliveries to other existing interconnections with Company to ensure that the total quantity received by Company from Customer in conjunction with Customer's agreement with COH is equal to the total volume delivered on behalf of COH by Customer. These conditions apply to any subsequent release of this capacity to any shipper by Customer and any subsequent release of the capacity to any other party. Any such releases are subject to approval by Company.
- 3. Customer agrees to pay for all costs associated with the construction of this facility. This includes, but is not limited to, the cost and gas loss associated with the tapping of Company's transmission line, the installation of a piping flange, and any and all piping and valves necessary to provide service to the Customer.
- 4. Customer understands that Company has been authorized by the PUCO to collect transportation surcharges. If Customer is required to pay transportation surcharges on volumes delivered by Company to its facilities pursuant to the terms of the Agreement, the use of natural gas transported by Company will become uneconomical, and will be discontinued or curtailed, and such gas deliveries will be replaced by alternative provisions for energy. Therefore, Company will waive these charges during the term of this Agreement.

Customer Approval:

Date: 3/23/09

Company Approvet

Date:

# **EXHIBIT B**

#### NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

BY THIS AGREEMENT, executed this Add day of Jame, 2008, between North Coast Gas Transmission, LLC ("North Coast") and Columbia Gas of Ohio, Inc. ("Columbia"), (North Coast and Columbia 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 is an intrastate pipeline certificated by the Public Utilities Commission of Ohio ("Commission") that owns a Gas transmission pipeline system described on Exhibit A to this Agreement ("Pipeline"); and

WHEREAS, Columbia is a natural gas company as defined in Revised Code Section 4905.03 and authorized to provide service subject to the jurisdiction of the Commission; and

WHEREAS, North Coast has committed to construct a pipeline lateral and related measurement and regulation facilities to connect its intrastate gas transport system to Columbia's system for the purpose of providing gas supplies to end use customers in the vicinity of Parma, Ohio effective as of the Commencement Date (this interconnection between Columbia and North Coast hereinafter referred to as "Parma" and the pipeline and the related facilities referred to as the "Parma Lateral"); and

WHEREAS, North Coast has entered into the necessary transportation agreements with Dominion East Ohio Gas Company ("DEO") to facilitate the transportation of Gas supplies from the Receipt Point set forth in **Exhibit B** to Columbia at the Parma interconnection; and

WHEREAS, Columbia desires to utilize the Pipeline for the transportation of additional Gas supplies to its customers located in northern Ohio; and

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

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree as follows:

#### **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. "Commencement Date" shall mean the date that commercial volumes of Gas is scheduled to be delivered to Columbia pursuant to this Agreement. The Commencement Date shall be November 1, 2009, unless North Coast in accordance with Article VII below notifies Columbia of a delay due to the Ohio Power Siting Board in which case the Commencement Date shall be the day that commercial volumes of Gas are scheduled to be delivered to Columbia not to go beyond April 1, 2010.
- D. "Commission" shall mean the Public Utilities Commission of Ohio or any successor governmental authority.
- E. "Customer" shall mean any individual, governmental, or corporate entity taking transportation service hereunder.
- F. "Dekatherm" or "Dth" shall mean a unit of Gas consisting of a volume measured to provide a thermal value of 1,000,000 Btus. A Dekatherm shall also be the standard unit for purposes of nominations, scheduling, invoicing, and balancing under this Agreement.
- G. "Delivery Point(s)" shall mean the specific measurement location(s) listed on Exhibit B at which North Coast shall deliver to Columbia and Columbia shall receive Gas from North Coast. Exhibit B is hereby incorporated into this Agreement.
- H. "Delivery Volume" shall mean the volume of Gas actually received at the Delivery Point(s) by or on behalf of Columbia.
- I. "DEO" shall mean The East Ohio Gas Company doing business as Dominion East Ohio.
- J. "Firm" shall mean that each Dth Columbia nominates and North Coast confirms at the Receipt Point, within Columbia's MDQ, will be delivered to Columbia's Delivery Point(s) minus North Coast's shrinkage without interruption except under force majeure conditions or an energy emergency declared by the Commission or the Governor that denies Columbia's receipt of its confirmed nominated volumes or redirects Columbia's confirmed nominations to an alternate delivery point not capable of serving Columbia directly.
- K. "Gas" shall mean natural gas of interstate pipeline quality.

- L. "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.
- M. "Imbalance" shall mean the daily difference between the Dths tendered by or for Columbia's account at the Receipt Point minus North Coast's Shrinkage and the confirmed nomination volumes allocated to Columbia at the Delivery Point(s).
- N. "Interruptible" shall mean that each Dth Columbia nominates and North Coast confirms at the Receipt Point, in excess of Columbia's MDQ, will be delivered to Columbia'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 Gas quantity which Columbia shall be entitled to nominate during any 24-hour period. Columbia's MDQ is stated on Exhibit B.
- 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. "North Coast System" shall mean the Buckeye 425 pipeline, Buckeye 10 inch pipeline, the Ashland 8 inch pipeline, the 10 inch Parma Lateral, and the 8 inch Marion to Toledo line or any expansion, additions to, or replacement of these pipelines. The North Coast System is illustrated on Exhibit A.
- R. "Nomination" shall mean the confirmed Quantity of Gas, which Columbia 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 operational conditions are such that North Coast must either restrict the nominations and amounts tendered to its Receipt Points equal to Columbia's actual deliveries to the Delivery Point for a given day, or require Columbia to actually tender to the Receipt Point a sufficient quantity of Dths to cover the amount of Gas North Coast, using good industry practice, projects Columbia will withdraw for a given day. North Coast shall only declare an Operational Flow Order if an upstream pipeline declares an operational flow order or local conditions are such that in accordance with its Tariff North Coast must restrict receipts and deliveries to ensure high priority service.
- T. "Parma Lateral" Shall mean a ten inch diameter pipeline to be constructed by North Coast interconnecting North Coast's pipeline facilities with Columbia.

- U. "Quantity of Gas" shall mean the number of units of gas expressed in Dth unless otherwise specified.
- V. "Receipt Point(s)" shall mean those measurement locations where Columbia-owned Gas is delivered to DEO for transport to Columbia's system.
- W. "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.
- X. "TCO" shall mean Columbia Gas Transmission Corporation.
- Y. "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

- 1.1 Columbia shall arrange with its Gas suppliers to have Gas tendered to the Receipt Point for delivery to the Delivery Point(s) in a volume designed to match Columbia's nomination at the Delivery Point(s) plus Shrinkage for each Day in an amount not to exceed Columbia's MDQ. North Coast shall then redeliver, on a Firm basis, such quantities, less North Coast's Shrinkage, to Columbia at the Delivery Point(s) as illustrated on **Exhibit B**. Transportation service under this Agreement shall be governed by: 1) rules and orders of the Commission; 2) this Agreement; and 3) North Coast's then current transportation tariff on file with the Commission. In the event of ambiguity or a conflict among the above sources as to the nature of the service prescribed by this Agreement, preference shall be given to the source in accordance with the above ranked order.
- 1.2 If requested by Columbia, North Coast may receive and deliver interruptible Gas volumes to Columbia's Delivery Point(s) if North Coast, using reasonable judgment, determines that capacity exists after all the Firm transport obligations on North Coast have been met. North Coast shall charge Columbia a negotiated rate for the delivery of any such interruptible Gas volumes. Availability of interruptible service shall be determined by North Coast using good industry practice. Transport of interruptible volumes shall not create a right for future interruptible deliveries or constitute an adjustment of the MDQ. Transport of interruptible volumes may cease at any time if North Coast determines that capacity is required by firm Customers of North Coast. North Coast shall have no obligation to transport unauthorized overruns.

- 1.3 For planning purposes, Columbia shall provide Written Notice, at least three (3) business days prior to the start of each Month, to North Coast of the amount of Gas it forecasts to transport to the Receipt Point each day during the upcoming Month.
- 1.4 Columbia 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 Columbia makes on the upstream interstate pipeline and downstream local gas distribution and/or interstate pipeline company operating the applicable Delivery Point(s). Should Columbia 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 Columbia'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).
- 1.5 Columbia is entitled 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 specified on Exhibit B on a firm basis; provided, however, that during both the summer and winter period, nominations to the interconnection between North Coast and TCO commonly referred to as the Oberlin interconnection ("Secondary Delivery Point") cannot exceed 40,000 MMBtu/day in the aggregate under this and the Transportation Agreement between the parties dated March 24, 2008 ("March 28, 2008 Transportation Agreement"). Additionally, during the winter period, Columbia will limit its nominations to the lesser of (I) the quantity of Gas it will take at Parma under the Daily Demand Curve plus 20,000 MMBtu or (ii) the quantity of Gas it will take at Parma under the Daily Demand Curve plus a quantity that, in the aggregate with nominations under the March 24, 2008 Transportation Agreement, would not require North Coast to deliver quantities to the North Coast interconnection with TCO at Oberlin in excess of 40,000 MMBtu on any day. A copy of the Daily Demand Curve is attached as Exhibit D and hereby incorporated as part of this Agreement. All deliveries at the Secondary Delivery Point are subject to TCO's ability and willingness to accept such Gas.
- 1.6 Notwithstanding anything in the definition for OFO above that may be to the contrary, if any of the interstate pipelines interconnected with North Coast issues an OFO, or takes other steps that reduce or eliminate North Coast's or Columbia's balancing tolerance, or if local weather conditions or operational problems place human needs customers at risk, then North Coast may issue its own OFO to Columbia. During a regional over supply condition, such OFO may require Columbia to deliver into the North Coast Pipeline only that volume of Gas that Columbia will actually take delivery of at the Delivery Point(s) on that day. During a regional under supply condition North Coast may require Gas deliveries on a daily basis reasonably equal to the amount of Gas Columbia will take delivery of at the Delivery Point(s). North Coast will use its best efforts to limit such OFO to just the time necessary to comply with interstate OFOs or adverse local conditions.
- 1.7 The Parties have executed the Operational Balancing Agreement listed in Exhibit C and it is made a part hereof as if fully re-written herein in order to manage the Imbalance created by the transportation services provided under this Agreement.

- 1.8 After Columbia delivers Gas or causes Gas to be delivered to North Coast at the Receipt Point specified in the Agreement, North Coast shall be deemed to be in control and possession of the Gas until thermally equivalent quantities (less Shrinkage) are redelivered to Columbia or for the account of Columbia at the Delivery Point(s). Columbia shall have no responsibility or liability with respect to any pipeline quality Gas delivered by Columbia to North Coast until North Coast redelivers such Gas to Columbia or for the account of Columbia. North Coast shall have no responsibility with respect to Gas owned by Columbia until such time as Columbia delivers or tenders such Gas to be delivered to North Coast at the Receipt Point or after North Coast redelivers such Gas to Columbia or for the account of Columbia at the Delivery Point(s), or on account of anything which may be done, happen, or arise with respect to such Gas before such delivery or after such redelivery.
- 1.9 Columbia hereby warrants that it has good title to all Gas delivered to the Receipt Point, free and clear of all claims, liens and other encumbrances, and covenants and agrees to indemnify and hold North Coast harmless from any and 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 to Gas tendered at the Receipt Point.
- 1.10 North Coast shall make deliveries at the Primary Delivery Point at pressures which may be reasonably required by Columbia, but in no event shall North Coast be required to deliver gas to the Primary Delivery Point at a pressure greater than 100 psig. If, during the term of this Agreement, Columbia determines that it will reasonably require pressures at the Primary Delivery Point greater than 100 psig, it will notify North Coast of the pressure requirement and subject to regulatory approval and agreement between Columbia and North Coast which allows North Coast to recover its costs plus a reasonable rate of return, North Coast will perform the necessary upgrades to its system required to provide Columbia with the required pressure.

#### II. QUANTITY AND PRICE

- 2.1 Columbia shall pay to North Coast a monthly Demand Fee calculated by multiplying the MDQ by the Demand Rate stated on Exhibit B as may be changed from time to time with the mutual consent of the Parties.
- 2.2 Columbia shall pay to North Coast a Commodity Fee calculated by multiplying the per Dth Commodity Rate listed on **Exhibit B** as may be changed from time to time with the mutual consent of the Parties by the Delivery Volume for the month.
- 2.3 At the time of the execution of this Agreement there is no assessment or tax based upon the service which North Coast provides to Columbia. If during the term of this Agreement a governmental agency with taxing authority or the Commission promulgates an assessment or fee upon North Coast by virtue of providing the transportation service to Columbia, the parties

shall meet and establish new Demand and/or Commodity Rates designed to include the actual amount of such tax or fee into the existing rates as set forth in **Exhibit B**.

2.4 In the event that North Coast contracts with a third party to deliver Gas to Columbia's distribution system at the Parma interconnection, Columbia shall have the right to reduce its contract MDQ's at Parma by an equivalent amount upon 30 days notice to North Coast which notice shall not be effective prior to the effective contract date of service to a third party.

#### III. TERM

- 3.1 Subject to the early termination rights as provided for in Section VII of this Agreement, this Agreement shall commence on execution, with commercial quantities of gas to flow on the Commencement Date. The primary term of this Agreement shall be the period of time between the latest date signatures of by both parties are set forth on this Agreement and five years from the Commencement Date. The only provision for termination without potential liability by the terminating party prior to five years past the Commencement Date would be early termination as provided for in Article VII. The Agreement will continue on a year to year basis after the primary term unless terminated by either party upon ninety (90) days prior Written Notice.
- 3.2 Columbia and North Coast recognize that regardless of the Commencement Date, during the first two months the Parma Lateral is in service, North Coast may need to adjust operations of the facilities to meet its contractual obligations to Columbia. Therefore for the first two months of operation of the Parma Lateral, delivery service under this Agreement shall be Firm, subject to North Coast's use of its best efforts to fulfill nominations made by Columbia during that time should adjustments to the operations of its Facilities be required. Should North Coast not be able to fulfill Columbia's nominations due to operational adjustments as set forth in this Paragraph 3.2, no adjustments to the contractual volumes or rates shall be made during the two month initial service period. However, should Columbia secure alternate supplies during the two month initial service period as a result of North Coast's inability to fulfill Columbia's nominations under this Agreement, North Coast shall reimburse Columbia all incremental costs incurred by Columbia associated with Columbia's purchase of such alternate supplies.
- 3.3 Prior to the Commencement Date, North Coast may request the right to test the Parma Lateral and its Facilities. North Coast may upon reasonable notice request the right to make test deliveries to Columbia on an interruptible basis. Columbia shall use its best efforts to permit such testing. All volumes delivered to Columbia during such testing shall be applied to the imbalance as set forth under the Operational Balancing Agreement for the Parma Lateral.

#### IV. MEASUREMENT AND QUALITY OF GAS

- 4.1 Measurement of the Gas tendered to the Receipt Point(s) on behalf of Columbia shall be based upon allocation information received from the upstream pipeline(s) interconnected with North Coast. Disputes regarding allocated throughput at the Receipt Point(s) shall be handled in accordance with the tariff of the Receipt Point(s) operator. Measurement of deliveries of Gas shall be based upon the North Coast meter readings. Within no more than thirty (30) days from the execution of this Agreement the Parties will meet to update the Operational Balancing Agreements list in Exhibit C and enter into a suitable operational balancing agreement for the Parma Lateral.
- 4.2 Upon reasonable prior notice, Columbia shall have the right to review the records of the Receipt Point meter(s) and/or Delivery Point meter(s), during normal business hours. Either Party may, at its election, have any or all of the Receipt Point meter(s) and/or Delivery Point meter(s) meters tested for accuracy and adjusted in accordance with good industry practice. If a meter tests within 2% or better of accurate measurement, then the cost of the test shall be paid by Party requesting the test. If a meter is found to be inaccurate by more than 2%, the Party owning the meter shall pay for the test. No adjustment shall be made for delivery charges or Gas imbalances unless a meter tests inaccurate by more than 5%. Any such billing correction shall only be to the 2% error level, and the time period during which corrections in prior billing will be made shall not extend longer than to the last meter testing or six months, whichever is less.
- 4.3 The Gas delivered by North Coast to Columbia at the Delivery Point(s) shall be of interstate pipeline quality and shall, at a minimum, be commercially free from oil, water, air, salt, dust, gum, gum-forming constituents, harmful or noxious vapors, or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters and other equipment at the Delivery Points or downstream of the Delivery Points.

#### V. BILLING AND PAYMENT

5.1 On or before the tenth (10<sup>th</sup>) day of each Month following the Commencement Date, North Coast shall render to Columbia a statement setting forth the total quantity of Gas nominated by Columbia and confirmed by North Coast pursuant to this Agreement during the immediately preceding Month, the billing rate and the amount due. Billing statements shall be deemed as rendered when such statements are deposited by North Coast with the U.S. Mail for first-class delivery, as evidenced by the postmark date, deposited by North Coast with an overnight courier service for delivery to Columbia, sent via facsimile machine to Columbia or hand-delivered to Columbia's office.

If it shall be found that at any time or times Columbia has been overcharged or undercharged in any form whatsoever under this Section and Columbia has actually paid the bills containing such overcharge or undercharge, North Coast shall refund the amount of any such overcharge or Columbia shall pay the amount of any such undercharge within thirty (30) days after final determination of such amounts. In the event an error is discovered in the amount billed in any statement rendered by North Coast, such error shall be adjusted within thirty (30) days from the date of discovery of such error but in any event within six (6) months from the date of such statement with a three (3) month rebuttal period.

5.2 Columbia shall make payment to North Coast for services purchased during the preceding Month and billed pursuant to the provisions of this Agreement on or before the twenty-fifth (25<sup>th</sup>) day of the Month, unless otherwise agreed to by the parties. Payment shall be made by wire transfer of Federal Funds at such bank account designated by North Coast, except when such day of the Month is a Saturday, Sunday or federal bank holiday, in which case payment is due on the following Business Day. All such payments shall be considered to have been made on the date when North Coast has use of such funds.

If the rendering of the bill is delayed after the tenth (10th) day of the Month following the Month of actual delivery, then the time of payment shall be extended by the same number of days as the delay. If Columbia is responsible for the delay, the provisions of the previous paragraph remain as applicable.

If Columbia, in good faith, disputes the amount of any such invoice or any part thereof, Columbia will pay such amount as it concedes to be correct; provided, however, if Columbia disputes the amount due, it must provide supporting documentation acceptable in accordance with normal industry practice to support the amount paid or disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

If Columbia fails to remit the full amount when due, the amount not paid by the due date shall be increased by 1.5 percent (1.5%) of the amount not timely paid each month.

5.3 North Coast reserves the right to review Columbia's credit worthiness at any time. Upon request, but not more than twice in any 12-month period, Columbia must provide current financial credit information. If North Coast determines that Columbia's current financial or credit status will not reasonably support the level of service contracted for, North Coast may request that Columbia post the appropriate amount of collateral. Collateral may be in the form of a prepayment, cash deposit, letter of credit, creditworthy parent guarantee or other security acceptable to North Coast.

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

Columbia Gas of Ohio, Inc. 200 Civic Center Drive Columbus, OH 43215 Attn: Director of Gas Procurement

Facsimile: 614/460-6442

Email: sphelps@nisource.com

North Coast Gas Transmission, LLC 250 E. Broad Street, Suite 1220 Columbus, OH 43215 Attn: Sr. Vice President

Facsimile: 614/545-0496

Email: mcalderone@somersetgas.com

#### VI. UPSTREAM CAPACITY

6.1 North Coast shall at all times during the term of this Agreement, and any extension thereof, hold sufficient upstream capacity on DEO to enable Columbia to deliver its MDQ, to North Coast from DEO's Maumee interconnections downstream of the ANR Pipeline Company and Panhandle Eastern Pipe Line Company. North Coast shall be responsible for ensuring that all volumes nominated by Columbia at the Receipt Point, up to its MDQ, shall be nominated and scheduled on DEO for delivery to the North Coast System and ultimate redelivery to Columbia. North Coast shall pay all demand and/or other charges due DEO under North Coast's capacity agreement with DEO. North Coast hereby represents that it has or will acquire sufficient capacity on DEO to satisfy the MDQ at all Delivery Points in this Agreement.

## VII. OBLIGATIONS OF THE PARTIES | RIGHT TO EARLY TERMINATION

- 7.1 The following obligations shall become effective upon execution of this Agreement as to North Coast:
  - A. Commence engineering, land surveys, legal and environmental research necessary to prepare an application to the Ohio Power Siting Board.
  - B. Commence preparation of and file for required authorizations from the Public Utilities Commission of Ohio.
  - C. Commence obtaining options on or actual rights of ways for the Parma Lateral.
  - D. Commence discussions with DEO and obtain the necessary capacity to implement Article VI of this Agreement.
- 7.2 The following obligations shall become effective upon execution of this Agreement as to Columbia.

- A. Support North Coast's efforts to prepare, file and seek approval of all required applications and certificate filings made to the Public Utilities Commission of Ohio and the Ohio Power Siting Board.
- B. Support North Coast's efforts to prepare, file and seek approval of all subsequently identified governmental or right of way land owner authorizations or agreements required to obtain approval to acquire, construct or operate the Parma Lateral.
- 7.3 North Coast shall have the right to terminate this agreement with no further liability to Columbia by serving upon Columbia prior to April 1, 2009 a detailed written notice documenting any one of the following occurrences:
  - A. The Ohio Power Siting Board failed to grant approval prior to March 15, 2009 to construct the Parma Lateral or has granted a certificate containing terms and conditions which in North Coast's sole judgment makes construction, operation or continued use of the Parma Lateral impractical or uneconomic.
  - B. North Coast despite reasonable efforts has failed to receive by March 15, 2009 all required governmental and regulatory approvals required to construct, operate and provide service from the Parma Lateral upon terms and conditions satisfactory to North Coast.
  - C. North Coast is unable obtain by March 15, 2009 all required rights-of way, easements, surface rights, or other property rights required to construct and operate the Parma Lateral upon terms and conditions satisfactory to North Coast.
  - D. North Coast fails to obtain bank or other financing required for construction of the Parma Lateral upon terms and conditions, which in North Coast's sole judgment, are acceptable.
  - E. North Coast has not received by March 1, 2009 all corporate or Board of Manager's approvals required to construct and operate the Parma Lateral and to execute the agreements required to provide transportation service to Columbia.
- 7.4 Columbia has the right to terminate this Agreement without further liability to North Coast if any of the following occurances take place:
  - A. North Coast has not filed an application for the Parma Lateral with the Ohio Power Siting Board by March 15, 2009.

B. North Coast has not completed construction of the Parma Lateral in time to provide firm transportation service by November 1, 2009; provided, however, if North Coast has not received final approval from Ohio Power Siting Board to construct the Parma Lateral by June 1, 2009 and notifies Columbia in writing of such event before June 15, 2009, then Columbia shall not have the right to terminate this agreement hereunder unless North Coast fails to obtain such approvals by January 1, 2010.

#### VIII. FORCE MAJEURE

- 8.1 Except with regards to a party's obligation to make payment due under Section V, 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 8.2.
- 8.2 Force Majeure shall include, but shall not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption 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, insurrections or wars; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction. The Parties shall make reasonable efforts to avoid the adverse impacts of a Force Majeure event and to promptly resolve any such event once it has occurred in order to resume performance.
- 8.3 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.
- 8.4 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.
- 8.5 A party claiming Force Majeure must provide prompt notice to the other party. Initial notice may be given orally; however, written notification with reasonably full particulars of

the event or occurrence claimed to constitute Force Majeure 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 the Force Majeure event, and neither party shall be deemed to have failed in such obligation to the other during such occurrences or event.

#### IX. ADDITIONAL TERMS

- 9.1 Columbia and North Coast specifically agree to jointly file for approval of this Agreement with the Commission and to vigorously seek approval; however, nothing in this agreement shall obligate either Columbia or North Coast to file testimony, pleadings or any other documentation, if in each Party's sole determination filing such testimony or documents are not in its best interest. Further, North Coast agrees to not oppose Columbia's filing for recovery of any and all costs, associated with this Agreement, in any GCR proceeding before the Commission.
- 9.2 In the event of an energy emergency declared by the Governor or any other lawful official or body, it is understood that Columbia and North Coast shall follow the dictates of any such energy emergency rule, or order and neither Party shall be liable to the other for any loss or damage suffered by the other Party as a result of compliance with the Energy Emergency Order.
- 9.3 Columbia and North Coast each assume full responsibility and liability for the maintenance and operation of its respective properties and shall indemnify and save harmless the other party from all liability and expense on account of any and all damage, claims or actions, including injury to and death of persons, arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party; provided however, that neither party agrees to indemnify the other party for the negligence of the other party, its agents, servants or employees.
  - 9.4 This Agreement shall be construed under the laws of the State of Chio.
- 9.5 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.
- 9.6 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.

- 9.7 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.
- 9.8 In the event that North Coast fails to provide Firm service at the Primary Deliver Points, except as excused by conditions of Force Majeure, and as defined in this Agreement, Columbia will have the right to terminate if North Coast cannot provide adequate assurances that the Firm Service interruptions (excluding conditions of Force Majeure) will not be eliminated prospectively. If North Coast fails to provide Firm Service after providing adequate assurance, then Columbia has the right to terminate this Agreement. Notwithstanding the foregoing, the Parties agree to meet and try to resolve any disputes as to Firm Service to the satisfaction of both parties. North Coast will use its best efforts to deliver quantities to the Secondary Delivery Point nominated by Columbia and agrees to transport Columbia's nominated quantities to that point before transporting another Customer's Gas to that point.
- 9.10 Should North Coast propose a firm expansion of it facilities in northern Ohio in a similar manner to those identified in its earlier proposals to Columbia, Columbia agrees that it will evaluate its ability to accept additional supplies based on its markets ability to absorb additional supplies, operational implications and the direct and indirect costs of such supplies compared to then existing alternatives as may at that time consistent with Columbia's regulatory status and supply obligations as they may exist at that time.
- 9.11 In the event that Columbia's merchant role is materially reduced or altered in any fashion by an order of the Public Utilities Commission or other regulatory agency during the term of this Agreement, the Parties agree to meet and establish conditions acceptable to both Parties that provide Columbia the ability to release its contracted capacity on North Coast to third parties. Such agreement to enable the release of North Coast capacity by Columbia between the Parties shall occur and become effective prior to the date Columbia deems a need to facilitate such assignment. If the Parties are unable to establish acceptable conditions prior to such date, Columbia shall have the right to terminate this Agreement upon 30 days notice without further liability to North Coast other than any unpaid demand or commodity costs incurred following the Commencement Date through termination as provided for in this Paragraph 9.11 for the actual flow of Gas during such period.

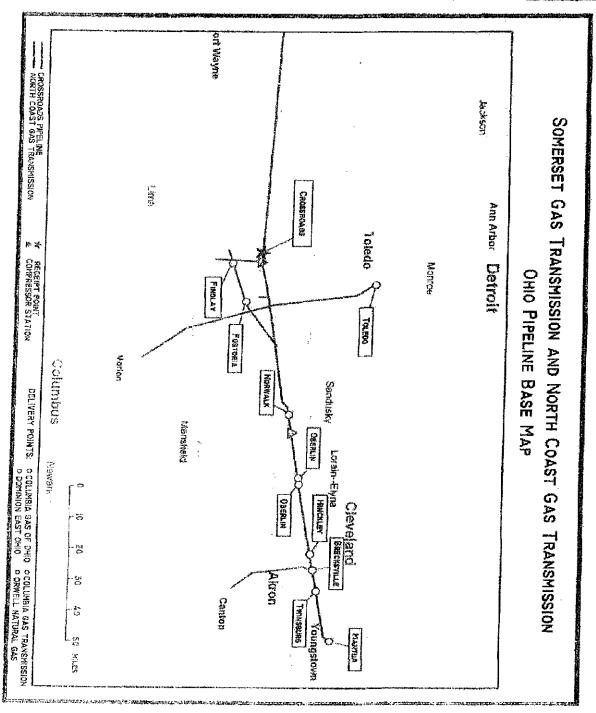
IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed as of the date set forth above.

North Coast Gas Transmission, LLC  By: 7/1666		Columbia Gas of Ohlo, Inc.  By: Mah Joldan
Its: June 1 will be the section of t	<del></del>	Its: Voce Presention  Date: Mar 7 2002
	14.	Approved on to form Time

Exhibit A

To the Natural Gas Transportation Service Agreement between

North Coast Gas Transmission, LLC and Columbia Gas of Ohio, Inc. dated June 23, 200 9



#### Exhibit B

To the Natural Gas Transportation Service Agreement between North Coast Gas Transmission, LLC and Columbia Gas of Ohio, Inc. dated 23 2008

#### **Primary Receipt Point**

• Interconnection between the facilities of DEO and Panhandle Eastern Pipe Line Company or ANR Pipeline Company at Maumee, Ohio.

#### **Primary Delivery Points**

 Interconnection between the facilities of North Coast and Columbia commonly known as the Parma Interconnection.

#### Secondary Delivery Point

 Interconnection between the facilities of North Coast and Columbia Gas Transmission Corporation commonly known as Oberlin.

#### Shrinkage

• 1.0%

#### MDQ

- 15,000 MMBtu/day from April 1 through October 31 (Summer Period)
- 35,000 MMBtu/day from November 1 through March 31 (Winter Period)

#### Rates

₩.	Summer Period Demand	\$11,923/MMBtu
*	Winter Period Demand	\$12.684/MMBtu
ø	Commodity (Summer and Winter)	\$ 0.01/MMBtu

# Exhibit C

To the Natural Gas Transpor North Coast Gas Transmission, LLC and	tation Service Agreement between Columbia Gas of Ohio, Inc. dated
Operational Balancing Agreemen	its between Columbia and North Coast
Interconnection	Date
Parma	Anternorinalismos espanolarismos espanolarismos espanolarismos espanolarismos espanolarismos espanolarismos esp

Exhibit D Page 1 of 2 To the Natural Gas Transportation Service Agreement between North Coast Gas Transmission, LLC and Columbia Gas of Ohio, Inc. dated 20,000

## Demand Temperature Curve/Parma City Gate Deliveries \*

	Maximum Daily Demand Estimates											
Temps,	<u>Jan</u>	<u> Feb</u>	Mar	<u>ngA</u>	May	Jun	<u>Jul</u>	Aug	Sep	<u>Oct</u>	Nov	<u>Dec</u>
65	5 9,000	12,000	2,500	4,800	4,800	4,800	4 200	4 000	4.400	ኛ ሰሰሰ	1.000	0.000
64							4,200	4,000	4,400	5,000	1,000	8,000
63						4,800	4,200	4,000	4,400	5,000	1,000	8,000
62						4,800	4,200	4,000	4,400	5,000	1,000	8,000
61						4,800	4,200	4,000	4,400	5,000	1,000	8,000
60				4,800		4,800	4,200	4,000	4,400	5,000	1,000	8,000
59				4,800		4,800	4,200	4,000	4,400	5,000	1,000	8,000
58				4,800		4,800	4,200	4,000	4,400	5,000	1,000	8,000
				4,800		4,800	4,200	4,000	4,400	5,000	1,000	8,000
57				4,800		4,800	4,200	4,000	4,400	5,684	1,000	8,000
58				4,800	4,800	4,800	4,200	4,000	4,400	6,368	1,000	
55 54				4,800	4,800	4,800	4,200	4,000	4,400	7,052	1,000	8,000
54 53				4,800	4,800	4,800	4,200	4,000	4,400	7,737	1,000	8,000
53		12,000		4,800	4,800	4,800	4,200	4,000	4,400	8.421	1,000	8,000
52		12,000		4,800	4,895	4,800	4,200	4,000	4,400	9,105	1,052	8,000
51		12,000	2,500	4,968	5,711	4,800	4,200	4,000	4,400	9,769	2,103	8,000
50		12,000	3,502	5,797	6,527	4,800	4,200	4,000	4,400	10,474	3,154	8,000
49		12,000	4,504	<b>6,62</b> 5	7,342	4,800	4,200	4,000	4,400	11,158	4,205	8,000
48		12,000	5,506	7,453	8,158	4,800	4,200	4,000	4,400	11,842	5,256	8,000
47		12,000	6,507	8,281	8,974	4,800	4,200	4,000	4,400	12,526	6,308	8,000
46	9,000	12,000	7,509	9,109	9,790	4,800	4,200	4,000	4,400	13,210	7,359	8,000
45	9,487	12,000	8,511	9,937	10,605	4,800	4,200	4,000	4,400	13,895	8,410	8,000
44	10,649	12,000	9,513	10,765	11,421	4,800	4,200	4,000	4,400	14,579	9,461	8,000
43	11,811	12,000	10,515	11,593	12,237	4,800	4,200	4,000	4,400	15,000	10,512	9,786
42	12,973	12,000	11,516	12,421	13,053	4,800	4,200	4,000	4,400	15,000	11,564	11,047
41	14,136	12,215	12,518	13,249	13,869	4,800	4,200	4,000	4,400	15,000	12,615	12,309
40	15,298	13,251	13,520	14,077	14,684	4,800	4,200	4,000	4,400	15,000	13,666	13,571
3 <del>9</del>	16,450	14,287	14,522	14,905	15,000	4,800	4,200	4,000	4,400	15,000	14,717	14,833
38	17,623	15,323	15,524	15,000	15,000	4,800	4,200	4,000	4,400	15,000	15,768	16,095
37	18,785	15,358	16,525	15,000	15,000	4,800	4.200	4,000	4,400	15,000	16,820	17,356
36	19,947	17,394	17,527	15,000	15,000	4,800	4,200	4,000	4,400	15,000	17,871	18,818
35	21,110	18,430	18,529	15,000	15,000	4,800	4,200	4,000	4,400	15,000	18,922	19,880
34	22,272	19,466	19,531	15,000	15,000	4,800	4,200	4,000	4,400	15,000	19,973	21.142
33	23,434	20,502	20,533	15,000	15,000	4,800	4,200	4,000	4,400	15,000	21,024	22,404
32	24,596	21,537	21,534	15,000	15,000	4,800	4,200	4,000	4,400	15,000	22,076	23,665
31	25,759	22,573	22,536	15,000	15,000	4,800	4,200	4,000	4,400	15,000	23,127	24 927
30	26,921	23,609	23,538	15,000	15,000	4,800	4,200	4,000	4,400	15,000	24,178	26,189
29	28,083	24,645	24,540	15,000	15,000	4,800	4,200	4.000	4,400	15,000	25,229	27,451
28	29,246	25,681	25,542	15,000	15,000	4,800	4,200	4,000	4,400	15,000	26,280	28,713
27	30,408	26,716	26,543	15,000	15,000	4,800	4.200	4,000	4,400	15,000	27,332	29,974
26	31,570	27,752	27,545	15,000	15,000	4,800	4,200	4,000	4,400	15,000	28,383	31,236
25	32,733	28,788	28,547	15,000	15,000	4,800	4,200	4,000	4,400	15 000	29,434	32,498
24	33,895	29,824	29,549	15,000	15,000	4,800	4,200	4,000	4,400	15,000	30,485	33,760
23	35,000	30,860	30,551	15,000	15,000	4,800	4,200	4,000	4,400	15,000	31,536	35,000
22.	35,000	31,895	31,552	15,000	15,000	4,800	4,200	4,000	4,400	15,000	32,588	35,000
21	35,000	32,931	32,554	15,000	15,000	4,800	4,200	4,000	4,400	15,000	33,639	35,000
20	35,000	33,967	33,556	15,000	15,000	4,800	4,200	4,000	4,400	15,000	34,690	35,000
19	35,000	35,000	34,558	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
18	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
17	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
16	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
15	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400 4,400	15,000	35,000	35,000
14	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400 4,400	15,000	35,000	35,000 35,000
13	35,000	35,000	35,000	15,000	15,000	4,800	4,200					
	35,000	35,000	35,000	15,000	15,000	4,800 4,800	4,200	4,000	4,400	15,000	35,000	35,000
	35,000	35,000	35,000	15,000	15,000	4,800 4,800	4,200	4,000 4,000	4,400	15,000	35,000	35,000 35,000
	35,000	35,000	35,000	15,000	15,000			4,000 4,000	4,400	15,000	35,000	35,000
	,	20,000	55,550	, 0,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000

Exhibit D To the Natural Gas Transportation Service Agreement between North Coast Gas Transmission, LLC and Columbia Gas of Ohio, Inc. dated

#### Demand Temperature Curve/Parma City Gate Deliveries \*

Maximum Dally Demand Estimates												
Temps.	<u>Jan</u>	Feb	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u> Jul</u>	Aug	<u>Sep</u>	<u>Oct</u>	Nov	Dec
8	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
8	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
7	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
6	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
5	35,000	35,000	35,000	15,000	. 15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
4	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
3-	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
2	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
1	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
0	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
-1	35,00D	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
-2	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
-3	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
-4	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
-5	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
-6	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
-7	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
-8	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
-9	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
-10	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
-11	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
-12	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
- 13	35,000	- 35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
-14	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,000	35,000	35,000
-15	35,000	35,000	35,000	15,000	15,000	4,800	4,200	4,000	4,400	15,060	35,000	35,000

<sup>\*</sup> These volumes represent estimated maximum delivery/market receipt capabilities for Columbia's market served by the North Coast Parma Interconnection. Scheduled quantities may be less than but may not exceed these estimated volumes.

# **EXHIBIT C**

## **VERIFICATION**

STATE OF Ohio	)
COUNTY OF Franklin	) SS: )
I, Michael E. Caldero	ne, being duly sworn, depose and say that I am the President of
North Coast Gas Transmission	on, LLC and that the statements made in the foregoing application
and exhibits are true to the be	est of my knowledge and belief.
	Michael E. Calderone
SWORN TO before n	ne and subscribed in my presence this / st day of
	Notary Public  STEPHEN M. HOWARD  NOTARY PUBLIC - STATE OF OHIO  MY COMMISSION HAS NO EXPIRATION DAYF  PECTION 142.03 R. S.

## **VERIFICATION**

) ) SS:

COUNTY OF Franklin )
I, Michael J. Yeager, being duly sworn, depose and say that I am the Assistant Secretary
of North Coast Gas Transmission, LLC and that the statements made in the foregoing application
and exhibits are true to the best of my knowledge and belief.
SWORN TO before me and subscribed in my presence this
Stephe M. Hward
Notary Fublic
STEPHEN M. HOWATO
MY COMMISSION HAS NO EXPIRATION DATE

STATE OF Ohio