

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of	:	
Generation Pipeline LLC for Approval of a	:	Case No. 17-524-GA-AEC
Natural Gas Transportation Service Contract.	:	

APPLICATION

Pursuant to Section 4905.31, Revised Code, Generation Pipeline LLC ("Generation Pipeline") respectfully requests approval of a natural gas transportation service agreement with Interstate Chemical Company ("Shipper"). In support of this application, Generation Pipeline makes the following statements.

1. In its September 23, 2004 Finding and Order in Case No. 15-1104-GA-ACE, the Commission authorized Generation Pipeline to operate a natural gas company in Ohio subject to the Commission's regulation.

2. The Shipper, Interstate Chemical Company, has facilities located at 4112 Corduroy Road, Oregon, Ohio. The Shipper understands and agrees that certain new natural gas facilities will need to be constructed by Generation Pipeline in order for natural gas to be transported to the Shipper's facilities.

3. Generation Pipeline and the Shipper have entered into the attached Natural Gas Transportation Service Agreement ("Agreement") and seek Commission approval as a reasonable arrangement pursuant to Section 4905.31, Revised Code.

4. The Startup Phase of this Agreement will commence upon Generation Pipeline's completion of its facilities at the Delivery Point and will last for a period of 180 days. Year 1 will commence immediately following the end of the Startup Phase, but in no event will

Year 1 commence later than January 1, 2018. After the first year, the Agreement will extend month-to-month thereafter unless cancelled by either party by providing thirty (30) days' notice.

5. Generation Pipeline has filed the Agreement for public review, save for the volume, price, and shrinkage factor which has been redacted for competitive reasons.

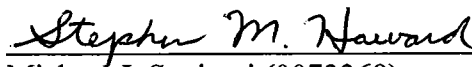
6. A motion for a protective order seeking protection of the price, volume, and shrinkage information in this Natural Gas Transportation Service Agreement was filed simultaneously with this application for approval of the Agreement.

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

8. Generation Pipeline submits that the attached Agreement is a reasonable arrangement and should be approved pursuant to Section 4905.31, Revised Code.

WHEREFORE, Generation Pipeline LLC respectfully requests that the Commission approve the Natural Gas Transportation Service Agreement attached to this Application pursuant to Section 4905.31, Revised Code.

Respectfully submitted,



Michael J. Settineri (0073369)

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Attorneys for Generation Pipeline LLC

NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

BY THIS AGREEMENT, executed and effective this 31st day of January, 2017, Generation Pipeline LLC (GPL) and Interstate Chemical Company (Shipper), (GPL 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, GPL, an Ohio natural gas company operating under the authority of The Public Utilities Commission of Ohio (PUCO), owns an natural gas pipeline and related facilities located in Ohio as depicted on the map in Exhibit A (the pipelines in Exhibit A, owned by GPL, are collectively referred to as the Pipeline); and

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

WHEREAS, GPL has agreed to provide transportation service to Shipper subject to the terms and conditions hereof

WHEREAS, GPL and Shipper understand and agree certain new natural gas facilities will need to be constructed by GPL for natural gas deliveries to Shipper's facilities at 4112 Corduroy Road, Oregon Ohio (Delivery Point).

WITNESSETH: In consideration of the mutual covenants contained herein, the Parties hereto agree that GPL will transport for Shipper, and Shipper, on a firm basis in accordance with Exhibit B and other terms and conditions herein, will tender or cause to be tendered, natural gas for such transportation during the term hereof, at the prices and terms and conditions hereinafter provided:

DEFINITIONS

Except where the context otherwise indicates another or a 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" Generation Pipeline LLC, its successors and assigns.
- E. "Customer" or "Shipper" means any individual, governmental, or corporate entity taking transportation service hereunder.

- F. **"Dekatherm"** or **"Dth"** means the billing unit used by GPL measured by its thermal value. A dekatherm is 1,000,000 Btus. Dekatherm shall be the standard unit for the purposes of nominations, scheduling, invoices and balancing.
- G. **"Delivery Point(s)"** shall mean the specific measurement location(s) listed on Exhibit B at which GPL delivers Shipper-owned gas to Shipper and Shipper receives such gas from GPL.
- H. **"Delivery Quantity"** shall mean the quantity 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 the Shipper's Delivery Point (s) minus GPL'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 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 BTU's 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° 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 volume of gas tendered for the Shipper's account at the Receipt Point minus GPL's Shrinkage and the metered volumes allocated to the Shipper at the Delivery Point(s).
- N. **"Interruptible"** shall mean that the volume of gas tendered at the Receipt Point will be delivered to Shipper's Delivery Point(s) less Shrinkage if GPL, using reasonable judgment, determines that capacity exists after all Firm transportation commitments are satisfied.
- O. **"Maximum Daily Quantity"** or **"MDQ"** shall mean the maximum daily Firm natural gas quantity which Shipper shall be entitled to nominate and which GPL has the obligation to deliver during any 24-hour period.
- 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 on the first day the following month.
- Q. **"Nomination"** shall mean the confirmed Quantity of Gas which Shipper shall arrange to have delivered to the Receipt Point(s) for redelivery to the Delivery Point(s). The nomination shall include sufficient gas to account for Shrinkage.
- R. **"Operational Flow Order"** or **"OFO"** shall mean a declaration made by GPL that conditions are such that GPL 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(s) on that calendar day. GPL shall

only declare an OFO if an upstream pipe declares an operational flow order or otherwise restricts the flow of gas which would normally be delivered to GPL at the Receipt Point(s).

- S. "Overrun" shall mean any quantity of gas actually transported which exceeds the MDQ established by this Agreement.
- T. "PUCO" or "Commission" means The Public Utilities Commission of Ohio or any successor governmental authority.
- U. "Quantity of Gas" shall mean the number of units of gas expressed in Dth or MMBtu unless otherwise specified.
- V. "Receipt Point(s)" shall mean those measurement locations where Shipper-owned gas enters the GPL system.
- W. "Shrinkage" shall mean the quantity of gas required by GPL to replace the estimated quantity of gas required for compressor fuel and lost-or-unaccounted for gas.
- X. "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 e-mail, but shall not be effective until such time as the e-mail is acknowledged by the intended recipient or a copy of the same is received by the intended recipient by mail, express courier, or facsimile.

I. DELIVERY AND TRANSPORTATION

1.1 Shipper shall arrange with suppliers of Shipper's selection to have gas in an amount not to exceed (except as otherwise provided by Section 2.2 below) Shipper's MDQ, plus Shrinkage, tendered to the Receipt Point(s) as specified in **Exhibit B** for delivery into the Pipeline on Shipper's behalf. GPL shall redeliver, on a Firm basis, those quantities less Shrinkage to the Shipper or on the Shipper's behalf to the Delivery Point(s) specified in **Exhibit B** of this Agreement. All transportation by GPL for Shipper shall be governed by GPL's current tariff on file with the PUCO, except as expressly modified in this Agreement.

1.2 Shipper shall provide Written Notice to GPL, at least three (3) business days prior to the start of each calendar Month, of the quantity of gas it intends to transport for each day of upcoming month. Shipper may change its daily nomination by submitting its Nomination to GPL no later than 11:30 am Central Clock Time for gas flow the following day (Nomination Deadline). This Nomination should correspond to the scheduled deliveries Shipper makes on the upstream and downstream pipeline(s) delivering the gas to and receiving the gas from GPL. Should Shipper desire to modify its Nomination either for the current Day or the next Day after the Nomination Deadline, GPL will make every attempt to accommodate Shipper's request provided that GPL can confirm such quantities with the upstream pipeline delivering the gas and the downstream pipeline receiving the gas.

1.3 Except as otherwise specified herein, Shipper shall be permitted to have delivered to and removed from GPL's pipeline its nominated gas volume, adjusted for Shrinkage, up to the MDQ specified in **Exhibit B** of this Agreement. Shipper shall attempt to take its deliveries of gas at the Delivery Point(s) at uniform hourly flows provided, however, GPL shall use all reasonable efforts to deliver gas to Shipper at an hourly rate of 1/24th of Shipper's MDQ or its nominated quantity, whichever is less, if requested by Shipper.

1.4 If any pipeline interconnected with GPL issues an OFO, then GPL may issue its own matching OFO that will apply to all Shippers of similar service on a pro-rata basis. GPL may also issue OFO's which restrict Shippers from delivering more gas to GPL than Shipper will receive at the Delivery Point(s) or from receiving more gas from GPL than Shipper is causing to be delivered to GPL at the Receipt Point(s), less Shrinkage when GPL, in its sole discretion, determines such OFO is necessary to preserve its operational integrity or to meet its contractual obligations to all customers. GPL will use its best efforts to limit the OFO to just the time necessary to comply with another interconnected pipeline's OFO or to remedy the operational integrity or contractual compliance concerns prompting issuance of the OFO. GPL will only assess penalties to Shipper for non-compliance with another pipeline's OFO if GPL is actually assessed penalties by the pipeline which issued the OFO, and if Shipper was the cause for the penalty being assessed.

1.5 In the event that imbalances occur during the time an OFO is in effect, then imbalances shall be cashed in or out, calculated on a daily basis, in accordance with the GPL's tariff. Imbalances created by Shipper during non-OFO periods shall not be assessed a penalty unless GPL incurs penalties from the upstream transporter; provided, however, that the Parties will remedy all imbalances in the Month following the Month during which they were created.

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

II. QUANTITY AND PRICE

2.1 Shipper shall pay GPL in accordance with the terms and rates set forth in **Exhibit B** for each dekatherm of Gas delivered to the Delivery Point(s).

2.2 Shipper may request GPL to receive and deliver quantities in excess of Shipper's MDQ and GPL will transport those quantities if, in GPL's sole judgment, such capacity exists and Shipper and GPL negotiate an acceptable rate and other terms and conditions. Transportation of excess quantities by GPL may cease at any time, unless otherwise agreed in writing. Shipper agrees to pay rates contained in **Exhibit B** for all overrun quantities. Nothing herein is intended to grant the Shipper the right to refuse to comply with an OFO issued by GPL.

III. POINTS OF RECEIPT AND DELIVERY

3.1 The Receipt Point for gas tendered by Shipper to GPL shall be the interconnection as defined in **Exhibit B**.

3.2 The Delivery Point for gas delivered by GPL to Shipper shall be an interconnection as defined in **Exhibit B**. GPL will not be responsible for regulating pressure at the Delivery Point. Shipper agrees its facilities will be able to receive Shipper's gas up to a maximum pressure of 937 psig. For clarity, GPL does not guarantee delivery of gas at a specified pressure.

IV. TERM

4.1 This Agreement is effective upon execution and service will commence and end as stated in **Exhibit B**, and will extend month-to-month thereafter unless cancelled by either party by providing thirty (30) days' notice.

V. MEASUREMENT AND QUALITY OF GAS

5.1 Measurement of the gas delivered to Shipper shall be based upon an allocation conducted by GPL and disputes regarding allocated throughput shall be handled in accordance with GPL's tariff. In the event GPL was not able to take actual meter readings at any meter or if GPL has not received the necessary meter statements from the owner or operator of any applicable meter in time for preparation of the monthly statement, GPL may use an estimated gas delivery volume based on confirmed nominations. Any estimated delivery volume shall be corrected in the first statement after the actual meter readings become available. Any meter discrepancies shall be resolved pursuant to GPL's tariff.

5.2 All gas delivered under this Agreement shall be commercially free from solid and liquid impurities and shall satisfy all pipeline quality standards reasonable established from time to time by GPL and upstream or downstream pipelines. All gas delivered by GPL to Shipper shall be properly odorized according to 49 CFR 192.

VI. BILLING AND PAYMENT

6.1 On or about the tenth (10th) day of each calendar month, GPL will render to Shipper a statement setting forth the total quantity of gas nominated by Shipper and confirmed by GPL during the immediately preceding Month. Billings for all receipts and deliveries shall be made on a thermal basis in Dth (excluding applicable excise taxes).

6.2 In the event of a meter failure or unavailability of meter statements, imbalances will be resolved using the best information available and acceptable to both Parties.

6.3 Shipper agrees to pay GPL 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. If the Shipper, in good faith, shall dispute the amount of any statement or parts thereof, then Shipper shall pay the amounts Shipper concedes to be correct and provide documentation identifying the basis for the disputed amounts.

6.4 Except to the extent of the amounts then subject to an unresolved good faith dispute, 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 payments be delinquent by more than thirty (30) days, GPL shall provide Shipper written notice, and Shipper shall have three (3) business days to make payment to or arrangements with and acceptable to GPL. If Shipper fails to make payment or satisfactory arrangements after such notice, GPL 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. This section expressly modifies and supersedes GPL's tariff.

6.5 Any notice, request, demand, statement or other correspondence shall be given by written notice to the Parties hereto, addressed as follows:

SHIPPER: Interstate Chemical Company
Lou Razzano, Executive Vice President
2797 Freedland Road
Hermitage, PA 16148

E-Mail: lrizzano@interstatechemcial.com
Phone: (724) 981-3771
Fax:

GPL: Generation Pipeline LLC
Lee Lochtefeld, Vice President
445 Hutchinson Ave., Suite 830
Columbus, Ohio 43235

E-Mail: llochtefeld@somersetgas.com
Phone: (614) 505-7419
Fax: (614) 505-7212

VII. FORCE MAJEURE

7.1 Except with regards to a party's obligation to make payment due hereunder in accordance with Article VI and Section 1.5, neither party shall be liable to the other for failure to perform a Firm obligation to the extent that 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 below.

7.2 Force Majeure shall include but not be limited to the following: (1) physical events such as acts of God, landslides, lightning, earthquakes, fires, storm or storm warnings such as hurricanes which result in the evacuation of the affected areas, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (2) weather related events affecting an entire geographic region such as low temperatures which cause freezing or failure of wells or lines of pipe; (3) interruption of Firm transportation and/or storage by upstream interstate pipeline(s); (4) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, terrorism, insurrections or wars; and (5) governmental actions such as necessity for compliance with any court order, law, statute or ordinance, or regulations promulgated by a governmental authority having jurisdiction and (6) the need to take a line out of service for the purpose of an emergency or to add additional equipment, and/or measurement and regulation facilities. Additionally, GPL agrees to provide Shipper with at least 15 days advanced notice of any planned outage or interruption in service caused by or related to any nonemergency service, maintenance or installation of equipment and/or measurement and regulation facilities by GPL. To the extent reasonably possible, GPL agrees to work with Shipper to schedule nonemergency outages or interruptions in service. 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.

7.3 Neither Party shall be entitled to the benefit of the provision of Force Majeure to the extent that performance is affected by any or all of the following circumstances: (1) the curtailment of interruptible or secondary Firm transportation, unless primary, in-path Firm transportation is also curtailed; (2) the party claiming Force Majeure failed to remedy the condition and resume the performance of such covenants or obligations with reasonable dispatch; or (3) economic hardship.

7.4 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.

7.5 The party whose performance is prevented by the Force Majeure must provide notice to the other party. Initial notice may be given orally but written notice 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 the Force Majeure and neither party shall be deemed to have failed in such obligation to the other during such occurrences or event.

VIII. ADDITIONAL TERMS

8.1 GPL will be responsible for the engineering, procurement and construction of the natural gas facilities at the Delivery Point necessary to deliver natural gas to the Shipper's facilities. Shipper agrees to pay GPL for all associated costs of the Delivery Point grossed up 25% for income tax. Payment by Shipper to GPL will be in two installments; (1) three hundred and thirty-five thousand dollars (\$335,000) within thirty (30) days following execution of this Agreement so that GPL may order all necessary long lead-time materials for fabrication and (2) another three hundred and thirty-five thousand dollars (\$335,000) within 10 days of written notice of the start of construction. Following completion of the natural gas facilities at the Delivery Point, GPL will provide Shipper a cost reconciliation including the gross up for applicable income tax for Shipper's records. Any overpayment or underpayment will be refunded or paid by GPL or Shipper as applicable within 30 days following the reconciliation documentation.

8.2 Within 30 days prior to the end of contract Year 1, Shipper may exercise its one-time option to increase or decrease its MDQ by no more than twenty percent (20%) by providing Written Notice to GPL. For additional clarity, within 30 days of the end of contract Year 1 Shipper may increase its MDQ by as much as Dth/day to Dth/day or reduce its MDQ by as much as Dth/day to Dth/day. The resulting MDQ will remain in effect for as long as this Agreement remains in effect subject only to Section 8.3. This option expires upon commencement of contract Year 2.

8.3 During contract Year 7, Shipper may exercise its one-time option to reduce its MDQ to Dth/day by providing Written Notice to GPL. If Shipper exercises its option, the new MDQ of Dth/day will continue for as long as this Agreement remains in effect. This option expires upon commencement of contract Year 8.

8.4 This Agreement is subject and conditioned upon GPL obtaining all necessary rights and interests including but not limited to easements, licenses, approvals and or permissions that may be required from landowners, railroads or governmental entities and/or agencies for the permanent placement and construction of the necessary natural gas facilities at the Delivery Point. GPL and Shipper agree to the extent GPL is obligated to enter into any agreement or license that requires annual or reoccurring payments directly related to the necessary natural gas facilities at the Delivery Point (excluding utilities, routine maintenance and taxes), Shipper will reimburse GPL for the actual direct cost invoiced and incurred by GPL.

8.5 This Agreement is subject to PUCO approval prior to commencement of service. Shipper will join with GPL in support of the application to the PUCO for approval of this Agreement pursuant to Section 4905.31, Revised Code

8.6 In the event of an energy emergency declared by the Governor or any other lawful or official body, it is understood that GPL shall follow the dictates of any energy emergency rule or order. GPL shall not be liable for any loss or damage suffered by the Shipper as a result thereof.

8.7 This Agreement shall be construed under the laws of the State of Ohio. No presumption shall operate in favor of or against either Party as the result of any responsibility either may have had for drafting this Agreement.

8.8 This Agreement, together with all schedules and exhibits hereto, constitutes the entire agreement of 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.

8.9 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Any entity that shall succeed by purchase, merger, consolidation or other transfer to the properties of either GPL or Shipper, both substantially or as an entirety, shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement. Upon providing thirty (30) days advance written notice, either party may, without relieving itself of its obligations under this Agreement, assign any of its lawful rights hereunder to a company with which it is affiliated, provided the assignee is capable of assuming the obligations and creditworthiness. No other assignment of this Agreement or of any of the rights or obligations hereunder shall be made, without the prior written consent of the other party to this Agreement, which consent shall not be unreasonably withheld, and which shall be provided within sixty (60) days of receipt of written notice of assignee. It is agreed, however, that the restrictions on assignment contained in this paragraph shall not in any way prevent either party to this Agreement from pledging or mortgaging its rights hereunder as security for its indebtedness. 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.

8.10 The Parties agree that any dispute arising hereunder or related to this Agreement shall be resolved by the PUCO unless primary jurisdiction is vested in the Franklin County Common Pleas Court.

8.11 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, exemplary, or punitive damages.

8.12 Shipper may release up to 100% of the transportation capacity specified in this Agreement without compromising the rates delineated in this Agreement; provided, however Shipper shall secure GPL's consent for the release which consent may be withheld if GPL determines in its sole discretion that the proposed replacement shipper is not creditworthy. In such event, Shipper may still proceed with the release if it is willing to provide a credit guaranty to GPL, satisfactory to GPL, sufficient to guarantee the performance of the replacement shipper.

8.13 Each Party hereby agrees that it will not disclose the rates, terms or other conditions of this Agreement to any person other than (a) to the extent required by statute, rule, regulation or judicial or administrative process; (b) to its legal counsel; and (c) to its Affiliates to the extent they have a reasonable need to know in connection with such Party's operations. Furthermore, prior to making any disclosure of such information required by statute, rule, regulation or judicial or administrative process, each Party agrees to notify the other Party of such potential disclosure of such information, including, but not limited to, making filings to public bodies under seal or with redactions. As used herein, "Affiliate" means any person or entity which Controls, is Controlled by, or is under common Control with a person or entity and "Control" means the direct or indirect ownership of fifty percent (50%) or more of the outstanding equity interests in

a person or entity and/or the power to direct the management or policies of a person or entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

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

INTERSTATE CHEMICAL COMPANY

By: _____

Its: EXECUTIVE VICE PRESIDENT

GENERATION PIPELINE LLC

By: _____

Its: PRESIDENT

GENERATION PIPELINE LLC

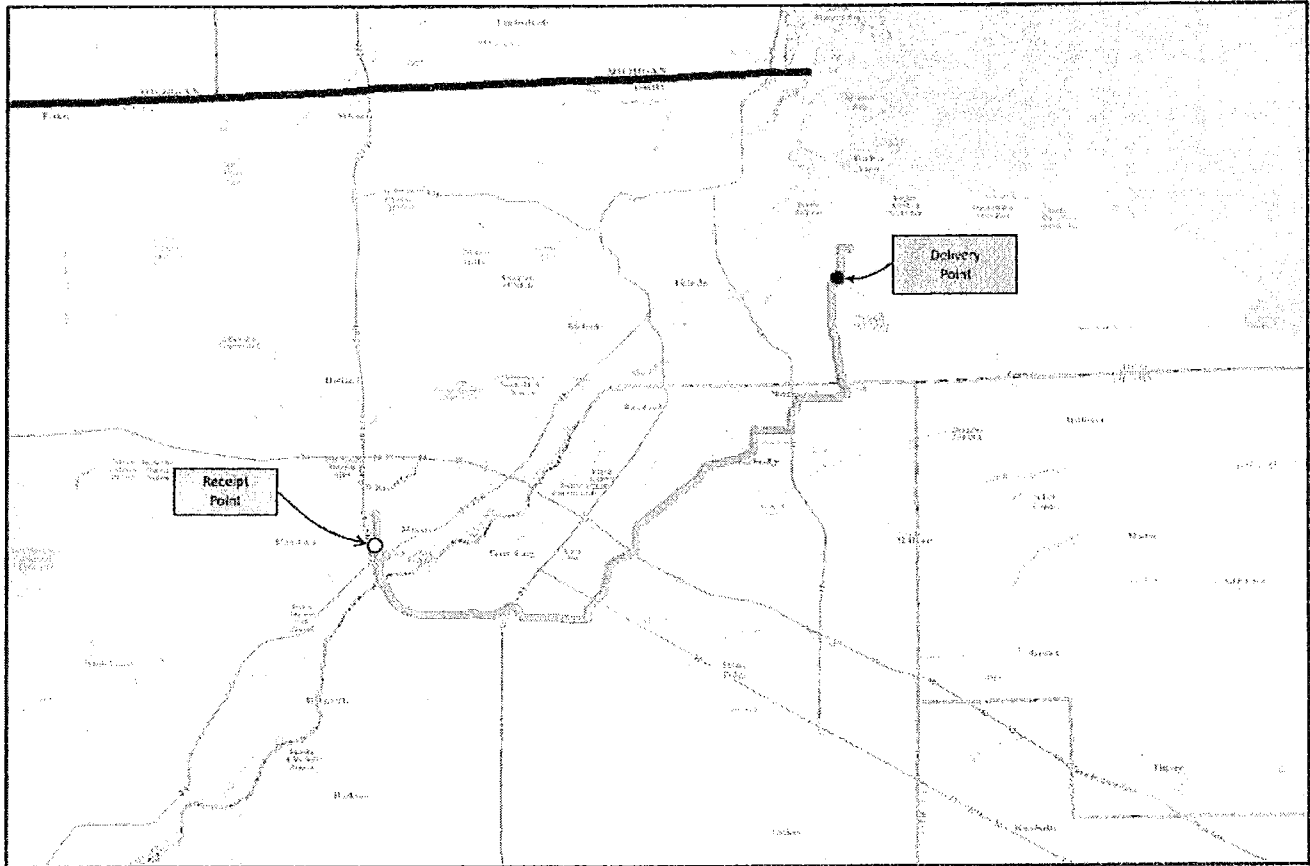


Exhibit B
GENERATION PIPELINE, LLC

Primary Receipt Point:

Interconnection between GPL and ANR Pipeline Company located in Lucas County, OH commonly known as Maumee/Fallen Timbers.

Primary Delivery Point(s)

Interconnections between GPL and Shipper's facility in Lucas County, OH commonly known as Interstate Chemical Company – Corduroy Road.

Shrinkage

$\frac{1}{2}$ % of Quantities Received at the Receipt Point.

Maximum Daily Quantity (MDQ)

Dth

Rates

Demand Rate: Rate/Dth multiplied by the MDQ multiplied by the number of days in the month

Commodity Rate: Rate/ Dth flowed up to 9,200 Dth

Year	Demand Rate	Commodity Rate
Startup Phase	\$	\$
Year 1	\$	\$
Year 2	\$	\$
Year 3	\$	\$
Year 4	\$	\$
Year 5	\$	\$
Year 6	\$	\$
Year 7	\$	\$
Year 8	\$	\$
Year 9	\$	\$
Year 10	\$	\$

Overrun Rate

Quantities taken/delivered in excess of the Maximum Daily Quantity on a daily basis are Interruptible and will be charged at a rate of \$ $\frac{1}{2}$ Dth

Tax Riders

Gross Receipts Tax: 4.75%

Excise Tax:

All customers except Flex Customers:

First 100 Mcf per account per month:	\$		per Mcf
Next 1900 Mcf per account per month:	\$		per Mcf
Over 2,000 Mcf per account per month:	\$		per Mcf

Flex Customers:

All bills rendered to a flex customer, as defined by Ohio Revised Code 5727.80 (N), shall be adjusted to provide for recovery of this at a rate of \$0.02 per Mcf on all volumes delivered with corresponding reduction to the flexed base rate(s) being billed the account.

Character of Service

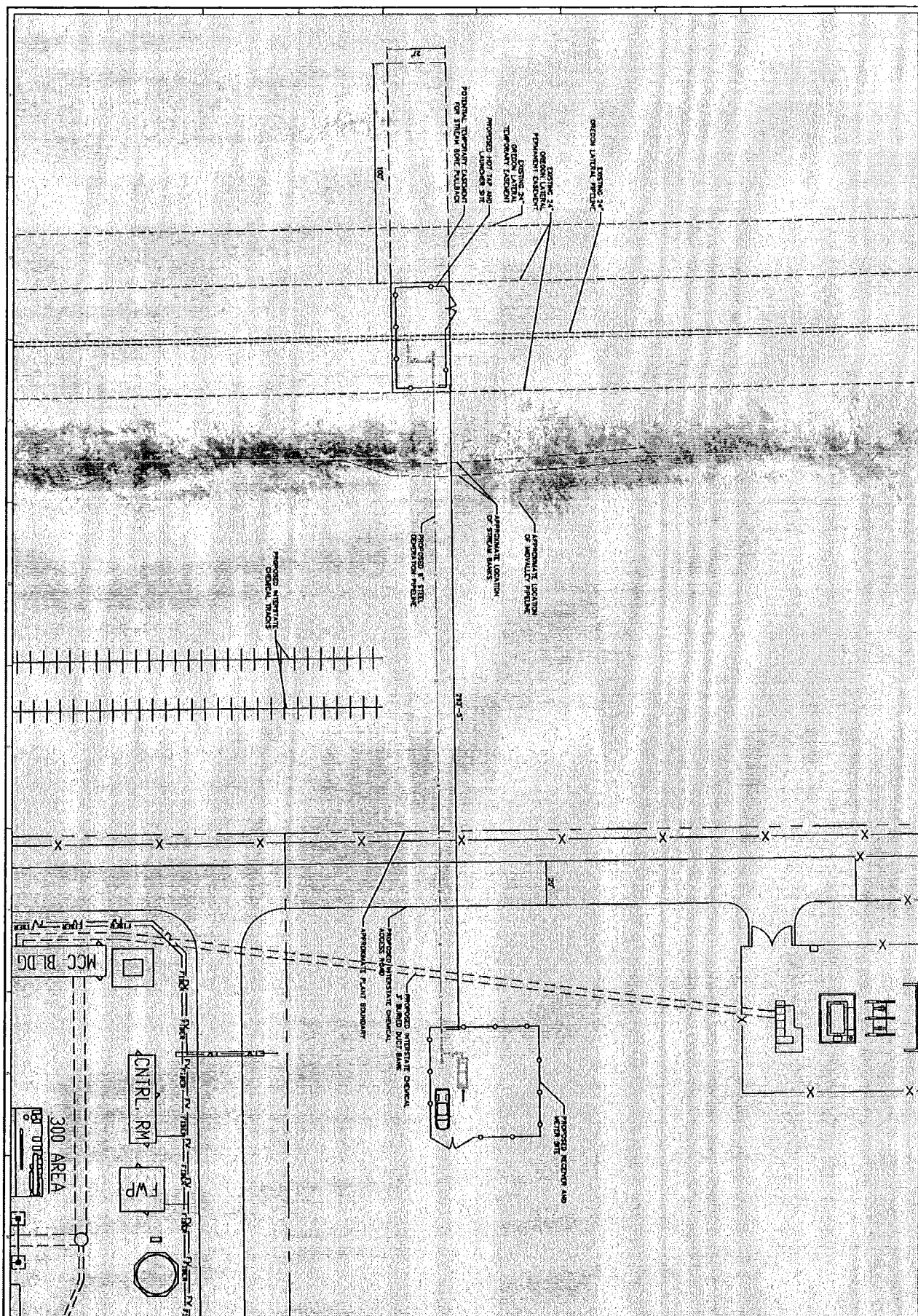
Firm Transportation for volumes up		Dth per day
Interruptible Transportation for all volumes above		Dth per day

Term

The Startup Phase will commence upon GPL's completion of its facilities at the Delivery Point and last for a period of 180 days. Year 1 will commence immediately following the end of the Startup Phase. Notwithstanding anything stated above, Year 1 will commence no later than January 1, 2018.

Delivery Point Diagram

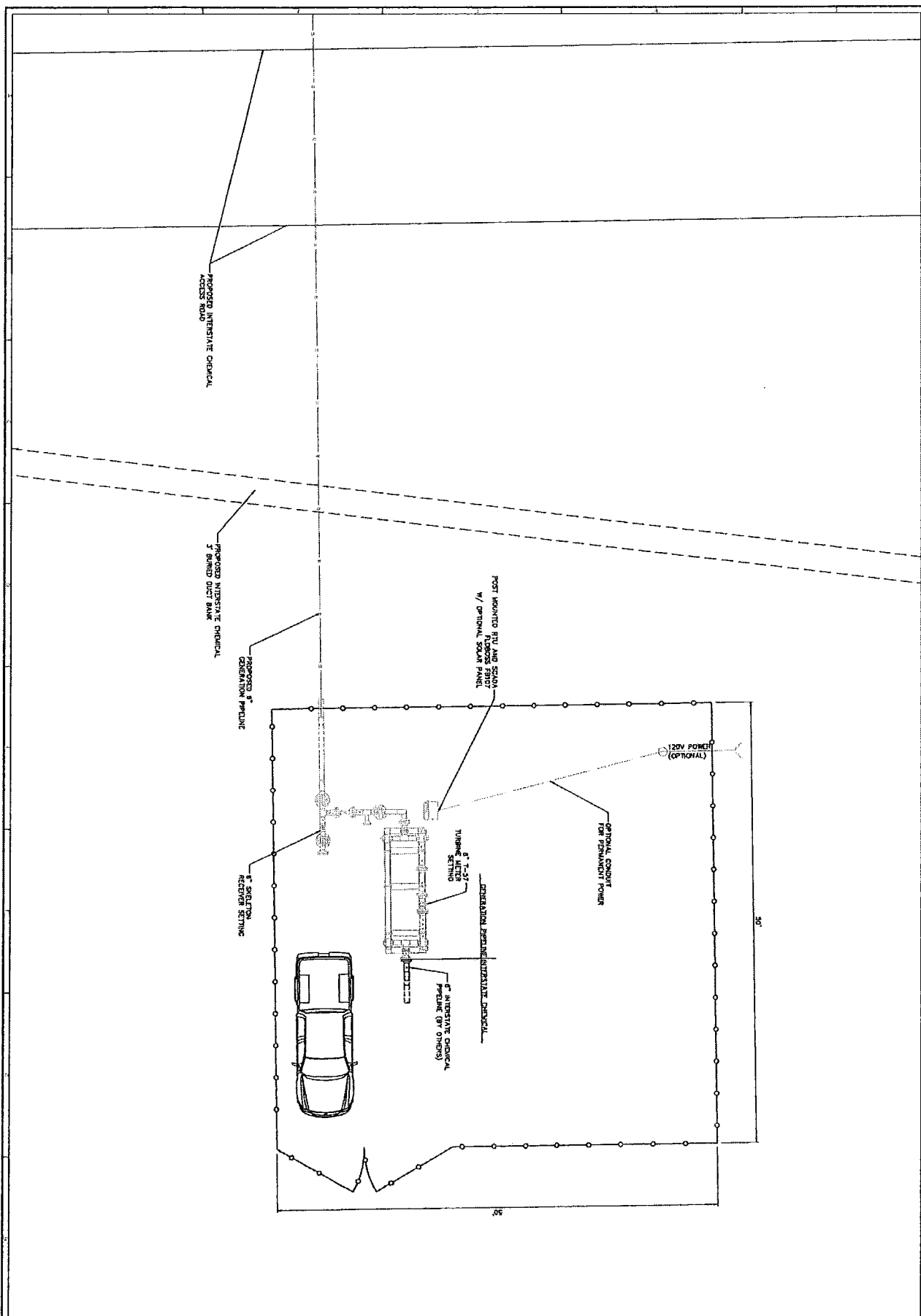
Attached Diagram – Planned layout subject to modification and final construction drawing



<p>GENERATION PIPELINE, LLC</p> <p>INTERSTATE CHEMICAL PROJECT</p> <p>LUCAS COUNTY, OH</p> <p>PIPELINE LAYOUT</p>	<p>Utility Technologies Intl. Corporation</p> <p><i>Total Capabilities in the Pipeline Industry</i></p> <p>4700 Honer Ohio Lane Graceland, OH 43125 P: 614-482-8600 F: 614-482-4070 www.utlcorp.com</p>	<p>CHANGE ORDER SCHEDULE</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION OF CHANGE</th> <th>SHEET NO.</th> <th>APPROVALS</th> <th>DATE</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DESCRIPTION OF CHANGE	SHEET NO.	APPROVALS	DATE																																																			<p>GRAPHIC SCALE</p> <p>1" = 20' 0"</p>
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* If the above information is not provided, the user of this drawing is responsible for obtaining all necessary permits and approvals from the appropriate authorities. The user of this drawing is responsible for obtaining all necessary permits and approvals from the appropriate authorities. The user of this drawing is responsible for obtaining all necessary permits and approvals from the appropriate authorities.





GENERATION PIPELINE, LLC INTERSTATE CHEMICAL PROJECT LUCAS COUNTY, OH PROPOSED RECEIVER SITE LAYOUT		UTI Utility Technologies Intl. Corporation Total Capabilities in the Pipeline Industry 4708 Homer Ohio Lane Groveport, OH 43125 P: 614-482-8080 F: 614-482-8070 www.uti-corp.com		CHANGE ORDER SCHEDULE <table border="1"> <thead> <tr> <th>NO.</th> <th>DESCRIPTION OF CHANGE</th> <th>DATE</th> <th>BY</th> <th>CHKD</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>		NO.	DESCRIPTION OF CHANGE	DATE	BY	CHKD																																																			GRAPHIC SCALE 1" = 5'			
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Case No(s). 17-0524-GA-AEC

Summary: Application Application electronically filed by Mr. Stephen M Howard on behalf of
Generation Pipeline LLC