

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of)	
North Coast Gas Transmission LLC)	Case No. 18-1658-PL-AEC
for Approval of Agreements)	

APPLICATION FOR APPROVAL OF CUSTOMER AGREEMENTS

Pursuant to R.C. 4905.31, North Coast Gas Transmission LLC (“North Coast”) respectfully requests approval of a natural gas transportation service agreement and amendments to other existing natural gas transportation service agreements. In support of this application North Coast states as follows:

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

2. North Coast has recently entered into amendments of certain agreements previously approved by the Commission and also entered into a new agreement for transportation service. Those amendments and agreement are:

- a. Amendment to Orwell Natural Gas Company Natural Gas Service Agreement to provide gas balancing services (“Orwell Amendment”);
- b. Third Amendment to Columbia Gas of Ohio Gas Transportation Agreement 30014-A (“Columbia Parma”);
- c. Second Amendment to Columbia Gas of Ohio Gas Transportation Agreement 30013-A (“Columbia Hinckley”);

- d. First Amendment to Columbia Gas of Ohio Gas Transportation Agreement 30015 (“Columbia Findlay”); and
- e. Columbia Gas of Ohio Gas Transportation Agreement (“Columbia Toledo”)

Orwell Amendment

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

4. On December 4, 2015, North Coast filed an application for approval of an amendment to the Orwell Agreement to provide monthly gas balancing services effective November 1, 2015. This application was approved by the Commission in Case No. 15-1997-PLAEC on June 1, 2016.

5. On October 19, 2016, North Coast filed an application with the Commission for approval of an amendment of the Orwell Agreement to further address monthly gas balancing services. The Commission approved that application in Case No. 16-2046-PL-AEC on March 28, 2018.

6. On August 30, 2017, North Coast and Orwell again agreed to amend the Orwell Agreement to address monthly gas balancing services. North Coast filed an application with the Commission in Case No. 17-1911-PL-AEC which was approved on March 28, 2018.

7. On April 3, 2018, North Coast and Orwell executed an additional amendment to the Orwell Agreement. North Coast filed an application with the Commission in Case No. 18-0781-PL-AEC which was approved on May 30, 2018.

8. On October 10, 2018, North Coast and Orwell agreed to amend the Orwell Agreement (the “Orwell Amendment”) to address gas balancing services. Orwell requested that North Coast provide gas balancing services to provide flexibility to Orwell with its daily nominations to the NCGT System.

9. Effective November 1, 2018, the Orwell Amendment (i) extended the term of the Orwell Agreement to be effective from November 1, 2018 through March 31, 2019; (ii) provided a maximum monthly quantity; (iii) provided a maximum daily quantity; (iv) provided a balancing rate; (v) provided a monthly charge equal to the balancing rate multiplied by the maximum monthly quantity; and (vi) set forth other terms regarding North Coast’s provision of gas balancing services while leaving the remaining terms and conditions of the agreement unchanged. The gas balancing Orwell Amendment is attached hereto as Attachment A.

10. The attached gas balancing Orwell Amendment is between North Coast and a shipper who needs transport and natural gas balancing services. The Orwell Amendment contains information that is proprietary and should not be disclosed to the public. Although any rates and volumes in the Orwell Amendment have been redacted, they have been submitted under seal to the Commission and its Staff for review in accordance with Ohio Adm.Code 4901-1-24(D).

11. A motion for a protective order seeking protection of the Orwell Amendment’s rates and volumes was filed simultaneously with this Application.

12. North Coast submits that the Orwell Amendment attached hereto as Attachment A is a reasonable arrangement, is in the public interest, and should be approved pursuant to R.C. 4905.31.

Columbia Parma

13. On June 23, 2008, North Coast entered into a natural gas transportation service contract with Columbia Gas of Ohio, Inc. ("Columbia"). Columbia is a public utility/natural gas company subject to the jurisdiction of this Commission. This contract obligates the parties to operate their respective systems so as to increase the pipeline capacity available to the Parma, Ohio area, which had experienced capacity constraints.

14. The agreement ("Columbia Parma") established a pathway, allowing natural gas to be transported from an interstate pipeline at Maumee, Ohio, through NCGT's System to Columbia's distribution system serving the Parma area. This intrastate transport pathway increased the capacity to Parma during the winter and summer seasons. The Commission approved the Columbia Parma agreement in 2009. *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*, Case No. 09-564-GA-ATR, Entry (September 9, 2009).

15. On July 24, 2013, North Coast and Columbia entered into a First Amendment of the Columbia Parma agreement. This First Amendment of the Columbia Parma agreement contained modifications addressing (a) the addition of secondary receipt points on the Dominion System; (b) the clarification and terms regarding deliveries to the secondary delivery points; (c) the acknowledgement of Columbia's use of the contracted capacity for its peaking service; (d)

the commencement of the term in November 2014 with continuation to 2018, with year-to-year renewals afterward; (e) the establishment of a second shrinkage rate for quantities received at the secondary receipt point; and (f) other assorted minor revisions.

16. On October 23, 2013, North Coast entered into a letter agreement with Columbia, which modified paragraph 1.5 of the First Amendment to the June 23, 2008 Columbia Parma agreement. This modification adjusted the specific months in the summer period and in the 4 winter period for usage of the secondary receipt points, correcting the language in the First Amendment.

17. On March 19, 2014, the Commission approved the First Amendment of the Columbia Parma agreement, and the letter agreement by and between North Coast and Columbia dated October 23, 2013. *See, In the Matter of the Application of North Coast Gas dated September 4, 2013. Transmission LLC for Approval of Amendments to Existing Natural Gas Transportation Service Contracts*, Case No. 14-0158-PL-AEC, Finding and Order (March 19, 2014).

18. On February 10, 2015, North Coast and Columbia entered into a second letter agreement amending the Columbia Parma agreement and the First Amendment. This second letter agreement modifies Exhibit B to address (i) an additional secondary delivery point known as the Rolling Hills Interconnect, (ii) terms regarding the volumes delivered to the Rolling Hills Interconnect, and (iii) the inclusion of a volumetric surcharge in the rate that will be assessed to any nominated volume to the Rolling Hills Interconnect.

19. The Commission approved the second letter agreement on June 1, 2016 in Case No. 15-1997-PL-AEC.

20. On October 17, 2018, North Coast and Columbia entered into a Third Amendment to the Columbia Parma agreement amending the term of the agreement to November 1, 2018 through October 31, 2025, and making modifications to paragraph 1.5 relating to clarification of terms regarding redelivery to the secondary delivery point during winter months and the right for Columbia to receive gas from the secondary receipt point during summer months. The Third Amendment to the Columbia Parma agreement is attached hereto as Attachment B.

21. The services purchased via Third Amendment to the Columbia Parma agreement are in the nature of wholesale services because Columbia conducts the retail natural gas sales.

22. North Coast has filed the above-described Third Amendment to the Columbia Parma agreement for public review, except terms related to the volumes, shrinkage factors, and rates charged have been redacted for competitive reasons. The Third Amendment to the Columbia Parma agreement is with a wholesale shipper engaged in retail natural gas sales, and thus the amount of capacity, shrinkage factors, and the price are proprietary information which should not be disclosed to the public. Although the price, shrinkage factor, and volume terms have been redacted from the Third Amendment to the Columbia Parma agreement, they have been provided to the Commission and its Staff for review in accordance with Ohio Adm.Code 4901-1-24(D).

23. A motion for a protective order seeking protection of the rate, volume, and shrinkage factor terms in the Third Amendment to the Columbia Parma agreement was filed simultaneously with this application for approval.

24. North Coast submits that the Third Amendment to the Columbia Parma agreement attached hereto as Attachment B is a reasonable arrangement, is in the public interest, and should be approved pursuant to R.C. 4905.31.

Columbia Hinckley

25. On March 24, 2008, North Coast and Columbia entered into a natural gas transportation service agreement so that North Coast could transport natural gas for Columbia from Cygnet, Ohio, to five specified delivery points in northern Ohio, as set forth in the agreement ("Columbia Hinckley" agreement). The Commission approved the Columbia Hinckley agreement in 2008. *See, In the Matter of the Application of North Coast Gas Transmission LLC for Approval of Two New Contracts and Amendments to Four Existing Contracts*, Case No. 08- 1 164-PL-AEC, Finding and Order (October 29, 2008).

26. On July 24, 2013, North Coast and Columbia entered into a First Amendment to the Columbia Hinckley agreement. The First Amendment modified Sections 1.10, 3.1, 5.4, 7.1, 9.1, 9.11, 9.12, and Exhibit B of the original contract. In particular, those modifications address: (a) addition of secondary delivery points, which provides more flexibility; (b) extension of the contract term to 2018, with year-to-year renewals afterward; (c) acknowledgement of Columbia's use of the contracted capacity for its peaking service; (d) early termination if there is a change in the lease status of North Coast's Buckeye 425 Pipeline; (e) reduction in the maximum daily quantity at the primary delivery point; and (f) other assorted minor revisions.

27. The First Amendment to the Columbia Hinckley agreement was approved by the Commission March 19, 2014 in Case No. 14-0158-PL-AEC.

28. On October 17, 2018, North Coast and Columbia entered into a Second Amendment to the Columbia Hinckley agreement amending the primary service term to run

from November 1, 2018 to October 31, 2025, and making clarifications to sections 3.1, 5.4, 6.1 and 6, 9.11 and 9.12, and Exhibit B. The Second Amendment to the Columbia Hinckley agreement is attached hereto as Attachment C.

29. The services purchased via the Columbia Hinckley agreement are in the nature of wholesale services because Columbia conducts the retail natural gas sales.

30. North Coast has filed the above-described Second Amendment to the Columbia Hinckley agreement for public review, except terms related to the volumes, shrinkage factors, and rates charged have been redacted for competitive reasons. The Second Amendment to the Columbia Hinckley agreement is with a wholesale shipper engaged in retail natural gas sales, and thus the amount of capacity, shrinkage factor, and the price are proprietary information which should not be disclosed to the public. Although the price, shrinkage factor, and volume terms have been redacted from the Second Amendment to the Columbia Hinckley agreement, they have provided to the Commission and its Staff for review in accordance with Ohio Adm.Code 4901-1-24(D).

31. A motion for a protective order seeking protection of the rate, volume, and shrinkage factor terms in the Second Amendment to the Columbia Hinckley agreement was filed simultaneously with this application for approval.

32. North Coast submits that the Second Amendment to the Columbia Hinckley agreement attached hereto as Attachment C is a reasonable arrangement, is in the public interest, and should be approved pursuant to R.C. 4905.31.

Columbia Findlay

33. On November 21, 2016, North Coast and Columbia entered into a Natural Gas Transportation Service Agreement which became effective December 1, 2016 (“Columbia Findlay” agreement).

34. Columbia desired to utilize North Coast’s pipeline for the transportation of natural gas within Ohio and North Coast agreed to provide such transportation for Columbia, as set for in the Columbia Findlay agreement.

35. On October 17, 2018, North Coast and Columbia entered into a First Amendment to the Columbia Findlay agreement amending the primary service term to run from November 1, 2018 to October 31, 2025, and making clarifications to sections 2.1, 3.1, 5.4, and Exhibit B. The Second Amendment to the Columbia Findlay agreement is attached hereto as Attachment D and applies to service commencing December 1, 2018.

36. North Coast has filed the above-described First Amendment to the Columbia Findlay agreement for public review, except terms related to the volumes, shrinkage factor, and rates charged have been redacted for competitive reasons. The First Amendment to the Columbia Findlay agreement is with a wholesale shipper engaged in retail natural gas sales, and thus the amount of capacity, shrinkage factor, and the price are proprietary information which should not be disclosed to the public. Although the price, shrinkage factor, and volume terms have been redacted from the First Amendment to the Columbia Findlay agreement, they have provided to the Commission and its Staff for review in accordance with Ohio Adm.Code 4901-1-24(D).

37. A motion for a protective order seeking protection of the rate, volume, and shrinkage factor terms in the First Amendment to the Columbia Findlay agreement was filed simultaneously with this application for approval.

38. North Coast submits that the First Amendment to the Columbia Findlay agreement is a reasonable arrangement attached hereto as Attachment D, is in the public interest, and should be approved pursuant to R.C. 4905.31.

Columbia Toledo

39. On October 17, 2018, North Coast and Columbia entered into a Natural Gas Transportation Service Agreement which became effective November 1, 2018 and starts as of the service period commencing December 1, 2018.

40. Columbia desires to utilize North Coast's pipeline for the transportation of natural gas within Ohio and North Coast has agreed to provide such transportation for Columbia subject to the terms and conditions attached to the Natural Gas Transportation Service Agreement attached as Attachment E (the "Columbia Toledo" agreement).

41. Under the Columbia Toledo agreement, the primary receipt point will be the interconnection between the facilities of Crossroads Pipeline Company and North Coast commonly known as Cygnet. The primary delivery point will be the interconnection between the facilities of North Coast and Columbia commonly known as Toledo. The service period will be from December 1, 2018 through February 28, 2019.

42. The Columbia Toledo agreement contains information that is proprietary and should not be disclosed to the public. Rates, shrinkage factor and volumes have been redacted from the public version of the Columbia Toledo agreement and have been submitted under seal for Staff review in accordance with Ohio Adm.Code 4901-1-24(D).

43. A motion for a protective order seeking protection of the rates, shrinkage factor and volumes, were filed simultaneously with this application.

44. North Coast submits that the Columbia Toledo agreement attached hereto as Attachment E is a reasonable arrangement, in the public interest, and should be approved pursuant to R.C. 4905.31.

In conclusion, North Coast respectfully submits the amendments and the Columbia Toledo agreement for approval. North Coast notes that the Orwell Amendment and the Columbia Parma and Columbia Hinckley agreements were executed in late October and became effective November 1, 2018, and that filings were not able to be made with the Commission prior to the November 1, 2018 date due to the press of other business matters. However, first billing under all three agreements will occur after the date of this filing. The service periods for the Columbia Toledo and Columbia Findlay agreements do not take effect until December 1, 2018, although the contracts are effective November 1, 2018.

WHEREFORE, pursuant to Section 4905.31 of the Revised Code, North Coast respectfully requests that the Commission approve (i) Orwell Amendment attached as Attachment A to this application; (ii) Third Amendment to the Columbia Parma agreement attached as Attachment B to this application; (iii) Second Amendment to the Columbia Hinckley agreement attached as Attachment C to this application; (iv) First Amendment to the Columbia Findlay agreement attached as Attachment D to this application; and (v) Columbia Toledo agreement attached as Attachment E to this application.

Respectfully submitted,

/s/ Michael J. Settineri

Michael J. Settineri (0073369), Counsel of Record
MacDonald W. Taylor (0086959)

VORYS, SATER, SEYMOUR AND PEASE LLP
52 East Gay Street

P.O. Box 1008

Columbus, Ohio 43216-1008

Tel: (614) 464-5462

Fax: (614) 719-5146

mjsettineri@vorys.com

mwtaylor@vorys.com

Attorneys for North Coast Gas Transmission LLC

ATTACHMENT A



NORTH COAST GAS TRANSMISSION, LLC.

445 Hutchinson Ave.
Suite 830
Columbus, OH 43235

Phone: (614) 505-7416
Fax: (614) 505-7212
jwesterfield@somersetgas.com

Jerry Westerfield
Vice President, Commercial Activity

October 10, 2018

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

Dear Mr. Zappitello:

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

Effective November 1, 2018:

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

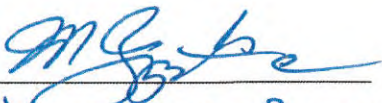
- Term: November 1, 2018 through March 31, 2019
- Maximum Monthly Quantity (MMQ): [REDACTED] Dth
- Maximum Daily Quantity (MDQ): [REDACTED] Dth
- Balancing Rate: \$[REDACTED] per Dth
- Monthly Charges: Balancing Rate ([REDACTED]) x MMQ ([REDACTED] Dth) = \$[REDACTED] per month
- Primary Service: Daily swing rights up to the MDQ subject to the MMQ on a best efforts basis
- Other Terms:
 - Service only available for three (3) consecutive days
 - Minimum of three (3) days required between service requests
 - Total deliveries to Orwell limited to monthly confirmed uniform daily scheduled quantities
 - If Company cannot perform Balancing Service due to operational constraints, Company will refund Customer the quantities requested up to the MMQ that were not delivered times the balancing rate

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

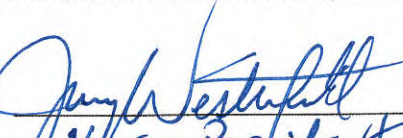
Please indicate your acceptance by signing below and returning a copy of this letter to the attention of Jerry Westerfield at the above address.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 10 day of OCTOBER 2018.

Orwell Natural Gas

By: 
Title: DIRECTOR OF GAS PROCUREMENT
Date: 10/10/18

North Coast Gas Transmission, LLC

By: 
Title: Vice-President
Date: 10/10/18

ATTACHMENT B

**THIRD AMENDMENT TO NATURAL GAS TRANSPORTATION
SERVICE AGREEMENT NO. 30014-A**

BY THIS AGREEMENT, executed this 17th day of October, 2018, between North Coast Gas Transmission, LLC ("North Coast") and Columbia Gas of Ohio, Inc. ("Columbia"), collectively North Coast and Columbia are referred to as the ("Parties"), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby recite and agree to amend the Natural Gas Transportation Service Agreement dated June 23, 2008 as follows:

RECITALS

WHEREAS, the Parties have entered into a Natural Gas Transportation Agreement dated June 23, 2008 ("Agreement") and as amended through agreements between the Parties dated July 24, 2013, October 23, 2013 and February 3, 2015; and

WHEREAS, the Parties desire to further amend the Agreement to extend the term and change certain other terms and conditions of the Agreement.

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

1. This Third Amendment supersedes all preceding amendments to the Natural Gas Transportation Service Agreement.
2. Except as set forth below, in paragraph 2(a), the definitions contained in the Agreement remain unchanged.

(a) The definition of Commencement Date contained in the Agreement is deleted in its entirety and instead, "Commencement Date" shall mean November 1, 2018.

3. Paragraph 1.5 of the Agreement is deleted in its entirety and the following is thereby substituted in its place:

"1.5 Columbia is entitled to have delivered into and removed from North Coast's Pipeline at the Primary Delivery Point set forth in Exhibit B its nominated Gas volume, adjusted for North Coast's Shrinkage, up to the MDQ specified on Exhibit B on a firm basis.

North Coast will use its reasonable efforts to redeliver gas to the Secondary Delivery Point. The Parties recognize that deliveries to the Secondary Delivery Point are limited to [REDACTED] MMBtu / day limited to the Winter period of November 1 through March 31 of each contract year and are subject to a volumetric surcharge based upon the nominated volumes at the rate set forth in Exhibit B. On any day that deliveries are nominated to the Secondary Delivery Point, the maximum delivery to the Parma Interconnection will be reduced by an equivalent amount.

Additionally, North Coast will grant Columbia the right to receive gas from the Secondary Receipt Points set forth in Exhibit B for the Period of May 1 to September 30 annually up

to [REDACTED] MMBtu / day. On any day that quantities are received from the Secondary Receipt Points, Columbia's available Firm Receipt Point Capacity at the Primary Receipt Points shall be reduced by an equivalent amount.

For the Period of November 1 to March 31 annually, up to [REDACTED] MMBtu / day and for the Period of April 1-30 and October 1-31 annually, up to [REDACTED] MMBtu / day, Columbia's right to use the Secondary Receipt Points set forth in Exhibit B shall be at Dominion East Ohio's approval. On any day that quantities are received from the Secondary Receipt Points, Columbia's available Firm Receipt Point Capacity at the Primary Receipt Points shall be reduced by an equivalent amount.

Columbia shall provide set forth in Exhibit C a list of active Dominion East Ohio Pool Suppliers.

For any quantities received at the Secondary Receipt Points during either Period, North Coast shall adjust the nominated quantity by the shrinkage percentage set forth in Exhibit B."

4. This Amended Agreement is effective upon Execution by both Parties and its primary term for service will begin on November 1, 2018 and end on October 31, 2025. The Amended 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.

(a) Paragraphs 3.1 and 3.2 of the Agreement are hereby deleted.

5. Paragraph 5.4 is hereby amended so that written notice to the Parties will be provided to:

Columbia Gas of Ohio, Inc.
290 W. Nationwide Blvd
Columbus, Ohio 43215
Attn: Director Supply Development

Facsimile: (614) 460-8426
Email: mdanderson@nisource.com

North Coast Gas Transmission, LLC
445 Hutchinson Avenue, Ste. 830
Columbus, Ohio 43235
Attn: Vice-President
Commercial Activity
Facsimile: (614) 505-7212
Email: jwesterfield@somersetgas.com

6. Article VII. Obligations of the Parties / Right to Early Termination is deleted in its entirety.
7. Exhibit "B" to the Agreement is deleted in its entirety and the attached Exhibit B is substituted in its place.
8. Exhibit "C" has been attached and is incorporated into the Agreement.
9. The following paragraph is hereby added to Article IX of the Agreement:

"9.12 Columbia has agreed to retain all the transportation capacity covered by this Agreement as operationally required and will use this capacity as part of a peaking service

Columbia provides to CHOICE and Standard Choice Offer ("SCO") suppliers. In the event of a regulatory change or a significant operational change on the Columbia system results in an unreasonable burden on Columbia to continue to hold the capacity for operational purposes, the Parties will attempt to mutually agree to a resolution which relieves Columbia of the undue burden and does not economically or operationally harm North Coast."

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

NORTH COAST GAS TRANSMISSION, LLC

BY: 

Jerry Westerfield
Vice President

DATE: 10/17/18

COLUMBIA GAS OF OHIO, INC.

BY: 

Michael D. Watson
Vice President

DATE: 10.15.18

Reviewed by TNA 10/15/2018

EXHIBIT B

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

Primary Receipt Points

- Interconnection between the facilities of DEO and Panhandle Eastern Pipe Line Company or ANR Pipeline Company at Maumee, Ohio.
- Interconnection between the facilities of DEO and NEXUS Gas Transmission in Erie County, PA upon completion and subsequent placement of the interconnection into service.
(Primary Receipt Points utilization limited to the MDQ for each Period)

Primary Delivery Point

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

Secondary Receipt Points

- Interconnection between the facilities of Dominion Transmission, Inc. and DEO.
- Dominion East Ohio Supplier Pools listed on Exhibit C.

Secondary Delivery Point

- Interconnection between the facilities of DEO and Columbia commonly known as the Rolling Hills Interconnection.

Shrinkage

- [REDACTED] % for quantities received at the Primary Receipt Points
- [REDACTED] % for quantities received at the Secondary Receipt Points

MDQ

- [REDACTED] MMBtu /day from April 1 through October 31 (Summer Period)
- [REDACTED] MMBtu / day from November 1 through March 31 (Winter Period)

Rates

- Summer Period Demand \$ [REDACTED] / MMBtu
- Winter Period Demand \$ [REDACTED] / MMBtu
- Commodity (Winter and Summer) \$ [REDACTED] / MMBtu
- Rolling Hills (Winter Only) \$ [REDACTED] / MMBtu

EXHIBIT C

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

RECEIPTS FROM POOLS

Supplier Name

Banking Percentage (Y/N)

Note: Only one Supplier may be assigned Customer's volume banking percentage.

Amend Effective: _____

Customer Approval: _____

Date: _____

Company Approval: _____

Date: _____

ATTACHMENT C

**FIRST AMENDMENT TO NATURAL GAS TRANSPORTATION
SERVICE AGREEMENT NO. 30015**

BY THIS AGREEMENT, executed this 17th day of October, 2018, between North Coast Gas Transmission, LLC ("North Coast") and Columbia Gas of Ohio, Inc. ("Columbia"), collectively North Coast and Columbia are referred to as the ("Parties"), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby recite and agree to amend the Natural Gas Transportation Service Agreement No. 30015 dated November 21, 2016 as follows:

RECITALS

WHEREAS, the Parties have entered into a Natural Gas Transportation Service Agreement dated November 21, 2016 ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to extend the term and change certain other terms and conditions of the Agreement.

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

1. This Amended Agreement is effective upon Execution by both Parties and its primary term for service will begin on November 1, 2018 and end on October 31, 2025. The Amended 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.
2. Paragraph 2.1 of the Agreement is deleted in its entirety and the following is thereby substituted in its place:

"2.1 Columbia shall pay North Coast an amount each month of the Service Periods equal to the Demand Rate multiplied by the MDQ as stated on Exhibit B. In addition, Columbia shall pay North Coast the Commodity Rate as specified on Exhibit B, multiplied by the Delivery Volume for the month."

3. Paragraph 3.1 of the Agreement is deleted in its entirety and the following is thereby substituted in its place:

"3.1 Subject to the conditions precedent contained in Section VII of this Agreement, the term of this Agreement shall be November 1, 2018 to October 31, 2025."

4. Paragraph 5.4 is hereby amended so that written notice to the Parties will be provided to:

Columbia Gas of Ohio, Inc.
290 W. Nationwide Blvd
Columbus, Ohio 43215
Attn: Director Supply Development

Facsimile: (614) 460-8426
Email: mdanderson@nisource.com

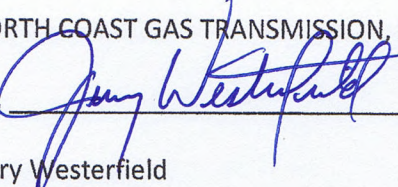
North Coast Gas Transmission, LLC
445 Hutchinson Avenue, Ste. 830
Columbus, Ohio 43235
Attn: Vice-President
Commercial Activity
Facsimile: (614) 505-7212
Email: jwesterfield@somersetgas.com

5. Exhibit "B" to the Agreement is deleted in its entirety and the attached Exhibit B is substituted in its place.

"

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

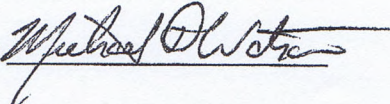
NORTH COAST GAS TRANSMISSION, LLC

BY: 

Jerry Westerfield
Vice President

DATE: 10/17/18

COLUMBIA GAS OF OHIO, INC.

BY: 

Michael D. Watson
Vice President

DATE: 10.15.18

Reviewed by TNA 10/15/2018

EXHIBIT B

To the Natural Gas Transportation Service Agreement between North Coast Gas Transmission, LLC and
Columbia Gas of Ohio, Inc. dated November 21, 2016.

Primary Receipt Points

- Interconnection between the facilities of Crossroads Pipeline Company and North Coast commonly known as Cygnet.

Primary Delivery Point

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

Service Periods

- December 1, 2018 – February 28, 2019
- December 1, 2019 – February 29, 2020
- December 1, 2020 – February 28, 2021
- December 1, 2021 – February 28, 2022
- December 1, 2022 – February 28, 2023
- December 1, 2023 – February 29, 2024
- December 1, 2024 – February 28, 2025

Shrinkage

- [REDACTED] %

MDQ

- [REDACTED] MMBtu / day

Rates

- Demand \$ [REDACTED]
- Commodity \$ [REDACTED]

ATTACHMENT D

**SECOND AMENDMENT TO NATURAL GAS TRANSPORTATION
SERVICE AGREEMENT NO. 30013-A**

BY THIS AGREEMENT, executed this 17th day of October, 2018, between North Coast Gas Transmission, LLC ("North Coast") and Columbia Gas of Ohio, Inc. ("Columbia"), collectively North Coast and Columbia are referred to as the ("Parties"), for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby recite and agree to amend the Natural Gas Transportation Service Agreement dated June 23, 2008 as follows:

RECITALS

WHEREAS, the Parties have entered into a Natural Gas Transportation Service Agreement dated March 24, 2008 ("Agreement"), as amended by agreement between the Parties dated July 24, 2013; and

WHEREAS, the Parties desire to further amend the Agreement to extend the term and change certain other terms and conditions of the Agreement.

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

1. This Second Amendment supersedes all preceding amendments to the Natural Gas Transportation Service Agreement.
2. This Amended Agreement is effective upon Execution by both Parties and its primary term for service will begin on November 1, 2018 and end on October 31, 2025. The Amended 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.

(a) Paragraph 3.1 of the Agreement is hereby deleted.

3. Paragraph 5.4 is hereby amended so that written notice to the Parties will be provided to:

Columbia Gas of Ohio, Inc.
290 W. Nationwide Blvd
Columbus, Ohio 43215
Attn: Director Supply Development

Facsimile: (614) 460-8426
Email: mdanderson@nisource.com

North Coast Gas Transmission, LLC
445 Hutchinson Avenue, Ste. 830
Columbus, Ohio 43235
Attn: Vice-President
Commercial Activity
Facsimile: (614) 505-7212
Email: jwesterfield@somersetgas.com

4. Paragraphs 6.1 and 6.2 are deleted in their entirety and replaced with the following:

6.1 Columbia shall acquire sufficient upstream capacity on Crossroads Pipeline Company (Crossroads) to enable Columbia to deliver its MDQ, plus shrinkage, to North Coast.

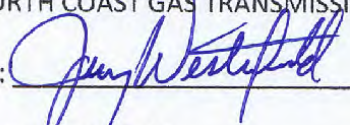
5. Exhibit "B" to the Agreement is deleted in its entirety and the attached Exhibit B is substituted in its place.
6. The following paragraphs are hereby added to Article IX of the Agreement:

"9.11 Columbia has agreed to retain all the transportation capacity covered by this Agreement as operationally required and will use this capacity as part of a peaking service Columbia provides to CHOICE and Standard Choice Offer ("SCO") suppliers. In the event of a regulatory change or a significant operational change on the Columbia system results in an unreasonable burden on Columbia to continue to hold the capacity for operational purposes, the Parties will attempt to mutually agree to a resolution which relieves Columbia of the undue burden and does not economically or operationally harm North Coast."

"9.12 In the event that North Coast, in its sole discretion, determines that it will no longer use its leased 425 line for the transportation of natural gas, it may terminate the Agreement by providing Columbia with twelve (12) months prior Written Notice. In such event, both Parties obligations, except those to pay monies already due and to remedy imbalances created under the Agreement shall cease."

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

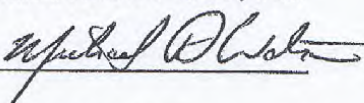
NORTH COAST GAS TRANSMISSION, LLC

BY: 

Jerry Westerfield
Vice President

DATE: 10/17/18

COLUMBIA GAS OF OHIO, INC.

BY: 

Michael D. Watson
Vice President

DATE: 10.15.18

Reviewed by Tm 10/15/2018

EXHIBIT B

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

Primary Receipt Points

- Interconnection between the facilities of Crossroads Pipeline Company and North Coast commonly known as Cygnet.

Primary Delivery Point

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

Secondary Delivery Points

- Interconnection between the facilities of North Coast and Columbia Gas Transmission, LLC commonly known as Oberlin.
- Interconnections between the facilities of Columbia and North Coast commonly known as:

Interconnection

Findlay
Norwalk
Oberlin (COH)
Fostoria
Toledo

Shrinkage

- [REDACTED] %

MDQ

- [REDACTED] MMBtu / day

Rates

- Demand \$ [REDACTED]
- Commodity \$ [REDACTED]

ATTACHMENT E

NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

BY THIS AGREEMENT, executed this 17th day of October, 2018, 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 owns a Gas transmission pipeline system described on **Exhibit A** to this Agreement ("Pipeline"); and

WHEREAS, North Coast is an intrastate pipeline authorized to operate in the State of Ohio under the jurisdiction of the Public Utilities Commission of Ohio (Commission); and

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

WHEREAS, North Coast has agreed to provide such transportation 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. **"Central Clock Time"** (C.T.) shall mean Central Standard Time adjusted for Daylight Savings Time.
- D. **"Company"** means North Coast Gas Transmission, LLC, its successors and assigns.
- E. **"Customer"** 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 delivers Columbia-owned gas to Columbia and Columbia receives such 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. **"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.
- J. **"Gas"** shall mean natural gas of interstate pipeline quality.
- K. **"Gas Day" or "Day"** shall mean a period of 24 consecutive hours, beginning at 9:00 a.m. Central Clock Time, as adjusted for Daylight Savings Time, and the date of the Day shall be that of its beginning.
- L. **"Heating Value"** shall mean the gross heating value on a dry basis, which is the number of British thermal units produced by the complete combustion at constant pressure of the amount of dry gas (gas containing no water vapor) that would occupy a volume of one Cubic Foot at 14.73 psia and 60° F with combustion air at the same temperature and pressure as the gas, the products of combustion being cooled to the initial temperature of the gas and air, and the water formed by combustion condensed to the liquid state.
- M. **"Imbalance"** shall mean the daily difference between the Dths tendered by or for 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 natural 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 can only safely transport an amount of Gas during a calendar day equal to the amount of Gas which Columbia will actually deliver at the Receipt Point(s) on that calendar day. North Coast shall only declare an Operational Flow Order if an upstream pipeline declares an operational flow order or otherwise restricts the flow of Gas which normally would be delivered to North Coast at the Receipt Point.
- T. **"Overrun"** shall mean any volume of Gas actually transported which, as measured on a daily basis, exceeds the MDQ established by this Agreement.
- U. **"PUCO" or "Commission"** means the Public Utilities Commission of Ohio or any successor governmental authority.
- V. **"Quantity of Gas"** shall mean the number of units of gas expressed in Dth unless otherwise specified.
- W. **"Receipt Point(s)"** shall mean those measurement locations where Columbia-owned Gas enters North Coast's System.
- X. **"Service Agreement"** shall mean each of those individual contracts that each Customer shall sign with North Coast prior to commencement of service that identifies the Receipt Point and Delivery Point(s), the MDQ, declares whether the transportation is Firm or Interruptible and establishes the cost for the transportation. The Service Agreements shall be filed with the Commission pursuant to Section 4905.31, Revised Code for approval.
- Y. **"Shrinkage"** shall mean the quantity of Gas required by North Coast to replace the estimated quantity of Gas, which is required for compressor fuel, and lost-or-unaccounted-for Gas when transporting the tendered quantities. The percentage is calculated annually and is set forth in **Exhibit B**.

Z. **"Written Notice"** shall mean a legible communication received by the intended recipient of the communication by United States mail, express courier, or confirmed facsimile. Written Notice may also be provided by Email, but shall not be effective until such time as (a) the Email is acknowledged by the intended recipient; (b) or a copy of such Email is received by the intended recipient by US mail, express courier, or facsimile.

I. DELIVERY AND TRANSPORTATION

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) specified 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.

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 at a rate not to exceed the 100% Load Factor rate in effect in this Agreement. Transport of such volumes shall not constitute a waiver of this provision or an adjustment of the MDQ. Transport of interruptible volumes may cease at any time if capacity is required by firm Customers of North Coast. North Coast shall have no obligation to transport unauthorized overruns.

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 during the upcoming Month.

1.4 Columbia shall submit its Nomination to North Coast by no later than 1:00 pm 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.

1.6 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. 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. 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 Gas deliverable by North Coast or on account of anything, which may be, done, happen, or arise with respect to such gas until North Coast redelivers such Gas to Columbia or for the account of Columbia. North Coast shall have no responsibility with respect to such Gas before Columbia delivers or causes such gas to be delivered to North Coast or after North Coast redelivers such Gas to Columbia or for the account of Columbia 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.

II. QUANTITY AND PRICE

2.1 Columbia shall pay North Coast an amount each month equal to the monthly Demand Fee multiplied by the MDQ for each month of the Service Period as stated on **Exhibit B**. In addition, Columbia shall pay North Coast the Commodity Rate as specified on **Exhibit B**, multiplies by the Delivery Volume for the month.

III. TERM

3.1 Subject to the conditions precedent contained in Section VII of this Agreement, the term of this Agreement shall be November 1, 2018 to October 1, 2019. 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.

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. The method of allocating deliveries to Columbia at the Delivery Point(s) shall be as agreed to by the Parties in accordance with the OBA's listed in Exhibit C. Volumes confirmed by the upstream pipeline delivering at the Receipt Point(s) shall be used in determining the Imbalance pursuant to the OBA's.

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 odorized with mercaptan, 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 Point(s).

The Gas shall not contain in excess of:

- a. Seven (7) pounds of water per million cubic feet;
- b. Four percent (4%) by volume of a combined total of carbon dioxide and nitrogen components; provided, however, that the total carbon dioxide content shall not exceed one and twenty-five one hundredths percent (1.25%) by volume;

- c. Twenty-five one hundredths (0.25) grains of hydrogen sulfide per one hundred (100) cubic feet; and
- d. Ten (10) grains of total sulfur per one hundred (100) cubic feet.

The Gas delivered shall have a total heating value of not less than 1,000 BTU per standard cubic foot, and shall have a utilization factor of one thousand, three hundred (1,300) plus or minus six percent (6%). The utilization factor shall be calculated by dividing the BTU of the gas adjusted for moisture, divided by the square root of the specific gravity of the gas.

V. BILLING AND PAYMENT

5.1 On or before the tenth (10th) day of each, 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.

Both Columbia and North Coast have the right to examine, at reasonable times agreed to by both parties, any books, charts, records or other pertinent information of the other party to the extent necessary to verify accuracy of any charge, computation, and statement made pursuant to any of the provisions within this Agreement or North Coast's tariff.

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 (25th) 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.
290 W. Nationwide Blvd
Columbus, OH 43215
Attn: Director Supply Development
Facsimile: 614/460-8426
Email: mdanderson@nisource.com

North Coast Gas Transmission, LLC
445 Hutchinson Ave., Suite 830
Columbus, OH 43235
Attn: Vice President-Commercial Activity
Facsimile: 614/545-0496
Email: jwesterfield@somersetgas.com

VI. UPSTREAM CAPACITY

6.1 Columbia shall acquire sufficient upstream capacity on Crossroads Pipeline Company (Crossroads) to enable Columbia to deliver its MDQ, plus shrinkage, to North Coast.

VII. CONDITIONS PRECEDENT

7.1 The Agreement is expressly conditioned upon North Coast's receipt of all necessary government approvals required to charge the rates proposed herein. This Agreement shall be of no force and effect unless and until these conditions precedent are satisfied. North Coast shall notify Columbia as soon as all of these conditions precedent have been fulfilled.

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 hereby specifically agrees to support North Coast with its application and filing before the Commission of this Agreement for approval under Section 4905.31. However, nothing in this Agreement shall obligate Columbia to file testimony, pleadings or any other documentation, if Columbia, in its sole determination finds such action not to be 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 proceeding before the Commission. In the event that the Commission, a Commission appointed auditor or any other party files for, argues or is otherwise successful in denying Columbia the full recovery of costs associated with this Agreement North Coast agrees it will fully support all Columbia efforts to gain full recovery of the costs hereunder in any proceeding before the Commission. However, nothing in this agreement shall obligate North Coast to file testimony, pleadings or any other documentation, if North Coast, in its sole determination finds such action not to be in its best interest.

9.2 In the event the Commission denies Columbia recovery of any portion of costs Columbia incurs relative to this Agreement, the Parties agree to meet and mitigate the impact of these denied costs to the satisfaction of both Parties. To the extent that Columbia is not limited by the Commission, Commission-approved agreement or other existing capacity limitation, such mitigation may include the option to increase the MDQ under this Agreement, including other Delivery Point(s) not specified in **Exhibit B**, while adjusting the demand rates under this Agreement to levels acceptable to the Commission. If the Parties are unable to agree, then (1) this Agreement shall continue from the effective date of a final order disallowing recovery through the remaining term of this Agreement at a rate equivalent to that which the Commission allows Columbia to recover; or (2) North Coast shall have the right to terminate this Agreement effective upon 30 days notice.

9.3 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.

9.4 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.

9.5 This Agreement shall be construed under the laws of the State of Ohio.

9.6 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.

9.7 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.

9.8 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.

9.9 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, provided, however, that delivery by North Coast to a Secondary Delivery Point shall not be deemed resolution of any failure by North Coast to provide and assure reliable Firm service to the Primary Delivery Point.

9.10 Columbia has agreed to retain all the transportation capacity covered by this Agreement as operationally required and will use this capacity as necessary to manage its system integrity and/or use this capacity as part of the peaking service Columbia provides to CHOICE and Standard Choice Offer ("SCO") Suppliers. In the event of a regulatory change or significant operational change on the Columbia system that results in an unreasonable burden on Columbia to continue to hold the capacity for operational purposes, the parties will attempt to mutually agree to a resolution which relieves Columbia of the undue burden and does not economically or operationally harm North Coast.

9.11 In the event that North Coast, in its sole discretion, determines that it will no longer use its leased 425 line for the transportation of natural gas, it may terminate this Agreement by providing Columbia with twelve (12) months prior Written Notice. In such event, both Parties obligations, except those to pay monies already due and remedy imbalances created under this Agreement shall cease.

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: *[Signature]*
Its: Vice President
Date: 10/17/18

Columbia Gas of Ohio, Inc.
By: *[Signature]*
Its: V.P.
Date: 10.15.18

Reviewed by TNR 10/15/2018

Exhibit A

To the Natural Gas Transportation Service Agreement between North Coast Gas Transmission, LLC and Columbia Gas of Ohio, Inc. dated October 17, 2018

SOMERSET GAS TRANSMISSION AND NORTH COAST GAS TRANSMISSION OHIO PIPELINE BASE MAP

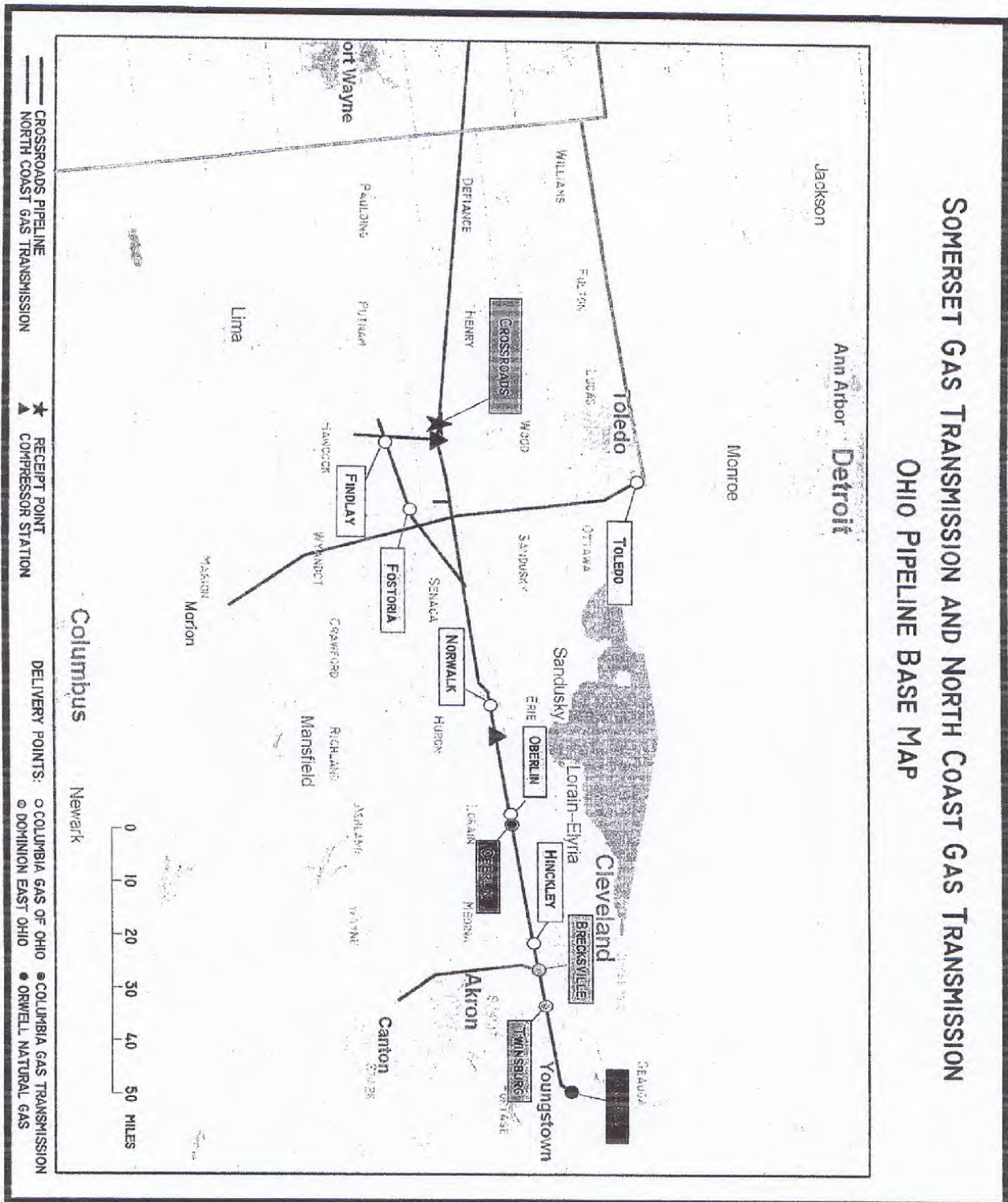


Exhibit B

To the Natural Gas Transportation Service Agreement between North Coast Gas Transmission, LLC and Columbia Gas of Ohio, Inc. dated October 17, 2018

Primary Receipt Point

- Interconnection between the facilities of Crossroads Pipeline Company and North Coast commonly known as Cygnet.

Primary Delivery Points

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

Secondary Delivery Point

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

Service Period(s)

- December 1, 2018 – February 28, 2019
- Each December 1 – February 28 period of any annual renewal term.

Shrinkage

- [REDACTED] %

MDQ

- [REDACTED] MMBtu/day

Rates

- Demand \$ [REDACTED] /MMBtu
- Commodity \$ [REDACTED] /MMBtu

Exhibit C

**To the Natural Gas Transportation Service Agreement between
North Coast Gas Transmission, LLC and Columbia Gas of Ohio, Inc. dated October 17, 2018**

Operational Balancing Agreements Between Columbia and North Coast

Interconnection

Date

Toledo

June 15, 2010

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

11/19/2018 2:34:10 PM

in

Case No(s). 18-1658-PL-AEC

Summary: Application for Approval of Customer Agreements electronically filed by Mr. Michael J. Settineri on behalf of North Coast Gas Transmission LLC