

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Joint Application of North )  
Coast Gas Transmission LLC and Columbia )  
Gas of Ohio, Inc. for Approval of ) Case No. 21-0743-PL-AEC  
Amendments to Two Transportation Service )  
Agreements. )

**JOINT APPLICATION FOR APPROVAL OF AMENDMENTS TO  
TWO TRANSPORTATION SERVICE AGREEMENTS**

Pursuant to R.C. 4905.31, North Coast Gas Transmission LLC (“North Coast”) and Columbia Gas of Ohio, Inc. (“Columbia”) respectfully request approval of two amendments to two previously approved natural gas transportation service agreements. Specifically, North Coast and Columbia recently entered into: (a) a Third Amendment to the Natural Gas Transportation Service Agreement dated June 23, 2008, to provide natural gas transportation services to Columbia (the “Columbia Hinkley Agreement”); and (b) a Second Amendment to the Natural Gas Transportation Service Agreement dated November 21, 2016, to provide natural gas transportation services to Columbia (the “Columbia Findlay Agreement”). The Third Amendment to the Columbia Hinkley Agreement is attached hereto as Attachment A. The Second Amendment to the Columbia Findlay Agreement is attached hereto as Attachment C.

In support of this application North Coast and Columbia state 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.

2. Columbia is a public utility and a natural gas company subject to the jurisdiction of the Commission by virtue of R.C. 4905.02, 4905.03(E), 4905.04, and provides natural gas service to more than 1.4 million customers in Ohio.

**Columbia Hinckley Agreement**

3. 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 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. 08-1164-PL-AEC, Entry (October 29, 2008).

4. 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 addressed: (a) addition of secondary delivery points, which provided 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. The Commission approved the First Amendment to the Columbia Hinckley Agreement in 2014. *See In the Matter of the Application of North Coast Gas Transmission LLC for Approval of Amendments to Existing Contracts*, Case No. 14-0158-PL-AEC, Finding and Order (March 19, 2014).

5. 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 6.2, 9.11, 9.12, and Exhibit B. The Commission approved the Second Amendment to the Columbia Hinckley Agreement in 2019. *See In the Matter of the Application of North Coast Gas Transmission LLC for Approval of Agreements*, Case No. 18-1658-PL-AEC, Finding and Order (July 31, 2019). The Columbia Hinkley Agreement, the First Amendment and the Second Amendment are attached hereto as Attachment B.

6. On May 24, 2021, North Coast and Columbia entered into a Third Amendment to the Columbia Hinckley Agreement revising Section 9.12 related to termination of the agreement and revising Exhibit B related to the secondary delivery points and volumes.

7. North Coast and Columbia have filed the above-described Third Amendment to the Columbia Hinckley Agreement for public review, with the exception of terms related to the volumes, shrinkage factors, and rates charged which have been redacted for competitive reasons. The Third 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, sensitive information that constitutes trade secret information and therefore 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 Hinckley Agreement, they have provided to the Commission and its Staff for review in accordance with Ohio Adm.Code 4901-1-24(D).

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

9. North Coast and Columbia submit that the Third Amendment to the Columbia Hinckley Agreement 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 Findlay Agreement**

10. On November 21, 2016, North Coast and Columbia entered into the Columbia Findlay Agreement. 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. The Commission approved the First Amendment to the Columbia Findlay Agreement in 2017. *See In the Matter of the Application of North Coast Gas Transmission LLC for Approval of a Natural gas Transportation Service Agreement*, Case No. 16-2248-PL-AEC, Finding and Order (March 22, 2017).

11. 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 Commission approved the First Amendment to the Columbia Findlay Agreement in 2019. *See In the Matter of the Application of North Coast Gas Transmission LLC for Approval of Natural Gas Transportation Service Agreements*, Case No. 18-1658-PL-AEC, Finding and Order (July 31, 2019). The Columbia Findlay Agreement and the First Amendment are attached hereto as Attachment D.

12. On May 24, 2021, North Coast and Columbia entered into a Second Amendment to the Columbia Findlay Agreement revising Section 3.1 related to continuation of the agreement beyond the primary term, removing Section 9.11 related to termination of the agreement, and revising Exhibit B related to the service periods and the volumes.

13. North Coast and Columbia have filed the above-described Second Amendment to the Columbia Findlay Agreement for public review, with the exception of terms related to the volumes, shrinkage factor, and rates charged which have been redacted for competitive reasons. The Second 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, sensitive information that constitutes trade secret information and therefore 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 Findlay Agreement, they have provided to the Commission and its Staff for review in accordance with Ohio Adm.Code 4901-1-24(D).

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

15. North Coast and Columbia submit that the Second Amendment to the Columbia Findlay Agreement is a reasonable arrangement attached hereto as Attachment C, is in the public interest, and should be approved pursuant to R.C. 4905.31.

WHEREFORE, pursuant to Section 4905.31 of the Revised Code, North Coast and Columbia respectfully request that the Commission approve the Columbia Hinkley Agreement and Columbia Findlay Agreement attached as Attachments A and C, respectfully, to this application.

Respectfully submitted,

/s/ Gretchen L. Petrucci  
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(Willing to accept service by e-mail)

*Attorneys for North Coast Gas Transmission LLC*

/s/ John R. Ryan  
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Columbia Gas of Ohio, Inc.  
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*Attorney for Columbia Gas of Ohio, Inc.*

# **ATTACHMENT A**

Third Amendment to the Columbia Hinckley Agreement

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

BY THIS THIRD AMENDMENT TO NATURAL GAS TRANSPORTATION SERVICE AGREEMENT (the "Third Amendment"), executed this 24<sup>th</sup> day of MAY, 2021, between North Coast Gas Transmission, LLC ("North Coast") and Columbia Gas of Ohio, Inc. ("Columbia") and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, North Coast and Columbia do hereby recite and agree to amend the Natural Gas Transportation Service Agreement dated June 23, 2008 and as last amended on October 17, 2018, as follows:

**RECITALS**

WHEREAS, North Coast and Columbia (collectively, the "Parties" and each a "Party") entered into a Natural Gas Transportation Service Agreement dated March 24, 2008 (the "Agreement");

WHEREAS, the Parties entered into a First Amendment to the Agreement effective as of July 24, 2013;

WHEREAS, the Parties entered into a Second Amendment to the Agreement effective as of October 17, 2018 that superseded the terms and conditions of the First Amendment;

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 shall be effective forty-five (45) days after submission of an application to the Commission for approval of this Third Amendment, subject to the execution of this Third Amendment by each Party.

2. Section 9.12 of the Agreement is amended and restated in its entirety as follows:

"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 setting forth the effective date of termination, with such termination to be effective no earlier than [May 1, 2023] unless otherwise agreed to by the Parties in writing. In the event of a termination of this Agreement under this Section 9.12, both Parties' obligations, except those to pay monies already due and to remedy imbalances created under the Agreement shall cease and be of no further effect."

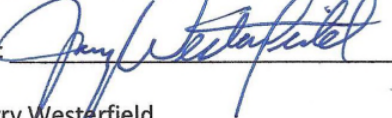
3. Exhibit B to the Agreement is deleted in its entirety and the attached Exhibit B is substituted in its place.



4. In the event the Public Utilities Commission of Ohio (PUCO) issues an order (PUCO Order) that materially modifies any term or condition of this Third Amendment including, but not limited to the attached Exhibit B then within 45 days of such PUCO Order becoming final and non-appealable the Parties agree to negotiate in good faith with respect to an amendment to the Agreement with the intent to achieve the economic positions and level of service created by this Third Amendment. In the event the Parties are not able to reach an agreement regarding such amendment, the Parties agree to terminate this Amendment and return to the terms of the Second Amendment.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the dates written below.


NORTH COAST GAS TRANSMISSION, LLC

BY: 

Jerry Westerfield  
Vice President

DATE: 5/24/2021

COLUMBIA GAS OF OHIO, INC.

BY: 

Karl Stanley

VP Supply & Optimization

DATE: 5/24/2021

DS  
TR

## 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, as amended (the "Agreement").

### Primary Receipt Points

- 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 Gas of Ohio, Inc. commonly known as the Hinckley interconnection.

### Secondary Delivery Points

- Interconnections between the facilities of North Coast and Columbia Gas of Ohio, Inc. commonly known as Oberlin, Findlay, Fostoria, Toledo, and Norwalk.

### Shrinkage

- [REDACTED]%

### MDQ

- MDQ is [REDACTED] MMBtu/day

### Rates

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

# **ATTACHMENT B**

Columbia Hinckley Agreement

First Amendment to the Columbia Hinckley Agreement

and

Second Amendment to the Columbia Hinckley Agreement

## **NATURAL GAS TRANSPORTATION SERVICE AGREEMENT**

**BY THIS AGREEMENT**, executed this 24<sup>th</sup> day of March, 2008, between North Coast Gas Transmission, LLC (North Coast) and Columbia Gas of Ohio, Inc. (Columbia), (North Coast and Columbia are hereinafter sometimes referred to collectively as the (Parties) and individually as a (Party)) for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby recite and agree as follows:

### **RECITALS**

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

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);

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"** means any individual, governmental, or corporate entity taking transportation service hereunder.
- F. **"Dekatherm"** or **"Dth"** means the Company's billing unit measured by its thermal value. A dekatherm is 1,000,000 Btus. Dekatherm shall be the standard unit for purposes of nominations, scheduling, invoicing, and balancing.
- G. **"Delivery Point(s)"** shall mean the specific measurement location(s) listed on **Exhibit B** at which North Coast delivers 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 nominated and confirmed 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 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 Customer'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 shall be negotiated between Columbia and North Coast and incorporated into Columbia's Service Agreement with North Coast.

- P. **"Month"** shall mean a calendar month beginning at 9:00 a.m. Central Clock Time on the first day of the calendar month and ending at 9:00 a.m. Central Clock Time the first day of the following calendar month.
- Q. **"North Coast System"** shall mean the Buckeye 425 pipeline, Buckeye 10 inch pipeline, the Ashland 8 inch pipeline, and the 8 inch Marion to Toledo line or any expansion, additions to, or replacement of these pipelines.
- 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 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 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. This 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) as specified on **Exhibit B**. Transportation service under this Agreement shall be governed by: 1) this Agreement 2) North Coast's then current transportation tariff on file with the PUCO and 3) rules and orders of the Commission.



1.2 If requested by Columbia, North Coast may deliver interruptible transportation 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 Gas volumes by an interruptible transportation service not to exceed 150% of 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 calendar 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 11:30 am Central Clock Time for Gas flow the following day. This Nomination should correspond to scheduled deliveries Columbia makes on the upstream interstate pipeline and downstream local gas distribution and/or interstate pipeline company operating the applicable Delivery Point(s). Should Columbia desire to modify its Nomination either on the current Day or after the Nomination deadline for Gas flow the following day, North Coast shall make every attempt to accommodate Columbia's request provided North Coast can confirm such quantities with the upstream pipeline at the Receipt Point(s) and downstream entity at the Delivery Point(s).

1.5 Columbia is entitled to have delivered into and removed from North Coast's Pipeline its nominated Gas volume, adjusted for North Coast's Shrinkage, up to the MDQ specified on Exhibit B on a firm basis. The Parties agree that at the Delivery Point(s) Columbia is entitled to a Delivery Volume of no less than fifty-five (55%) percent of either the Daily Demand Curve or Summer Month Baseload quantity, whichever is applicable for that month, as those terms are defined by Columbia's Operational Balancing Agreement (OBA) with North Coast. North Coast's pre-determined allocation rules to be provided to Columbia pursuant to

the OBA at all Delivery Points specified in **Exhibit B** will be designed to accommodate this entitlement.

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 receive at the Receipt Point 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(s) listed in **Exhibit C** and they are 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 and other such Agreements between North Coast and its Customers for volumes delivered to the Delivery Points specified in **Exhibit B**.

1.8 After Columbia delivers gas or causes gas to be delivered to North Coast at the Point(s) of Receipt specified in the Service 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 Point(s) of Delivery. Columbia shall have no responsibility 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 delivers 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 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 a monthly 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.

## III. TERM

3.1 Subject to the conditions precedent contained in Section VII of this Agreement, the term of this Agreement shall commence on November 1, 2008 and end on October 31, 2013. Once this Agreement becomes effective, the Transportation Agreement between the parties dated May 10, 2004 is cancelled except for the obligation to pay monies already due or correct imbalances created while those agreements were in effect. The Agreement will continue on a year to year basis thereafter 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 interstate 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

interstate pipeline delivering to the Receipt Point(s) shall be used in determining the Imbalance pursuant to the OBA's.

4.2 With 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 the meters test within 2% or better of accurate measurement, then the cost of the test shall be paid by Party requesting the test. If the meters are 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 natural Gas imbalances unless a meter tests inaccurate by more than 5%. Any such billing correction shall only be to the 2% error level for a period of time no 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 Points.

The Gas shall not contain in excess of:

- a. Seven (7) pounds of water per million cubic feet of gas;
- b. Four percent (4%) by volume of a combined total to 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 hundredths (0.25) grains of hydrogen sulfide per one hundred (100) feet of gas; and
- d. Ten (10) grains of total sulfur per one hundred (100) cubic feet of gas.

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.

## V. BILLING AND PAYMENT

5.1 On or before the tenth (10<sup>th</sup>) day of each calendar month, 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 to the extent necessary to verify the accuracy of any charge, computation, and statement made pursuant to any of the provisions within this 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 Tariff on or before the twenty-fifth (25<sup>th</sup>) day of the month, unless otherwise agreed to by the parties. Payment shall be made by wire transfer of Federal Funds at such bank account designated by North Coast, except when such day of the month is a Saturday, Sunday or federal bank holiday, in which case payment is due on the following Business Day. All such payments shall be considered to have been made on the date when North Coast has use of such funds.

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

If Columbia, in good faith, disputes the amount of any such invoice or any part thereof, Columbia will pay such amount as it concedes to be correct: provided, however, if Columbia disputes the amount due, it must provide supporting documentation acceptable in 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 Columbia's current financial or credit status will not support the level of service contracted for, North Coast may request that Columbia post the appropriate amount of collateral. Collateral may be in the form of a prepayment, cash deposit, letter of credit, creditworthy parent guarantee or other security acceptable to North Coast.

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

Columbia Gas of Ohio, Inc.  
200 Civic Center Drive  
Columbus, OH 43215  
Attn: Director of Gas Procurement  
Facsimile: 614/460-6442  
Email: [sphelps@nisource.com](mailto:sphelps@nisource.com)

North Coast Gas Transmission, LLC  
250 E. Broad Street, Suite 1220  
Columbus, OH 43215  
Attn: Sr. Vice President  
Facsimile: 614/545-0496  
Email: [mcalderrone@somersetgas.com](mailto:mcalderrone@somersetgas.com)

## VI. UPSTREAM CAPACITY

6.1 North Coast will assign to Columbia, at the maximum applicable rate as approved by the FERC during the term of this Agreement, sufficient upstream capacity on Crossroads Pipeline Company (Crossroads) to enable Columbia to deliver its MDQ, plus Shrinkage, to North Coast. North Coast shall release its Crossroad's capacity under terms and conditions which are acceptable to Columbia and which are consistent with the terms and conditions of Crossroads' FERC Tariff. North Coast, through its affiliate, Somerset Gas Transmission Company LLC, hereby represents that it has sufficient capacity on Crossroads, which it will release to Columbia in order to satisfy the MDQ, including North Coast Shrinkage, at all Delivery Points.

6.2 The assignment of Crossroads capacity by North Coast to Columbia will not be recallable unless: (1) Columbia alleges a dispute whereby Columbia ceases paying all or a portion of the North Coast monthly Demand Rate as set forth in **Exhibit B** on a prospective basis as a result of something other than a billing dispute arising out of Article V of this Agreement; or (2) the Parties are unable to satisfy the requirements of Article IX, Paragraph 9.10 should they arise. In either event, North Coast's recall rights shall be limited to those quantities representing the quantity of gas for which Columbia is no longer paying a Demand Rate or equivalent to the MDQ reduction taken as a result of the Parties being unable to satisfy the requirements of Article IX, Paragraph 9.10.

## VII. CONDITIONS PRECEDENT

7.1 This Agreement is expressly conditioned upon North Coast's receipt of all necessary government approvals required to charge the rates proposed herein and make the capacity assignments contemplated herein. This Agreement shall be of no force and effect unless and until each of 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 GCR proceeding before the Commission. In the event that the Commission, a Commission appointed auditor or any other party to a GCR proceeding 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 a GCR 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, including but not limited to the assignment of the Crossroads capacity, 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 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 and will follow the dictates of any energy emergency rule, or order and neither Party shall be liable for any loss or damage suffered by the other Party as a result thereof.

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 Delivery Points, except as excused by conditions of Force Majeure, and as defined in this Agreement, Columbia will have the right to terminate if North Coast cannot provide adequate assurances that the Firm Service interruptions (excluding conditions of Force Majeure) will not be eliminated prospectively. If North Coast fails to provide Firm Service after providing adequate assurance, then Columbia has the right to terminate this Agreement. Notwithstanding the foregoing, the Parties agree to meet and try to resolve any disputes as to Firm Service to the satisfaction of both parties. North Coast will use its best efforts to deliver quantities to the Secondary Delivery Point nominated by Columbia and agrees to transport Columbia's nominated quantities to that point before transporting another Customer's gas to that point.

9.10 In the event that Columbia's merchant role is materially reduced or altered in any fashion during the term of this Agreement, the Parties agree to meet and establish conditions acceptable to both Parties that provide Columbia the ability to release its contracted capacity on

North Coast to third parties. Such agreement to enable the release of North Coast capacity by Columbia between the Parties shall occur and become effective prior to the date Columbia deems a need to facilitate such assignment. If the Parties are unable to establish acceptable conditions prior to such date, Columbia shall have the right to terminate this Agreement upon 30 days notice.

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: 

Its: Senior Vice President

Date: 3-24-08

**Columbia Gas of Ohio, Inc.**

By: 

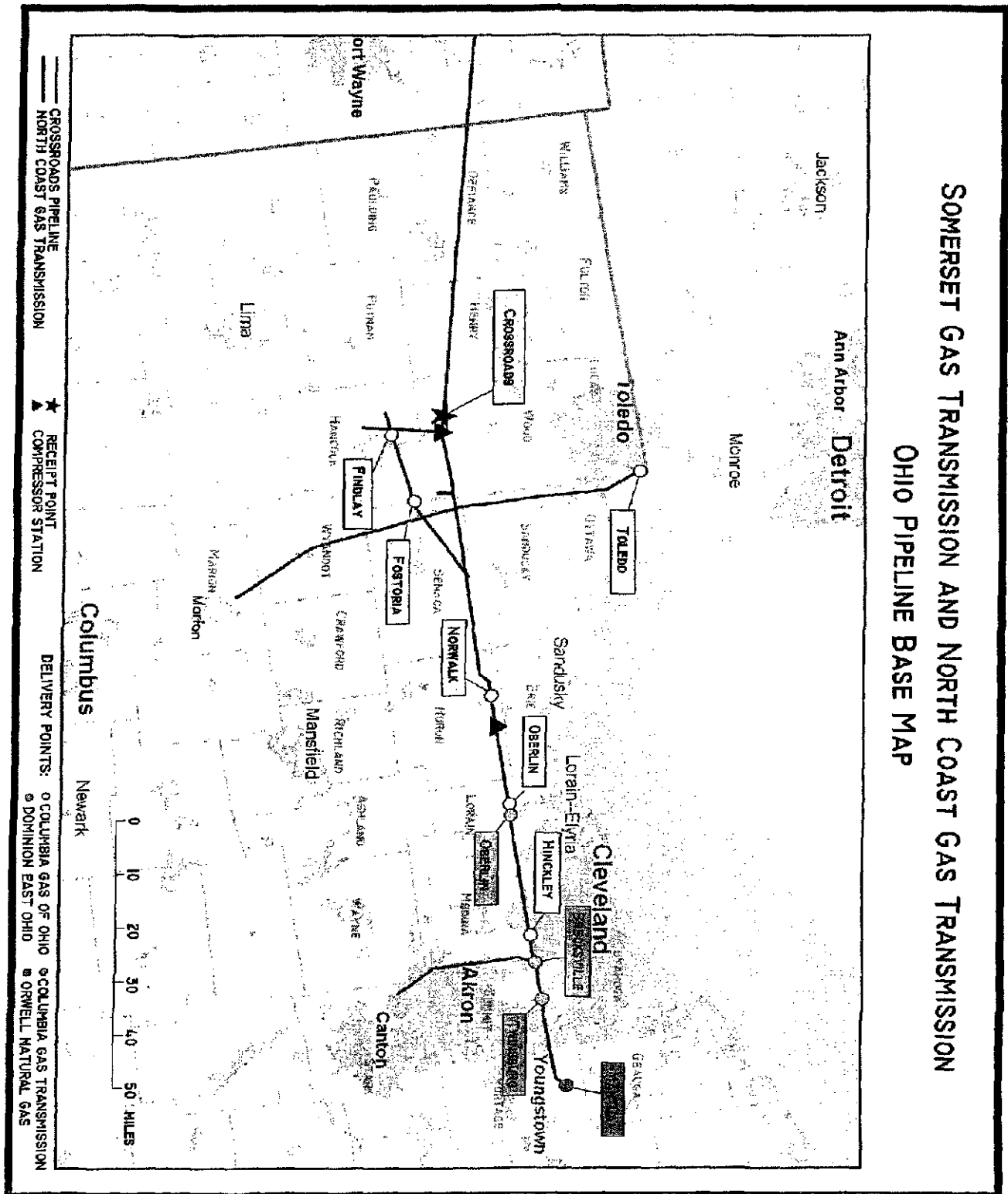
Its: Vice President, Energy Supply Services

Date: 3-19-08

Approved, as to form MNR 3/18/08

# Exhibit A

To the Natural Gas Transportation Service Agreement between North Coast Gas Transmission, LLC and Columbia Gas of Ohio, Inc. Dated 3/24, 2008.



## **Exhibit B**

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

**Dated 3/24, 2008**

#### **Primary Receipt Point**

- Interconnection between the facilities of Crossroads Pipeline Company and North Coast Gas Transmission, LLC commonly known as Cygnet

#### **Primary Delivery Points**

Interconnection MDQ

Findlay  
Hinckley  
Norwalk  
Oberlin (COH)  
Fostoria

Total

#### **Secondary Delivery Point**

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

#### **Shrinkage**

- %

#### **Rates**

- Demand \$
- Commodity \$

**Exhibit C**  
**To the Natural Gas Transportation Service Agreement between**  
**North Coast Gas Transmission, LLC and Columbia Gas of Ohio, Inc.**  
**Dated 3/24, 2008**

**Operational Balancing Agreements Between Columbia Gas of Ohio, Inc. and North Coast  
Gas Transmission, LLC**

<b>Interconnection</b>	<b>Date</b>
<b>Fostoria</b>	<b>November 1, 2004</b>
<b>Oberlin</b>	<b>November 1, 2004</b>
<b>Norwalk</b>	<b>November 1, 2004</b>
<b>Findlay</b>	<b>May 10, 2004</b>
<b>Hinckley</b>	<b>May 10, 2004</b>

FIRST AMENDMENT TO NATURAL GAS TRANSPORTATION  
SERVICE AGREEMENT

BY THIS AGREEMENT, executed this 24<sup>th</sup> day of July, 2013, 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 March 24, 2008 as follows:

RECITALS

WHEREAS, the Parties entered into a Natural Gas Transportation Service Agreement dated March 24, 2008 ("Agreement") and service commenced under the Agreement; and

WHEREAS, the Parties desire to extend the term of the Agreement and amend the other terms and conditions of the agreement

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

1. The following paragraph is hereby added to Article I of the Agreement:

"1.10 North Coast will use its reasonable efforts to redeliver gas to the Secondary Delivery Point. Absent operating conditions which would affect deliveries to the Secondary Delivery Point, the total quantities scheduled to the Primary and Secondary Delivery Points cannot exceed the quantity of gas scheduled for delivery to North Coast by Columbia at the Primary Receipt Point adjusted for retention. Provided however, North Coast may grant Columbia, at its sole discretion, the ability to schedule volumes to the Primary and Secondary Delivery points which in total are in excess of the quantity scheduled by Columbia to the Primary Receipt Point adjusted for retention.

2. Paragraph 3.1 of the Agreement is deleted in its entirety and replaced with the following:



"3.1 Subject to receipt of the regulatory approvals required for implementation of this First Amendment, the term of this Amendment shall be from November 1, 2013 through October 31, 2018. The Agreement will continue on a year to year basis thereafter unless terminated by either party upon ninety (90) days prior notice."

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

Columbia Gas of Ohio, Inc.  
200 Civic Center Drive  
Columbus, OH 43215  
Attn: Director Transportation  
and Supplier Services  
Facsimile: (614) 460-6442  
Email: [theckathorn@nisource.com](mailto:theckathorn@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](mailto:jwesterfield@somersetgas.com)

4. Paragraph 7.1 of the Agreement is deleted in its entirety and replaced with the following:

"7.1 This Agreement is expressly conditioned upon North Coast's retention of all necessary government approvals required to charge the rates set forth on Exhibit B and make the capacity assignments contemplated herein. Should North Coast fail to retain such governmental approvals, the parties will attempt to mutually agree to a resolution acceptable to both Parties, failing which this Agreement shall terminate upon ninety (90) days prior notice.

5. Paragraph 9.1 of the Agreement is deleted in its entirety and replaced with the following:

"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 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."

6. The following paragraph is 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 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."

7. The following paragraph is, hereby added to Article IX of the Agreement:

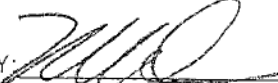
"9.12 In the event that North Coast, in its sole discretion, determines that it will no longer use its leased 425 line for the transportation of natural gas, it may terminate the Agreement by providing Columbia with twelve (12) months prior Written Notice. In such event, both Parties obligations, except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

8. Effective November 1, 2013 the attached Exhibit B replaces the Exhibit B contained in the Agreement.

9. Except as herein provided, all other terms and conditions of the Agreement shall remain in full force and effect.


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

NORTH COAST GAS TRANSMISSION, LLC

BY:   
Michael E. Calderone  
President

DATED: 7-24-13

COLUMBIA GAS OF OHIO, INC.

BY:   
Michael D. Watson  
Vice President

DATED: 7-8-13

*Revised by MRC 7/16/13*

Exhibit B

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

Dated March 24, 2008

Primary Receipt Point

- Interconnection between the facilities of Crossroads Pipeline Company and North Coast Gas Transmission, LLC commonly known as Cygnet

Primary Delivery Point

<u>Interconnection</u>	<u>MDQ</u>
Hinckley	MMBtu

Secondary Delivery Points

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

Interconnection  
Findlay  
Norwalk  
Oberlin (COH)  
Fostoria  
Toledo

Shrinkage

- %

Rates

- Demand \$
- Commodity \$

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

BY THIS AGREEMENT, executed this 17<sup>th</sup> 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](mailto: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](mailto: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 Tnn 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 C**

Second Amendment to the Columbia Findlay Agreement



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

BY THIS SECOND AMENDMENT TO NATURAL GAS TRANSPORTATION SERVICE AGREEMENT (the "Second Amendment"), executed this 24<sup>th</sup> day of MAY, 2021, between North Coast Gas Transmission, LLC ("North Coast") and Columbia Gas of Ohio, Inc. ("Columbia") and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, North Coast and Columbia do hereby recite and agree to amend the Natural Gas Transportation Service Agreement dated November 21, 2016 and as last amended on October 17, 2018, as follows:

**RECITALS**

WHEREAS, North Coast and Columbia (collectively, the "Parties" and each a "Party") entered into a Natural Gas Transportation Service Agreement dated November 21, 2016 (the "Agreement");

WHEREAS, the Parties entered into a First Amendment to the Agreement effective as of October 17, 2018;

WHEREAS, the Parties desire to further amend the Agreement to change certain 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 shall be effective forty-five (45) days after submission of an application to the Commission for approval of this Second Amendment, subject to the execution of this Second Amendment by each Party.
2. Section 3.1 of the Agreement is amended and restated in its entirety as follows:

"3.1 Subject to the conditions precedent contained in Section VII of this Agreement, the primary term of the Agreement shall be November 1, 2018 to October 31, 2025. This Agreement will continue on a year to year basis after the primary term unless terminated by either Party upon ninety (90) days prior Written Notice."

3. Section 9.11 of the Agreement is deleted in its entirety.
4. Exhibit B to the Agreement is deleted in its entirety and the attached Exhibit B is substituted in its place.
5. In the event the Public Utilities Commission of Ohio (PUCO) issues an order (PUCO Order) that materially modifies any term or condition of this Second Amendment including, but not limited to the attached Exhibit B then within 45 days of such PUCO Order becoming final and non-appealable the Parties agree to negotiate in good faith with respect to an amendment to the Agreement with the intent to achieve the economic positions and level of service created by this Second Amendment. In the event the Parties are not able to reach an agreement regarding such amendment, the Parties agree to terminate this Amendment and return to the terms of the First Amendment.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment as of the dates written below.

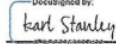
NORTH COAST GAS TRANSMISSION, LLC

BY: 

Jerry Westerfield  
Vice President

DATE: 5/24/2021

COLUMBIA GAS OF OHIO, INC.

BY: 

Karl Stanley

VP supply & optimization

DATE: 5/17/2021

DS  
TR

## 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, as amended (the "Agreement").

### Primary Receipt Points

- 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 Gas of Ohio, Inc. 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

- MDQ is [REDACTED] MMBtu/day

### Rates

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

# **ATTACHMENT D**

Columbia Findlay Agreement

and

First Amendment to the Columbia Findlay Agreement

## NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

BY THIS AGREEMENT, executed this 21<sup>st</sup> day of November, 2016, 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 natural Gas transmission pipeline system described on Exhibit A to this Agreement (Pipeline);

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);

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"** means any individual, governmental, or corporate entity taking transportation service hereunder.
- F. **"Dekatherm" or "Dth"** means the Company's billing unit measured by its thermal value. A dekatherm is 1,000,000 Btus. Dekatherm shall be the standard unit for purposes of nominations, scheduling, invoicing, and balancing.
- G. **"Delivery Point(s)"** shall mean the specific measurement location(s) listed on **Exhibit B** at which North Coast delivers 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 nominated and confirmed 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 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 Customer'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 shall be negotiated between Columbia and North Coast and incorporated into Columbia's Service Agreement with North Coast.

- P. **"Month"** shall mean a calendar month beginning at 9:00 a.m. Central Clock Time on the first day of the calendar month and ending at 9:00 a.m. Central Clock Time the first day of the following calendar month.
- Q. **"North Coast System"** shall mean the Buckeye 425 pipeline, Buckeye 10 inch pipeline, the Ashland 8 inch pipeline, and the 8 inch Marion to Toledo line or any expansion, additions to, or replacement of these pipelines.
- 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 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 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. This 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) as specified on **Exhibit B**. Transportation service under this Agreement shall be governed by: 1) this Agreement 2) North Coast's then current transportation tariff on file with the PUCO and 3) rules and orders of the Commission.

1.2 If requested by Columbia, North Coast may deliver interruptible transportation 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 Gas volumes by an interruptible transportation service not to exceed 150% of 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 calendar 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 confirmed 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 receive at the Receipt Point 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(s) listed in **Exhibit C** and they are 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 and other such Agreements between North Coast and its Customers for volumes delivered to the Delivery Points specified in **Exhibit B**.

1.8 After Columbia delivers gas or causes gas to be delivered to North Coast at the Point(s) of Receipt specified in the Service 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 Point(s) of Delivery. Columbia shall have no responsibility 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 delivers 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 a monthly 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.

### III. TERM

3.1 Subject to the conditions precedent contained in Section VII of this Agreement, the term of this Agreement shall be December 1, 2016 to February 28, 2018.

### 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 interstate 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 interstate pipeline delivering to the Receipt Point(s) shall be used in determining the Imbalance pursuant to the OBA's.

4.2 With 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 the meters test within 2% or better of accurate measurement, then the cost of the test shall be paid by Party requesting the test. If the meters are 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 natural Gas imbalances unless a meter tests inaccurate by more than 5%. Any such billing correction shall only be to the 2% error level for a period of time no 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 Points.

The Gas shall not contain in excess of:

- a. Seven (7) pounds of water per million cubic feet of gas;
- b. Four percent (4%) by volume of a combined total to 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 hundredths (0.25) grains of hydrogen sulfide per one hundred (100) feet of gas; and
- d. Ten (10) grains of total sulfur per one hundred (100) cubic feet of gas.

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.

#### V. BILLING AND PAYMENT

5.1 On or before the tenth (10th) day of each calendar month, 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 to the extent necessary to verify the accuracy of any charge, computation, and statement made pursuant to any of the provisions within this Tariff.

If it shall be found that at any time or times Columbia has been overcharged or under-charged 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 Tariff 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 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 creditworthiness at any time. Upon request, but not more than twice in any 12-month period, Columbia must provide current financial credit information. If Columbia's current financial or credit status will not 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:

Jerry Westerfield  
VP – Commercial Activity  
445 Hutchinson Ave., Suite 830  
Columbus, OH 43235  
jwesterfield@somersetgas.com

Michael D. Anderson  
NGD Supply & Optimization  
290 W. Nationwide Blvd.  
Columbus, OH 43215  
mdanderson@nisource.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 This 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 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 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 and will follow the dictates of any energy emergency rule, or order and neither Party shall be liable for any loss or damage suffered by the other Party as a result thereof.

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 Delivery Points, except as excused by conditions of Force Majeure, and as defined in this Agreement, Columbia will have the right to terminate if North Coast cannot provide adequate assurances that the Firm Service interruptions (excluding conditions of Force Majeure) will not be eliminated prospectively. If North Coast fails to provide Firm Service after providing adequate assurance, then Columbia has the right to terminate this Agreement. Notwithstanding the foregoing, the Parties agree to meet and try to resolve any disputes as to Firm Service to the satisfaction of both parties. North Coast will use its best efforts to deliver quantities to the Secondary Delivery Point nominated by Columbia and agrees to transport Columbia's nominated quantities to that point before transporting another Customer's gas to that point.

9.10 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 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 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 hereto have caused this instrument to be executed as of the date set forth above.

Columbia Gas of Ohio, Inc.

North Coast Gas Transmission, LLC

By: Michael D. Watson  
Title: V.P. SUPPLY & OPTIMIZATION  
Date: 11-21-16

By: [Signature]  
Title: VICE President  
Date: 11-21-16

*Reviewed by TMA 11/21/2016*

Exhibit A

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

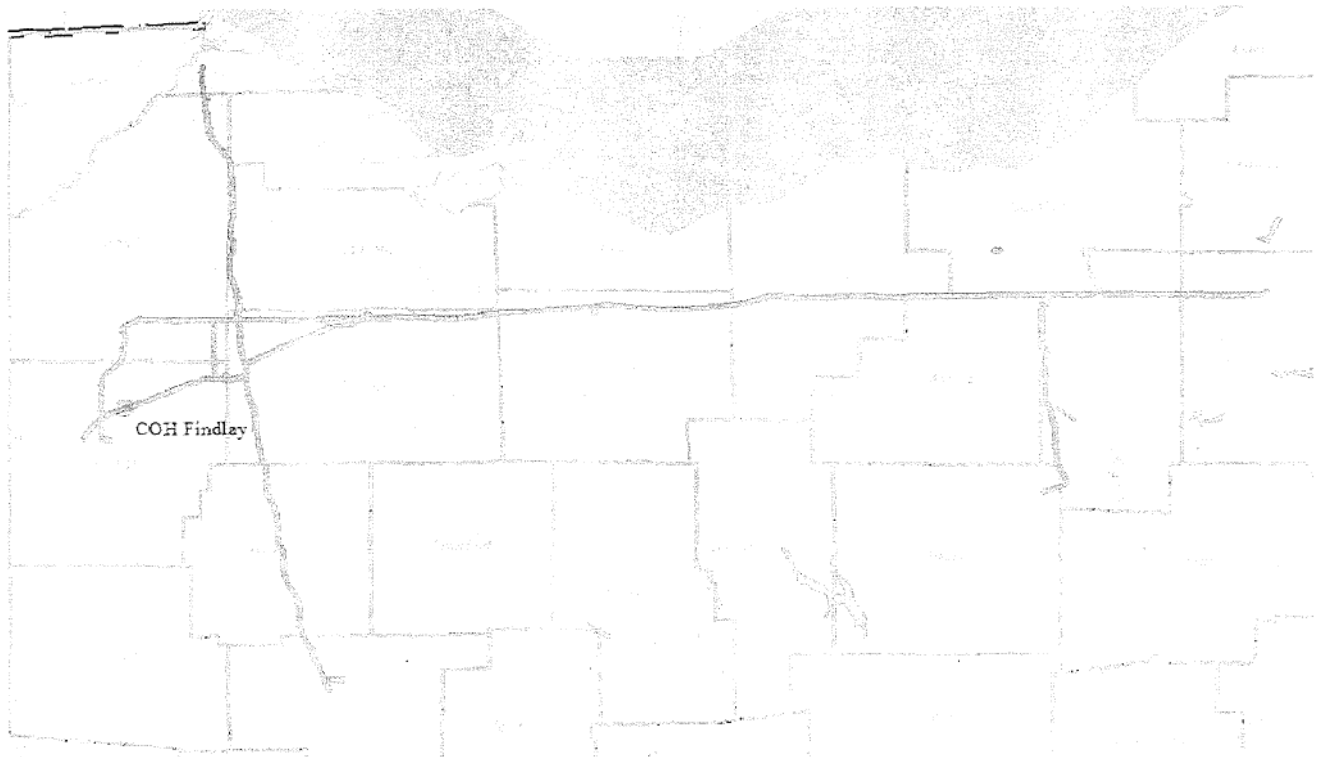


Exhibit B

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

**Primary Receipt Point**

- Interconnection between the facilities of Crossroads Pipeline Company and North Coast Gas Transmission, LLC commonly known as Cygnet

**Primary Delivery Point**

- Interconnection between the facilities of North Coast Gas Transmission, LLC and Columbia Gas of Ohio, Inc. commonly known as Findlay

**Service Period(s)**

- December 1, 2016 – February 28, 2017
- December 1, 2017 – February 28, 2018

**MDQ**

- . MMBtu

**Shrinkage**

- %

**Rates**

- Demand: \$
- Commodity: \$

Exhibit C

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

Operational Balancing Agreement between Columbia Gas of Ohio, Inc. and North Coast Gas Transmission, LLC, dated June 15, 2010, for an interconnect known as Findlay located in Allen Township in Hancock County, Ohio.

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

BY THIS AGREEMENT, executed this 17<sup>th</sup> 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](mailto: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](mailto: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]

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**6/21/2021 5:01:31 PM**

**in**

**Case No(s). 21-0743-PL-AEC**

Summary: Application - Joint Application for Approval of Amendments to Two Transportation Service Agreements electronically filed by Mrs. Gretchen L. Petrucci on behalf of North Coast Gas Transmission LLC and Columbia Gas of Ohio, Inc.