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BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

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PUCO

IN THE MATTER OF THE APPLICATION OF NORTH COAST GAS TRANSMISSION, LLC, FOR APPROVAL OF TARIFFS AND TO BECOME A PIPE-LINE COMPANY/ PUBLIC UTILITY	:	CASE NO. 04-265-PL-ATA

APPLICATION

Pursuant to Sections 4905.02, 4905.03(A)(7), and 4905.30, Revised Code, North Coast Gas Transmission, LLC ("North Coast" or "the Applicant"), respectfully submits this Application seeking Commission authorization to operate as a pipe-line company in the State of Ohio, stating the following:

1. North Coast is a limited liability company based in Columbus, Ohio.

2. North Coast owns the rights to the Buckeye 425 pipeline, Buckeye 10 inch pipeline, and the Ashland 8 inch pipeline (hereinafter the "NCGT System"). A map showing the location, and a list of Receipt and Delivery Points, of the NCGT System, including its two compressor stations, are attached as Exhibit A and hereby incorporated as part of this Application.

3. North Coast subleased the NCGT System to KNG Energy, Inc. ("KNG") pursuant to a Lease and Services Agreement executed on November 30, 2001. KNG, in turn, has used the NCGT System to provide natural gas transportation services to competitive natural gas retail suppliers and its own local distribution system. The Lease and Services Agreement is now scheduled to terminate on March 31, 2004.

4. To continue uninterrupted service to existing transporters on the NCGT System, North Coast seeks Commission approval of this Application to become a pipe-line

company in the State of Ohio and to maintain and operate the NCGT System following the expiration of the Lease and Services Agreement on March 31, 2004. North Coast also seeks approval, therefore, of its initial pipe-line tariff attached as Exhibit B and incorporated as part of this Application.

5. North Coast is a subsidiary of Somerset Gas Transmission Company, LLC, which owns and operates other natural gas pipelines in the Eastern United States. The NCGT System has evolved into a complex transmission system utilizing multiple compressor stations and high pressure meter and regulation stations. North Coast has the requisite technical, financial and managerial capability needed to operate this type of high pressure transmission system (see attached Exhibits C and D).

6. North Coast has already acted, as lessor under the Lease and Services Agreement, to alleviate supply constraint issues in the northern tier of Ohio. With the demise of the Independence Pipeline project, whose route paralleled the Buckeye 425 Line across the northern tier of Ohio, many companies in that region experienced constrained supply and may face potential shortages in the future unless additional pipeline capacity is made available. To address the currently constrained market, and to meet future demand, North Coast last year obtained Ohio Power Siting Board approval to install two compressor stations to increase throughput on the NCGT System (shown on Exhibit A). As a result, increased throughput became available in the spring of 2003. North Coast is also examining the possibility of looping or running parallel lines to meet anticipated future demand. Because any future looping which may be implemented, in addition to the compressor stations that have already been added, will take place within existing pipeline utility corridors – the very ones in which the NCGT System already exists – expanded capacity made available

through the NCGT System has and will have relatively little social or environmental impact vis-à-vis a greenfield pipeline system.

7. At present, the majority of the capacity on the NCGT System is used to provide transportation service for five competitive natural gas retail suppliers who transport gas to marketers' pools on the Columbia of Ohio, Inc., and East Ohio systems. Four of the six retail natural gas transportation agreements under which these existing services are provided will expire on March 31, 2004 (one supplier is a party to two contracts), i.e., at the same time that the Lease and Services Agreement is scheduled to terminate. To avoid any disruption in service under the remaining two agreements, North Coast, through its tariff, will permit those transporters to continue the service previously agreed to by KNG, and asks for Commission approval of such continuation of service, under each of the two continuing transportation agreements at the same terms and conditions for the remaining life of the such contracts; or as North Coast and the respective party may otherwise mutually agree (in which case, such contract shall be filed for Commission approval). See Exhibit B, Section 11.

8. KNG also uses a minority portion of capacity on the NCGT System to bring system supply gas from the Crossroads Pipeline to KNG's low pressure distribution system. North Coast provided notice of the forthcoming termination of the Lease and Services Agreement to KNG on September 26, 2003, and since that time has been negotiating the terms and conditions of a natural gas transportation agreement to continue this distribution service. North Coast will file such agreement with the Commission for approval. To avoid any disruption in service to KNG's customers during this interim period, however, North Coast, through its tariff, will continue to provide transportation service to KNG, and

asks for Commission approval of such continuation of service, on the NCGT System under the same terms and conditions previously provided, and for the same compensation level previously received, by KNG during its tenure as Lessee under the Lease and Services Agreement, until such time as the Commission authorizes otherwise. See Exhibit B, Section 11.

9. North Coast seeks Commission approval to become a pipe-line company which will operate and maintain the NCGT System and transport natural gas through such system to the competitive natural gas retail suppliers being served on the NCGT System, to KNG and its local distribution customers, and to other customers on a non-discriminatory, open-access basis. Approval on the terms discussed herein would be just and reasonable and in the public interest in that it would allow service to the continuing retail suppliers who transport gas on the NCGT System, and their customers, and to KNG and its customers, to continue uninterrupted.

10. In support of this Application, North Coast is providing the Commission with the following exhibits:

Exhibit A – Pipeline Map and Listing of Receipt and Delivery Points

Exhibit B – Tariffs

Exhibit C – Summary of Technical and Managerial Background

Exhibit D – Pro Forma Financial Exhibit

Exhibit E – Verification of Applicant's Representations

WHEREFORE, North Coast Gas Transmission Company, LLC, respectfully requests that the Commission approve:

a. This Application;

b. The North Coast Gas Transmission tariffs;

c. The provision of service as described herein to the natural gas retail suppliers continuing to transport gas on the NCGT System, to KNG, and to any new customers;

d. A TRF number for North Coast Gas Transmission, LLC, and to add its name to the roll of public utility/pipe-line companies; and,

e. Any other relief that the Commission deems appropriate.

Respectfully submitted,

VORYS, SATER, SEYMOUR AND PEASE LLP

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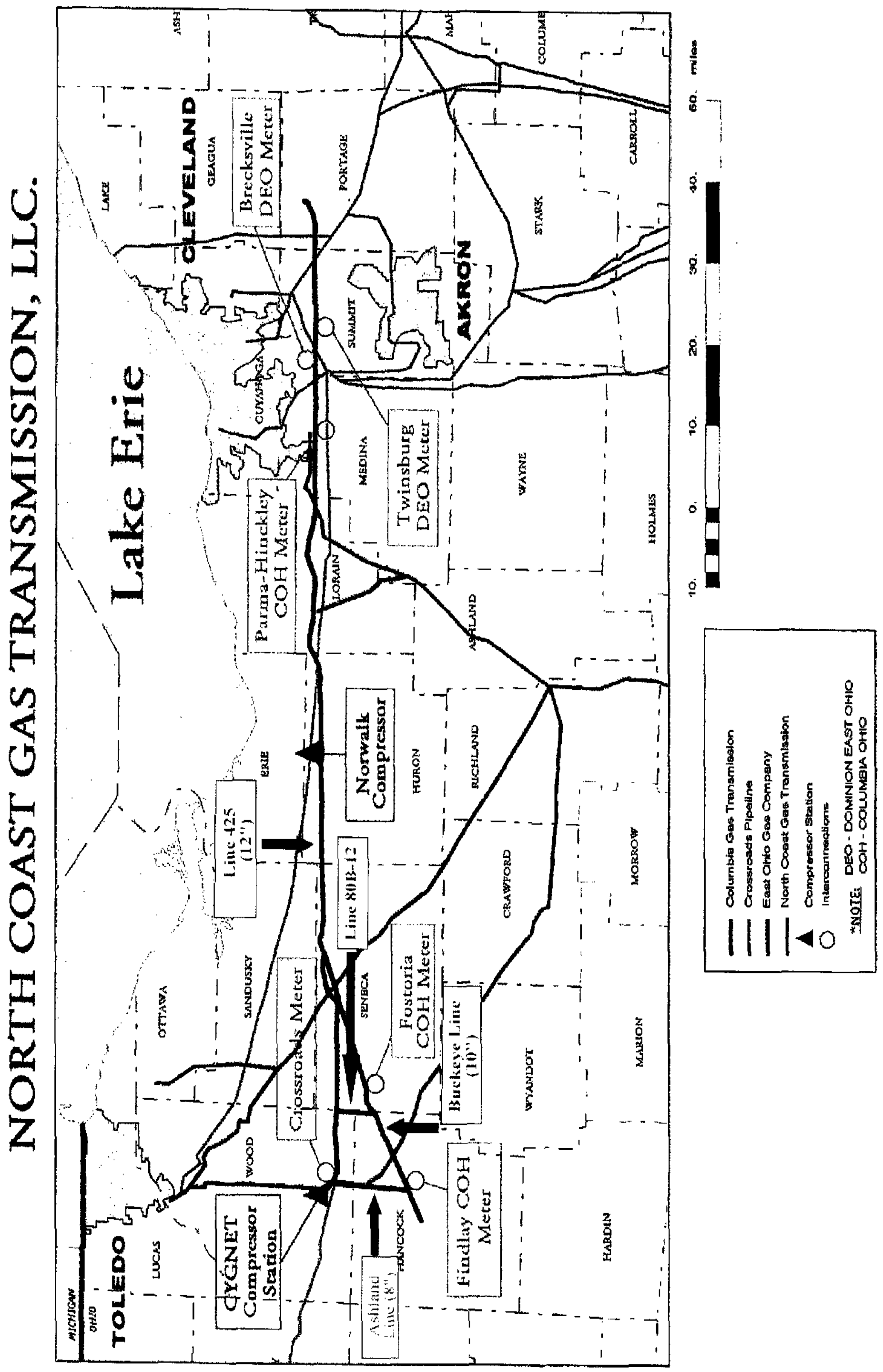
North Coast Gas Transmission, LLC

EXHIBIT A

PIPELINE MAP AND RECEIPT/DELIVERY POINT LIST


NORTH COAST GAS TRANSMISSION, LLC.
Lake Erie
TOLEDO
CLEVELAND
AKRON
CYGNET Compressor Station
Crossroads Meter
Line 425 (12")
Line 80B-12
Norwalk Compressor
Fostoria COH Meter
Buckeye Line (10")
Findlay COH Meter
Ashland Line (8")
Parma-Hinckley COH Meter
Brecksville DEO Meter
Twinsburg DEO Meter
Columbia Gas Transmission
Crossroads Pipeline
East Ohio Gas Company
North Coast Gas Transmission
Compressor Station
Interconnections
*NOTE: DEO - DOMINION EAST OHIO
COH - COLUMBIA OHIO
miles

North Coast Gas Transmission
Receipt / Delivery Points

Name / Location	Point Designation Off North Coast
Cygnet Station Rock Ridge Road	Receipt Crossroads Meter Station
Columbia Gas of Ohio – Findlay Off of TR 99 by Findlay Warehouse	Delivery Columbia Gas of Ohio Meter Station
Columbia Gas of Ohio – Hinckley 2706 Boston Road, Hinckley	Delivery Columbia Gas of Ohio Meter Station
Dominion East Ohio #1 – Brecksville Noble Park Drive, Brecksville	Delivery Dominion East Ohio Meter Station
Dominion East Ohio #2 – Twinsburg 2716 Columbia Road, Brecksville – Rear of Property	Delivery Dominion East Ohio Meter Station

KNG Energy Distribution Settings off North Coast Gas Transmission

Multiple Customer Settings

TR 94 TR 94 west of CR 140, Findlay	Buckeye (10")
TR 99 and Ventura Findlay Cartage, Findlay	Buckeye (10")
TR 99 Findlay Warehouse East of Water Tower	Buckeye (10")
Hillcrest Drive 350' East of Gleneagle Drive, Findlay	Buckeye (10")
CR 236 CR 236 & TR 215, Arcadia	Buckeye (10")
Beerco TR 218 & SR 12, Fostoria	Buckeye (10")
Parkview Subdivision 849 Susan Drive, Fostoria	Buckeye (10")
Dillion Road Dillion Road & TR 43, Fostoria	Buckeye (10")
CR 60 CR 60west of Yochum Road, Fostoria	Buckeye (10")
CR 140 4409 CR 140, Findlay	Ashland (8")
Charter Steel 6223 US 23, Rising Sun	425 (12")
Engineer's School Cygnet Road, West Millgrove	425 (12")

Farm Taps – 1-2 Customer Settings

Bruce Mutcher 4840 CR 18, Findlay	Buckeye (10")
William Grossman 16404 CR 216, Arcadia	Buckeye (10")
Larry Brown 16236 CR 216, Arcadia	Buckeye (10")
Norman Lewis 3448 TR 247, Arcadia	Buckeye (10")
Thelma Walton 4829 CR 18, Arcadia	Buckeye (10")
Nancy Kinser 3255 TR 247, Arcadia	Buckeye (10")
Ron Kelbley 2423 TR 256, Arcadia	Buckeye (10")
Wes Glick 2325 CR 257, Arcadia	Buckeye (10")

EXHIBIT B

PROPOSED TARIFFS

RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF GAS IN UNINCORPORATED AREAS

GAS TRANSPORTATION SERVICE

RULES AND REGULATIONS GOVERNING THE TRANSPORTATION
OF GAS IN UNINCORPORATED AREAS

GAS TRANSPORTATION SERVICE

1. DEFINITIONS

As used herein in conjunction with transportation service, the following terms shall have the meanings indicated below:

A. **"Company"** means North Coast Gas Transmission, LLC, its successors and assigns

B. **"Customer"** means any individual, governmental, or corporate entity taking transportation service hereunder.

C. **"Dekatherm"** or **"Dth"** means the Company's billing unit measured by its thermal value. A dekatherm is 1,000,000 Btus or one (1) MMBtu. Dekatherm shall also be synonymous with MMBtu and Dth and shall be the standard unit for purposes of nominations, scheduling, invoicing, and balancing. It shall be proper for Company to rely upon the heating value measurements or assumptions provided to Company by upstream suppliers for purposes of Company's determination of the heating value of the gas received by Customer. Company shall not be required to install any equipment to measure heating value at the Customer's premises for the purpose of converting volumetric measurements into Dth. Btu is the abbreviation employed to denote a British thermal unit.

D. **"Authorized Daily Volume"** means the volume of gas on any day that Company would deliver to Customer with no planned interruption of that volume.

E. **"Service Agreement"** Each Customer shall sign an individual contract with the Company 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.

F. **"Receipt Point(s)"** shall mean those measurement locations where Customer-owned gas enters the Company's system. The only Receipt Point at this time is the interconnection with the Crossroads Interstate Pipeline.

G. **"Delivery Point(s)"** shall mean the specific point(s) at which Company may deliver customer owned gas to Customer and Customer will receive such gas from Company. All Delivery Points on the Company's system are interconnections with a local distribution company or a utility pipeline.

RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF GAS IN UNINCORPORATED AREAS

H. **"Annual Period"** means the twelve-month period beginning on the first day of Customer's November billing cycle and ending on the last day of Customer's October billing cycle.

I. **"Customer's Billing Cycle"** shall mean the monthly period that occurs between monthly meter readings taken by Company for billing purposes at Customer's facilities.

J. **"PUCO" or "Commission"** means the Public Utilities Commission of Ohio.

K. **"Maximum Daily Quantity (MDQ)"** shall mean the maximum daily firm natural gas quantity which Customer shall be entitled to nominate during any 24-hour period. Customer's MDQ shall be estimated by the Company.

L. **"Daily Demand"** means customer or customer group demand on any day.

M. **"Quantity of Gas"** shall mean the number of units of gas expressed in Dth or MMBtu unless otherwise specified.

N. **"Day"** shall mean the 24 hour period beginning at 9:00 a.m. Central clock time.

O. **"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.

P. **"Nomination"** shall mean the confirmed Quantity of Gas which the Customer shall arrange to have delivered to the Receipt Point(s) for redelivery by the Company to the Delivery Point(s). The Nomination shall include sufficient gas to account for the Company's Shrinkage.

Q. **"Imbalance"** shall mean the daily difference between the Dths tendered at the Receipt Point minus the Company's Shrinkage and the metered volumes taken at the Delivery Point(s).

R. **"Firm"** shall mean that each Dth the Customer tenders at the Receipt Point will be delivered to the Customer's Delivery Point(s) without interruption except under force majeure conditions or an energy emergency declared by the Commission.

S. **"Interruptible"** shall mean that each Dth the Customer tenders at the Receipt Point will be delivered to the Customer's Delivery Point(s) if the Company, using reasonable judgment, determines that capacity exists after all the Firm transport needs are accounted for to permit redelivery of tendered gas. Whenever the Company decides it is desirable for operation, gas supply, capacity, safety, or economic considerations, Company may discontinue service under this schedule provided that the Company shall attempt to provide verbal notice of such discontinuation. Company's failure to provide notice under this schedule and its failure to provide notice prior to discontinuance of service shall not give rise to any claim, cause of action or right in Customer being well within the nature of service provided hereunder.

T. **"Index"** shall mean the standard by which prices are determined for cashouts, imbalances, and any other penalties. The Index on the Company's system shall be closing future's price for the calendar month on the Henry Hub as posted by the New York Mercantile Exchange.

U. **"Shrinkage"** shall mean the percentage of the total amount of gas delivered to the system on an annual basis which is not delivered to the Company's customers. This percentage is calculated annually and is currently at 1.5%.

V. **"NCGT System"** shall mean the Buckeye 425 pipeline, Buckeye 10 inch pipeline, and the Ashland 8 inch pipeline.

2. Applicability

Transportation service pursuant to this schedule is available to all Customers who sign a service agreement with the Company, demonstrate that they have the ability to tender natural gas to the Receipt Point, and have made suitable arrangements for such tendered volumes to be delivered to the Delivery Point(s) called for in the Service Agreement.

3. Term

Customers that elect to request transportation service will be required to execute a written Service Agreement prior to the commencement of any transportation service. Unless otherwise agreed, service agreements shall provide for a primary term of one (1) year, continuing thereafter on a month to month basis subject to cancellation by the Company or the Customer on 30 days' written notice or as otherwise agreed by Company.

In keeping with the Commission's current policy, service contracts filed under Section 4905.31, Revised Code shall go into effect upon filing with the Commission. The term of the Service Agreement, unless otherwise agreed to as part of the Service Agreement, shall commence upon the filing of the Service Agreement by the Company.

RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF GAS IN UNINCORPORATED AREAS

4. Types of Service and Capacity

The Company shall offer Firm Service if the Company using good industry practice believes it has sufficient pipeline capacity available after accounting for the projected demand of the existing Firm Service load. The Company shall offer Interruptible Service to all Customers who request such service, meet the tariff standards and execute a Service Agreement.

Where the Company has agreed to provide a Customer with Firm Service, the Service Agreements shall specify the Company's pipeline capacity allocated to and reserved on behalf of the Customer for redelivery of the Customer's supply in terms of the MDQ that can be tendered to the Receipt Point on a daily basis, and the maximum amount which can be transported to a particular Delivery Point. A Customer may have several Delivery Points, but the aggregate of the daily firm accessible Delivery Points must equal or exceed the Receipt Point MDQ, adjusted for Shrinkage.

The Company shall have no obligation to accept any Nomination in excess of the Customer's MDQ. If requested by the Customer, the Company may accept a nomination and subsequent tender of an amount in excess of the Customer's MDQ if the Company reasonably believes it can physically accommodate the request.

5. Shrinkage

Unless otherwise agreed, the Customer shall have the right to retain, pursuant to this schedule, 100% of the gas delivered to the Receipt Point, less the Shrinkage.

6. Transportation Rate

The rates and charges for transportation services will be established pursuant to contracts submitted to the Commission for approval under Section 4905.31, Revised Code.

7. Imbalances

The following shall apply unless otherwise agreed to by the Parties and approved by the Commission:

Customer shall be entitled to take, at the Delivery Point(s) on a daily basis the tendered quantity at the Receipt Point minus the Shrinkage. The Service Agreement shall set out the time period in which the volumes tendered minus the Shrinkage will be balanced against the volumes taken at the Delivery Points. When the amount of natural gas tendered at the Receipt Point minus the Shrinkage exceeds the amount redelivered to the Delivery Points for the period of time listed in the Service Agreement for balancing, then the Company may either carry over the surplus for subsequent redelivery at a specified time, or cash out the imbalance by paying the Customer the Daily Price plus the Index Basis minus a percentage penalty as determined from the chart below for the surplus amount. If the amount of natural gas tendered to the Delivery Points minus the

Shrinkage for the period of time listed in the Service Agreement for balancing is less than the amount of natural gas taken by the Customer at the Delivery Points, then the Customer shall be cashed in by paying the Company the Daily Price plus the Index Basis for each Dth the Customer overtaken. In addition, the Customer shall pay a percentage penalty as listed in the chart below.

Percentage Imbalance Level	Penalty
0-10 %	No penalty fee for cash ins above the replacement gas cost of the Daily Price plus the Index Basis. No penalty fee for cash outs.
10-20 %	Ten percent (10%) penalty fee for cash ins above the replacement gas cost of the Daily Price plus the Index Basis. Ten Percent (10%) penalty fee on all Dth cashed out.
> 20%	Twenty percent (20%) penalty fee for cash ins above the replacement gas cost of the Daily Price plus the Index Basis. Twenty Percent (20%) penalty fee on all Dth cashed out.

8. Title to Gas

Any Customer taking natural gas transportation service pursuant to this schedule warrants that it has title to the gas delivered to Company free and clear of all claims, liens and encumbrances, and covenants and agrees to indemnify and hold harmless Company from all suits, actions, debts, accounts, damages, costs, losses, liens, judgments, orders, attorneys fees, expenses and liabilities arising from or attributable to the adverse claims of any and all other persons or parties to such gas.

RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF GAS IN UNINCORPORATED AREAS

9. Operational Flow Orders

In the event any one of the following occur: 1) any Upstream Interstate Pipeline supplying the Company declares a force majeure or an operational flow order; 2) the Commission or the Governor declare an energy emergency; or 3) if weather and usage conditions create a situation in which the Company reasonably believes that it cannot accommodate an imbalance from the Customer, the Company may issue an Operational Flow Order. During an Operational Flow Order the Customer may only tender and receive those volumes which the Company believes the Customer can actually both tender to the Receipt Point and receive at the Delivery Point on a daily basis. The Company will use its best efforts to avoid an Operational Flow Order if reasonably possible, and maintain the Operational Flow Order for as limited a period of time as is reasonably possible.

10. Quality

The gas made available to Company by Customer for redelivery shall be of quality equal to or better than the quality specifications of the upstream pipeline interconnect with the Receipt Point.

11. Service to Grandfathered Transport Customers and KNG Energy, Inc.

As of the date of this filing, natural gas retail suppliers transporting natural gas on the NCGT System under transportation agreements with KNG Energy, Inc., with a contract period that extends beyond March 31, 2004, will be permitted to continue receiving such service under the same terms and conditions for the remaining life of their respective agreements. Similarly, KNG Energy, Inc., shall be permitted to continue receiving transportation service on the NCGT System under the same terms and conditions previously provided, and for the same compensation level previously received for such service, by KNG Energy, Inc., during its tenure as Lessee under the Lease and Services Agreement with Company and dated November 30, 2001, until such time as the Commission may approve otherwise. Provision of service to such Customers, with the purpose of avoiding a disruption of service, shall be deemed to be provided under Section 4905.31, Revised Code.

12. General Terms and Conditions

A. Services provided under this schedule are subject to all Federal, State of Ohio and local laws and to the orders, rules and regulations of any federal, State or local agencies having jurisdiction thereof.

B. On or before the tenth (10th) day of each calendar month, Company shall invoice Customer for transportation services provided herein. All invoices shall be due and payable on or before the twenty-fifth (25th) day of the month, unless otherwise agreed to by the parties. All invoices not paid by the due date shall be increased by 1.5 percent (1.5%) of the amount not timely paid each month.

RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF GAS IN UNINCORPORATED AREAS

C. The Company, at its sole election, may terminate service under this schedule in the event Customer failed to cause its gas supply made available to Company at the Receipt Point to match the gas supply consumed at the Delivery Point. The imbalance charges specified herein shall not be construed as Company's exclusive remedy in the event that Customer fails to fulfill its balancing obligations. In addition, nothing herein shall preclude Company from waiving an imbalance rate or charge provided Customer has undertaken reasonable efforts to eliminate the imbalance condition, the frequency and magnitude of the imbalance condition does not, in the Company's judgment, indicate Customer is utilizing the imbalance to obtain an economic advantage related to the cost of natural gas or transportation and related services or the imbalance condition does not disadvantage other customers or Company.

If the Company believes that the Customer may be creating imbalances on the Company's system in order to obtain an economic advantage, it will notify the Customer and any involved marketer in writing of such belief and the Customer will have the opportunity to respond. If, within the sixty (60) day period following such notice, the Company concludes that the Customer has engaged in such imbalance activity, the Company may terminate Gas Transportation Service by giving the Customer and any involved marketer ten (10) days' notice prior to the end of the calendar month.

D. With reasonable prior notice, Customer 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 Customer or Company may, at its election, have any or all of the Receipt Point meter(s) and/or Delivery Point meter(s) 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 based upon meter inaccuracies 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.

E. The Company reserves the right to review each Customer's credit worthiness at any time. The Customer must provide current financial credit information upon request. If the Customer's current financial or credit status will not support the level of service contracted for, the Company may request that the Customer 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 the Company.

F. No waiver by the Company or the Customer of one or more defaults by the other of the provisions of service under this schedule shall be construed as a waiver of any other or further default or defaults, whether of a like or a different character.

RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF GAS IN UNINCORPORATED AREAS

G. The Company is also subject to the Commission's current Gas Transportation Guidelines which are incorporated by reference and attached as Appendix A to this tariff.

H. Except with regards to a Customer's obligation to make payment, neither Customer nor Company 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 of the obligation.

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. Customer and Company 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.

Neither Customer nor Company 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 Customer or Company claiming Force Majeure shall not relieve either party from meeting all payment obligations.

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.

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.

APPENDIX A

APPENDIX A

GAS TRANSPORTATION PROGRAM GUIDELINES

The following standards and guidelines: (1) will be utilized to determine whether arrangements for furnishing natural gas or synthetic gas meet the reasonableness requirements of Section 4905.31, Revised Code; and (2) will be considered in applications made pursuant to Section 4909.18, Revised Code. However, the guidelines should not be understood or interpreted as barring the submission or approval of any arrangement which has been agreed to between the public utility (also referred to as the local distribution company) and a customer, a group of customers, or a previously unserved customer (hereafter referred to as "party").

These guidelines are intended to facilitate gas transportation within the state of Ohio. They do not supplant approved curtailment or emergency plans or activities.

These guidelines are intended to provide broad guidance while individual transportation tariffs and special contract language may detail specific terms and conditions.

(1) Each gas or natural gas utility subject to the jurisdiction of the Commission that elects to provide transportation of gas shall do so on a non-discriminatory basis subject to the capacity of its system. Transportation services will be available pursuant to tariffs filed with and approved by the Commission. Such tariffs shall specify all rates and charges for both firm and interruptible transportation services. A range of rates may be published as part of the tariff. The range shall specify a minimum and a maximum transportation rate. The minimum rate shall cover the variable costs of serving a customer plus make a contribution to total company fixed costs. Only arrangements which vary from the tariff or which involve agency gas service or utility brokerage operations shall be filed in accordance with section 4905.31, Revised Code. The utility will periodically publish and file with the Commission, no less often than annually, a list of the unbundled and optional transportation services that it provides, and make such list available upon request.

(a) End-users who satisfy the definition of human needs and public welfare customers, as set forth in this appendix, must purchase backup supply service from the local gas distribution company (LDC), or have arranged for reliable alternative natural gas commodity, capacity and delivery from another supplier, or have alternative fuel capability, or have a combination thereof sufficient to maintain minimal operations.

Any application for service made to an LDC, requesting alternative natural gas backup, must demonstrate to the LDC that the applicant has contracted for reliable delivery and reliable alternative commodity supply.

(b) Those end-users who do not satisfy the definition of human needs and public welfare customers or those customers who utilize the services of the LDC for transportation only are not required to have backup supplies.

(c) Rates for backup supply, provided by the utility, shall be cost based. Backup supply shall be considered as the same priority, class, subdivision or category as that customer would be entitled to receive as a firm sales customer of the utility.

(d) Customers who elect to relieve the LDC of the merchant function by engaging in gas transportation or bypass should bear the market risks of the choices that they make about sources of supply. Thus, while the utility retains an obligation to provide to its transportation customers transportation and related services, the public utility's obligation to provide commodity to these customers is on a best efforts basis and does not include an obligation to provide commodity service under the GCR regulated system supply as replacement of transportation or bypass volumes at prevailing GCR rates. All costs incurred by the utility in providing commodity to these customers should be borne by the customers who were provided such service.

(e) The public utility is responsible for safeguarding the interests of all system customers by establishing reasonable procedures and mechanisms for making transportation customers responsible for balancing, on a timely basis, transportation gas deliveries with the transportation customer's consumption. The transportation customer is responsible for fully compensating the LDC, on behalf of the system sales customers, and other transportation customers as applicable, for any additional costs incurred as a result of that transportation customer's unreasonable imbalance between delivery and consumption. The reasonableness of such procedures and mechanisms are subject to evaluation by the Commission.

(F) **TO STRENGTHEN THE KNOWLEDGE BASE AMONG TRANSPORTATION CUSTOMERS, AND SCHOOLS IN PARTICULAR, LDC'S SHOULD DEVELOP INFORMATION PROGRAMS - SUCH AS BROCHURES AND FORUMS, AS APPROPRIATE - TO ACQUAINT POTENTIAL TRANSPORTATION PARTICIPANTS, ON AN ANNUAL BASIS, WITH OPERATIONAL REQUIREMENTS, COSTS, LIABILITIES, AND BENEFITS OF ENGAGING IN NATURAL GAS TRANSPORTATION.**

LDC'S SHALL FILE, ANNUALLY BY DECEMBER 31ST, WITH THE STAFF, A RECORD OF INFORMATIONAL PROGRAMS PERFORMED AND COPIES OF ANY MATERIALS UTILIZED IN THIS INFORMATIONAL EFFORT.

(G) **IT IS NOTED THAT SCHOOL FACILITIES OFTEN FUNCTION AS EMERGENCY SHELTERS. ALL LDC'S PROVIDING TRANSPORTATION SERVICE ARE REQUIRED TO IDENTIFY ALL SCHOOL FACILITIES WITHIN THEIR SERVICE TERRITORY ENGAGING IN NATURAL GAS TRANSPORTATION AND DESIGNATED AS EMERGENCY SHELTERS, AND COORDINATE THIS LIST ANNUALLY WITH THE PUBLIC UTILITIES COMMISSION OF OHIO EMERGENCY/OUTAGE COORDINATOR AND THE RESPECTIVE LOCAL COUNTY EMERGENCY MANAGEMENT DIRECTOR. THIS LIST SHOULD PROVIDE COMPLETE LOCATIONAL DETAILS AND POINTS OF CONTACT. IN THE ABSENCE OF BACK-UP SERVICE, IN AN EMERGENCY, THESE FACILITIES WOULD BE ENTITLED TO SPECIAL CONSIDERATION FOR GAS SUPPLY ONLY IF THEY WERE ACTIVATED AS EMERGENCY SHELTERS.**

(2) The party making available supplies of natural gas or synthetic gas should have the following commodity and capacity rights and be subject to the following conditions:

(a) To the extent that a party makes supplies of natural or synthetic gas available, the party shall have a right to retain, pursuant to an approved arrangement, 100% of the gas delivered to the transporting utility or utilities, less the average system-wide unaccounted-for gas percentage, or a different percentage when such is justified by the utility in any application approved by the Commission pursuant to either Sections 4905.31 or 4909.18, Revised Code.

(b) Planning for system supply customers shall not assume that the gas supply or capacity entitlement of transportation customers will or can be used to meet system supply customers' design requirements unless a transportation customer has agreed otherwise. This will be reviewed in each company's LTFR filings and/or GCR proceedings.

(c) Absent a condition that creates a clear and present danger to the LDC's ability to meet the demands of human needs and public welfare customers, the gas supply of a transportation customer shall be accepted and delivered by an LDC according to the terms of the applicable contract or tariff. Any interruption in the service entitlement of a transportation customer resulting from such a condition shall be remedied as quickly as reasonably possible and must be preceded by the exhaustion of other reasonable alternatives to avoid the involuntary interruption of service.

(d) In the event all or any portion of a supply or capacity entitlement is not available to a transportation customer as a result of the direct action of the LDC pursuant to (2)(c), other than in cases of force majeure, the transportation customer not receiving the entitlement shall be entitled to compensation from the LDC. Compensation should take into consideration the cost incurred for interstate and intrastate capacity entitlements, if any, the cost of the commodity purchased, the incremental cost incurred by a transportation customer to obtain substitute energy, if an alternative is available and used, and any premium required by the market for the time of the capture.

(e) The transportation party shall be responsible, either directly or indirectly, for all costs and risks associated with the field or plant development, production, storage and delivery of the volumes to the public utility. The transportation party shall also be responsible for compensating the LDC, for the benefit of its system sales customers, when the transporting party uses gas to which it is not entitled. Compensation should take into consideration the cost incurred for interstate and intrastate capacity entitlements, if any, the cost of the commodity purchased, and any premium required by the market for the time of the capture.

(3) If the party is a customer of the transporting local distribution company and satisfies the definition of a human needs and public welfare customer, the application must specify the type of alternative fuel the customer has available (i.e., backup service from the utility, reliable alternative natural gas capacity and reliable commodity supply, fuel oil, propane, coal, or other energy source).

(4) The utility shall maintain separate accounts or subaccounts for expenses of and for all equipment installed or property devoted to the production, collection, transmission, and delivery of natural or synthetic gas pursuant to an arrangement between a party and a public utility.

Agency or brokerage staff of the utility shall not restrain competition by using information involving non-LDC brokerage or producer sales obtained through the exercise of the utility's transportation function in competing against those same non-LDC brokers or producers. Where such restraint of competition occurs, agency or brokerage sales may be canceled.

(5) Any application for the approval of an agreement between a party and a public utility or any agreement issued in accordance with published transportation tariffs shall specifically set forth the following:

(a) The manner in which the public utility's existing and pending restrictions relating to the curtailment of existing service or the extension of new service would be altered or modified if the proposed arrangement were approved by the Commission.

(b) The areas where the arrangement is at variance with the guidelines used to judge the reasonableness of such arrangement, and the reasons that the variance is deemed necessary.

(c) The name, address, and telephone number of the party.

(d) The nature and extent of any interest which each party to the arrangement holds in any other party to the arrangement, or in any public utility subject to the jurisdiction of the Commission.

(e) The location of the intended points of consumption.

(f) Where an arrangement renews or replaces a previous transportation arrangement, the application should specify the case number under which the previous arrangement was filed with the Commission and the date of the entry approving the arrangement.

(g) Types of services and rates charged and minimum and maximum volumes.

(h) Each arrangement, filed pursuant to Section 4905.31, Revised Code, entered into between a party and a public utility for furnishing natural or synthetic gas, shall provide that no alteration, modification, assignment, or termination shall be made without specific approval of the Commission.

(i) The portions of the transportation service provided on a firm and an interruptible basis, as indicated in the transportation agreement.

(j) The method and manner of compensating the transporting party in the event of an appropriation of gas pursuant to the public utility's curtailment plan and/or contractual arrangement, as indicated in the transportation agreement.

(k) The arrangements, reasonable and non-punitive, between the customer and the public utility which are necessary for the public utility to manage its system and service so that the transportation customers service does not adversely affect other customers and/or the integrity of the system.

(L) **WITH RESPECT TO SCHOOL SYSTEMS ENGAGING IN NATURAL GAS TRANSPORTATION SERVICES WITHOUT LDC PROVIDED BACK-UP SERVICES, TO INSURE ADEQUATE COMMUNICATION AND UNDERSTANDING AMONG THE PARTIES PROVIDING EACH SEGMENT OF THIS SERVICE AND THE SCHOOL SYSTEM'S GOVERNING BODY, THE COMMISSION REQUIRES THAT A SCHOOL BOARD RESOLUTION WHICH ACKNOWLEDGES THE RISKS, THE RESPONSIBILITIES, AND THE POTENTIAL CONSEQUENCES OF ENGAGING IN NATURAL GAS SUPPLY AND TRANSPORTATION ARRANGEMENTS BE FILED ANNUALLY WITH THE LOCAL DISTRIBUTION COMPANY AND THAT SAID RESOLUTION ACCOMPANY ANY FILING, WITH THE COMMISSION, OF A CONTRACT PURSUANT TO RC 4905.31.**

(6) Any application for the approval of a transportation agreement shall conform to the requirements of Section 4905.31, Revised Code.

(7) Each gas or natural gas utility that elects to offer transportation service shall provide rates for firm and interruptible service. Initial filings for such rates may be downwardly flexible from a basic transportation rate, which is defined as the otherwise applicable service and rate schedule less all GCR-related costs and less optional services. The rate may be flexed between an upper bound of the basic transportation service rate and a lower bound that recovers all variable costs of service and provides a contribution to the

utility's fixed costs of providing service. Transportation rate flexibility should be used as an opportunity to optimize revenue. Where gas-related services such as supply back-up are contracted for, the cost of providing such service shall be in addition to the basic transportation rate.

For contracts submitted to the Commission under Section 4905.31, Revised Code, the transportation rate may take effect upon the filing of the agreement with the Commission, but the agreement would remain subject to subsequent approval.

(a) Information regarding the transportation rates will be treated confidentially by the Commission Staff in any application for approval of a transportation arrangement, pursuant to Section 4905.31, Revised Code, when it can be demonstrated by the utility that disclosure of the negotiated rate will jeopardize the utility's ability to optimize revenue in future rate negotiations.

All documents and records in the possession of the Commission are public records. Thus, it is only under extraordinary circumstances that material in the Commission's possession may be held in confidential status.

If there is a request for rate confidentiality, the request shall accompany the application. The rate which is the subject of the request will be treated as confidential pending a Commission finding regarding the propriety of the request.

IN MAKING AN APPLICATION FOR CONFIDENTIAL TREATMENT, THE LDC SHOULD CONSULT WITH APPROPRIATE STAFF TO INSURE COMPLIANCE WITH CURRENT FILING REQUIREMENTS.

(b) Each utility shall maintain information and accounts sufficient to identify total transportation service revenue actually recovered and that which would have been recovered but for the use of transportation rate flexibility.

(c) A local distribution company may establish its gas transportation schedule(s) pursuant to an application(s) found to be in accordance with Section 4909.18, Revised Code. In establishing its gas transportation tariff schedule(s), the local distribution company should disclose all services and related expenses, such as administration, which occur in addition to the otherwise applicable service and rate, and those services and related expenses which need not be performed when compared with the otherwise applicable service and rate. Any such application(s) must include a complete description of all required services and documentation of associated expenses which result directly and exclusively from the provision of the transportation service(s) which is the subject of the application.

(8) The Commission believes that the provisions of these guidelines provide the utility with adequate means to meet competitive realities and to maintain the revenue contribution of customers receiving the services. The Commission will use the rate case proceeding to scrutinize the appropriateness of recovery of any revenue deficiency from the general service customers, which deficiency arose from the loss of customers and/or from the use of pricing flexibility.

(9) Definitions

(a) Administration Fee - The charge and corresponding accounting entry which represent the actual cost of administering gas transportation service and its obligations.

(b) Agency Gas Service - A function by the local distribution company wherein the LDC acts as agent for the consumer for the procurement of gas or as agent for a producer for the sale of gas.

(c) Human Needs and Public Welfare Customer - A customer whose facilities are used for residential dwelling on either a permanent or temporary basis; commercial customers of a residential nature; other customers whose service locations are places of the kind, where the element of human welfare is the predominant factor; and civil and governmental customers whose facilities are required in the performance of protecting and preserving the public health, safety and welfare. Such facilities shall include, but are not limited to houses, apartment buildings, correctional institutions, hospitals, nursing homes, and charitable institutions. Specifically excluded are hotels and motels used for temporary lodging and not used as a principal place of residence on a monthly or yearly basis; **AND PRIMARY, SECONDARY, AND OTHER NON-RESIDENTIAL SCHOOLS.**

(d) Minimal Operations - Maintenance supply of natural gas sufficient to allow a human needs and public welfare customer, who does not have a 24-hour residence requirement, to meet average worst day maintenance heating requirements based on the heating degree days record for the closest location to the building site. Supply of natural gas sufficient to allow those facilities with a residential function to provide the full requirements of the residential heating load plus maintenance levels for the non-residential portions of the facility.

(e) Optional Services - The offering of services in addition to services provided for in the basic transportation rate.

(f) Unbundled Services - The offering of the separate or individual components of transportation and related services and corresponding rates and charges.

(g) Utility Brokerage Operations - Activities of an agency which is subordinate to an LDC, or subordinate to a pipeline or other holding company having organizational connection to the LDC; and which engages in commodity transactions separate from those activities normal to operation of the Gas Cost Recovery system supply.

EXHIBIT C

PRO FORMA FINANCIAL STATEMENT

NORTH COAST GAS TRANSMISSION, LLC
STATEMENT OF REVENUES AND EXPENSES
(UNAUDITED)
FOR THE YEAR ENDED DECEMBER 31, 2003

Revenues:	
Pipeline sublease revenue	$ 3,554,093
Expenses:	
Pipeline lease	1,593,444
Compressor rental	908,800
Gross receipts tax	238,201
Property tax	191,956
Professional fees	110,047
Insurance	44,672
Other operating expenses	313,190
Administrative	201,965
Depreciation	243,608
Amortization	177,110
Interest, net	159,447
Total expenses	4,182,440
Net Loss	(628,347)
Members' Capital, Beginning	5,489,642
Members' Contributions to Capital	3,425,460
Members' Capital, Ending	$ 8,286,755

NORTH COAST GAS TRANSMISSION, LLC
BALANCE SHEET
(UNAUDITED)
DECEMBER 31, 2003

ASSETS		
Current Assets:		
Cash	$	18,279
Cash in escrow		35,000
Parts inventory		2,195
Prepaid expenses		44,677
Transportation revenue receivable		836,269
Total current assets		936,420
Property and Equipment:		
Property and equipment		10,824,088
Less: accumulated depreciation		678,343
Property and equipment, net		10,145,745
Other Assets:		
Deferred lease payments		490,831
Other assets		219,375
Total other assets		710,206
Total Assets	$	11,792,372
LIABILITIES AND MEMBERS' CAPITAL:		
Current Liabilities:		
Accrued expenses	$	2,075,443
Accounts payable		305,174
Total current liabilities		2,380,617
Long-Term Liabilities:		
Deferred lease payable		1,125,000
Members' Capital:		
Members' capital		8,286,755
Total Liabilities and Members' Capital	$	11,792,372

EXHIBIT D

TECHNICAL AND BACKGROUND EXPERIENCE OF KEY EMPLOYEES

Lang, William A. – President and Chief Executive Officer: Prior to joining North Coast, Mr. Lang was President and Chief Executive Officer of Coast Energy Group (CEG) and Executive Vice President of CornerStone Propane GP, Inc. Mr. Lang was formerly President and COO of EnergyUSA – TPC (a NiSource, Inc. affiliate), where he was responsible for managing TPC's MHP affiliate, the largest merchant operator and developer of salt cavern gas storage, and TPC's asset management activities in natural gas. Prior to EnergyUSA, Mr. Lang served as Managing Director of Southern Company Energy Marketing, a joint venture of Vastar Resources Inc. (80% affiliate of ARCO) and Southern Company. Mr. Lang served as Senior Vice President at Vastar Resources, Inc., where he managed all commercial activities covering natural gas, electricity, crude oil and natural gas liquids. Prior to the formation of Vastar by ARCO, Mr. Lang was President of ARCO Natural Gas Marketing, Inc. Mr. Lang began his natural gas career with Tenneco Gas in early 1986 as director of Marketing and Transportation Services. He participated in much of the transition of Tenneco Gas during the Order 436/500/636 era. Mr. Lang has served as a member of the Finance Committee and the Nominating Committee of, and as a Board Liaison to the Gas Supply Marketing Section Committee of, and as a member of the Board of Directors of the Southern Gas Association. He is a former member of the Board of Directors of the Gas Industry Standards Board and the Board of Directors of the New England Gas Association. He served as the chairman of the Steering Committee of the Natural Gas Supply Association. Mr. Lang is a graduate of the University of Texas at Austin, with a B.S. in Chemical Engineering. Mr. Lang was recently appointed to a three year term on the University of Texas Engineering Foundation Advisory Council by the President of the University.

Ziegler, William R. – Chairman: Mr. Ziegler is of counsel to the law firm of Satterlee Stephens Burke & Burke LLP, New York, New York. Mr. Ziegler was formerly a partner of Satterlee Stephens Burke & Burke LLP, of Parson & Brown LLP and of Whitman Breed Abbott & Morgan and a predecessor law firm Whitman & Ransom, all New York law firms. He has practiced corporate, banking and securities law since 1968. He is Chairman of the Board (non-executive) of Vesta Corp., a stored value technology company, and of Firebird Holdings Limited, a logistics and contract warehousing business with operations in Eastern Europe, Russia and the United Kingdom, the Chairman of the Board (non-executive) and a director of Geokinetics, Inc., a seismic and geophysical company traded on the OTC Bulletin Board, a director of Flotek Industries Inc., an oil services equipment supplier traded on the OTC Bulletin Board, and a director and Vice Chairman of Grey Wolf, Inc. of Houston, Texas, an AMEX-listed oil and gas drilling company with operations on the U.S. Gulf Coast. He serves as Vice Chairman of the Board (non-executive) of Union

Drilling, Inc., an oil and gas drilling company with operations in the Appalachian Basin and the Rocky Mountains. Mr. Ziegler is a graduate of Amherst College and received a law degree from the University of Virginia and an M.B.A. from Columbia University.

O'Neill, Thomas H. Jr.- Vice Chairman: Mr. O'Neill has over 28 years of domestic and international experience in the field of petroleum exploration and financing. Mr. O'Neill served on Governor Cuomo's Advisory Board for Oil, Gas and Solution Mining for the State of New York from 1981 to 1986, served on the New York State Banking Board from 1994 through 1997, and on the New York State Dormitory Authority Board from 1998 to October 2003, where he served as Vice Chairman. He serves as Chairman of the Board (non-executive) of Union Drilling, Inc., an oil and gas drilling company with operations in the Appalachian Basin and the Rocky Mountains. Mr. O'Neill is a General Partner of Somerset Capital Partners, a principal stockholder of Grey Wolf, Inc., an AMEX-listed oil and gas drilling company with operations on the U.S. Gulf Coast. Mr. O'Neill is a director of Firebird Holdings Limited, a logistics and contract warehousing business with operations in Eastern Europe, Russia and the United Kingdom. Mr. O'Neill is a graduate of Canisius College, Buffalo, New York.

Webster, Steven A. – Director: Mr. Webster is Chairman of Global Energy Partners. Mr. Webster has been involved in the investment business since 1975 and in the energy industry since 1979 as an investment banker, venture capitalist, founder and chief executive officer of a large energy service company, and as a director of various public companies. Mr. Webster will join the Board following the current round of equity financing being completed by Somerset.

After beginning his career in the investment banking business with Dean Witter & Co., Mr. Webster co-founded in 1979, Jones, Loyd & Webster, a small investment banking firm specializing in energy. In 1984, Mr. Webster and a group of private investors initiated the first of three partnerships which made private equity investments in energy and other industries. In 1988, Mr. Webster founded Falcon Drilling Company with $300,000 of capital and an aggressive consolidation strategy. Mr. Webster built Falcon rapidly through acquisitions, taking it public in 1995. Through mid 1999, Mr. Webster served as Chief Executive Officer of Falcon and then R&B Falcon, which in 2001 was acquired by Transocean Inc., creating the world's largest drilling company with a $15 billion market capitalization.

Throughout his career, Mr. Webster has been an active investor, particularly in the energy business. In recent years, he has been involved in the formation or repositioning of various companies. He currently serves as Chairman of Carrizo Oil & Gas, Basic Energy Services Inc. and Crown Resources Corporation and as a director of various public and private companies, including Grey Wolf Inc., Brigham Exploration Company, Camden Property Trust, Caledonia Oil & Gas Ltd., Copano Energy Holdings, LLC, Seabulk International, Inc., Encore Bancshares Inc., Goodrich Petroleum Corporation, Frontier Drilling ASA, Medicine Bow Energy Corporation and Pinnacle Gas Resources, Inc.

Mr. Webster received a BSIM with distinction from Purdue University and an MBA with high distinction from the Harvard Business School where he was a Baker Scholar.

Hogan, Michael R. – Vice President, Chief Operating Officer: In addition to his duties with North Coast, Mr. Hogan is the President of Somerset Production Company L.L.C, an exploration and production company affiliated with Somerset that owns or manages oil and gas producing properties in several states. Previously, Mr. Hogan was the President and COO of Somerset Oil and Gas Company, Inc., an independent exploration and production company in the Appalachian Basin that was also affiliated with Somerset. Somerset Oil and Gas Company, Inc. was sold in October 2000 to EOG Resources. Prior to joining senior management of the Somerset Companies, he was West Virginia Operations Manager for Berea Oil & Gas Corp., another affiliate of Somerset. Prior to becoming affiliated with the Somerset companies, Mr. Hogan was an Executive with US Energy for fourteen years, nine as President and five as Senior Vice President of Engineering and Operations. Mr. Hogan began his career as a Drilling and Well Completions Engineer for Arrowhead Gas Producers, a Canadian exploration and production company. Mr. Hogan is a member of the Board of Directors of North Coast Gas Transmission Company, LLC, past President and current member of the Board of Directors of the Independent Oil & Gas Association of New York, a member of the Society of Petroleum Engineers, the Association of Energy Engineers and the Independent Petroleum Association of America. Mr. Hogan is a graduate of Syracuse University and has taken graduate courses at the University of Pittsburgh and the University of Tulsa.

McGonagle, Patrick J. – Vice President, Marketing: Mr. McGonagle joined the Company on July 1, 2002. Prior to joining North Coast, Mr. McGonagle served as President of Kilbarger Drilling & Oilfield Services, Inc., an Appalachian oil and gas drilling contractor and exploration and production company. Previously, Mr. McGonagle served as President and CEO for National Gas & Oil Company, an AMEX-listed holding company located in Ohio. National consisted of three business units: natural gas utility, natural gas marketing and exploration and production. Mr. McGonagle also served National as General Counsel, representing the company in many facets of natural gas deregulation, including representation before the Public Utilities Commission of Ohio and the Federal Energy Regulatory Commission. While at National, Mr. McGonagle served on the Boards of Directors of the American Gas Association, the Ohio Chamber of Commerce and the Ohio Oil and Gas Association. Mr. McGonagle began his career as Chief Counsel for the Division of Oil and Gas, Department of Natural Resources, where he lobbied before the Ohio General Assembly. Mr. McGonagle is a graduate of Capital University and received a law degree from Capital University Law School.

Garred, Michael H. – Vice President, Market Strategy & Sales: Mr. Garred, became part of the Company on June 18, 2003. Mr. Garred has both regulated and de-regulated business experience in the natural gas industry. Prior to joining the Company, Mr. Garred worked for The East Ohio Gas Company (EOG) in Cleveland. Mr. Garred served EOG in the gas supply group where he received significant exposure to the physical flow of, cash trading, and pipeline scheduling. Subsequently, Mr. Garred worked for Enron Energy Services and for the New Power Company, both companies in Houston, TX. Mr. Garred was the Commercial Risk Manager on the East desk. Mr. Garred managed the companies' physical natural gas assets to take advantage of arbitrage opportunities. Cash and financial trading, market analysis and strategy, and deal implementation were Mr. Garred's responsibilities. Mr. Garred has two degrees from Columbia University in New York City in Mathematics and in Industrial Engineering.

Siguaw, Thomas R. -- Vice President of Operations: In the near future, Mr. Siguaw will be joining the company as Vice President of Operations. Currently, Mr. Siguaw is a Senior Engineer for Boots & Coots Group in Houston, TX. Mr. Siguaw has been providing the company with project management and engineering services on a 24/7 basis. Mr. Siguaw was the Project Manager for the design, construction, and environmental compliance of the recent KNG/North Coast expansion project which was filed with and approved by the Ohio Power Siting Board in Case No. 02-2969-GA-BLN. While at Boots & Coots, Mr. Siguaw recently returned from Iraq where he served as a Senior Engineer as a part of the well assessment team, re-completing damaged wells and initiating production for the Restore Iraq Oil (RIO) Project. Prior to Boots & Coots, Mr. Siguaw worked for Market Hub Partners (MHP) as Project Manager and Director of New Business and Storage Development. MHP was the single largest salt dome storage operator in the US. While at MHP, Mr. Siguaw was responsible for the design, implementation, and completion of three (3) storage projects costing in excess of $85 million and the proposed Tioga Gas Storage Project costing in excess of $230 million. Prior to MHP, Mr. Siguaw worked for Tejas Power Corporation as a Project Manager developing salt dome storage projects. These projects included a 52,000-HP compressor station. Prior to Tejas, Mr. Siguaw worked for Reliant Energy Interstate Pipeline / Arkla Pipeline Group (currently known as Center Point) as a manager of gas processing. He managed all gathering systems associated with 10 gas processing plants. He designed and optimized a 28,000-HP compressor station to fully integrate gathering and gas processing. Prior to Reliant, Mr. Siguaw worked for Conoco, Inc as an Assistant District Manager for an intrastate pipeline, Louisiana Gas System and a liquid products pipeline, Louisiana Liquid Systems where he was responsible for all construction, operation and maintenance of these pipelines. During his tenure at Conoco, Mr. Siguaw was a Plant Manager for several major gas processing plants. Mr. Siguaw also served as Senior Staff Engineer where he developed 14 gas processing plants and optimized LPG storage operations. Mr. Siguaw received a B.S., Chemical Engineering and a B.S., Petroleum Engineering from University of Texas and a MBA from Centenary College.

Cagle, William E. – Pipeline Operations Manager -- Ohio: Mr. Cagle has over 22 years experience as a maintenance and operations professional in the natural gas transmission industry. Mr. Cagle recently was an Area Supervisor for Trunkline Gas Company where he hired, scheduled, and supervised a staff of 16 employees. He prepared the budget and cost control procedures for a pipeline operation in excess of $1.25 million. While at Trunkline, Mr. Cagle developed safe project scopes, procedures, construction and startup of major plant and pipeline operational projects. He maintained the company's data base, administrative records, safety procedures and OSHA and DOT compliance policies. Mr. Cagle has provided training to all essential personnel on gas compressors manufactured by Cooper-Bessemer, Clark, Ingersoll-Rand, White Superior, Waukesha and Caterpillar. Mr. Cagle was responsible for the operation, maintenance and repairs of all equipment relating to compression on the Trunkline system, including supervisory control and data acquisition (SCADA), computer hardware and software components, measurement controls and environmental compliance.

EXHIBIT E

VERIFICATIONS

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

VERIFICATION

I, William A. Lang, being first duly sworn, declare under oath that I am the President and CEO of North Coast Transmission, LLC, and that the foregoing application and exhibits are true and accurate to the best of my knowledge and belief.

William A. Lang

Sworn and subscribed before me this 26th day of February, 2004.

Notary Public

NOTARIAL SEAL STATE OF OHIO

KATHRYN A. YATES
Notary Public, State of Ohio
My Commission Expires 06-07-07

STATE OF OHIO)
COUNTY OF FRANKLIN) SS:

VERIFICATION

I, Patrick J. McGonagle, being first duly sworn, declare under oath that I am the Vice President of North Coast Transmission, LLC, and that the foregoing application and exhibits are true and accurate to the best of my knowledge and belief.

Patrick J. McGonagle

Patrick J. McGonagle

Sworn and subscribed before me this 26th day of February, 2004.

NOTARIAL SEAL STATE OF OHIO

KATHRYN A. YATES
Notary Public, State of Ohio
My Commission Expires 06-07-07

Kathryn A Yates

Notary Public

02/26/2004 - 9405351