



**OHIO - ACKNOWLEDGEMENT CONCERNING TRANSPORTATION SERVICE WITH LESS THAN 100% BACKUP**

\_\_\_\_\_ (hereinafter "Customer") requests that Columbia Gas of Ohio, Inc. (hereinafter "Columbia") provide transportation service with less than 100% Backup Service to Customer at the facilities indicated in Customer's current service agreement.

**OPERATIONAL FLOW ORDERS (OFOs)** Customers without daily measuring devices are subject to Columbia's issuance of operational flow orders (OFO) that will direct Customers or their Agent to schedule confirmed supply volumes to match Columbia's estimate of their daily usage. Operational flow orders may require the scheduling of an OFO volume in excess of Customer's MDQ when forecasted operating conditions exceed the Company's design criteria. Failure to comply with an operational flow order will result in the billing of the following charges below assessed against the OFO difference. The OFO difference is defined as the shortfall between the OFO volume and actual daily supply during an OFO – Deficient Supply, and the overage between the OFO volume and the actual daily supply deliveries during an OFO – Excess Supply:

Failure to comply with an OFO will result in the assessment of a charge equal to higher of the following:

- (A) Ten dollars (\$10.00) times the OFO shortfall or overage; or
- (B) 110% of the TCO Daily Index adjusted for the SST commodity and shrinkage times the OFO shortfall or overage; or
- (C) The payment of the pro-rata share of all other charges, including gas costs, penalty charges or cash-outs, incurred by the Company as a result of non-compliance on the date of the OFO shortfall or overage.

If a Customer or their Agent complies with an OFO, it shall not be subject to any charge or additional cost.

**OPERATIONAL MATCHING ORDERS (OMOs)** Customers with daily measuring device meters are subject to Columbia's issuance of operational matching orders (OMO) that will direct Customers or their Agent to adjust usage to match confirmed supply volumes or adjust confirmed supply to match usage. Failure to comply with an OMO will result in the billing of the following charges to the OMO difference, which is defined as the shortfall between the OMO volume and actual daily supply deliveries during an OMO – Deficient Supply and the overage between the OMO volume and the actual supply deliveries during an OMO – Excess Supply:

Failure to comply with an OMO will result in the assessment of a charge equal to higher of the following:

- (A) Ten dollars (\$10.00) times the OMO shortfall or overage; or
- (B) 110% of the TCO Daily Index adjusted for the SST commodity and shrinkage times the OMO shortfall or overage; or
- (C) The payment of the pro-rata share of all other charges, including gas costs, penalty charges or cash-outs, incurred by the Company as a result of non-compliance on the date of the OMO shortfall or overage.

If a Customer complies with an OMO it shall not be subject to any charge or additional cost.

Customer further recognizes and acknowledges that non-compliance with an OMO could result in the suspension or termination of customer's gas service and such suspension or termination may require or result in (1) the temporary closing of Customer's facilities, (2) lost production, sales, or business, and (3) damage to Customer's physical facilities. Customer assumes the risk of any such losses or damages.

Customer understands that to the extent Customer has elected to take less than 100% Backup Service, Customer forfeits its right to purchase gas from Columbia and may have to pay the higher cost of acquiring new gas supplies should Customer elect to return to a retail supply of gas from the company.

Should the issuance of an OFO or OMO be required, one of the following persons may be contacted (at least two customer names must be provided with two contact numbers, **no fax numbers please**):

Customer Contact Name	Phone (W)	(24 Hour)	E-Mail
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

**EXECUTED on Behalf of Customer BY:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**SECTION 7. Contract Data. - Transportation Service (SGTS, GTS or LGTS)**

**A. Point(s) of Receipt into Columbia Gas of Ohio, Inc. - Point(s) of Receipt with Interstate Pipelines**

- 1) Columbia Gas Transmission, LLC (TCO)
- 2) Other Point(s) of Receipt: \_\_\_\_\_

**B. FACILITY ADDRESS:** \_\_\_\_\_ **PCID** \_\_\_\_\_

C. Type of Business	D. Volume Detail: To be completed by Marketer/Customer <i>*Notice of change must be received on or before January 2, to be effective for the April billing cycle.</i>			
Description of Business:	Alternate Fuel Type:	*Backup Service:	*Monthly Bank Tolerance %:	*Capacity Assigned MCF/Day: (LGTS Customers Only)
	_____	YES NO	1.0%	
_____	Alternate Fuel Percent (%):	*Volumes Requested:	2.0%	_____
_____	_____	_____	3.0%	
			4.0%	
			<i>Choose one box only</i> <sup>1</sup>	

<sup>1</sup> If a Monthly Bank Tolerance is not selected, the default is 4%.

CUSTOMER NOTICES: (Mailing address for Contract) Please Print	Correspondence to:		
<b>Legal Entity/Corporation Name (Customer):</b>	Columbia Gas of Ohio Inc. 290 W Nationwide Blvd Columbus, Ohio 43215 Attn: <b>Gas Transportation</b>		
<b>dba (if applicable):</b>			
<b>Address:</b>			
<b>City:</b>		<b>State:</b>	<b>Zip:</b>
<b>Attn:</b>		<b>Title:</b>	
<b>Telephone #:</b>			
<b>Fax #:</b>		<b>E-Mail Address:</b>	

**IN WITNESS WHEREOF**, the parties hereto have accordingly and duly executed this Agreement as of the date herein above first mentioned.

**CUSTOMER**

By: \_\_\_\_\_  
(Signature)

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**COLUMBIA GAS OF OHIO, INC.**

By: \_\_\_\_\_  
(Signature)

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

**DO NOT WRITE BELOW THIS LINE: For Columbia Personnel Use Only**

**NOTE: ALL INFORMATION SUBJECT TO CHANGE**

<input type="checkbox"/> New Customer <input type="checkbox"/> New Facility <input type="checkbox"/> Replacement	Authorized Daily Volume Win (Mcf)	Authorized Daily Volume Summer (Mcf)	Annual Transport Vol (Mcf)	Monthly Bank Tolerance	Daily Standby Volumes (Mcf)	Annual Standby Volumes (Mcf)	Daily Metering Service <input type="checkbox"/> YES <input type="checkbox"/> NO	
	_____	_____	_____	_____	_____	_____		
	PSID #	Area Office #	Unit/Book	SIC Code	Pipeline Scheduling Point (PSP)	GMB # MS#	Nomination Group #	Invoice #
_____	_____	_____	_____	_____	_____	_____	_____	_____

**APPROVAL:**

COH REPRESENTATIVE: \_\_\_\_\_

Date: \_\_\_\_\_

Comments: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**COLUMBIA GAS OF OHIO, INC.  
APPOINTMENT OF AGENT**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_ ("Customer") does hereby make, constitute and appoint \_\_\_\_\_ ("Agent") as its **AGENT** for the purpose of establishing and administering transportation service on the Columbia Gas of Ohio, Inc. ("Columbia") system for and on behalf of Customer for the accounts listed below. This appointment authorizes Agent to establish such transportation service on behalf of Customer, including (by way of illustration and not limitation) the following: request transportation service from Columbia; obtain Customer's historic and current usage data from Columbia; nominate transportation volumes on behalf of Customer; direct Columbia to send Customer's transportation bill directly to Agent \*; and obtain from Columbia any information pertaining to prior or current month gas deliveries to Customer, including disbursed volumes, tariff volumes, banked volumes and bank tolerances.

Choose type of Transportation Service (**CHECK & INITIAL ONE ONLY**):

**Non-Aggregation Service (Stand Alone):** Under Non-Aggregation Service (Stand Alone), Customer agrees to be responsible for all Columbia fees and charges associated with providing transportation service to its nomination group, including any fees or charges billed by Columbia to the Agent, and not paid by Agent.

**Customer Initials:** \_\_\_\_\_

**Aggregation Service Option 1:** Under Aggregation Service Option 1, Customer is not liable to Columbia for any fees and charges billed to Agent, but not paid by Agent. Columbia will conduct a credit investigation as to Agent's credit worthiness and may require Agent to maintain a cash deposit, a surety bond, an irrevocable letter of credit at a Columbia-approved bank of the Agent's choosing, or such other financial instrument as Columbia may require during the term of this Agreement, in order to assure Agent's performance on behalf of Customer.

**Customer Initials:** \_\_\_\_\_

**Aggregation Service Option 2:** Under Aggregation Service Option 2, Customer agrees to be responsible for all Columbia fees and charges associated with providing transportation service to its nomination group, including any fees or charges billed by Columbia to Agent, and not paid by Agent. Agents providing service pursuant to this Aggregation Service Option 2 are not required to provide bond or other financial security instrument in order to participate in Columbia's aggregation program unless, based upon Columbia's creditworthiness assessment, the need for such financial security instrument in the amount requested by Columbia is found to be reasonable and necessary. In the event of default of the Agent any fees and charges remaining unpaid by the Agent will be assessed by Columbia to Customer on a pro rata basis based on the ratio of customer's gas usage to the usage of all customers participating in the aggregation pool during the month for which the charge is applied. The fees and charges to which this provision applies include, but are not limited to, commodity costs, demand costs, balancing fees, OFO/OMO charges, gas transfer service fees, bank transfer service fees, or other charges billed to the Agent by Columbia.

**Customer Initials:** \_\_\_\_\_

*In the event no choice is made, the default will be Non-Aggregation Service (Stand Alone). Furthermore, Agent, in its sole discretion based upon Customer's performance, may remove Customer from Agent's Aggregation Service and place Customer in Non-Aggregation Service ("Stand Alone") by written notice of the removal to the Company and the Customer at least 60 days prior to the commencement of the month in which the removal is to be effective. Customer agrees that in the event it is removed by Agent from Agent's Aggregation Service and placed in Stand Alone, Customer agrees to be responsible for all Columbia fees and charges associated with providing natural gas transportation service to its nomination group, including any fees or charges billed by Columbia to Agent, and not paid by Agent. Company shall perform on a non discriminatory basis a creditworthiness evaluation of Customer as defined in the Columbia Gas of Ohio, Inc., tariff.*

\* Please note that end-use Customers are ultimately responsible for payment of their Columbia bills. Sending Customer bills to a third party will not eliminate this responsibility.

**COLUMBIA GAS OF OHIO, INC.  
APPOINTMENT OF AGENT**

Acct. No. _____	Acct. No. _____
Acct. No. _____	Acct. No. _____
Acct. No. _____	Acct. No. _____
Acct. No. _____	Acct. No. _____
Acct. No. _____	Acct. No. _____
Acct. No. _____	Acct. No. _____
Acct. No. _____	Acct. No. _____
Acct. No. _____	Acct. No. _____

**COMPANY AUTHORIZED EMPLOYEE INFORMATION:**

**EXECUTED BY CUSTOMER:** \_\_\_\_\_  
*(Must be signed by Authorized Employee of Company)*  
\_\_\_\_\_  
*(Please Print Authorized Employee Name)*

Title: _____	Address: _____
Phone No.: _____	Fax No.: _____
E-Mail Address: _____	Date: _____

**AGENT AUTHORIZED EMPLOYEE INFORMATION:**

**EXECUTED BY AGENT:** \_\_\_\_\_  
*(Must be signed by Authorized Employee of Company)*  
\_\_\_\_\_  
*(Please Print Authorized Employee Name)*

Title: _____	Address: _____
Phone No.: _____	Fax No. : _____
E-Mail Address: _____	Date: _____

**EXECUTED BY COLUMBIA:** \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 290 W Nationwide Blvd, Columbus, Ohio 43215 Fax No.: 614-460-8447  
Date: \_\_\_\_\_