

LEGAL ENTITY / Corporation Name (Customer)*: <u>City of Gahanna</u>	
dba (if applicable) _____	Nom group or Aggregation _____
BILLING ADDRESS: <u>200 S Hamilton Rd., Gahanna, OH 43230</u>	
BILLING Contact Name/Telephone#: <u>Jennifer Teal / 614-342-4067</u>	
OHIO CHARTER/REGISTRATION # _____	FEDERAL TAX ID#: <u>31-6400492</u>

CONTRACT# _____

TRANSPORTATION SERVICE AGREEMENT

THIS AGREEMENT, made and entered into as of the _____ day of _____, by and between
COLUMBIA GAS OF OHIO, INC. ("Company"), and City of Gahanna
("Customer") *

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Transportation Service to be Rendered. In accordance with the provisions of Section VI of Company's Tariff, on file with the Public Utilities Commission of Ohio (PUCO), and the terms and conditions herein contained, Company shall receive the quantities of gas requested by Customer to be transported and shall redeliver said gas to Customer's facilities. The point(s) of receipt, Customer facility location, the applicable Rate Schedule (SGTS, GTS OR LGTS), and the service and levels of said services to be rendered, shall be set forth in Section 7 of this Transportation Service Agreement ("Agreement").

Section 2. Incorporation of Tariff Provisions. This Agreement in all respects shall be subject to the provisions of Section VI of the Company's Rules and Regulations Governing the Distribution and Sale of Gas, as the same may be amended or superseded from time to time, which are incorporated herein by reference and made a part hereof.

Section 3. Regulation. This Agreement is contingent upon the receipt and continuation of all necessary regulatory approvals and authorizations. This Agreement shall become void or expire, as appropriate, if any necessary regulatory approval or authorization is not so received, changed or continued.

Section 4. Term. This Agreement shall become effective as of the first day of Customer's next billing cycle following its execution and shall continue through the last day of Customer's March, _____ billing cycle, provided however, that the Agreement shall continue in effect after that date on a year-to-year basis with each term ending on the last day of Customer's March billing cycle, unless terminated in accordance with this section.

Company may terminate this Agreement, effective as of the end of Customer's applicable March billing cycle consistent with the above terms, upon written notice to Customer on or before the preceding January 2, or unless terminated pursuant to the Company's Rules and Regulations Governing the Distribution and Sales of Gas.

Customer may terminate this Agreement, effective as of the end of its applicable March billing cycle consistent with the above terms, or request a change in the level of Backup Service, upon written notice to Company on or before the preceding January 2. Company will approve or deny any request by Customer to change the level of service, to be effective as of the beginning of its April billing cycle, on or before the preceding January 2, as soon thereafter as practicable.

Following the cancellation of this Agreement, and the termination of gas transportation service hereunder, Company shall have no obligation to sell or deliver gas to Customer under any other contract or rate schedule except to the extent that Customer has contracted for Backup Service herein. Following such cancellation, Customer will remain subject to the provision of Section VI of Company's Rules and Regulations Governing the Distribution and Sale of Gas until such time that any subsequent agreement is reached between the parties regarding the level of gas service to be provided.

Section 5. Notices. Any notices, except those relating to billing or interruption of service, required or permitted to be given hereunder shall be effective only if delivered personally to an officer or authorized representative of the party being notified, or if mailed to the address provided in Section 7 of this Agreement.

Section 6. Cancellation of Prior Agreements This Agreement supersedes and cancels, as of the effective date hereof, all previous two party transportation agreements and any Commercial or Industrial Gas Service Agreements between the parties for service to Customer's facilities served hereunder.

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

City of Gahanna (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	Dottie Franey	Phone (W)	614-342-4003	* (24 Hour)	
* Customer Contact Name		* Phone (W)		* (24 Hour)	
Other Contact Name	Julie Logsdon	Phone (W)	614-339-2640	(24 Hour)	614-339-2700

* EXECUTED on Behalf of Customer BY: _____

* Title: _____

11/1/2010

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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: 460 Rocky Fork Bv, Gahanna, OH 43230 PCID 11789772006

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)
City Building	n/a	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	<input type="checkbox"/> 1.0% <input type="checkbox"/> 2.0% <input type="checkbox"/> 3.0% <input checked="" type="checkbox"/> 4.0%	
	Alternate Fuel Percent (%):	*Percent (%) or Volumes of Backup Service:		
	0%	0%		
			Choose one box only ¹	

¹ If a Monthly Bank Tolerance is not selected, the default is 4%.

CUSTOMER NOTICES: (Mailing address for Contract) Please Print			Correspondence to: Columbia Gas of Ohio Inc. 200 Civic Center Drive Columbus, Ohio 43215 Attn: Gas Transportation
Legal Entity/Corporation Name (Customer): City of Gahanna			
dba (if applicable):			
Address: 200 S Hamilton Rd			
City: Gahanna	State: Ohio	Zip: 43230	
Attn: Dottie Franey		Title: Deputy Service Director	
Telephone #: 614-342-4003			
Fax #: 614-342-4103		E-Mail Address: dottie.franey@gahanna.gov	

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

CUSTOMER

COLUMBIA GAS OF OHIO, INC.

* By: _____
(Signature)
Printed: Dottie Franey
Title: Deputy Service Director

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	Authorized Daily Volume Winter (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	
<input type="checkbox"/> New Facility								
<input type="checkbox"/> Replacement								
PSID #	Area Office #	Unit/Book	SIC Code	Pipeline Scheduling Point (PSP)	GMB # MS#	POD #	Invoice # <input type="checkbox"/> Combined <input type="checkbox"/> Separate	Rate Number

APPROVAL:

COH REPRESENTATIVE: _____ Date: _____
Comments _____ Effective Date: _____

Effective Billing Month/Year _____

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

KNOW ALL MEN BY THESE PRESENTS that City of Gahanna ("Customer") does hereby make, constitute and appoint Delta Energy, LLC ("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.

Chose 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. <u>11789772006</u>	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: <u>Deputy Service Director</u>	Address: <u>200 S Hamilton Rd, Gahanna, OH 43230</u>
Phone No.: <u>614-342-4003</u>	Fax No.: <u>614-342-4103</u>
E-Mail Address: <u>dottie.franey@gahanna.gov</u>	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: Tom Heckathorn
Title: Director, Transportation and Supplier Services
Address: 200 Civic Center Drive, Columbus, Ohio 43215
Date: _____

Fax No.: 614-460-4291