



1 **Q. Please state your name and business address.**

2 A. Michele L. Caddell, 290 W. Nationwide Blvd, Columbus, Ohio 43215.

3 **Q. By whom are you employed and in what capacity?**

4 A. I am employed by NiSource Corporate Services Company as Director of Gas and  
5 Transportation Programs and Nominations.

6 **Q. What are your responsibilities as Director of Gas Transportations  
7 Programs and Nominations?**

8 A. As Director of Gas Transportation Programs and Nominations, my principal  
9 responsibilities include the administration of the following programs: Customer  
10 CHOICE<sup>SM</sup> programs for six of the NiSource Inc., (“NiSource”) gas distribution  
11 companies, which include Columbia Gas of Kentucky, Inc., Columbia Gas of Ohio,  
12 Inc., Columbia Gas of Pennsylvania, Inc. (“Columbia” or the “Company”), Columbia  
13 Gas of Massachusetts, Inc., Columbia Gas of Virginia, Inc., and Northern Indiana  
14 Public Service Company LLC. Also, I am responsible for the Commercial and  
15 Industrial Transportations programs, confirmation of delivered supplies at the city  
16 gate, and billing services to suppliers servicing customers under our Customer  
17 CHOICE<sup>SM</sup> programs, and to customers and suppliers serving customers under our  
18 Distribution Service Programs for six NiSource Inc. (“NiSource”) gas distribution  
19 companies, which include Columbia Gas of Kentucky, Inc., Columbia Gas of Ohio,  
20 Inc., Columbia Gas of Maryland, Inc., Columbia, Columbia Gas of Massachusetts,  
21 Inc., and Columbia Gas of Virginia, Inc. I also recently acquired the responsibility for

1 the administrative activities related to Optional Services for all seven NiSource Inc.  
2 gas distribution companies.

3 **Q. What is your educational and professional background?**

4 A. I graduated from Franklin University in 2003 with a Bachelor of Science degree in  
5 Finance. I have been employed by NiSource Inc. or its affiliates since 1994. From  
6 1994 to 2003, I held various positions within the Columbia Gas distribution  
7 companies and NiSource Inc., including: 1) Customer Contact Center – as a  
8 Customer Service Representative; 2) Accounting -- as an Accounts Receivable/Cash  
9 Generalist; 3) State Staff -- as a Customer Relations Specialist; and 4) New Business  
10 -- as an Inside Sales Representative. In 2003, I accepted a position in Gas  
11 Transportation Services as a Gas Transportation Analyst II. In this role, I provided  
12 support to large commercial and industrial transportation customers and suppliers  
13 participating in Gas Transportation and Customer CHOICE<sup>SM</sup> programs. In 2007, I  
14 was promoted to Manager of Choice and Nominations overseeing the Customer  
15 CHOICE<sup>SM</sup> programs and confirmations of supplier and customer natural gas  
16 deliveries at the city gate. In 2010, due to a restructuring, my title changed to  
17 Manager of Supplier Services. Under the restructuring, I gained responsibility for the  
18 reconciliation and payment of pipeline and supplier invoices, and generating invoices  
19 related to the off-system sales programs, while relinquishing responsibility for  
20 Nominations. In 2014, due to another restructuring, I gained responsibility for  
21 billing for transportation programs, while relinquishing responsibility for the

1 reconciliation and payment of pipeline and supplier invoices, and generating invoices  
2 related to the off-system sales programs. In 2017 my responsibilities expanded to  
3 include the administration of the Choice Program for Northern Indiana Public  
4 Service Company LLC., and Optional Service which include the oversight of  
5 contractual billing arrangements for non-commodity products and services.

6 **Q. Have you previously filed testimony in this matter?**

7 **A.** No.

8 **Q. What is the purpose of your rebuttal testimony?**

9 **A.** I will respond to certain parts of testimony served in this proceeding by James Crist  
10 for Penn State University (“PSU”) and Laura Greenholt-Tasto for the Natural Gas  
11 Supplier (“NGS”) Parties.

12 **Q. Please summarize your concerns raised by witness James Crist.**

13 **A.** I will respond to suggestions regarding improved procedures that are necessary for  
14 communication of Operational Flow Orders (“OFO”)/Operational Matching Orders  
15 (“OMO”) (“Orders”)<sup>1</sup>, and PSU’s ability to use its Elective Balancing Service (“EBS”)  
16 when Orders are issued, and I will explain the existing mechanism that PSU can use  
17 to adjust its nominations to match the amount of gas consumed.

18 **Q. Mr. Crist suggests that improved communication of OFO/OMOs should**  
19 **be developed through a collaborative process. Do you agree?**

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<sup>1</sup> Collectively referred to as “Orders” when no distinction is made between OFOs and OMOs.

1 A. Yes, the Company takes the concerns of its customers seriously and endeavors to  
2 provide the best possible customer service. The Company is facilitating a  
3 collaborative process with marketers related to Columbia's 2017 1307(f) case at  
4 Docket No. R-2017-2591326, which includes discussions about Order  
5 communication improvements for Orders. A marketer collaborative meeting was  
6 held December 14, 2017, with twenty-one NGSs participating. During the course of  
7 the stakeholder meeting, the NGSs offered two specific suggestions to improve how  
8 the Company updates existing Order notices as follows: (1) highlight updated  
9 information; and (2) label the notice as "Revised" when applicable. Columbia  
10 implemented both of these suggestions eight (8) days later, on December 22, 2017.  
11 The Company provided the update on the collaborative process in its 2018 1307(f)  
12 case testimony at Docket No. R-2018-3000253.

13 **Q. Please comment on Mr. Crist's claim that Columbia does not provide**  
14 **adequate notice of flow orders along with consumption data to enable**  
15 **suppliers to respond.**

16 A. Columbia provides as much advanced notice as possible when issuing a flow order.  
17 As stated previously, each day that an OFO/OMO was issued, the Company was  
18 under a restriction from an upstream pipeline. When the Company decides to issue  
19 an OFO/OMO, it provides notice as quickly as possible in order for its customers to  
20 take prudent action. The Company's Commission-approved tariff provides that when  
21 OFO/OMOs are issued, to the extent possible, a minimum of eight hours' notice is

1 given to the affected parties. The Company in practice generally issues orders twenty-  
2 four hours prior to the start of the gas day. In the case of flow orders that are issued  
3 in reaction to pipeline orders, Columbia cannot realistically be expected to issue its  
4 order before the pipeline does. The Company has generally found that issuing  
5 Operational Alerts prior to issuing Operational Orders results in little compliant  
6 action from Gas Distribution Service (“GDS”) Customers and Suppliers. However,  
7 the Company will issue the Operational Alert in advance of issuing an Operational  
8 Order request that confirmed nominations be reviewed and adjusted to bring supply  
9 and daily demand into balance. The Company provides GDS Customers and GDS  
10 Suppliers with customer consumption data as soon as the Company has collected the  
11 data. It is an essential part of the customer and supplier relationship under GDS to  
12 coordinate and communicate with customers to determine demand when the  
13 Company has issued an Operational Order. However, in the case of PSU, which is  
14 operating as its own supplier, PSU has the capability to determine its usage for its  
15 daily-read meters, and has the MDQ information for its non-daily read meters to  
16 adequately respond to an Operational Order issue by the Company. There is no  
17 fundamental reason which prohibits PSU from adjusting its nominations to match  
18 demand, other than PSU’s lack of action to do so.

19 **Q. Can you address Mr. Crist’s claim on page 21 of his testimony where he**  
20 **states, “even when Penn State has additional gas in storage it may not**  
21 **use it to meet the requirements of Columbia’s flow order”?**

1 A. Per Columbia’s tariff, when Columbia issues an Operational Order, and the customer  
2 has elected EBS Option 1 – Full Banking and Balancing, the daily delivery shortfall  
3 amount that may be supplied from the customer’s banked supplies up to 5% of the  
4 customer’s MDQ when the Company is restricting under-deliveries, and 2.5% when  
5 restricting over-deliveries. This is a firm service which Columbia provides under its  
6 EBS program. The Company does not contract for firm assets to deliver beyond the  
7 5% or 2.5% limit for EBS volumes for the GDS customers.

8 **Q. Does PSU have opportunities to adjust their nominations to more closely**  
9 **match the amount of gas it consumes?**

10 A. Yes. First, I would like to point out that PSU could modify its average day purchasing  
11 practices to one that more aligns with actual daily demand. Second, PSU has  
12 numerous opportunities to adjust its nominations, to more closely align with gas  
13 consumed on a daily basis. The NAESB Cycles (see chart below) provide five  
14 nomination cycles in which to nominate and or adjust nominations. Therefore, PSU  
15 has ample time to determine its demand and make adjustments to its nominations  
16 to more closely align with its daily demand.

Nomination Cycle	Nomination Deadline (CCT)	Scheduled Quantities	Time of Gas Flow
Timely	1:00 PM	5:00 PM	9:00 AM
Evening	6:00 PM	9:00 PM	9:00 AM
Intra Day 1	10:00 AM	1:00 PM	2:00 PM
Intra Day 2	2:30 PM	5:30 PM	6:00 PM
Intra Day 3	7:00 PM	10:00 PM	10:00 PM

1 **Q. Is there another mechanism for PSU to resolve imbalances?**

2 A. Yes. If an imbalance still remains after utilizing the previously mentioned options,  
3 the Company's tariff provides an imbalance trading service called Gas Transfer  
4 Service. Gas Transfer Service is a mechanism that can be used to transfer confirmed  
5 gas quantities in an effort to reduce or eliminate imbalances. Please see Exhibit MLC-  
6 1R for the Gas Transfer Service Tariff Sheet.

7 **Q. Please summarize your responses to issues raised by witness Laura**  
8 **Greenholt –Tasto.**

9 A. Ms. Greenholt-Tasto raised concerns related to a customer Maximum Daily Quantity  
10 (“MDQ”) and Imbalance Trading Services.

11 **Q. Please comment on Ms. Tasto’s comment that “Customers should not be**  
12 **able to use more than their MDQ-this is misleading when scheduling**  
13 **supply”.**

14 A. MDQ is defined in the Company’s tariff as:

15 “Maximum Daily Quantity” or “MDQ” shall mean a Customer’s maximum  
16 usage during a 24-hour period based on the most recent historical Customer  
17 consumption data. The Company will establish a winter MDQ for the  
18 November through March time period and a summer MDQ for the April  
19 through October time period. However, an adjustment may be made at any  
20 time upon agreement of the Customer and the Company. Columbia’s Tariff  
21 pg. 26  
22

23 The MDQ, as defined in the tariff, is close to an average day from the prior year. It  
24 might change slightly if a three or five year period is used, as suggested by Ms. Tasto.

25 However, MDQ is not defined or intended to represent the maximum a customer

1 could use on a cold day. The MDQ is used in the following practices: 1) As a guideline  
2 for the daily gas supply nomination for any customer receiving General Distribution  
3 Service, except on days when the Company has issued an Operational Order; 2) to  
4 determine Standby Service Daily Quantities if a GDS customer contracts for Standby  
5 Services; 3) to determine the daily delivery quantities for GDS customer without daily  
6 measuring devices when an Operational Order is issued by the Company.

7 **Q. Would you provide an example illustrating how a customer's usage may**  
8 **exceed its MDQ?**

9 A. Yes, I will do so using a specific customer's delivered volumes and seasonal MDQ for  
10 the period December 25, 2017 through January 31, 2018. This example relates to  
11 OMO customers, as Columbia has daily usage information for those customers, but  
12 the logic would still apply for an OFO customer. This customer had a MDQ of 15 Dth  
13 during this period. The table below shows the customer's actual usage compared to  
14 its MDQ, as well as the average temperature for the day. In the case where the  
15 difference is positive, the customer exceeded its MDQ on that day and vice versa if it  
16 is negative.

**Actual Usage Compared to MDQ**

<b>Date</b>	<b>Temperature (°F)</b>	<b>Actual Usage (Dth)</b>	<b>MDQ (Dth)</b>	<b>Difference (Dth)</b>
12/25/2017	27	5	15	-10
12/26/2017	24	6	15	-9
12/27/2017	18	7	15	-8
12/28/2017	16	7	15	-8

12/29/2017	19	65	15	50
12/30/2017	18	3	15	-12
12/31/2017	9	8	15	-7
1/1/2018	13	10	15	-5
1/2/2018	10	8	15	-7
1/3/2018	21	42	15	27
1/4/2018	17	44	15	29
1/5/2018	10	21	15	6
1/6/2018	9	25	15	10
1/7/2018	17	18	15	3
1/8/2018	24	18	15	3
1/9/2018	31	16	15	1
1/10/2018	36	18	15	3
1/11/2018	51	6	15	-9
1/12/2018	50	7	15	-8
1/13/2018	22	21	15	6
1/14/2018	17	26	15	11
1/15/2018	25	25	15	10
1/16/2018	29	25	15	10
1/17/2018	18	27	15	12
1/18/2018	25	24	15	9
1/19/2018	32	20	15	5
1/20/2018	36	10	15	-5
1/21/2018	42	5	15	-10
1/22/2018	47	5	15	-10
1/23/2018	45	7	15	-8
1/24/2018	33	19	15	4
1/25/2018	28	23	15	8
1/26/2018	32	22	15	7
1/27/2018	50	7	15	-8
1/28/2018	39	14	15	-1
1/29/2018	37	17	15	2
1/30/2018	23	26	15	11
1/31/2018	30	21	15	6

1 As shown in the table above, the customer's actual usage exceeded its MDQ on 22 of  
2 the 38 days during this period, and on some days, significantly. The temperature

1 column shows that the period had cold days. Again, the MDQ does not represent the  
2 maximum a customer can consume on a cold day.

3 **Q. Would you like to comment on Ms. Tasto's statement that suppliers use**  
4 **the MDQ to formulate potential exposure for the maximum that a**  
5 **customer can use?**

6 A. Yes, I would. I believe Ms. Tasto is mistaken. The MDQ as stated above is the  
7 maximum usage in a 24-hour period calculated for the Company's monthly-read  
8 meters that depicts the average daily usage based on the current historical period.  
9 The MDQ calculation has never been defined to be the maximum amount of gas a  
10 customer's facility would ever use. Therefore, using the MDQ in the manner Ms.  
11 Tasto describes has never been communicated or encouraged by the Company.

12 **Q. Would you like to comment on Ms. Tasto's statement that Columbia**  
13 **bases OFO and OMO requirements as a percentage of the MDQ?**

14 A. Yes, I would. Ms. Tasto is correct that the Company bases OFO requirements as a  
15 percentage of the MDQ. However, she is incorrect as it relates to OMOs. OMOs are  
16 based on the customer's actual usage rather than a percentage of the MDQ.

17 **Q. Do you agree with Ms. Tasto's statement that MDQs can be over-stated**  
18 **for cold winters and can be under-stated for warm winters?**

19 A. Yes. In fact this very issue was raised in Columbia's most recent base rate case (R-  
20 2016-2529660). The parties agreed to develop a specific summer and winter MDQ  
21 that went into effect in April 2017. The winter MDQ is based on the usage from the

1 November through March time period and the summer MDQ is based on usage from  
2 the April through October time period. Summer and winter MDQs minimize the over  
3 and under stated MDQ situation as described by Ms. Tasto. The intent behind  
4 developing a summer and winter MDQ was to address a customer's seasonal usage  
5 patterns.

6 **Q. Ms. Tasto states that suppliers and customers use MDQs to forecast**  
7 **usage. Is this a correct use of the MDQ?**

8 A. No, on both scores. Further, this is not the only information that the Company  
9 provides to suppliers and customers to forecast usage. The Company provides  
10 customers and the customer's appointed agent access to 24 months historical usage  
11 to assist them in forecasting usage. The Company does not specify how the MDQ is  
12 to be used, however a customer uses the MDQ at its own risk. The Company's main  
13 use for MDQ is related to the calculation for the volume of gas that must be delivered  
14 during an OFO. The Company has not provided guidance that the MDQ is the most  
15 that a customer could consume on a design day.

16 **Q. Do you have an issue with Ms. Tasto's recommendation to base the MDQ**  
17 **on the 3-5 year history, rather than 12 months?**

18 A. No. However, it should be noted that by changing the calculation as she suggests,  
19 will not resolve her issues with the MDQ being understated compared to the  
20 customer's actual demand on a cold day. Again, the purpose for the summer and

1 winter MDQs is to identify the volume of gas to be delivered during an OFO. The  
2 calculation was not developed as a function for forecasting demand at design day.

3 **Q. Would you like to comment on Ms. Tasto's request to allow MDQs to be**  
4 **adjusted if there is a material change in the customer's operations?**

5 A. Yes. The Company currently provides customers the ability to establish their MDQ  
6 and to adjust their MDQ as clearly stated in Section 7 of Columbia's General  
7 Distribution Application and Agreement:

8 Section 7. Energy Usage Information:

9 The Maximum Daily Quantities and the Annual Quantity to be distributed  
10 by the Company must be specified for each facility on the General  
11 Distribution Addendum. If the Customer does not want to determine the  
12 Maximum Daily Quantities and the Annual Quantity required for each  
13 facility, the Customer has the option of having the Company calculate those  
14 figures. In accordance with the Company's Tariff, the summer and winter  
15 maximum daily quantity that is currently effective and Annual Quantity  
16 specified on the General Distribution Addendum are subject to adjustment  
17 by the Company no more than one time each year, to reflect the Customer's  
18 then currently effective Maximum Daily Quantities and Annual Quantity.  
19 Upon notice to the Customer, adjusted quantities will become the new  
20 contractual quantities. Additionally, an adjustment to the currently  
21 effective Maximum Daily Quantities and Annual Quantity may be made at  
22 any time upon agreement of the Customer and the Company. Please see  
23 Exhibit MLC-2R for the General Distribution Application and Agreement.  
24

25 A distribution customer currently has the option to provide the Company with its  
26 MDQ or have the Company calculate its MDQ based on the current contractual  
27 provisions. Those provisions also allow the flexibility for adjustments to the  
28 currently effective MDQ at any time upon agreement of both parties.

29 **Q. Would you like to comment on Ms. Tasto's statement about imbalance**  
30 **trading fees?**

1 A. Yes. Ms. Tasto states that shifting gas between customers should not cost one  
2 customer \$500 and another customer \$21 to do the same type of imbalance trade  
3 process. Ms. Tasto's comment is incorrect. The cost to the customer/supplier is \$0.07  
4 per Dth for imbalance trading for a bank or gas transfer, regardless of which option  
5 the customer/supplier utilizes. Ms. Tasto is confused by the maximum and the  
6 minimums that are established for these two transactions. For bank transfers, there  
7 is a maximum of \$500 that could be billed, and for a gas transfer, there is a minimum  
8 charge of \$21.

9 **Q. Would you like to address why Columbia requires the customer to**  
10 **approve a bank transfer?**

11 A. Yes, I would. Columbia would only require a customer's approval if the customer has  
12 elected to be served in a Non-Aggregation Service (Stand Alone), which means the  
13 customer has ownership of the banked volumes and as such, is billed any associated  
14 charges. Columbia believes it is reasonable to require the customer's authorization,  
15 as the owner of the bank, prior to facilitating the transaction.

16 **Q. Does the Company's Appointment of Agent provide the agent the**  
17 **authorization to administer a bank transfer for a Non-Aggregation**  
18 **Service (Stand Alone) bank?**

19 A. No, it does not. However, it does allow the agent to receive information pertaining  
20 to the bank.

21 **Q. Does this complete your rebuttal testimony?**

1 A. Yes.

**RIDER EBS – ELECTIVE BALANCING SERVICES (Continued)**

**Option 1: FULL BALANCING SERVICE - IMBALANCE TRADING SERVICES (Continued)**

The imbalance trading services set forth in this Rider do not relieve Shippers of their obligation to deliver gas to Columbia in the Pipeline Scheduling Point in which they or their customers reside.

**B) Gas Transfer Service**

**Availability**

During Normal Operations or periods during which an SFO, OFO or OMO is in effect, subject to The Limitations on Distribution Service paragraphs of the RADS, this optional service is available to Customer Proxies who subscribe to Rider EBS-Option 1. This service provides for the transfer of gas quantities from one Customer Proxy ("Transferor") to another Customer Proxy ("Transferee").

**Character of Service**

- a. Each transfer must occur such that gas is transferred from the Transferor to the Transferee on the same Gas Day. Transferor must request the transfer at the end of the current month, as described in subparagraph (e) below.
- b. Transfers may only occur between a Transferor and a Transferee located within the same Local Market Area with confirmed deliveries on the same transmission pipeline.
- c. Quantities eligible for transfer shall not exceed the Transferor's confirmed deliveries for the day of transfer. A transfer request may not be accepted by the Company if such transfer would cause the Transferor to incur imbalance charges. (C)
- d. Customer Proxies must rely on customer usage posted daily on the Company's website. The Company shall post customer usage on its Internet-based website as soon as practicable after the end of each Gas Day throughout the billing cycle. All customer usage will be posted on a best efforts basis by 5:00 P.M. Eastern time on the second business day following the end of the previous calendar month.
- e. All gas transfer requests must be accurately completed and executed by both the Transferor and the Transferee and submitted to the Company on the Company's standard Gas Transfer Request Form by 5:00 P.M. Eastern time on the third business day following the end of the previous calendar month.
- f. The Company is not involved in any arrangement or agreement for compensation for the value of the gas being transferred, or for any other fees between the Transferor and Transferee. The Company's role in administering this rate schedule is limited to transferring the approved gas quantities from the Transferor's to the Transferee's account with the Company.

**Rate**

The Company will charge the Transferor \$0.07 per unit transferred. The unit will be either Dth or Mcf, depending upon the supply source being transferred. For transactions of less than 300 units, there will be a minimum charge of \$21.00 per transaction.

(C) Indicates Change

Effective Billing Month/Year \_\_\_\_\_  
Nomination Group \_\_\_\_\_

**COLUMBIA GAS OF PENNSYLVANIA, INC.  
GENERAL DISTRIBUTION APPLICATION & AGREEMENT**

Legal Entity/ Corporation  
Name ("Customer"): \_\_\_\_\_

Customer DBA: \_\_\_\_\_

Customer  
Billing Address: \_\_\_\_\_  
Street City State Zip

Contact Name: \_\_\_\_\_

E-Mail \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_  
*(This section should be filled out using the facility's accounts payable information. If invoices are to be mailed to the Agent/3<sup>rd</sup> Party, a "Request for Mailing Address Change" form must also be completed)*

CONTRACT# \_\_\_\_\_

**THIS AGREEMENT**, made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between COLUMBIA GAS OF PENNSYLVANIA, INC., ("Company") and \_\_\_\_\_ ("Customer").

WITNESSETH: Customer is a user of natural gas with facilities in Pennsylvania at specific locations listed in General Distribution Addendum; and

**Section 1. Distribution Service to be Rendered.** In accordance with the provisions of the effective applicable distribution rate schedule of Company's Tariff, on file with the Pennsylvania Public Utility Commission, 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 Delivery Point, Customer facility location, the applicable Rate Schedule, and the service and levels of services to be rendered, shall be set forth in the General Distribution Addendum of this Agreement.

**Section 2. Incorporation of Tariff Provisions.** This Agreement expressly incorporates by this reference all of the terms and conditions governing Company's General Distribution Service (GDS) in the Rules Applicable to Distribution Service and applicable distribution rate schedules, included in Company's approved Tariff, as well as any general terms and conditions of that Tariff applicable to, and consistent with, Company's applicable rate schedule. In all events, the terms and conditions of Company's applicable rate schedule shall be controlling.

**Section 3. Regulatory Approvals.** This Agreement shall be expressly contingent upon the receipt of such regulatory approvals or authorizations as may be required and in the event such approvals or authorizations terminate or are withdrawn, then this Agreement shall terminate.

**Section 4. Term.** The initial term of this Agreement shall be from the date Company first delivers quantities of gas to Customer at its facilities pursuant to this Agreement until the first of the following November, provided, however, that the Agreement shall continue in effect after that date on a year-to-year-basis. Either party may terminate this Agreement, upon written notice sixty (60) days prior to an effective date of termination, subject to the provisions of this Agreement and the applicable rate schedule.

**Section 5. Notices.** Any notices to Customer or Company, except those relating to billing or interruption of service, required or permitted to be given hereunder shall be effective only if delivered in compliance with the "Customer Notices" and "Company Notices" provisions in the General Distribution Addendum of this Agreement.

**Section 6. Cancellation of Prior Agreements.** This Agreement supersedes and cancels, as of the effective date hereof, all previous two party Distribution Agreements between the parties for service to Customer's facilities served hereunder.

**Section 7. Energy Usage Information.** The Maximum Daily Quantities and the Annual Quantity to be distributed by the Company must be specified for each facility on the General Distribution Addendum. If the Customer does not want to determine the Maximum Daily Quantities and the Annual Quantity required for each facility, the Customer has the option of having the Company calculate those figures. In accordance with the Company's Tariff, the summer and winter maximum daily quantity that is currently effective and Annual Quantity specified on the General Distribution Addendum are subject to adjustment by the Company no more than one time each year, to reflect the Customer's then currently effective Maximum Daily Quantities and Annual Quantity. Upon notice to the Customer, adjusted quantities will become the new contractual quantities. Additionally, an adjustment to the currently effective Maximum Daily Quantities and Annual Quantity may be made at any time upon agreement of the Customer and the Company.

**Section 8. Banking and Balancing Information.** The Customer understands and agrees that the applicable rate schedule, and the bank tolerance for each facility is subject to change annually, based on each facility's annual individual consumption that occurred during the previous November through October period. If applicable, the change will become effective with the January billing cycle of the following year. Bank tolerances and rate schedules will be determined in accordance with the Tariff.

**Section 9. Interruption.** The Customer understands and agrees that under the Character of Service to be Rendered provisions as specified in the Rules Applicable to Distribution Section of the Company's Tariff, interruption of gas distribution or gas deliveries may occur for Customers with less than 100% backup service.

In the event that interruption of gas service is required, one of the following persons should be contacted. At least **two** Employee names authorized by the Customer with contact numbers (no fax numbers or Agent/3<sup>rd</sup> Party names please), and Email addresses for each:

Contact Name _____	Email Address _____
Phone _____	(24 Hour) _____
Contact Name _____	Email Address _____
Phone _____	(24 Hour) _____

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

**CUSTOMER**

**COLUMBIA GAS OF PENNSYLVANIA, INC.**

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature of Authorized Employee of Customer)

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

**GENERAL DISTRIBUTION ADDENDUM**

**A. Delivery Points**

The Delivery Points shall include those points authorized by the Company from time to time with one or more of the following pipelines:

- 1) Columbia Gas Transmission (TCO)
- 2) Equitrans (EQT)
- 3) Dominion Transmission (DTI)
- 4) National Fuel (NATL)
- 5) Tennessee Gas Pipeline (TEN)
- 6) Texas Eastern Transmission (TETCO)

**B. Facility Address:** \_\_\_\_\_  
 (See Multiple Facility Attachment for additional facilities)

PCID: \_\_\_\_\_ PSID: \_\_\_\_\_

C. Type of Business	D. Energy Usage Detail: To be completed by Customer. *As specified on General Distribution Application & Agreement						
Description of Business:  _____	* Winter Maximum Daily Quantity (thm)  _____  (Optional & Subject to approval by Company)	*Summer Maximum Daily Quantity (thm)  _____  (Optional & Subject to approval by Company)	*Annual Quantity (thm)  _____  (Optional & Subject to approval by Company)	Operable Alternate Fuel:  Type _____ %	Essential Human Needs Use (Per Tariff definition)  <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Standby Service Daily Quantity (thm)  _____  (Subject to approval by Company)	Standby Service Annual Quantity (thm)  _____  (Subject to approval by Company)

Customer Notices: (Mailing address for Contract) (Please Print)	Company Notices
Company Name:	<b>Columbia Gas of Pennsylvania, Inc</b>
dba (if applicable):	290 W. Nationwide Blvd.
Address:	Columbus, Ohio 43215
City, St, Zip:	
Attn:	Title: Attn: Gas Transportation
Telephone #: ( ) -	
Fax #: ( ) -	
E-mail Address:	

**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 PENNSYLVANIA, INC.**

By: \_\_\_\_\_  
 (Signature of Authorized Employee of Customer)

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

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

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

DO NOT WRITE BELOW THIS LINE-For Columbia Personnel Only - NOTE All Information is subject to change.						
<input type="checkbox"/> New Customer <input type="checkbox"/> New Facility <input type="checkbox"/> Replacement	<b>Monthly Bank Tolerance</b> <input type="checkbox"/> 5 % <input type="checkbox"/> 10% (5% in October)	<b>Daily Metering Service</b> <input type="checkbox"/> Y <input type="checkbox"/> N	<b>Pipeline Scheduling Point (PSP)</b> _____	<b>UN/BK</b> _____	<b>GMB#</b> _____	<b>MS#</b> _____
				<b>SIC Code</b> _____	<b>Invoice #</b> _____	<b>Rate Schedule</b> _____

**APPROVAL:**

Company Representative: \_\_\_\_\_ Date: \_\_\_\_\_

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

**APPOINTMENT OF AGENT**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_ ("Customer") does hereby make, constitute and appoint \_\_\_\_\_ ("Natural Gas Supplier (NGS)") as its **AGENT** in accordance with the Rules Applicable to Distribution Service section of the Company's Tariff for the purpose of establishing and administering a gas distribution program on the Columbia Gas of Pennsylvania, Inc. ("Columbia") system for and on behalf of Customer, including (by way of illustration and not limitation) the following: request gas distribution service with Company; obtain Customer's historic and current usage data from Columbia; nominate gas distribution quantities on behalf of Customer; direct Company to send Customer's bill (utility and transport) directly to the NGS; and obtain from Company any information pertaining to prior or current month gas deliveries to Customer, including disbursed quantities, tariff quantities, banked quantities and bank tolerances.

**ACKNOWLEDGEMENT OF SERVICES PROVIDED UNDER THE GENERAL DISTRIBUTION SERVICES APPLICATION AND AGREEMENT**

By executing this Addendum, Customer is selecting a new agent and agrees to continue to be bound by the terms and conditions of the existing General Distribution Application and Agreement between Customer and Columbia. The Company shall provide General Distribution Service (GDS) to the Customer in accordance with the Rules Applicable to Distribution Service section of the Company's Tariffs to the facilities and at the quantities specified on the General Distribution Addendum, which is hereby incorporated by reference and made part of this Agreement. Pursuant to the Rules Applicable to Distribution Service section of Columbia's Tariff, the Customer remains fully responsible to the Company for the payment of any invoices, fees, imbalance purchases, banking and balancing charges, OFO or OMO charges, penalties or other charges arising out of the NGS's provision of natural gas supply services to the Customer, including any differential between the price offered by the NGS and the rate charged by Company in the event that the NGS discontinues service or defaults on its contract before its contract with the Customer has expired.

**AGGREGATION SERVICE OPTIONS**

A Customer may choose Non-Aggregation Service or Aggregation Service subject to the provisions of the applicable Rate Schedule in the Company's Tariff as well as the Rules Applicable to Distribution Service section of the Tariff. Should the Customer's annual quantity be 64,400 therms or less, Aggregation Service is required.

*In the event an agent is selected and an aggregation choice is not made, the default will be Aggregation Service. (Check & Initial One Only):*

**Non-Aggregation Service (Stand Alone):**

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

**Aggregation Service:**

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

**Elective Balancing Service (EBS) Election:** \_\_\_\_\_

*(must match election made in August or September prior to the effective April, unless new GDS customer)*

***The customer agrees to take service under Rider EBS- Elective Balancing Services. The customer may elect to change its option no more than one time per year. (Per the Elective Balancing Service section of the Companies Tariff). If a request to change is not received, the customer will default to Option 1 – Full Balancing Service.***

**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. _____

**CUSTOMER (Authorized Employee Information):**

**EXECUTED BY CUSTOMER:** \_\_\_\_\_  
*(Must be signed by Authorized Employee of Customer)*

\_\_\_\_\_  
*(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 Agent)*

\_\_\_\_\_  
*(Please Print Authorized Employee Name)*

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

**Phone No.:** \_\_\_\_\_ **Fax No. :** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**EXECUTED BY COLUMBIA:** \_\_\_\_\_  
*(Must be signed by Authorized Employee of Columbia)*

**Name** \_\_\_\_\_ **Address:** 290 W. Nationwide Blvd., Columbus, OH 43215

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