

ORDINANCE NO. 91-54 AC CMS

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER
INTO A CONTRACT WITH COLUMBIA GAS OF OHIO, INC., FOR
INTERSTATE GAS TRANSPORTATION SERVICES FOR THE CITY OF OBERLIN

BE IT ORDAINED by the Council of the City of Oberlin, County
of Lorain, State of Ohio, a majority of all members elected thereto
concurring:

SECTION 1. That the City Manager is hereby authorized and
directed to enter into a contract with Columbia Gas of Ohio, Inc.,
for interstate gas transportation services for the City of Oberlin,
Ohio, said agreement being attached hereto and incorporated herein
by reference.

SECTION 2. It is hereby found and determined that all formal
actions of this Council concerning or relating to the adoption of
this ordinance were adopted in an open meeting of this Council and
that all deliberations of this Council and of any of its committees
that resulted in such formal action, were in meetings open to the
public in compliance with all legal requirements, including Section
121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance shall take effect at the
earliest date allowed by law.

PASSED: 1st Reading - July 1, 1991
2nd Reading - July 15, 1991
3rd Reading - August 5, 1991

ATTEST:


CLERK OF COUNCIL


CHAIRMAN OF COUNCIL

POSTED: August 7, 1991

EFFECTIVE DATE: September 4, 1991

FORM OF SERVICE AGREEMENT FOR
SERVICE UNDER ITS RATE SCHEDULE

THIS AGREEMENT, made and entered into as of the 4th day of September, 1991, by and between COLUMBIA GAS TRANSMISSION CORPORATION, a Delaware corporation (hereinafter called "Seller"), and OBERLIN MUNICIPAL LIGHT AND POWER SYSTEM, 289 South Professor Street, Oberlin, OH 44074, an Ohio corporation (hereinafter called "Buyer"),

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

Section 1. Service to be Rendered. Seller agrees to both receive the Transportation Quantity hereinafter stated and redeliver (less company-use and unaccounted-for quantities) thermally equivalent quantities of gas on behalf of Buyer on an interruptible basis in accordance with the applicable provisions of Seller's effective ITS Rate Schedule on file with the Federal Energy Regulatory Commission (Commission) and the terms and conditions herein contained. Where Buyer is a local distribution company, an intrastate pipeline, or an interstate pipeline, Buyer avers that it will receive a substantial benefit from this arrangement.

Section 2. Transportation Quantity. Subject to the provisions herein contained, the Transportation Quantity shall be 1,194 Dth per day or such other quantity as approved by Seller. The maximum daily obligation to receive or redeliver gas at each point of receipt or point of delivery shall be as specified in Appendix A.

Section 3. Points of Receipt and Delivery. The points of receipt at which Buyer shall deliver gas or cause gas to be delivered into Seller's system shall be those specified in Appendix A. The points of delivery at which Seller shall redeliver thermally equivalent quantities (less company-use and unaccounted-for quantities) to Buyer or for Buyer's account shall be those specified on Appendix A. Appendix A may be amended from time to time by agreement of Buyer and Seller.

Section 4. Rate and Payment. Unless otherwise agreed to by Seller and Buyer in writing, Buyer shall pay Seller the maximum transportation rate set forth on currently effective Sheet No. 16A2 of Seller's FERC Gas Tariff per Dth of gas received by Seller hereunder. The charge shall be billed and paid for in accordance with the applicable terms set forth in Seller's currently effective FERC Gas Tariff. In addition, Seller shall retain a percentage of gas received for transportation for Buyer for company-use and unaccounted-for requirements as set forth in currently effective Sheet No. 16A2.

FORM OF SERVICE AGREEMENT FOR
SERVICE UNDER ITS RATE SCHEDULE (CONT'D)

Section 5. Intermediate Transporter. [This provision is applicable only if there is an Intermediate Transporter (i.e., a local distribution company, intrastate pipeline company or interstate pipeline company) between Seller and Buyer on whose behalf gas will be transported pursuant to the Commission's Regulations.] Intermediate Transporter avers that it will receive a substantial benefit from this arrangement. Intermediate Transporter shall coordinate its efforts with Seller and Buyer to provide service in accordance with the provisions of Seller's ITS Rate Schedule. Intermediate Transporter agrees to provide, upon request, information to Seller regarding the actual quantities of transported gas ultimately delivered to or for Buyer. It is understood and agreed that transportation services provided by Intermediate Transporter to Buyer are governed by the terms of a separate gas transportation agreement.

Section 6. General Terms and Conditions. This Agreement in all respects shall be subject to the applicable provisions of Seller's ITS Rate Schedule of its FERC Gas Tariff filed with the Commission and the General Terms and Conditions incorporated therein, as the same may be amended or superseded in accordance with the rules and regulations of the Commission, which are by reference made a part hereof.

Section 7. Regulation. (a) This Agreement is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Seller. This Agreement shall be void or expire, as appropriate, if any necessary regulatory approval or authorization is not so obtained or continued. All parties will cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations.

(b) The transportation service described herein will be provided subject to the provisions of Part 284, Subpart (B) of the Commission's Regulations.

Section 8. Term. This Agreement shall become effective as of July 1, 1986 and shall continue in full force and effect until March 31, 1987, and from month-to-month thereafter unless terminated by either party upon thirty (30) days written notice to the other.

Section 9. Notices. Notices to Seller under this Agreement shall be addressed to it at Post Office Box 1273, Charleston, West Virginia 25325, Attention: Director of Transportation and Exchange; notices to Buyer shall be addressed to it at 289 South Professor Street, Oberlin, OH 44074, Attn: Mr. Roger Merriman; and notices to Intermediate Transporter shall be addressed to it at 200 Civic Center Drive, Columbus, OH 43215, Attn: Mr. Scott Phelps; unless and until changed by any party by written notice. Interruption notices may be by telephone or telegraph and shall be given to Seller's wholesale customer's dispatcher when such customer is either the Buyer or Intermediate Transporter and otherwise directly to Buyer's designated contact.

FORM OF SERVICE AGREEMENT FOR
SERVICE UNDER ITS RATE SCHEDULE (CONT'D)

Section 10. Superseded Agreements. This Agreement supersedes and cancels, as of the effective date hereof, the following contracts: Dated November 1, 1985 (Columbia's transportation provisions of contract #31131).

COLUMBIA GAS TRANSMISSION CORPORATION

By: _____
Vice President

OBERLIN MUNICIPAL LIGHT AND POWER
SYSTEM
(Buyer)

By: Donald Kinole
Its: Oberlin City Manager

APPROVED AS TO FORM:

Erin R. Amara
Oberlin City Solicitor

FORM OF SERVICE AGREEMENT FOR
SERVICE UNDER ITS RATE SCHEDULE (CONT'D)

APPENDIX A

1. POINT(S) OF RECEIPT INTO SELLER

<u>Description</u>	<u>Maximum Daily Quantity</u>
1) Columbia Pool (CPP) (Various)	1,194 Dth/d
2) The point of interconnection between Columbia Gas Transmission Corporation and Columbia Gulf Transmission Company at Leach, Kentucky.	1,194 Dth/d

2. POINT(S) OF DELIVERY TO OR FOR BUYER

<u>Description</u>	<u>Maximum Daily Quantity ^{1/}</u>
The point of interconnection between Columbia Gas Transmission Corporation and Columbia Gas of Ohio, Inc. near Oberlin, Ohio.	1,194 Dth/d

^{1/} Company-use and unaccounted-for quantities shall be deducted from the quantities shown in the column.