

(Current date]

[To]

**RE:** Proposed Receipt Meter Site for \_\_\_\_\_  
Measuring Station No.: \_\_\_\_\_  
Line No.: \_\_\_\_\_  
Township/District: \_\_\_\_\_  
County: \_\_\_\_\_  
State of: \_\_\_\_\_  
Facility Request ID: \_\_\_\_\_

Dear \_\_\_\_\_:

Columbia Gas Transmission, LLC (Columbia) has received the request of \_\_\_\_\_(Customer) to construct a new measuring station (including, but not limited to, a meter, a pipeline tap, piping, including station piping, and appurtenant facilities as set forth on Attachment A) (hereinafter referred to as "the Facilities") for receipt of gas into Columbia's above-referenced pipeline. Columbia shall be under no obligation to receive gas at this new point of receipt until the Facilities have been constructed, tested and are ready for service as determined by Columbia. Deliveries to Columbia through the referenced measuring station shall not exceed \_\_\_\_\_ dekatherms (Dth) per day. Overpressure protection equipment, acceptable to Columbia, shall be installed to limit the maximum delivery pressure to \_\_\_\_\_ psig. The purpose of this letter agreement (Agreement) is to set forth Columbia's and Customer's agreement as to the parties' responsibility for design, material acquisition, installation/construction, ownership, operation and maintenance and removal of the Facilities, and agreement as to liability for or with respect to the Facilities. Attachment A, which is subject to modification following an inspection of the proposed meter site, is incorporated herein by reference, and sets forth in detail Columbia's and Customer's design, material acquisition, installation/construction, ownership, operation and maintenance and removal responsibilities with respect to the Facilities.

**Construction of Facilities.** Subject to the contingencies contained herein, Columbia and Customer shall each install/construct their respective Facilities as set forth on Attachment A.

Customer understands that during the installation / construction of Facilities, it shall: (i) use only the type of metering facilities specified by Columbia and install the Facilities in accordance with Columbia's "Specifications and Guidelines for Receipt Measurement Facilities," and Section 26 "Measurement" of the General Terms and Conditions of Columbia's FERC Gas Tariff, both as amended from time to time, applied on a uniform basis; (ii) provide access to the Facilities during such installation and permit Columbia personnel to inspect the Facilities for the purpose of ensuring compliance with Columbia's standards, applied on a uniform basis; (iii) pay Columbia a charge for any inspection conducted pursuant to above item (ii), calculated on a uniform basis; (iv) provide Columbia with drawings for design review and approval; and (v) provide adequate assurance that Customer and its contractor(s) will abide by the terms of this Agreement, including, but not limited to, above item (i). Any inspection and approval by Columbia shall in no way constitute a warranty by Columbia to Customer or any third party with respect to the design, construction and installation performed by Customer or its contractor(s) or subcontractor(s).

**Operation and Maintenance.** Columbia and/or Customer will operate and maintain the Facilities as set forth on Attachment A, provided, Columbia can at a future date require Customer, in Columbia's discretion, upon 30 days written notice, to become responsible for any or all of the activities associated with the operation and maintenance of the meter. When Attachment A defines Customer as being responsible for operation and maintenance of the meter, or in the event Columbia elects for Customer to assume any of these responsibilities at a later date, Customer may utilize a Columbia approved service contractor to provide meter operation and maintenance. Columbia will provide the Customer and the service contractor with detailed meter operation and maintenance instructions at that time.

As further clarification of Attachment A, operation and maintenance of the meter and piping from the tap to the meter encompasses the following activities:

- 1) Testing, inspection and calibration of the primary and secondary elements, and of other devices that directly effect measurement and energy determination, such as gas samplers, chromatographs, and flow computers. Testing and inspection frequencies, and corresponding tolerances, shall be specified by Columbia;
- 2) Performing volume and energy determination;
- 3) Obtaining and analyzing gas samples;
- 4) Operating and maintaining the pipeline tap, valve and station piping beginning at the pipeline tap valve and extending to a designated above ground flange with insulation device or other Columbia approved electrical isolation device at the edge of the Columbia pipeline right of way or other designated point as outlined in Attachment A.

Columbia shall have the right, regardless of which party is responsible for operation and maintenance activities, to inspect the Facilities and perform any tests it deems

necessary at such times as it deems appropriate without prior notice. If Columbia, in its sole discretion, determines the Facilities are not performing satisfactorily, Columbia reserves the right to make repairs, or require Customer to do so. If Columbia makes the repairs, Customer will pay Columbia for all maintenance and repairs within thirty (30) days after receipt of an invoice from Columbia. If Customer refuses to perform required maintenance or repairs or refuses to pay any maintenance or repair costs, Columbia may refuse to receive gas through the measurement facilities. Columbia will provide 10 days written notice of any refusal to receive gas. Columbia will invoice Customer and Customer will be required to pay, within thirty (30) days from the date of the invoice, for any costs resulting from extraordinary visits to the Facilities required to perform maintenance, repairs or obtain electronic measurement data due to extended communications outage.

Columbia will use its best efforts in operation and volume/energy determination, but assumes no liability for any damages as a result of error or omission. Columbia will provide production meter statements to Customer or Customer's designee via Columbia's electronic bulletin board. The Customer may request additional tests or inspections beyond those normally scheduled by Columbia. The Customer shall reimburse Columbia for the actual cost of the test, inspection and repairs, as applicable.

**Electrical Specifications.** Installation of all electrical and instrumentation facilities shall conform to all provisions of the National Electrical Code (NFPA Subpart 70), the American Gas Association Classification of Gas Utility Areas for Electrical Installation (XF0277), and ANSI/ISA RP12.6 Installation of Intrinsically Safe Instrument System in Class I Hazardous Locations. All electrical equipment installed in a building containing all or a portion of the Facilities shall be classified and designed for Class I, Division 2, Group D locations. Any equipment which vents or bleeds natural gas shall be piped in such a way so as to vent or bleed outside any enclosed structure in which it may be installed.

**Land Rights; Access.** Customer warrants that it will obtain all land use rights (including, by way of example, leases, rights-of-way or meter site agreements) for the installation/construction, operation, maintenance, repair and replacement of the measuring station; that it will hold and properly secure such rights, and, if necessary, perfect by recordation in the appropriate official county land records. In obtaining such land rights, Customer warrants that title research will be performed using industry accepted standards. Customer agrees to provide Columbia with a copy of the title research and acknowledges that Columbia will rely on such research. Customer further warrants that such land use rights will include the rights necessary for Columbia personnel to enter upon the land for the purpose of exercising its rights or meeting its obligations under this Agreement. Customer will notify Columbia when such land use rights have been secured. Customer shall at all times provide Columbia personnel access to the measuring station site to perform the obligations or exercise the rights contained in this Agreement. Customer further agrees that all access roads to the measuring station site shall be kept in good condition by Customer; *i.e.*, snow removal, road maintenance, to allow Columbia to enter upon the site by wheeled vehicle to perform the obligations or exercise the rights contained in this Agreement. To the extent Columbia incurs any costs in order to gain access to the site as a result of Customer's failure to perform its obligations set forth in this paragraph, Columbia shall

invoice Customer and Customer shall pay Columbia for such costs within 30 days of the date of such invoice. The land held by Customer is warranted by Customer to be free of hazardous substances as that term is defined in subparagraph (c) in the "Contingencies" paragraph below.

**Customer's Payment of a Contribution in Aid of Construction.** Customer shall pay to Columbia a Contribution in Aid of Construction (Contribution) for all of Columbia's actual costs and expenses related to the design, regulatory approvals and permitting, purchase of materials and construction and installation of the pipeline tap, valve and related appurtenances. This construction and installation is estimated to cost \$\_\_\_\_\_, based on a \_\_\_" tap on Columbia's pipeline. Such contribution is in addition to Customer's anticipated costs related to its responsibilities as defined in Attachment A.

Customer will make one lump sum payment to Columbia for the full amount of the above-estimated costs, at the time this Agreement is executed. Upon completion of construction and installation of Columbia's portion of the Facilities, after all costs have been accounted for, Columbia shall render to Customer an invoice for its actual costs (including gross-up, if applicable) expended. If the actual costs exceed the actual payment(s) made by Customer to Columbia hereunder to date, Customer shall pay to Columbia the difference between the two within thirty (30) days from the date an invoice is sent to Customer. If actual costs are less than actual payment(s) made by Customer to Columbia hereunder to date, then Columbia will refund to Customer such difference within thirty (30) days from the date all costs have been accounted for.

Should Customer fail to make timely payment of such invoice, Columbia shall be entitled to collect the amount of such invoice, together with interest computed at the rate set forth in Section 154.67 of the Federal Energy Regulatory Commission's (Commission) regulations. Such interest shall accrue on unpaid amounts beginning on the payment due date of Columbia's invoice to Customer and shall terminate when such invoice is paid.

**Future Equipment.** Columbia reserves the right, in its discretion, to require at a future date that additional equipment be installed, operated and maintained at the Facilities for purposes including, but not limited to, measuring, monitoring or correction of gas quality (gas sampler, chromatograph, other monitors, gas conditioning equipment, etc), or assuring the safe operation of the Facilities and Columbia's pipeline system, such as electronic measurement, overpressure protection, odorization equipment, remote flow control equipment, corrosion control materials and equipment, etc. In that event, Columbia will notify Customer, and Customer will be responsible for the cost and installation of such additional equipment. The operation and maintenance of additional equipment will be the responsibility of the Customer if so designated by Columbia. If Customer fails or refuses to install the required equipment or perform required maintenance, Columbia may refuse to receive gas through those measurement facilities.

**Compression.** If compression is required by Customer to deliver gas through the Facilities now or at some future time, a written request must be submitted to Columbia

and approval granted by Columbia prior to installation of a compressor. Columbia shall be under no obligation to approve the installation of a compressor.

**Gas Conditioning Equipment.** Customer shall be solely responsible for managing, operating and maintaining any necessary gas conditioning equipment (filter separator, liquid/solid removal devices or dehydration equipment) located upstream of the measurement on Customer's property. Customer represents and warrants that it will remove and manage, or otherwise dispose of, any and all materials from such gas conditioning equipment as well as from vessels, equipment or other items on the property on which the Facilities are located, in accordance with all applicable laws and regulations; and as Columbia may otherwise direct if Columbia determines it must, to protect its interests and comply with any and all laws and regulations.

Customer represents and warrants that any substance, equipment, or other material, scrap and/or junk (including, without limitation, filter elements, pipe, chemicals, drums or other containers, soil, sand or other ground substances, water or other liquids and any batteries or related equipment) that Customer removes from Columbia's premises (including right-of-ways, etc.), or the premises upon which the Facilities are located, at any time (collectively, "Removed Materials") will not be used, recycled or salvaged in a manner that will result in: (i) a violation of the Federal Resource Conservation and Recovery Act; (ii) an actual or threatened release of a hazardous substance as defined in subparagraph (c) in the "Contingencies" paragraph below; or (iii) a violation of any other environmental laws, rules or regulations passed or promulgated by any federal, state or local jurisdiction or governmental agency from time to time. Notwithstanding the other provisions of this Agreement, Customer hereby agrees to indemnify and hold harmless Columbia, its officers, shareholders, directors and employees from and against any liability arising out of or related to Customer's breach of the foregoing representations and warranties. In addition, Customer agrees to permit representatives of Columbia to inspect Customer's facilities and to review Customer's procedures for storing, handling, reselling, recycling and/or disposing of any Removed Materials, and to provide Columbia with any documentation or samples of such Removed Materials reasonably requested in connection therewith. Customer understands and covenants that upon Columbia's notice, Customer will immediately cease and discontinue any procedure or other action and remediate any condition related to the Removed Materials that Columbia determines, in Columbia's sole discretion, creates a material risk of present or future liability to Columbia. Customer acknowledges and agrees that any breach of its warranties and covenants hereunder will cause irreparable harm and loss to Columbia, and that, in addition to any other legal or equitable remedy available to Columbia, such breach shall be the basis for interlocutory equitable relief against Customer.

**Gas Quality:** Delivery of gas through the Facilities into Columbia's pipeline system shall satisfy and be subject to the Gas Quality provisions, as they may be amended from time to time, set forth in the General Terms and Conditions of Columbia's FERC Gas Tariff, Section 25, which are incorporated herein by reference and set forth below. In the event of conflict between the gas quality provisions in the tariff and those set forth below, the tariff shall apply. The gas delivered through the Facilities shall be a combustible gas consisting wholly of or a mixture of:

- 1) Natural gas of the quality and composition produced in its natural state;
- 2) Gas generated by vaporization of Liquefied Natural Gas (LNG) or ;
- 3) Manufactured, reformed, or mixed gas consisting essentially of hydrocarbons of the quality of and character produced by nature in the petroleum, oil, and gas fields with physical properties such that when the gases are commingled they become indistinguishable with respect to the physical properties of the mixture.

The gas delivered through the Facilities shall be commercially free from dust, gum, gum-forming constituents, paraffin, and other particulates or other solid or liquid matter which might interfere with its merchantability or cause injury to or interfere with the proper operation of lines, regulators, meters and other equipment through which it flows. The gas delivered:

- 1) Shall not contain more than seven (7) pounds of water vapor per million cubic feet of gas at the base pressure and temperature of fourteen and seventy-three hundredth (14.73) pounds per square inch absolute (psia) and sixty degrees Fahrenheit (60°F). The water vapor content will be determined in accordance with the latest approved methods in use in the gas industry, using apparatus approved by Columbia;
- 2) Shall not have a cricondenthem hydrocarbon dew point of greater than twenty-five degrees Fahrenheit (25°F). The cricondenthem is the maximum hydrocarbon dew point at any pressure. The hydrocarbon dew point will be determined in accordance with approved methods in use in the gas industry, using apparatus approved by Columbia;
- 3) Shall not contain more than four percent (4%) by volume of a combined total of carbon dioxide, nitrogen and inert components, including helium, argon, neon;
- 4) Shall not contain more than one and twenty-five hundredths percent (1.25%) by volume of carbon dioxide;
- 5) Shall not contain more than twenty-five hundredths (0.25) grains of hydrogen sulfide per one hundred (100) standard cubic feet of gas;
- 6) Shall not contain more than two (2) grains of total sulfur per one hundred (100) standard cubic feet;
- 7) Shall not contain more than two hundredths percent (0.02%) of oxygen by volume;
- 8) Shall not contain any microbiological organism, active bacteria, including but not limited to sulfate reducing bacteria (SRB) and acid producing bacteria (APB), or bacterial agent capable of causing or contributing to: (i) injury to Columbia's pipelines, meters, regulators, or other facilities and appliances

through which it flows or (ii) interference with the proper operation of Columbia's facilities;

- 9) Shall not have a flowing temperature greater than one hundred and twenty degrees Fahrenheit (120°F);
- 10) Shall have a Wobbe Index of one thousand three hundred fifty (1,350) plus or minus four percent (4%) subject to a maximum of one thousand four hundred (1,400). The Wobbe Number is defined as that number obtained by dividing the dry real heating value of the gas by the square root of its specific gravity;
- 11) Shall have a gross heating value of not less than 967 nor greater than 1,110 Btu (British thermal units) per standard cubic foot dry. The gross heating value of the gas shall be calculated from analysis of the gas by 1) an online chromatograph, or 2) taking spot or continuous samples of the gas at such times as may be designated by either party. The gross Btu shall be corrected for compressibility as calculated from a gas analysis by an accepted type chromatograph (or other suitable instrument) for a cubic foot of gas at a temperature of sixty degrees (60°) Fahrenheit when containing no water vapor and at an absolute pressure of 14.73 psia. The initial Btu determination, as well as subsequent Btu determinations, shall be made by Columbia at Customer's expense.

Columbia recognizes that some Appalachian basin production gas may fall outside the Wobbe Index and heating value limits as set forth above. See tariff Section 25.6 (h) (ii) for a list of the applicable pipelines that qualify for an exception to the Wobbe Index and heating value limits as set forth above.

Parties wishing to deliver gas into Columbia's system will bear responsibility for assuring their gas meets the above specifications. Proof of compliance with these specifications will be determined via methods such as sampling and analysis of the gas; the frequency, scope and performance of such determinations will be directed by Columbia. In partial consideration for Columbia providing gas analysis services (whether by Columbia directly or its contractor), it is agreed and understood that:

- 1) the gas analysis results represent only the composition of the content of the natural gas sample cylinder at the time of such analysis;
- 2) no representation is made that the results are representative of the natural gas stream that flows, or may flow, at any given time; and
- 3) there is no warranty of any kind, express or implied, and specifically there is no warranty of merchantability or of fitness for a particular purpose and all other warranties, express or implied, are excluded and shall not apply to the services provided.

If gas delivered through the Facilities fails to meet the gas quality specifications set forth herein, then Columbia may elect to either continue to receive such gas pursuant to the waiver procedures of tariff Section 25.9 or refuse to take all or any portion of such gas

until Customer brings the gas into conformity with these specifications. Customer will indemnify and save Columbia harmless from any and all claims, suits, actions, debts, accounts, damages, costs, losses and expenses, including but not limited to attorney's fees and expenses, arising from any gas delivered through the Facilities failing to meet the quality specifications.

**Indemnification.** Customer shall indemnify and hold harmless Columbia, its officers, employees, subcontractors and agents from and against any and all loss, damage, and liability (including attorney's fees and costs and expenses of any suit) from any and all claims for damages on account of or by reason of bodily injury, including death, which may be sustained or claimed to be sustained by any person, including the employees, subcontractors or agents of Columbia or Customer, and from and against any and all damages to property, including loss of use and including property of Columbia, caused by or arising out of or claimed to have been caused by or to have arisen out of an act or omission (including, but not limited to, breach of Customer's obligations, representations and warranties set forth in this Agreement) by Customer, or the agents, subcontractors or employees of Customer in connection with their performance of this Agreement, including any required operation and maintenance, whether or not insured against; provided, however, that the foregoing indemnification will not cover loss, damage, or liability arising from the gross negligence or willful misconduct of Columbia, its agents, subcontractors and employees. Customer shall pay any and all judgments which may be recovered in any such actions, claims, proceedings, or suits in accordance with the foregoing indemnification given by Customer. Notwithstanding the foregoing, in the event of such actions, claims, proceedings or suits, Columbia shall be entitled, if it so elects, to representation by attorneys of its own selection, including attorneys employed by Columbia.

**Insurance.** Customer shall comply and Customer shall cause its contractors and subcontractors to comply with the insurance requirements of Attachment B for the periods during which installation/construction, and operation and maintenance activities for which Customer or its contractors and subcontractors are responsible hereunder will occur.

**Compliance With Applicable Laws.** Columbia and Customer agree to comply with all applicable federal, state and local laws, rules and regulations and orders relating to the installation/construction, operation and maintenance of the Facilities, pipeline, regulation, heater or other facilities.

**Termination Prior to Construction of Facilities; Reimbursement for Columbia's Costs.** This Agreement may be terminated by Columbia or Customer prior to the completion of the construction of the Facilities upon ten days written notice to the other party; provided Customer shall be responsible for reimbursing Columbia for all actual costs and expenses incurred by Columbia as of the effective date of such termination for or relating to the design, regulatory approvals and permitting, purchase of materials and construction and installation of the Facilities (including any decommissioning thereof, if necessary), and Columbia's internal charges, relating to performance of this Agreement by Columbia. To the extent Customer's Contribution exceeds Customer's reimbursement responsibility under this section, such excess will be refunded to Customer. Should this reimbursement provision be triggered, Columbia

will provide Customer with an itemized accounting of the costs to be reimbursed. Such costs shall include cancellation charges incurred for materials and equipment in the event this Agreement is terminated. The obligation to pay accrued or unpaid costs and the indemnification provision herein shall survive the termination of this Agreement.

**Term; Termination After Construction of Facilities.** This Agreement, which provides for the ongoing operation and maintenance of the Facilities after their installation/construction, shall remain in full force and effect for as long as the gas being received through this new point of receipt is actively being received for transportation, pooling or aggregation on Columbia's system pursuant to a Columbia service agreement, and Customer has not breached any of the terms of this Agreement.

Notwithstanding the foregoing, this Agreement and any Columbia obligation to receive gas from Customer through the Facilities at this point of receipt may be terminated by Columbia after completion of construction of the Facilities upon ten days written notice to Customer if: (i) Customer refuses to pay for required maintenance and repairs pursuant to the "Operation and Maintenance" section of this Agreement; (ii) Customer fails to maintain satisfactory access to the meter site pursuant to the "Land Rights; Access" section of this Agreement; (iii) Customer refuses to pay for other necessary equipment pursuant to the "Other Equipment" section of this Agreement; or (iv) Customer fails to comply with or breaches the provisions of this Agreement. If this Agreement is terminated pursuant to this paragraph, such termination shall be without liability, damages, costs or expenses of either party to other parties, including the other party to this Agreement, or to any of their shareholders, directors, officers, employees, agents, consultants or representatives; and Columbia and Customer shall have no further rights or obligations whatsoever pursuant to this Agreement or any service agreement(s).

**Contingencies.** This Agreement is expressly contingent upon:

- (a) Columbia obtaining any and all necessary corporate and financing approvals;
- (b) the receipt of all necessary regulatory approvals and authorizations upon terms acceptable to Columbia and Customer;
- (c) Customer providing proof to Columbia's satisfaction, prior to the construction of the Facilities, that the land on which the Facilities will be constructed is free of "hazardous substances" as that term is defined in the Federal Comprehensive Environmental Response Compensation Liability Act (CERCLA), petroleum or petroleum products, "asbestos material" as that term is defined in 40 CFR 61.41 (1987), polychlorinated biphenyls (PCBs), or "hazardous waste" as that term is defined in the Federal Resource Conservation Recovery Act (RCRA). In the event that any of said above-referenced materials are discovered on said property, the discovering party shall immediately notify the other party of the discovery and existence of said materials. Customer shall initiate actions immediately to have all discovered above-referenced materials cleaned up and removed from the site. Should the release of such materials require notification of any Federal or State regulatory bodies, Customer shall make such notifications forthwith. Columbia shall not be responsible for any construction of Facilities until Customer provides land which meets with Columbia's approval.

**Notices.** Notices to Columbia under this Agreement shall be addressed to it at P. O. Box 1273, Charleston, WV 25325-1273, Attention: Meter Analyst; notices to Customer shall be addressed to it at \_\_\_\_\_ unless and until changed by written notice.

**Governing Law.** This Agreement shall be governed by the laws of the state in which the Facilities are located, except as to any matters subject to federal law and the exclusive jurisdiction of the FERC.

**Waiver.** Columbia's or Customer's failure to exercise its rights under this Agreement, including for any default or defaults of the other party, shall not constitute a waiver of Columbia's or Customer's right to exercise its rights in the future, including for subsequent defaults by the other party.

**Parties In Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

**Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. Further, it is agreed by the Parties that Columbia may assign all or a portion of its rights and obligations under this Agreement without Customer's consent. Customer will not assign its interest under this Agreement without the prior written consent of Columbia; which consent shall not be unreasonably withheld or delayed. Customer also agrees to provide Columbia with written documentation of the assignment.

If you are in agreement with the foregoing, please execute both originals of this Agreement (enclosed) and return with payment to the undersigned at the above address within thirty (30) days from the date of this Agreement.

Sincerely,

COLUMBIA GAS TRANSMISSION, LLC

By: \_\_\_\_\_

Name:

Its:

[CUSTOMER]

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

**ATTACHMENT A**

Facility Request ID: *F-*

Measuring Station Number:  
Measuring Station Name:  
Line No.:

Dth/d:  
Delivery Pressure:  
Estimated Cost:

STATION EQUIPMENT	DESIGN	MATERIAL ACQUISITION	INSTALLATION	OWNERSHIP	OPERATION & MAINTENANCE	REMOVAL
<b>STATION PIPING</b>						
Pipeline Tap & Valve	Columbia	Columbia	Columbia	Columbia	Columbia	Columbia
Station Piping (from tap to meter)	Columbia	Columbia	Columbia	Customer	Columbia	Customer (with Columbia oversight)
Station Piping (Downstream from OPP or meter inlet valve)	Columbia	Customer	Customer	Customer	Customer	Customer
Filter Separator	Columbia	Customer	Customer	Customer	Customer	Customer
Liquid Shutoff Device	Columbia	Customer	Customer	Customer	Customer	Customer
Check Valve	Columbia	Customer	Customer	Customer	Columbia	Customer
<b>MEASUREMENT</b>						
Meter(s) & Meter Run(s)	Columbia	Customer	Customer	Customer	Columbia	Customer
Electronic Measurement(1)	Columbia	Customer	Customer	Customer	Columbia	Customer
Phone Service, Cell, Satellite Service	Columbia	Customer	Customer	Customer	Customer	Customer
Electrical Service	Columbia	Customer	Customer	Customer	Customer	Customer
Meter Risers, Valves, Etc.	Columbia	Customer	Customer	Customer	Columbia	Customer
<b>GAS QUALITY DEVICES (2 and 3)</b>						
Continuous Sampler	Columbia	Customer	Customer	Customer	Columbia	Customer
Gas Chromatograph	Columbia	Customer	Customer	Customer	Columbia	Customer
H2O Monitor (5)	Columbia	Customer	Customer	Customer	Columbia	Customer
H2S Monitor with Shut Off Valve (5)	Columbia	Customer	Customer	Customer	Columbia	Customer
Oxygen Monitor (5)	Columbia	Customer	Customer	Customer	Columbia	Customer
<b>PRESSURE/FLOW CONTROL (2)</b>						
Monitored Regulator	Columbia	Customer	Customer	Customer	Columbia	Columbia
Slam Shut Security Valve	Columbia	Customer	Customer	Customer	Columbia	Columbia
Remote Flow Control Valve	Columbia	Customer	Customer	Customer	Columbia	Columbia
Instrumentation	Columbia	Customer	Customer	Customer	Columbia	Columbia
Indirect Fired Water Bath Heater	Columbia	Customer	Customer	Customer	Columbia	Columbia
<b>MISCELLANEOUS (2)</b>						
Odorizer, Tank and Control System (4)	Columbia	Customer	Customer	Customer	Columbia	Customer
Building	Columbia	Customer	Customer	Customer	Customer	Customer
Fence/Vehicle Barrier	Columbia	Customer	Customer	Customer	Customer	Customer
Catalytic Heater(s)	Columbia	Customer	Customer	Customer	Customer	Customer
Coating/Painting Pipe	Columbia	Customer	Customer	Customer	Customer	Customer
Meter Site Access	Columbia	Customer	Customer	Customer	Customer	Customer

(1) Columbia's EM shall be the sole basis for billing. Columbia shall retain ownership of the EM software.

(2) Columbia reserves right to require additional equipment in the future.

(3) Producer is responsible for the cost of all associated reference gases and helium.

(4) Producer is responsible for the cost of odorant.

(5) Requirement based on gas source.

**ATTACHMENT B**

**CUSTOMER/CONTRACTOR INSURANCE**

**Section 1. Basic Insurance.** Customer will, during the period of construction, operation and/or maintenance of the Facilities described in the agreement to which this attachment is attached, furnish, pay for, and keep in force insurance against such risks and in such amounts as described below. All of Customer's insurance is intended to be and shall be primary with respect to any insurance maintained by Columbia. The risks to be insured against and the amounts of such insurance initially required are as follows:

(a) **Workers' Compensation:** Worker's Compensation: statutory benefits and limits. Insurance shall contain benefits and limits in full compliance with all state and federal requirements. It shall also include Broad Form All States and Voluntary Compensation Endorsements and Employer's Liability Insurance with limits of not less than \$1,000,000 per accident, \$1,000,000 per disease and a \$1,000,000 policy limit on disease. If coverage is obtained from a state fund (such as Ohio or West Virginia), each Party will purchase "Stop Gap" coverage, with minimum limits of \$1,000,000 per occurrence, from a commercial insurer meeting the requirements of this Article.

(b) **Commercial General Liability:** Coverage will include: Premises Operations, Owners' and Contractor's Protective, Contractual, Completed Operations, Broadform Property Damage, Limited Pollution Liability Coverage, and, if applicable, Product Liability.

<b>Combined Single Limit:</b>	<b>Minimum Limits</b>
Bodily Injury . . . . .	\$1,000,000 each occurrence
Property Damage . . . . .	\$1,000,000 each occurrence
Personal Injury . . . . .	\$1,000,000 each occurrence
Annual aggregate,	\$2,000,000

Coverage will expressly include injury or loss resulting from fire, explosion, excavating, pile driving, moving, shoring, or underpinning of structures, and the use of equipment for the purpose of excavating or drilling in streets or elsewhere, including injury or loss to property below the surface. If blasting is necessary, required, or performed by contractor, coverage will be provided by contractor for any and all blasting hazards, including coverage for underground damage and collapse. Fellow employee and contractual exclusions will be deleted.

(c) **Automobile Liability:** Covering owned, non-owned, leased, and hired vehicles. Customer will comply with all applicable no-fault laws.

<b>Combined Single Limit:</b>	<b>Minimum Limits</b>
Bodily Injury . . . . .	\$1,000,000 each occurrence
Property Injury . . . . .	\$1,000,000 each occurrence

(d) **Professional Liability (Architects and Engineers)**: If Customer or any of its subcontractors shall render any architectural engineering services, the Customer shall maintain or shall require any such subcontractor to maintain professional liability insurance. Exclusions for Care, Custody, and Control, Contractual and Pollution (if environmental services are to be provided) Liability will be deleted.

(e.) **Pollution Liability Insurance**: If the Work involves the Contractor handling, transporting, disposing, or performing work or operations with Hazardous Materials or other contaminants, waste or toxic materials, then Contractor shall purchase pollution liability insurance with a combined single limit of not less than \$5,000,000 per occurrence.

(f.) **Umbrella Liability**: Excess or Umbrella Liability Insurance: Customer shall provide excess or umbrella liability insurance with a combined single limit of not less than \$4,000,000 per occurrence and project or per location aggregate. These limits apply in excess of the insurance coverages required for specific Projects.

**Section 2. Special Provisions in Insurance Contracts.** All insurance will be with insurance companies satisfactory to Columbia and will, unless waived in writing by Columbia:

(a) Name Columbia as an additional insured (except Workers' Compensation), and if the insurance contract prohibits an additional insured from being indemnified by contractor, an endorsement excluding such prohibition;

(b) Contain a severability of interest clause or a cross-liability endorsement;

(c) Include a contractual liability coverage endorsement, insuring performance of the indemnity provisions of the agreement to which this attachment is attached;

(d) Contain a waiver of subrogation as to Columbia and its affiliates and the directors, officers, and employees of each; and

(e) Require the insurance companies to provide to Columbia at least a 30-day prior written notice of any proposed cancellation, termination, or modification of the coverage of any insurance.

**Section 3. Certificates of Insurance.** Customer will, not later than the formal signing of the agreement to which this attachment is attached, furnish Columbia with properly executed certificates of insurance showing the coverages and endorsements described above. If requested by Columbia, from time to time during the construction, operation and/or maintenance of the Facilities, contractor will furnish Columbia with copies of the insurance policies and endorsements that provide the coverages then required by Columbia.

**Section 4. Subcontractors' Insurance.** In the event that Customer elects to perform a portion of the Work through the use of Subcontractors, the Customer shall require Subcontractors to comply with the insurance requirements of this Article. The Customer shall contractually obligate its Subcontractors to promptly advise Customer of any lapse of the requisite insurance coverages, and the Customer shall promptly advise Columbia of same. Customer assumes all liability for its Subcontractors' failure to comply with the insurance provisions of this Agreement.