

OCC EXHIBIT NO. _____

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Complaint of Orwell)	
Natural Gas Company,)	
)	
Complainant,)	Case No. 14-1654-GA-CSS
)	Case No. 15-0637-GA-CSS
v.)	
)	
Orwell-Trumbull Pipeline Company, LLC,)	
)	
Respondent.)	

**DIRECT TESTIMONY
OF
GREGORY SLONE**

**On Behalf of
The Office of the Ohio Consumers' Counsel**
*10 West Broad Street, Suite 1800
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October 27, 2015

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ATTACHMENTS

OCC Attachment GS-1	Gregory Slone Testimony History.
OCC Attachment GS-2	Analysis of Orwell's increased gas costs due to the Gas Transportation Service Agreements signed with Orwell-Trumbull Pipeline.
OCC Attachment GS-3	Analysis of Brainard's increased gas costs due to the Gas Transportation Service Agreements signed with Orwell-Trumbull Pipeline.
OCC Attachment GS-4	Gas Transportation Service Agreement between Orwell and Orwell Trumbull Pipeline signed January 1, 2006.
OCC Attachment GS-5	Gas Transportation Service Agreement between Orwell and Orwell Trumbull Pipeline signed July 1, 2008.
OCC Attachment GS-6	Gas Transportation Service Agreement between Orwell and Cobra Pipeline Co., LTD dated January 23, 2008.
OCC Attachment GS-7	Gas Transportation Service Agreement between Orwell and Spelman Pipeline Holdings, LLC dated February 28, 2014
OCC Attachment GS- 8	Gas Transportation Service Agreement between Orwell and North Coast Gas Transmission dated August 23, 2004.
OCC Attachment GS-9	Gas Transportation Service Agreement between Orwell and Dominion (as East Ohio Gas Company d/b/a Dominion East Ohio) dated April 14, 2005.

OCC Attachment GS-10	Transportation Service Agreement between Orwell-Trumbull Pipeline and Newbury Local Schools dated July 27, 2009.
OCC Attachment GS-11	Gas Transportation Service Agreement between Orwell-Trumbull Pipeline and Lake Hospital System, Inc. dated January 30, 2009.
OCC Attachment GS-12	Gas Transportation Service Agreement between Orwell-Trumbull Pipeline and John D Oil and Gas Marketing dated January 15, 2009.
OCC Attachment GS-13	Application of Orwell-Trumbull Pipeline for approval of the Gas Transportation Agreement between Orwell-Trumbull Pipeline and Orwell dated November 20, 2008.
OCC Attachment GS-14	Orwell-Trumbull Pipeline response to OCC Interrogatory 1-31 in Case No. 15-637-GA-CSS.
OCC Attachment GS-15	Orwell response to OCC Interrogatory 1-21 in Case No. 15-637-GA-CSS.
OCC Attachment GS-16	Orwell-Trumbull Pipeline response to OCC Interrogatory 2-33 in Case No. 15-637-GA-CSS.
OCC Attachment GS-17	Orwell-Trumbull Pipeline response to OCC Interrogatory 1-30 in Case No. 15-637-GA-CSS.
OCC Attachment GS-18	Orwell-Trumbull Pipeline response to OCC Interrogatory 2-14 in Case No. 14-1654-GA-CSS.
OCC Attachment GS-19	Orwell-Trumbull Pipeline response to OCC Interrogatory 1-9 in Case No. 14-1654-GA-CSS.
OCC Attachment GS-20	Orwell-Trumbull Pipeline response to OCC Interrogatory 4-58 in Case No. 14-1654-GA-CSS.
OCC Attachment GS-21	Orwell-Trumbull Pipeline response to OCC Request For Production 1-1 in Case No. 14-1654-GA-CSS.
OCC Attachment GS-22	Orwell-Trumbull Pipeline response to OCC Request For Production 1-1 in Case No. 14-1654-GA-CSS.
OCC Attachment GS-23	Orwell-Trumbull Pipeline tariff issued April 16, 2009 in Case No. 09-259-PL-ATA.

I. INTRODUCTION

Q1. PLEASE STATE YOUR NAME, ADDRESS AND POSITION.

A1. My name is Gregory Slone. My business address is 10 West Broad Street, Suite 1800, Columbus, Ohio 43215-3485. I am employed by the Office of the Ohio Consumers' Counsel ("OCC" or "Consumers' Counsel") as a Senior Energy Analyst.

Q2. PLEASE BRIEFLY SUMMARIZE YOUR EDUCATIONAL AND PROFESSIONAL EXPERIENCE?

A2. I received my bachelor's degree in civil engineering from The Ohio State University in 1977, and received the status of a certified chartered industrial gas consultant from the Gas Technology Institute in Chicago, Illinois in 1984.

I joined the OCC in May 2010 as a Senior Energy Analyst. Prior to joining the OCC, I served as vice president of generation services for American Municipal Power, Inc. ("AMP"), where I was responsible for the daily operations of AMP's electric generating plants, which included negotiating all the commodity contracts for purchasing and selling coal, natural gas, and emission allowances. I also developed and directed AMP's natural gas and electric aggregation consulting business. As General Manager of the aggregation business, I negotiated consulting services contracts with more than 40 municipalities throughout Ohio. These consulting services included negotiating price, terms and conditions for

*Testimony of Gregory Slone
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1 natural gas and electric supply with the retail natural gas and electric service
2 providers.

3
4 Prior to AMP, I worked for Columbia Gas of Ohio, Inc. ("Columbia") for a
5 number of years, serving in a number of sales and marketing positions, including
6 Director of Sales. During my employment at Columbia, I was responsible for
7 interacting with customers and retail natural gas marketers on issues related to
8 natural gas costs, supply, and rates. In addition, I negotiated special contracts that
9 involved competitive market issues for major industrial accounts.

10
11 I have also had experience with transactions among affiliated companies. During
12 my tenure at Columbia, I interacted with large industrial customers on a daily
13 basis. At the same time, an affiliate company, Columbia Energy Services
14 ("CES"), was also contacting many of these same industrial customers in an effort
15 to market natural gas services to the customer. CES was one of a number of
16 natural gas marketers working in Ohio, and as an employee of Columbia, we were
17 required to implement corporate separation policies to ensure that any transactions
18 with affiliates were fair and reasonable. We were also required to not disclose
19 certain price sensitive information or share that information with affiliates.

1 ***Q3. WHAT ARE YOUR RESPONSIBILITIES AS AN OCC SENIOR ENERGY***
2 ***ANALYST?***

3 ***A3.*** My duties include research, investigation, and analysis of electric and natural gas
4 utility filings at the state and federal levels, and providing recommendations
5 concerning policy development and implementation in various jurisdictions.
6 Specifically, among other things, I provide policy and technical analysis on both
7 natural gas and electric utility filings at the Public Utilities Commission of Ohio
8 ("PUCO"), including Electric Standard Service Offers ("SSO"), Gas Cost
9 Recovery ("GCR") Audits, Fuel Adjustment Clause Audits, Long-Term Forecast
10 Reports, Infrastructure Replacement Programs, and rate cases.

11

12 ***Q4. HAVE YOU PREVIOUSLY SUBMITTED TESTIMONY OR TESTIFIED***
13 ***BEFORE THE PUCO?***

14 ***A4.*** Yes. This information is attached as OCC Attachment GS-1.

15

16 ***Q5. WHAT DOCUMENTS HAVE YOU REVIEWED IN THE PREPARATION OF***
17 ***YOUR TESTIMONY IN THESE CASES?***

18 ***A5.*** I have reviewed Orwell Natural Gas Company's ("Orwell") Complaint and
19 Request For Relief and Orwell-Trumbull Pipeline Company's ("OTP") Answer in
20 Case Nos. 15-637-GA-CSS and 14-1654-GA-CSS ("Complaint Cases"). I have
21 also reviewed Orwell's and OTP's responses to OCC discovery in these cases. In
22 addition, I attended the Depositions and have reviewed the Deposition Transcripts
23 of Jessica Carothers and Richard Osborne in these cases.

II. PURPOSE OF TESTIMONY

Q6. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A6. The purpose of my testimony is to address certain issues related to transportation service agreements Orwell and Brainard Gas Corporation (“Brainard”) (collectively “the Utilities”) signed with OTP, at the time an affiliated intrastate natural gas pipeline. These transportation service agreements were not prudent and not reasonable, and caused customers of Orwell and Brainard to be charged excessive gas costs. Through my testimony, I will:

1. Explain how gas transportation contracts that Orwell and Brainard entered into with OTP, an affiliated intrastate natural gas pipeline company, were not the product of an arm’s length negotiation and are biased in favor of OTP. As a result, the Utilities’ gas transportation contracts with OTP were not sufficient to reasonably ensure reliable service at minimal prices to the customers. In other words, residential customers were not provided with fair, just, and reasonable gas rates.
2. Provide an appropriate repricing of the gas transportation charges from OTP to the Utilities, since the time the contracts were initially executed. I calculate that the Utilities’ customers paid higher rates than necessary, resulting in \$1,524,586 of excessive gas transportation

1 service charges for Orwell customers and \$12,793 of
2 excessive gas transportation service charges for Brainard
3 customers.¹

- 4 3. Explain how the two invoices OTP sent to Orwell on
5 September 8, 2014 totaling \$2.67 million for the
6 transportation of natural gas volumes delivered off OTP's
7 two-inch lines for the previous four years are not just and
8 reasonable gas costs that should not be charged to Orwell's
9 GCR customers.

10
11 **III. RECOMMENDATION**

12
13 ***Q7. WHAT ARE YOUR RECOMMENDATIONS REGARDING THE UTILITIES'***
14 ***NATURAL GAS TRANSPORTATION SERVICE CONTRACTS WITH***
15 ***ORWELL-TRUMBULL PIPELINE?***

16 **A7.** I have several recommendations that are aimed at assuring that gas rates paid by
17 the Utilities' customers are fair, just, and reasonable, and ensuring that the
18 Utilities' natural gas transportation service agreements with OTP promote
19 minimum prices consistent with an adequate supply of gas.

¹ Although Brainard is not a party to the Complaint case, both Brainard and Orwell are parties to the gas transportation agreement with OTP and the same individual signed the agreement on behalf of Brainard and Orwell. In addition, Brainard has no employees and all the operational duties for Brainard are performed by Orwell employees.

- 1 1. I recommend that the PUCO revoke the July 1, 2008 gas
2 transportation agreement between Orwell and Brainard
3 with OTP, attached as OCC Attachment GS-5, because it
4 was not negotiated as an arm's length agreement.
5 Consequently, this bias toward OTP has caused customers
6 to pay excessive gas transportation costs, resulting in unjust
7 and unreasonable rates to Orwell's and Brainard's GCR
8 customers. In place of the July 2008 Agreement, the PUCO
9 should revise OTP's tariff to set the transportation rate at a
10 more appropriate rate of \$0.50 per Mcf, which is more
11 comparable with the rates of other similar intrastate natural
12 gas pipelines in Ohio.
- 13 2. As a result of this re-pricing the gas transportation charges
14 to the Utilities for gas transported on OTP, I recommend
15 the PUCO order OTP to refund \$1,524,586 to Orwell and
16 \$12,793 to Brainard for excessive charges for gas
17 transportation service for natural gas transported through
18 the OTP system since the agreement was signed in July
19 2008.
- 20 3. The PUCO should find that OTP cannot bill Orwell for the
21 two invoices OTP sent to Orwell on September 8, 2014,
22 which total an additional approximately \$2.67² million for

² The invoices are further explained in detail on page 24.

1 natural gas volumes transported through OTP's two-inch
2 lines for prior years.

- 3 4. Finally, because the Utilities do rely on OTP and Cobra
4 Pipeline Co. LTD ("Cobra") (together "the Pipelines") to
5 provide transportation service, it is critical that the
6 Pipelines be able to provide safe and reliable service at just
7 and reasonable prices. In order to ensure that the Pipelines
8 are being operated properly, I recommend the PUCO
9 require a Commission-ordered investigation ("COI") into
10 the management practices and policies of the Pipelines.

11
12 **IV. ORWELL AND BRAINARD GAS TRANSPORTATION CONTRACTS**
13 **WITH ORWELL-TRUMBULL PIPELINE**

14
15 ***Q8. WHAT GAS TRANSPORTATION CONTRACTS DO ORWELL AND***
16 ***BRAINARD HAVE WITH OTP?***

17 **A8.** Orwell entered into a transportation service agreement with OTP on January 1,
18 2006, attached as OCC Attachment GS-4, and began receiving natural gas
19 deliveries from OTP that year. Orwell, along with Brainard, signed a second
20 agreement with OTP on July 1, 2008, which replaced the 2006 agreement and
21 obligated Orwell and Brainard to transport gas through OTP for a 15-year period,
22 as noted in OCC Attachment GS-5.

1 ***Q9. WERE THE UTILITIES AND ORWELL-TRUMBULL PIPELINE***
2 ***AFFILIATED OR RELATED IN ANY WAY AT THE TIME THE***
3 ***CONTRACTS WERE EXECUTED?***

4 ***A9.*** Yes, in January 2006 and July 2008 at the time the two transportation agreements
5 were signed, both the Utilities and OTP were under the direct control of Richard
6 Osborne. Mr. Osborne was the owner of Orwell and Brainard³ and the Managing
7 Member of OTP.⁴ OTP is owned by the Richard M. Osborne Trust, of which
8 Richard Osborne is the majority shareholder.⁵

9
10 On October 29, 2008, Energy West Incorporated, along with the Utilities and
11 Northeast Ohio Natural Gas Corporation jointly filed an application with the
12 PUCO for approval to transfer stock.⁶ On December 3, 2008, the PUCO approved
13 the transfer of stock and Energy West took over ownership of the three Ohio gas
14 utilities.⁷ In August 2009, Energy, Inc. completed reorganization into a holding
15 company as the successor to Energy West, now a wholly-owned subsidiary of Gas
16 Natural, Inc. ("GNI"). At the time, Richard Osborne was CEO and the Chairman
17 of the Board of GNI.⁸ It is my understanding that an affiliate is a company that

³ Deposition Transcript of Richard M. Osborne at 42 (September 29, 2015).

⁴ Deposition Transcript of Richard M. Osborne at 27-28 (September 29, 2015).

⁵ *In the Matter of the Purchased Gas Adjustment Clause Contained Within the Rate Schedule of Northeast Ohio Natural Gas Corporation*, Case No. 12-209-GA-GCR, and *In the Matter of the Purchased Gas Adjustment Clause Contained Within the Rate Schedule of Orwell Natural Gas Company*, Case No. 12-212-GA-GCR, 2012 Staff Audit Report at 8 (February 28, 2013) ("2012 GCR Cases").

⁶ *In the Matter of the Joint Application of Energy West, Incorporated, Brainard Gas Corporation, Northeast Ohio Natural Gas Corporation and Orwell Natural Gas Company for Approval of the Transfer of Stock*, Case No. 08-1196-GA-UNC at 1 (October 29, 2008).

⁷ 2012 GCR Cases, Staff Audit Report at 8 (February 28, 2013).

⁸ 2012 GCR Cases, Staff Audit Report at 8 (February 28, 2013).

1 shares common ownership with another company. Therefore, when the 2008
2 contract between the Utilities and OTP was signed, the companies were affiliated,
3 since Richard Osborne owned all three companies (Orwell, Brainard and OTP).
4

5 When OTP filed its Application with the PUCO on November 20, 2008, for
6 approval of the 2008 gas transportation agreement between OTP and the Utilities
7 (Case No. 08-1244-PL-AEC), the Application stated that the three companies
8 were under common ownership.⁹ However, OTP indicated in the 08-1244
9 Application that a separate pending application before the PUCO between the
10 Utilities and Energy West, Incorporated would alter the relationship of the three
11 companies. The 08-1244 Application stated that upon approval of the 08-1244
12 Application, OTP would no longer be affiliated with the Utilities.¹⁰ What OTP's
13 08-1244 Application failed to mention was that all three companies (Orwell,
14 Brainard, and OTP) would still continue to be related, because Richard Osborne
15 owned OTP and was also Chairman and CEO of the company that would own the
16 Utilities.
17

18 ***Q10. DID RICHARD OSBORNE SIGN THE TRANSPORTATION CONTRACT***
19 ***ON BEHALF OF THE UTILITIES AND OTP?***

20 ***A10.*** No, however, both Stephen G. Rigo, who signed for OTP and Thomas J. Smith,
21 who signed for Orwell and Brainard, worked directly for Richard Osborne at the

⁹ See November 20, 2008 Application at 2, attached as OCC Attachment GS-13.

¹⁰ See November 20, 2008 Application at 2, attached as OCC Attachment GS-13.

1 time the contracts were executed on July 1, 2008.¹¹ In prior testimony before the
2 PUCO, both Mr. Rigo and Mr. Smith indicated that they reported directly to Mr.
3 Osborne.¹²

4
5 In addition to both Mr. Rigo and Mr. Smith reporting directly to the same person
6 (Richard Osborne), there is a question as to whether Mr. Rigo or Mr. Smith
7 represented the best interests of the parties for whom they signed, or simply
8 followed the direction set forth by their boss, Richard Osborne.

9
10 For example, Mr. Rigo signed the 2008 transportation contract as Executive Vice
11 President of Orwell-Trumbull Pipeline and Mr. Smith signed the contract as
12 President of both Brainard and Orwell.¹³ However, just six months later on
13 January 30, 2009, Mr. Smith signed a transportation service contract on behalf of
14 Orwell-Trumbull Pipeline with Lake Hospital Systems, Inc. ("Lake Hospital") as
15 the President of OTP.¹⁴ In fact, at the same that Mr. Smith was President of the
16 Utilities, he was also OTP's President and COO (from 2004 to 2013).¹⁵

¹¹ See, July 1, 2008 Natural Gas Transportation Service Agreement attached as OCC Attachment GS-5 at 9. See also Deposition Transcript of Richard M. Osborne at 50 (September 29, 2015).

¹² *In the Matter of the Purchased Gas Adjustment Clause Contained Within the Rate Schedule of Northeast Ohio Natural Gas Corporation, Case No. 10-209-GA-GCR, and In the Matter of the Purchased Gas Adjustment Clause Contained Within the Rate Schedule of Orwell Natural Gas Company, Case No. 10-212-GA-GCR*, Direct Testimony of Stephen G. Rigo at 1 (April 8, 2011); Tr. Vol. III at 400 (Rigo) (May 11, 2011). Tr. Vol. IV at 787-788 (Smith)(May 12, 2011) ("2010 GCR Cases").

¹³ See, July 1, 2008 Natural Gas Transportation Service Agreement between Orwell and OTP at 9, attached as OCC Attachment GS-5.

¹⁴ See January 30, 2009 Transportation Firm Service Agreement between Orwell-Trumbull Pipeline and Lake Hospital at 4, attached as OCC Attachment GS-11.

¹⁵ See OTP response to OCC Interrogatory 1-31 in Case No. 15-637-GA-CSS, attached as OCC Attachment GS-14.

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1 In addition, prior to signing the 2008 transportation service agreement as
2 Executive Vice President of OTP, Mr. Rigo signed an agreement with Dominion
3 East Ohio Gas ("Dominion") as the Executive Vice President of Orwell in
4 September 2005.¹⁶ Mr. Smith's title of President and Mr. Rigo's title of Executive
5 Vice President never changed on the various contracts -- just the name of the
6 company that they worked for at the time changed. Clearly, Mr. Rigo and Mr.
7 Smith made little distinction between Orwell and OTP. They worked for Richard
8 Osborne and any other distinction was secondary.

9
10 This lack of distinction between personnel of the Utilities and OTP is further
11 reinforced by a response to OCC discovery. OCC requested a list of each
12 employee who has held an officer and/or management position with OTP,
13 including each individual's title and the date they began as an officer or manager
14 for OTP. OTP responded with the following information: 1) Thomas Smith was
15 President and COO of OTP from 2004 through 2013, and 2) Stephen Rigo was
16 Executive Vice President of OTP from 2004 through 2013.¹⁷ So when Thomas
17 Smith signed the 2008 Agreement with OTP as the President of Orwell, he was
18 also serving as President of OTP. In a similar manner, when Stephen Rigo signed
19 a 2005 Agreement with Dominion East Ohio Gas as Executive Vice President of
20 Orwell, he was also serving as Executive Vice President of OTP.

¹⁶ See April 14, 2005 Agreement between Orwell and The East Ohio Gas Company at 3- 4, attached as OCC Attachment GS-9.

¹⁷ See OTP's response to OCC Interrogatory 1-31 in Case No. 15-637-GA-CSS attached as OCC Attachment GS-14.

**Q11. DO THE CONTRACTS BETWEEN ORWELL AND ORWELL-TRUMBULL
PIPELINE SHOW A BIAS TOWARDS THE THEN AFFILIATED PIPELINE
COMPANY?**

A11. Yes. The 2006 agreement between Orwell and OTP had a three-year term at \$0.95 per Mcf for *interruptible gas* transportation service.¹⁸ In addition, the 2006 agreement had the effect of reducing the volumes of natural gas Orwell was transporting through Dominion. This contract showed bias toward OTP because Orwell agreed to pay OTP \$0.95 per Mcf for *interruptible* transportation service, while Orwell had been previously paying Dominion only approximately \$0.92 per Mcf¹⁹ for *firm* transportation service, which is a considerably more valuable service for residential consumers.

Firm transportation service is more valuable than interruptible transportation service because, as the name implies, the service is firm (or available) 24 hours a day, 365 days a year. This type of service is essential to residential GCR customers, because as human needs customers, they need to be assured of service during the peak cold winter heating season. On the other hand, interruptible transportation service can be interrupted and is often not available during the coldest parts of the winter heating season.

¹⁸ See January 1, 2006 Agreement between Orwell and OTP at 5, 8 and 16, attached as OCC Attachment GS-4.

¹⁹ See April 14, 2005 Agreement between Orwell and The East Ohio Gas Company at 9, attached as OCC Attachment GS-9.

1 In addition to the 2006 agreement between Orwell and OTP being for a less
2 valuable interruptible transportation service, other similar intrastate pipelines
3 were charging non-related and non-affiliated customers significantly less for
4 interruptible service. For example, both Spelman Pipeline Holdings, LLC
5 (“Spelman”) and Cobra Pipeline Co., LTD (“Cobra”) have tariffs with a
6 transportation rate for interruptible service for \$0.50 per Dth,²⁰ compared to the
7 \$0.95 per Mcf rate that Orwell paid to OTP. The fact that the rate that Orwell paid
8 OTP for interruptible transportation service is almost twice the rate that other
9 pipelines were charging for a similar service suggests the lack of an arm’s length
10 relationship. A reasonable arm’s length transaction should have produced a
11 transportation rate on the OTP system of approximately \$0.50 per Mcf.

12
13 Similarly, the 2008 agreement between the Utilities and OTP was also not
14 negotiated at arm’s length and shows an even greater bias towards OTP than the
15 2006 contract Orwell signed with OTP for the following reasons:

- 16 1. The transportation rate that OTP charged Orwell and
17 Brainard is not commensurate with the rates the Utilities
18 paid other similarly situated pipelines;
- 19 2. OTP has agreements with other transportation customers at
20 significantly lower transportation rates than what OTP
21 charged Orwell and Brainard;

²⁰ Both Mcf and Dth are simply units of measure used to determine the amount of natural gas transported or consumed. Mcf is measured in cubic feet and Dth is measured in therms or btus. Typically, one Dth equals approximately 970 cubic feet of natural gas. One Mcf equals 1,000 cubic feet of natural gas.

- 1 3. The 2008 agreement provides OTP with the exclusive right
2 to transport all of the Utilities' natural gas supply for a 15-
3 year term,²¹ which is significantly longer than normal for
4 this type of agreement; and
- 5 4. The 2008 agreement between the Utilities and OTP was for
6 interruptible transportation service, replacing a similarly
7 priced transportation agreement Orwell had negotiated with
8 Dominion for firm transportation service. To the extent that
9 the OTP agreement was needed to provide Orwell's
10 customers with gas during peak winter periods, reliance on
11 interruptible transportation service was unreasonable and
12 imprudent, because the interruptible service is not reliable
13 during high demand winter periods when residential GCR
14 customers have the greatest need for natural gas service.
- 15 5. The Dominion firm service contract with Orwell did not
16 grant Dominion the exclusive right to transport gas for
17 Orwell. Thus, Orwell had significant flexibility under the
18 Dominion contract that it does not have under the OTP
19 contract.
- 20 6. As can be seen in the 2008 agreement between the Utilities
21 and OTP, the contact information demonstrates a lack of
22 institutional separation between these two Richard Osborne

²¹ See, July 1, 2008 Natural Gas Transportation Service Agreement between Orwell and OTP at 5, attached as OCC Attachment GS-5.

1 owned/controlled companies. For example, the contact
2 information has the same address for both Orwell Natural
3 Gas and Orwell-Trumbull Pipeline. The contact phone
4 number listed for Orwell is the same number listed for
5 OTP. In addition, the email address for Steve Rigo, who
6 signed on behalf of OTP, is "srigo@orwellgas.com", which
7 is an email address for Orwell Natural Gas, not Orwell-
8 Trumbull Pipeline.

9
10 ***Q12. DID THIS BIAS TOWARD OTP THAT WAS CREATED WITH THE 2008***
11 ***AGREEMENT BETWEEN THE UTILITIES AND ORWELL-TRUMBULL***
12 ***PIPELINE RESULT IN GCR CUSTOMERS PAYING TOO MUCH FOR***
13 ***NATURAL GAS?***

14 ***A12.*** Yes. Since July 2008, when the 15-year contract between the Utilities and OTP
15 was executed, Orwell's GCR customers have paid \$1,524,586 more than they
16 otherwise would have paid, had the contract between Orwell and OTP been part
17 of an arm's length negotiation. The 2008 contract amounted to an unreasonable
18 and imprudent gas transportation agreement. Orwell's residential GCR customers
19 should be protected from paying excessive charges caused by these actions.

20
21 In addition, Brainard's GCR customers have paid \$12,793 more than they
22 otherwise would have paid had the contract between Brainard and OTP been part
23 of a reasonable arm's length negotiation.

**Q13. IS THE TRANSPORTATION RATE THE UTILITIES PAY OTP UNDER
THE 2008 AGREEMENT COMMENSURATE WITH OTHER SIMILARLY
SITUATED PIPELINES IN OHIO?**

A13. No. Orwell takes transportation service from four intrastate pipeline companies: OTP, Cobra, Spelman, and North Coast Gas Transmission, LLC ("North Coast"). Of these four pipelines, OTP and Cobra are owned by Richard Osborne. Spelman is owned by GNI, while North Coast is independent. Cobra's rate is \$0.50 per Dth.²² Spelman's rate is \$0.50 per Dth.²³ North Coast's rate is \$0.25 per Dth.²⁴ OTP's rate was \$0.95 per Mcf for the 2012 - 2014 audit period and due to an escalation clause in the contract, it is currently \$1.01 per Mcf²⁵ -- more than double the rates charged by the other three pipelines.²⁶

<u>Pipeline</u>	<u>Transportation Charge</u>	<u>Relationship to Utilities</u>
Cobra	\$0.50/Dth	Formerly affiliated/related
OTP	\$0.95/Mcf ²⁷	Formerly affiliated/related
Spelman	\$0.50/Dth	Affiliated
North Coast	\$0.25/Dth	Independent, no relationship

²² See, January 24, 2008 Transportation Service Agreement between Orwell and Cobra at 1, attached as OCC Attachment GS-6.

²³ See February 28, 2014 Transportation Service Agreement between Orwell and Spelman at 2, attached as OCC Attachment GS-7.

²⁴ See August 23, 2004 Transportation Service Agreement between Orwell and North Coast at 16, attached as OCC Attachment GS-8.

²⁵ Both Mcf and Dth are simply units of measure used to determine the amount of natural gas transported or consumed. Mcf is measured in cubic feet and Dth is measured in therms or btus. Typically, one Dth equals approximately 970 cubic feet of natural gas. One Mcf equals 1,000 cubic feet of natural gas.

²⁶ See, July 1, 2008 Natural Gas Transportation Service Agreement between Orwell and OTP at 11, attached as OCC Attachment GS-5.

²⁷ This rate is currently \$1.01/Mcf due to an escalator clause in the contract.

1 ***Q14. DO YOU HAVE OTHER CONCERNS REGARDING THE 2008***

2 ***AGREEMENT WITH OTP IN ADDITION TO THE RATE?***

3 ***A14.*** Yes. The 2008 agreement Orwell signed with OTP is for a 15-year term whereby
4 OTP has exclusive rights to transport all natural gas delivered to Orwell.²⁸ The
5 term of the contract is unusually long, but more importantly the exclusivity
6 clause²⁹ in the agreement is unduly burdensome and is likely to cause GCR
7 customers to pay rates that may not be fair, just, and reasonable in the future.

8
9 The agreement states that “[Orwell] agrees that during the term of this
10 Transportation Service Agreement it will use only OTP’s pipelines to transport
11 gas for any of its customers; provided, however, that this exclusive use of the
12 OTP pipelines shall remain in effect as long as OTP has available capacity within
13 its pipelines.”³⁰ By signing this agreement Orwell was committed to taking gas
14 from the OTP system, regardless of whether less expensive opportunities may
15 arise over the next 15 years. Interestingly, while Orwell was prevented from
16 taking service from any other pipeline for 15 years, OTP was not similarly
17 restricted. OTP retained the option of serving additional or other customers if an
18 opportunity arose for OTP to transport at a higher, or lower, rate than Orwell was
19 paying. OTP had that option, even if it meant daily gas capacity being used by
20 Orwell and their human needs customers would have to be interrupted.

²⁸ See, July 1, 2008 Natural Gas Transportation Service Agreement between Orwell and OTP at 5, attached as OCC Attachment GS-5.

²⁹ See July 1, 2008 Natural Gas Transportation Service Agreement between Orwell and OTP at 4, attached as OCC Attachment GS-5.

³⁰ See July 1, 2008 Natural Gas Transportation Service Agreement between Orwell and OTP at 4, attached as OCC Attachment GS-5.

1 ***Q15. DO YOU HAVE ANY OTHER CONCERNS RELATED TO THE 2008***
2 ***CONTRACT?***

3 **A15.** Yes. Because of the exclusivity clause in the contract, Orwell's ability to diversify
4 its pipeline transportation options is negatively impacted. In previous orders the
5 PUCO has long preferred that Local Distribution Companies ("LDCs") minimize
6 their reliance on affiliated pipelines for transportation service.³¹ The exclusivity
7 clause in the 2008 agreement also negatively impacts the Utilities ability to
8 diversify commodity supply options. The PUCO has also preferred that LDCs
9 diversify both their commodity and gas transportation services whenever
10 financially feasible.³²

11
12 In this case, by agreeing to the exclusivity clause, Orwell acted contrary to PUCO
13 precedent. First, Orwell increased its reliance on a related pipeline -- OTP -- when
14 it signed the 15-year transportation agreement to exclusively use OTP whenever
15 capacity existed in the pipeline. Second, at the same time that Orwell signed the
16 2008 contract, it abandoned or dismantled a number of taps with Dominion that
17 gave Orwell the ability and option to transport gas from Dominion. Thus, Orwell
18 reduced the potential diversity of supply options when the Dominion taps were
19 dismantled or abandoned. The reasonable and prudent action (as has been
20 previously recognized by the PUCO) would have been to increase diversity of

³¹ *In the Matter of the Investigation Into the Gas Purchasing Practices and Policies of Columbia Gas of Ohio, Inc.*, Case No. 83-135-GA-COI, and *In the Matter of the Regulation of the Purchased Gas Adjustment Clause Contained Within the Rate Schedules of Columbia Gas of Ohio, Inc. and Related Matters*, Case No. 84-6-GA-GCR, Opinion and Order at 20 (October 8, 1985).

³² *Id* at 20, 22, and 25.

1 supply actions by adding OTP as a potential transportation provider, while
2 retaining the services option provided by the Dominion taps.

3
4 The cost of maintaining both supply options (i.e. Dominion and OTP) did not
5 outweigh the benefits of supply diversity and the availability of lower cost gas.
6 Orwell abandoned approximately ten interconnects with Dominion.³³ The
7 monthly meter charge at each interconnect was approximately \$125 per month.³⁴
8 Based on these charges, Orwell could have maintained a back-up supply source
9 for the majority of its customers for about \$15,000 per year. At a cost of less than
10 \$2.00 per customer per year, this charge would have provided Orwell with very
11 inexpensive back-up to its interruptible service with OTP, to serve human needs
12 customers.

13
14 Based on my reading of the issues and policy positions taken in PUCO's Opinion
15 and Order in a Columbia Gas of Ohio GCR case, Case Nos. 83-135-GA-COI and
16 84-6-GA-GCR, the PUCO was critical of Columbia for its over-reliance on its
17 affiliate pipeline transportation service provider, Columbia Gas Transmission
18 Company.³⁵ In addition, the PUCO ordered Columbia to take steps to diversify its

³³ Deposition Transcript of Richard M. Osborne at 55, 117-119 (September 29, 2015).

³⁴ Deposition Transcript of Richard M. Osborne at 119 (September 29, 2015).

³⁵ *In the Matter of the Investigation Into the Gas Purchasing Practices and Policies of Columbia Gas of Ohio, Inc.*, Case No. 83-135-GA-COI, and *In the Matter of the Regulation of the Purchased Gas Adjustment Clause Contained Within the Rate Schedules of Columbia Gas of Ohio, Inc. and Related Matters*, Case No. 84-6-GA-GCR, Opinion and Order at 20 (October 8, 1985).

1 gas commodity and transportation options.³⁶ The 2008 contract between Orwell
2 and OTP is contrary to the PUCO directives in the Columbia Case.

3
4 ***Q16 WHY DO YOU STATE THAT ORWELL-TRUMBULL PIPELINE HAS***
5 ***AGREEMENTS WITH OTHER CUSTOMERS TO TRANSPORT NATURAL***
6 ***GAS AT SIGNIFICANTLY LOWER TRANSPORTATION RATES THAN***
7 ***ORWELL PAYS?***

8 ***A16.*** An example of OTP charging non-affiliates or non-related companies a lower
9 transportation rate is a 2009 contract between OTP and Newbury Local Schools
10 that has a transportation rate of \$0.90 per Mcf, which is less than the rate Orwell
11 pays for transportation.³⁷ Moreover, Newbury Local Schools' agreement is for
12 firm transportation service, while Orwell pays a higher rate of \$0.95 per Mcf for
13 interruptible transportation service.³⁸

14
15 Also, on January 30, 2009, just seven months after the 15-year 2008 Orwell
16 contract with OTP was executed, OTP signed an agreement with Lake Hospital.
17 to provide transportation service for a period of 12 years³⁹ at a rate not to exceed
18 \$0.31 per Mcf.⁴⁰ Not only was this agreement for one-third the rate OTP was

³⁶ Id.

³⁷ July 28, 2009 Transportation Service Agreement between Orwell-Trumbull Pipeline and Newbury Local Schools at 4, attached as OCC Attachment GS-10.

³⁸ July 28, 2009 Transportation Service Agreement between Orwell-Trumbull Pipeline and Newbury Local Schools at 4, attached as OCC Attachment GS-10.

³⁹ See January 30, 2009 Transportation Firm Service Agreement between Orwell-Trumbull Pipeline and Lake Hospital at 2, attached as OCC Attachment GS-11.

⁴⁰ See January 30, 2009 Transportation Firm Service Agreement between Orwell-Trumbull Pipeline and Lake Hospital at 3, attached as OCC Attachment GS-11.

1 charging Orwell, this agreement was also for firm transportation service, while
2 Orwell's higher \$0.95/Mcf rate was for interruptible transportation service. And
3 while the term of the agreement was for a similarly long period as the Orwell
4 contract (i.e. twelve years verses fifteen years), Lake Hospital was able to
5 negotiate a below market rate for the extended length of the contract, while
6 Orwell ended up paying double the going rate for interruptible service of other
7 intrastate pipelines in Ohio. The significantly lower rate that lake Hospital paid
8 justified the twelve year length of the contract.

9
10 In addition, a number of Orwell's and Brainard's distribution customers are
11 currently receiving transportation service from OTP through a February 26, 2009
12 agreement between OTP and John D. Oil & Gas Marketing, LLC ("JDOG
13 Marketing").⁴¹ This agreement provides firm service to over 20 commercial
14 and/or industrial customers at a rate of \$0.50 per Mcf.⁴² This is another example
15 of a party negotiating a firm service agreement, which should be more expensive
16 than an interruptible agreement, for a rate that is half what Orwell agreed to pay
17 OTP for an interruptible agreement just six months earlier. While the \$0.50 per
18 Mcf rate is significantly lower than the \$0.95/Mcf rate that Orwell pays to OTP, it
19 is practically the same rate that Orwell pays other pipelines -- Spelman and Cobra
20 -- for transportation service. The \$0.50 per Mcf rate appears to be a more

⁴¹ See February 26, 2009 Transportation Service Agreement No. 101 between Orwell-Trumbull Pipeline and John D. Oil & Gas Marketing, LLC at 3, attached as OCC Attachment GS-12.

⁴² See February 26, 2009 Transportation Service Agreement No. 101 between Orwell-Trumbull Pipeline and John D. Oil & Gas Marketing, LLC at 2-3, attached as OCC Attachment GS-12.

1 appropriate rate for Orwell to pay OTP. That is, had the rate been determined
2 through an arm's length negotiation.
3

4 ***Q17. HAVE YOU CALCULATED HOW MUCH ORWELL-TRUMBULL HAS***
5 ***OVERCHARGED ORWELL, TO THE DETRIMENT OF GCR CUSTOMERS,***
6 ***FOR TRANSPORTATION SERVICE FOR GAS DELIVERED THROUGH***
7 ***THE OTP SYSTEM?***

8 ***A17.*** Yes. In response to OCC discovery,⁴³ Orwell provided the gas supply volumes
9 delivered through the OTP system⁴⁴ from July 2008 (the date the 2008 contract
10 between the Utilities and OTP was executed) through May 2015. The data
11 provided included the gas volumes invoiced by OTP each month, the OTP
12 transportation rate for that month, and the resulting monthly invoice Orwell paid
13 to OTP for gas transportation services.
14

15 From July 2008 through May 2015, OTP delivered a total of 3,333,000 Mcf to
16 Orwell. OTP's gas transportation rate was \$0.95 per Mcf from July 2008 through
17 December 2014 and \$1.01/Mcf from January 2015 through May 2015. These
18 volumes and rates resulted in OTP invoices to Orwell for gas transportation of
19 \$3,191,124 for the period. Using a more market appropriate transportation rate of
20 \$0.50 per Mcf as previously discussed, the OTP invoices to Orwell should have
21 been \$1,666,538 for the same period. Therefore, due to the biased contract that

⁴³ See Orwell's response to OCC Interrogatory 1-21 in Case No. 15-637-GA-CSS attached as OCC Attachment GS-15.

⁴⁴ See Attachment GS-2 (Analysis of Orwell's increased gas costs due to the July 1, 2008 Gas Transportation Service Agreement between Orwell and Orwell-Trumbull Pipeline).

1 Orwell signed with OTP, Orwell's GCR customers were over-charged by
2 \$1,524,586 for the period July 2008 through May 2015.

3
4 ***Q18. HAVE YOU CALCULATED HOW MUCH ORWELL-TRUMBULL HAS***
5 ***OVERCHARGED BRAINARD, TO THE DETRIMENT OF GCR***
6 ***CUSTOMERS, FOR TRANSPORTATION SERVICE FOR GAS DELIVERED***
7 ***THROUGH THE OTP SYSTEM?***

8 ***A18.*** Yes. Using the same methodology for Brainard, in response to OCC discovery,⁴⁵
9 OTP provided the annual gas supply volumes delivered through the OTP system⁴⁶
10 from 2008 through July 2015. During this period, Orwell-Trumbull delivered a
11 total of 26,766 Mcf to Brainard. OTP's gas transportation rate was \$0.95 per Mcf
12 from July 2008 through December 2014 and \$1.01/Mcf from January 2015
13 through July 2015. The total amount of OTP invoices to Brainard for gas
14 transportation was \$25,588 for the period. Using a more market appropriate
15 transportation rate of \$0.50 per Mcf, as previously discussed, the OTP invoices to
16 Brainard should have been \$12,794 for the same period. Therefore, due to the
17 biased contract that Brainard signed with OTP, Brainard's GCR customers were
18 over-charged by \$12,794 for the period 2008 through July 2015.

⁴⁵ See OTP's response to OCC Interrogatory 2-33 in Case No. 15-637-GA-CSS, attached as OCC Attachment GS-16.

⁴⁶ See Attachment GS-3 (Analysis of Brainard's increased gas costs due to the July 1, 2008 Gas Transportation Service Agreement between Brainard and Orwell-Trumbull Pipeline).

1 ***Q19. ARE THERE ISSUES OTHER THAN THE HIGH TRANSPORTATION***
2 ***RATE THAT MAY HAVE ALSO INCREASED COSTS TO GCR***
3 ***CUSTOMERS?***

4 ***A19.*** Yes. The shrink rate (or gas retainage rate) of 3.7%⁴⁷ that OTP charges Orwell is
5 significantly higher than the Unaccounted-for Gas (“UFG”) reported by other gas
6 companies in Ohio. For example, in a recent Suburban Natural Gas Company,
7 GCR case before the PUCO, for the 12 months ended August 2012, the UFG was
8 0.11%, while for the 12 months ended August 2013 UFG was 0.34%.⁴⁸ From
9 2008 through 2012, Duke Energy Ohio’s UFG varied from a low of 0.55% to a
10 high of 1.57%.⁴⁹ Vectren Energy Delivery of Ohio, Inc. reported an Unaccounted-
11 for Gas percentage that ranged between 1.18% and 1.73% for a five year period
12 from 2004 through 2008.⁵⁰ Finally, the most recent Columbia Gas of Ohio GCR
13 Audit showed that the UFG rate varied from a low of (0.23%) to 1.69% over a ten
14 year period from 1998 through 2007.⁵¹

⁴⁷ See OTP’s response to OCC Interrogatory 1-30 in Case No. 15-637-GA-CSS, attached as OCC Attachment GS-17.

⁴⁸ *In the Matter of the Regulation of the Purchased Gas Adjustment Clauses Contained Within the Rate Schedules of Suburban Natural Gas Company and Related Matters*, Case No. 14-216-GA-GCR, PUCO Staff Audit Report at 17 (July 31, 2014).

⁴⁹ *In the Matter of the Regulation of the Purchased Gas Adjustment Clauses Contained Within the Rate Schedules of Duke Energy Ohio, Inc. and Related Matters*, Case No. 12-218-GA-GCR, Management/Performance Audit Report at 5-18 (November 15, 2012).

⁵⁰ *In the Matter of the Regulation of the Purchased Gas Adjustment Clauses Contained Within the Rate Schedules of Vectren Energy Delivery of Ohio. and Related Matters*, Case No. 08-220-GA-GCR, Management/Performance Audit Report at 5-16 (March 27, 2009).

⁵¹ *In the Matter of the Regulation of the Purchased Gas Adjustment Clauses Contained Within the Rate Schedules of Columbia Gas of Ohio, Inc. and Related Matters*, Case No. 08-221-GA-GCR, Management/Performance Audit Report at VI-2 (November 20, 2008).

1 Although OTP is an intrastate pipeline, rather than a local distribution company
2 (“LDC”), like the gas companies discussed above, the Unaccounted-for Gas rates
3 for the LDCs are significantly lower than the shrink rate OTP is charging Orwell.
4 Rather than a higher shrink rate, I would expect OTP’s rate to be lower than the
5 UFG rate for the LDCs. OTP’s lines were installed within the last ten years,⁵²
6 making them significantly newer than most of the LDC lines. This should provide
7 for much lower gas leakage rates for OTP. In addition, since OTP is an intrastate
8 pipeline, the number of gas meters on OTP’s system is significantly fewer than
9 the distribution companies, reducing gas lost to theft or meter bypass.

10
11 **V. DISPUTED INVOICES ORWELL RECEIVED FROM ORWELL-**
12 **TRUMBULL PIPELINE / GREAT PLAINS EXPLORATION**

13
14 ***Q20. PLEASE EXPLAIN THE BASIC RELATIONSHIP BETWEEN ORWELL,***
15 ***ORWELL-TRUMBULL PIPELINE AND GREAT PLAINS EXPLORATION***
16 ***THAT LED TO THE DISPUTED INVOICES SENT TO ORWELL BY***
17 ***ORWELL-TRUMBULL PIPELINE / GREAT PLAINS EXPLORATION.***

18 ***A20.*** OTP is an intrastate natural gas pipeline that began operation in 2006 and
19 provides transportation service to various gas production, gas distribution, and gas
20 marketing companies in northeast Ohio, including Orwell Natural Gas.⁵³ Orwell is
21 a local gas distribution utility that provides natural gas service to approximately

⁵² Deposition Transcript of Jessica Carothers at 24-26 (September 28, 2015).

⁵³ Deposition Transcript of Jessica Carothers at 95 (September 28, 2015).

1 7,750 residential and 900 commercial end-users in northeast Ohio.⁵⁴ Great Plains
2 Exploration (“GPE”) is a gas and oil exploration and production company based
3 in Mentor, Ohio, which also transports natural gas on OTP’s system. All three
4 companies were owned or controlled by Richard Osborne at various times during
5 the past fifteen years. Orwell is currently part of GNI, while Richard Osborne
6 continues to own 85.93% of OTP,⁵⁵ and Great Plains Exploration is currently in
7 bankruptcy trusteeship.⁵⁶

8
9 ***Q21. WHY DID ORWELL TRUMBULL PIPELINE SEND TWO INVOICES TO***
10 ***ORWELL ON SEPTEMBER 8, 2014?***

11 ***A21.*** In response to OCC discovery, OTP stated that “Prior to the invoices being
12 created, a verbal agreement had been made by and between GNI [Orwell’s parent
13 company] and Orwell Trumbull Pipeline Company and Great Plains Exploration
14 that the [two-inch] gathering lines installed by Orwell Trumbull Pipeline
15 Company / Great Plains Exploration would be purchased by GNI, and
16 transportation costs incurred over past year’s usage of said pipelines would be
17 satisfied at that time.”⁵⁷ Richard Osborne repeated this claim in a deposition.⁵⁸

⁵⁴ *In the Matter of the Regulation of the Purchased Gas Adjustment Clauses Contained Within the Rate Schedules of Brainard Gas Corporation, Northeast Ohio Natural Gas Corporation and Orwell Natural Gas Company*, Case Nos. 14-206-GA-GCR, 14-209-GA-GCR and 14-212-GA-GCR, PUCO Staff Report. Financial Audit of the Gas Cost Recovery Mechanism for the Effective GCR Period at 7 (January 27, 2015).

⁵⁵ See OTP response to OCC Interrogatory 2-14 in Case No. 14-1654-GA-CSS attached as OCC Attachment GS-18.

⁵⁶ Deposition Transcript of Jessica Carothers at 30 (September 28, 2015).

⁵⁷ See OTP response to OCC Interrogatory 1-9 in Case No. 14-1654-GA-CSS attached as OCC Attachment GS-19.

⁵⁸ Deposition Transcript of Richard M. Osborne at 147-148, 154 (September 29, 2015).

1 ***Q22. IS THERE A DOCUMENTED AGREEMENT BETWEEN ORWELL-***
2 ***TRUMBULL PIPELINE AND GAS NATURAL, INC. OR ORWELL***
3 ***REGARDING THE TWO-INCH OTP LINES?***

4 **A22.** No. In fact, in his deposition, Mr. Osborne acknowledged that there was no
5 documentation or memorandum of any kind.⁵⁹ Mr. Osborne claims that a verbal
6 agreement existed between OTP and GNI, however any such verbal agreement
7 between the parties is highly unlikely in this situation since Mr. Osborne was the
8 Chairman and CEO of GNI and the owner of the two-inch lines that are part of the
9 OTP system.⁶⁰ Therefore, any verbal agreement Mr. Osborne would have made
10 concerning natural gas transportation on the two inch gathering lines would have
11 been made with himself.

12
13 ***Q23. WHO OWNS THE 2 INCH GATHERING LINES?***

14 **A23.** Both Jessica Carothers, in her deposition on September 28, 2015,⁶¹ and Richard
15 Osborne, in his deposition on September 29, 2015,⁶² indicated that the two-inch
16 lines were owned wholly and solely by OTP despite the fact that GPE is listed on
17 the bills that were sent to Orwell. In addition, in response to discovery, OTP

⁵⁹ Deposition Transcript of Richard M. Osborne at 154 (September 29, 2015).

⁶⁰ See OTP response to OCC Interrogatory 2-14 in Case No. 14-1654-GA-CSS attached as OCC Attachment GS-18.

⁶¹ Deposition Transcript of Jessica Carothers at 34 (September 28, 2015).

⁶² Deposition Transcript of Richard M. Osborne at 135 (September 29, 2015).

1 responded that Orwell-Trumbull Pipeline owns 100% of the two-inch gathering
2 lines.⁶³

3

4 ***Q24. WHAT DOES ORWELL-TRUMBULL PIPELINE PROPOSE TO CHARGE***
5 ***ORWELL FOR TRANSPORTATION ON THE TWO INCH GATHERING***
6 ***LINES?***

7 ***A24.*** OTP submitted two invoices to Orwell dated September 8, 2014 for natural gas
8 delivered through the two-inch gathering lines. The first invoice was for volumes
9 delivered to “farm taps” on the two-inch lines for the years 2010 through 2014
10 totaling \$1,470,381.23 for 1,547,769.7 Mcf at a transportation rate of
11 \$0.95/Mcf.⁶⁴ The second invoice was for metered volumes delivered on the two-
12 inch gathering lines for a total of \$1,199,749.50 for 1,262,894.2 Mcf at a
13 transportation rate of \$0.95/Mcf.⁶⁵

14

15 ***Q25. DID ORWELL-TRUMBULL PIPELINE PREVIOUSLY CHARGE ORWELL***
16 ***FOR THE TRANSPORTATION OF THESE GAS VOLUMES AT THE TIME***
17 ***THE GAS WAS DELIVERED TO ORWELL FROM 2010 TO 2014?***

18 ***A25.*** Yes. OTP has already invoiced Orwell the \$1,470,381.23 and the \$1,199,749.50
19 through monthly invoices from 2010 – 2014 for the volumes delivered through

⁶³ See OTP response to OCC Interrogatory 4-58 in Case No. 14-1654-GA-CSS attached as OCC Attachment GS-20.

⁶⁴ See OTP response to OCC RPD 1-1 in Case No. 14-1654-GA-CSS attached as OCC Attachment GS-21.

⁶⁵ See OTP response to OCC RPD 1-1 in Case No. 14-1654-GA-CSS attached as OCC Attachment GS-22.

1 the two-inch lines that are owned by OTP and a part of the OTP system.⁶⁶ OTP
2 agrees that Orwell has already paid \$0.95 per Mcf for each Mcf transported
3 through the two-inch lines.⁶⁷ OTP also confirmed that by paying these two
4 September 8, 2014 invoices Orwell would be paying twice for the transportation
5 of the same natural gas at a total rate of \$1.90 per Mcf,⁶⁸ rather than the tariff rate
6 of \$0.95 per Mcf for transportation services.

7

8 ***Q26. IS ORWELL-TRUMBULL PIPELINE A PUBLIC UTILITY?***

9 ***A26.*** Section 4905.03(F) of the Ohio Revised Code states “A pipe-line company, when
10 engaged in the business of transporting natural gas, oil or coal or its derivatives
11 through pipes or tubing, either wholly or partly within this state, but not when
12 engaged in the business of the transport associated with gathering lines, raw
13 natural gas liquids, or finished product natural gas liquids;” is a public utility.
14 Based on my reading of the statute, and on advice of counsel, it is my belief that
15 because OTP transports natural gas for Orwell and other customers wholly within
16 Ohio, OTP is a public utility.

17

18 ***Q27. DOES OTP HAVE A PUCO APPROVED TARIFF FOR TRANSPORTING***
19 ***GAS ON THESE TWO-INCH LINES?***

20 ***A27.*** Yes. OTP has an approved tariff effective April 16, 2009 filed pursuant to PUCO
21 Entry dated April 15, 2009 in Case No. 09-259-PL-ATA.

⁶⁶ Deposition Transcript of Jessica Carothers at 43-44 and 51 (September 28, 2015).

⁶⁷ Deposition Transcript of Jessica Carothers at 51 (September 28, 2015).

⁶⁸ Deposition Transcript of Jessica Carothers at 51 (September 28, 2015).

1 **Q28. DOES ORWELL-TRUMBULL PIPELINE HAVE AUTHORITY TO CHARGE**
2 **ORWELL AN ADDITIONAL CHARGE FOR GAS TRANSPORTED ON THE**
3 **TWO INCH LINES?**

4 **A28.** No. In addition to other provisions, OTP's tariff provides for the term and
5 transportation rate to be established pursuant to a written Service Agreement to be
6 submitted to the PUCO for approval prior to the commencement of any
7 transportation service.⁶⁹ The service agreement between Orwell and OTP, filed on
8 July 1, 2008, contains a transportation rate of \$0.95/Mcf for all lines owned by
9 Orwell-Trumbull Pipeline in Northeastern Ohio.⁷⁰ The agreement does not
10 contain a separate fee for transportation on the two-inch lines. As a matter of fact,
11 the agreement makes no distinction or separation between the two-inch lines,
12 four-inch lines or eight-inch lines that make up the OTP system.

13
14 **Q29. ARE THE TWO-INCH LINES OWNED BY ORWELL-TRUMBULL**
15 **PIPELINE GATHERING LINES?**

16 **A29.** No. The two-inch lines that OTP refers to as gathering lines are simply another
17 piece of the OTP system. OTP does not meter the gas at the interconnection of its
18 eight-inch line or four-inch lines to the two-inch lines. It operates as one system,
19 because it is one system. OTP's tariff does not differentiate between the two-inch
20 lines, the four-inch lines, or the eight-inch lines. The two-inch lines do receive
21 natural gas from production wells in the area, but since the two-inch lines are

⁶⁹ See OTP Tariff filed in Case No. 09-259-PL-ATA at Original Sheet No. 3, attached as OCC Attachment GS-23.

⁷⁰ See, July 1, 2008 Natural Gas Transportation Service Agreement between Orwell and OTP at 10 and 11, attached as OCC Attachment GS-5.

1 utilized to transport natural gas to end-users, they are just another part of the OTP
2 system. OTP admits that there is no distinction between the different size lines as
3 far as measurement is concerned,⁷¹ and while OTP refers to the lines as gathering
4 lines, “all of OTP is operated under the PUCO as high-pressure distribution
5 [lines]”.⁷²

6
7 ***Q30. HAS ORWELL-TRUMBULL PIPELINE ALREADY BENEFITED FROM***
8 ***ORWELL SERVING ADDITIONAL CUSTOMERS BY TAPPING THE TWO-***
9 ***INCH LINES?***

10 ***A30.*** Yes.⁷³ OTP’s revenues increase by \$0.95/Mcf on all gas volumes Orwell sells to
11 its customers from Orwell’s distribution pipelines extended from OTP’s two-inch
12 lines. Without Orwell tapping and extending its distribution lines from the two-
13 inch lines, the amount of natural gas OTP would be able to transport for Orwell
14 and GNI Resources would be significantly reduced.

15
16 ***Q31. DOES ORWELL OWE ORWELL-TRUMBULL PIPELINE FOR THE TWO***
17 ***INVOICES RECEIVED IN SEPTEMBER 2014 TOTALING***
18 ***APPROXIMATELY \$2.67 MILLION?***

19 ***A31.*** No. The invoices sent by OTP in September 2014 for transportation on OTP’s
20 two-inch lines are inappropriate charges that have no contractual or tariff basis.
21 Orwell has already paid OTP \$0.95/Mcf for transportation of all the gas included

⁷¹ Deposition Transcript of Jessica Carothers at 106 (September 28, 2015).

⁷² Deposition Transcript of Jessica Carothers at 107 (September 28, 2015).

⁷³ Deposition Transcript of Richard M. Osborne at 156-157 (September 29, 2015).

1 on the two September 2014 invoices. The two-inch lines are part of the OTP
2 system, just like the four-inch and eight-inch lines.
3

4 **VI. CONCLUSION**
5

6 ***Q32. WHAT IS YOUR RECOMMENDATION?***

7 **A32.** The July 1, 2008 gas transportation service agreement between the Utilities and
8 OTP, an affiliated company, was not negotiated at an arm's length and showed a
9 bias towards Orwell-Trumbull Pipeline. I recommend the PUCO find that the gas
10 transportation service rates charged by OTP under this agreement were
11 unreasonable and imprudent. As a result, I recommend the PUCO prohibit the
12 Utilities from charging its customers transportation rates based on the 2008 gas
13 transportation agreement between the Utilities and OTP. I also recommend the
14 PUCO set OTP's tariff rate for transportation service to Orwell and Brainard at
15 \$0.50 per Mcf. OTP's rate would then be comparable to other intrastate gas
16 pipelines tariff rates in Ohio. It would also help alleviate the detrimental impact
17 on Orwell's and Brainard's residential customers' GCR rates that resulted from a
18 contract that was not the result of arm's length bargaining.
19

20 With regard to the issue of re-pricing the gas transportation service charges from
21 OTP, I recommend the PUCO order OTP to refund \$1,524,586 to Orwell for
22 excessive charges for natural gas transportation services for gas transported
23 through the OTP system for the period July 2008 through May 2015. I also

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1 recommend the PUCO order OTP to refund \$12,714 to Brainard for excessive
2 charges for natural gas transportation services for gas transported through the
3 OTP system for the period July 2008 through July 2015.

4
5 Also, I recommend the PUCO preclude OTP from charging Orwell for the two
6 invoices dated September 8, 2014 for gas transportation volumes that had
7 previously been billed by OTP and paid for by Orwell.

8
9 In addition, I recommend the PUCO review OTP's current shrink rate of 3.7% of
10 gas retained for gas transported by Orwell and Brainard on OTP's pipeline
11 system. For a relatively newly constructed pipeline, OTP's shrink rate of 3.7% for
12 Orwell appears to be excessive, especially when compared to other natural gas
13 companies operating in Ohio.

14 Finally, due to the serious nature of OTP's actions and efforts which led to
15 increased cost to the Utilities' GCR customers, I recommend the PUCO order a
16 Commission-ordered investigation ('COI') into the management practices and
17 policies of all Richard Osborne controlled intrastate pipelines. This would include
18 not only OTP, but Cobra Pipeline, as well. The COI is necessary to ensure that the
19 pipelines are safe and reliable, that their rates are just and reasonable, and that
20 OTP treats all its customers, including Orwell and Brainard, in a non-
21 discriminatory manner.

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1 ***Q33. DOES THIS CONCLUDE YOUR TESTIMONY AT THIS TIME?***

2 ***A33.*** Yes, however, I reserve the right to incorporate new information that may
3 subsequently become available. I also reserve the right to supplement my
4 testimony in response to positions taken by the PUCO Staff or the Utilities.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing *Direct Testimony of Gregory Slone* on behalf of the Office of the Ohio Consumers' Counsel has been served upon those persons listed below via electronic service this 27th day of October, 2015.

/s/ Ajay Kumar
Ajay Kumar
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Gregory Slone
Testimony Submitted on Public Utility Regulation

- *In the Matter of Northeast Ohio's and Orwell's Purchased Gas Adjustment Clauses*, Case No. 10-209-GA-GCR and Case No. 10-212-GA-GCR (April 18, 2011)
- *In the Matter of the Application of Columbia Gas of Ohio, Inc. for Approval of a General Exemption of Certain Natural Gas Commodity Sales Services or Ancillary Services*, Case No. 08-1344-GA-EXM (July 8, 2011)
- *In the Matter of the Application of Columbia Gas of Ohio, Inc. for Approval of a General Exemption of Certain Natural Gas Commodity Sales Services or Ancillary Services*, Case No. 08-1344-GA-EXM (Rebuttal Testimony - July 14, 2011)
- *In the Matter of the Application of The Dayton Power and Light Company to Establish a Fuel Rider*, Case No. 11-5730-EL-FAC (October 4, 2012)
- *In the Matter of the Application of The Dayton Power and Light Company for Approval of its market Rate Offer*, Case No. 12-426-EL-SSO (March 1, 2013)
- *In the Matter of Northeast Ohio's and Orwell's Purchased Gas Adjustment Clauses*, Case No. 12-209-GA-GCR and Case No. 12-212-GA-GCR (July 1, 2013)
- *In the Matter of the Complaint of Ormet Primary Aluminum Corporation v. Ohio Power Company d/b/a/ AEP Ohio*, Case No. 13-2206-EL-CSS (April 22, 2014)
- *In the Matter of the Regulation of the Purchased Gas Adjustment Clauses Contained within the Rate Schedules of Brainard Gas Corporation, Northeast Ohio Natural Gas Corporation and Orwell Natural Gas Company and Related Matters*, Case No. 14-206-GA-GCR, Case No. 14-209-GA-GCR and Case No. 14-212-GA-GCR (July 23, 2015)

Orwell-Trumbull Pipeline Charges for Gas Transportation Service to Orwell Natural Gas

	Total Volume Mcf	Less Free Gas Mcf	Volume Invoiced Mcf	Rate \$/Mcf	OTP Invoice for Gas \$	Adjusted OTP Rate \$/Mcf	Adjusted Invoice from OTP \$
Jul-08	5,755.0	0.0	5,755.0	\$ 0.95	\$ 5,467.25	\$ 0.50	\$ 2,877.50
Aug-08	0.00	0.00	0.00	\$ 0.95	\$ -	\$ 0.50	\$ -
Sep-08	0.00	0.00	0.00	\$ 0.95	\$ -	\$ 0.50	\$ -
Oct-08	21,005.3	156.5	20,848.8	\$ 0.95	\$ 19,806.36	\$ 0.50	\$ 10,424.40
Nov-08	36,839.0	379.1	36,459.9	\$ 0.95	\$ 34,636.91	\$ 0.50	\$ 18,229.95
Oec-08	55,433.5	1,110.9	54,322.6	\$ 0.95	\$ 51,606.47	\$ 0.50	\$ 27,161.30
Jan-09	67,306.0	1,682.2	65,623.8	\$ 0.95	\$ 62,342.61	\$ 0.50	\$ 32,811.90
Feb-09	58,091.1	687.9	57,403.2	\$ 0.95	\$ 54,533.04	\$ 0.50	\$ 28,701.60
Mar-09	42,345.5	285.8	42,059.7	\$ 0.95	\$ 39,956.72	\$ 0.50	\$ 21,029.85
Apr-09	31,937.3	116.1	31,821.2	\$ 0.95	\$ 30,230.14	\$ 0.50	\$ 15,910.60
May-09	18,338.5	234.7	18,103.8	\$ 0.95	\$ 17,198.61	\$ 0.50	\$ 9,051.90
Jun-09	9,681.4	159.1	9,522.3	\$ 0.95	\$ 9,046.19	\$ 0.50	\$ 4,761.15
Jul-09	6,554.1	108.4	6,445.7	\$ 0.95	\$ 6,123.42	\$ 0.50	\$ 3,222.85
Aug-09	7,921.9		7,921.9	\$ 0.95	\$ 7,525.81	\$ 0.50	\$ 3,960.95
Sep-09	10,336.8	295.6	10,041.2	\$ 0.95	\$ 9,539.14	\$ 0.50	\$ 5,020.60
Oct-09	39,965.0	232.1	39,732.9	\$ 0.95	\$ 37,746.26	\$ 0.50	\$ 19,866.45
Nov-09	28,850.0	415.5	28,434.5	\$ 0.95	\$ 27,012.78	\$ 0.50	\$ 14,217.25
Dec-09	68,006.0	1,239.2	66,766.8	\$ 0.95	\$ 63,428.46	\$ 0.50	\$ 33,383.40
Jan-10	67,640.0	1,615.7	66,024.0	\$ 0.95	\$ 62,722.80	\$ 0.50	\$ 33,012.00
Feb-10	73,045.1	1,071.1	71,974.0	\$ 0.95	\$ 68,375.30	\$ 0.50	\$ 35,987.00
Mar-10	44,922.9	866.5	44,056.4	\$ 0.95	\$ 41,853.58	\$ 0.50	\$ 22,028.20
Apr-10	25,829.1	423.8	25,405.3	\$ 0.95	\$ 24,135.04	\$ 0.50	\$ 12,702.65
May-10	27,225.3	349.3	26,876.0	\$ 0.95	\$ 25,532.20	\$ 0.50	\$ 13,438.00
Jun-10	4,715.9	209.1	4,506.8	\$ 0.95	\$ 4,281.46	\$ 0.50	\$ 2,253.40
Jul-10	5,888.1	101.8	5,786.3	\$ 0.95	\$ 5,496.99	\$ 0.50	\$ 2,893.15
Aug-10	6,471.0	160.6	6,310.4	\$ 0.95	\$ 5,994.88	\$ 0.50	\$ 3,155.20
Sep-10	6,686.1	219.0	6,467.1	\$ 0.95	\$ 6,143.75	\$ 0.50	\$ 3,233.55
Oct-10	29,520.1	235.8	29,284.3	\$ 0.95	\$ 27,820.09	\$ 0.50	\$ 14,642.15
Nov-10	42,532.5	570.7	41,961.8	\$ 0.95	\$ 39,863.71	\$ 0.50	\$ 20,980.90
Dec-10	80,567.9	1,278.5	79,289.4	\$ 0.95	\$ 75,324.93	\$ 0.50	\$ 39,644.70
Jan-11	70,497.3	1,351.3	69,146.0	\$ 0.95	\$ 65,688.70	\$ 0.50	\$ 34,573.00
Feb-11	97,166.0	1,557.1	95,608.9	\$ 0.95	\$ 90,828.46	\$ 0.50	\$ 47,804.45
Mar-11	58,736.5	916.6	57,819.9	\$ 0.95	\$ 54,928.91	\$ 0.50	\$ 28,909.95
Apr-11	37,218.9	561.7	36,657.2	\$ 0.95	\$ 34,824.34	\$ 0.50	\$ 18,328.60
May-11	16,555.2	317.0	16,238.2	\$ 0.95	\$ 15,426.29	\$ 0.50	\$ 8,119.10
Jun-15	7,807.9	145.5	7,662.4	\$ 0.95	\$ 7,279.28	\$ 0.50	\$ 3,831.20
Jul-11	8,201.0	103.1	8,097.9	\$ 0.95	\$ 7,693.01	\$ 0.50	\$ 4,048.95
Aug-11	5,567.2	158.4	5,408.8	\$ 0.95	\$ 5,138.36	\$ 0.50	\$ 2,704.40
Sep-11	10,748.5	104.0	10,644.5	\$ 0.95	\$ 10,112.28	\$ 0.50	\$ 5,322.25
Oct-11	22,792.5	215.2	22,577.3	\$ 0.95	\$ 21,448.44	\$ 0.50	\$ 11,288.65
Nov-11	32,529.1	481.1	32,048.0	\$ 0.95	\$ 30,445.60	\$ 0.50	\$ 16,024.00
Dec-15	57,367.3	888.3	56,479.0	\$ 0.95	\$ 53,655.05	\$ 0.50	\$ 28,239.50
Jan-12	84,377.6	1,101.5	83,276.1	\$ 0.95	\$ 79,112.30	\$ 0.50	\$ 41,638.05
Feb-12	64,311.3	1,260.5	63,050.8	\$ 0.95	\$ 59,898.26	\$ 0.50	\$ 31,525.40
Mar-12	35,232.2	369.7	34,862.5	\$ 0.95	\$ 33,119.38	\$ 0.50	\$ 17,431.25
Apr-12	37,329.3	550.5	36,778.8	\$ 0.95	\$ 34,939.86	\$ 0.50	\$ 18,389.40
May-12	11,328.5	388.9	10,939.6	\$ 0.95	\$ 10,392.62	\$ 0.50	\$ 5,469.80
Jun-12	7,836.6	217.5	7,619.1	\$ 0.95	\$ 7,238.15	\$ 0.50	\$ 3,809.55
Jul-12	8,315.3	74.8	8,240.5	\$ 0.95	\$ 7,828.48	\$ 0.50	\$ 4,120.25
Aug-12	9,804.4	183.5	9,620.9	\$ 0.95	\$ 9,139.86	\$ 0.50	\$ 4,810.45
Sep-12	21,513.3	203.4	21,309.9	\$ 0.95	\$ 20,244.41	\$ 0.50	\$ 10,654.95

OCC Attachment GS-2

Oct-12	30,920.1	342.1	30,578.0	\$ 0.95	\$ 29,049.10	\$ 0.50	\$ 15,289.00
Nov-12	56,211.1	706.7	55,504.4	\$ 0.95	\$ 52,729.18	\$ 0.50	\$ 27,752.20
Dec-12	60,127.9	789.7	59,338.2	\$ 0.95	\$ 56,371.29	\$ 0.50	\$ 29,669.10
Jan-13	90,068.0	1,410.4	88,657.6	\$ 0.95	\$ 84,224.72	\$ 0.50	\$ 44,328.80
Feb-13	91,734.5	1,352.6	90,381.9	\$ 0.95	\$ 85,862.81	\$ 0.50	\$ 45,190.95
Mar-13	81,665.3	1,188.6	80,476.7	\$ 0.95	\$ 76,452.87	\$ 0.50	\$ 40,238.35
Apr-13	35,604.2	817.4	34,786.8	\$ 0.95	\$ 33,047.46	\$ 0.50	\$ 17,393.40
May-13	22,131.1	571.7	21,559.4	\$ 0.95	\$ 20,481.43	\$ 0.50	\$ 10,779.70
Jun-13	16,373.7	284.0	16,089.7	\$ 0.95	\$ 15,285.22	\$ 0.50	\$ 8,044.85
Jul-13	11,200.4	10,661.0	539.4	\$ 0.95	\$ 512.43	\$ 0.50	\$ 269.70
Aug-13	10,049.8	213.0	9,836.8	\$ 0.95	\$ 9,344.96	\$ 0.50	\$ 4,918.40
Sep-13	12,415.4	173.3	12,242.1	\$ 0.95	\$ 11,630.00	\$ 0.50	\$ 6,121.05
Oct-13	32,410.5	313.0	32,097.5	\$ 0.95	\$ 30,492.63	\$ 0.50	\$ 16,048.75
Nov-13	68,075.3	754.5	67,320.8	\$ 0.95	\$ 63,954.76	\$ 0.50	\$ 33,660.40
Dec-13	102,296.8	1,148.5	101,148.3	\$ 0.95	\$ 96,090.89	\$ 0.50	\$ 50,574.15
Jan-14	128,356.7	2,367.6	125,989.1	\$ 0.95	\$ 119,689.65	\$ 0.50	\$ 62,994.55
Feb-14	103,731.8	798.0	102,933.8	\$ 0.95	\$ 97,787.11	\$ 0.50	\$ 51,466.90
Mar-14	103,829.9	1,105.3	102,724.6	\$ 0.95	\$ 97,588.37	\$ 0.50	\$ 51,362.30
Apr-14	38,221.5	852.2	37,369.3	\$ 0.95	\$ 35,500.84	\$ 0.50	\$ 18,684.65
May-14	19,037.0	354.7	18,682.3	\$ 0.95	\$ 17,748.19	\$ 0.50	\$ 9,341.15
Jun-14	10,017.7	217.6	9,800.1	\$ 0.95	\$ 9,310.10	\$ 0.50	\$ 4,900.05
Jul-14	11,244.7	152.1	11,092.6	\$ 0.95	\$ 10,537.97	\$ 0.50	\$ 5,546.30
Aug-14	12,364.1	131.0	12,233.1	\$ 0.95	\$ 11,621.45	\$ 0.50	\$ 6,116.55
Sep-14	13,638.1	208.9	13,429.2	\$ 0.95	\$ 12,757.74	\$ 0.50	\$ 6,714.60
Oct-14	28,833.7	384.7	28,449.0	\$ 0.95	\$ 27,026.55	\$ 0.50	\$ 14,224.50
Nov-14	81,472.2	646.2	80,826.0	\$ 0.95	\$ 76,784.70	\$ 0.50	\$ 40,413.00
Dec-14	75,042.3	1,020.7	74,021.6	\$ 0.95	\$ 70,320.52	\$ 0.50	\$ 37,010.80
Jan-15	120,835.0	1,635.5	119,199.5	\$ 1.01	\$ 120,391.50	\$ 0.50	\$ 59,599.75
Feb-15	148,745.0	1,402.7	147,342.3	\$ 1.01	\$ 148,815.72	\$ 0.50	\$ 73,671.15
Mar-15	85,060.9	1,111.1	83,949.8	\$ 1.01	\$ 84,789.30	\$ 0.50	\$ 41,974.90
Apr-15	41,657.4	562.6	41,094.8	\$ 1.01	\$ 41,505.75	\$ 0.50	\$ 20,547.40
May-15	20,401.0	309.6	20,091.4	\$ 1.01	\$ 20,292.31	\$ 0.50	\$ 10,045.70

Total 3,392,419.40 59,341.60 3,333,077.50 \$ 3,191,124.46 \$ 1,666,538.75

Orwell Overpayment to Orwell-Trumbull Pipeline =

\$ 1,524,586

**Orwell-Trumbull Pipeline Charges for Gas
Transportation Service to Brainard Natural Gas**

	Total Volume Mcf	Rate \$/Mcf	OTP Invoice for Gas \$	Adjusted OTP Rate \$/Mcf	Adjusted Invoice from OTP \$
2008	4,041	\$0.95	\$3,838.95	\$0.50	\$1,919.48
2009	3,262	\$0.95	\$3,098.90	\$0.50	\$1,549.45
2010	4,388	\$0.95	\$4,168.60	\$0.50	\$2,084.30
2011	4,393	\$0.95	\$4,173.35	\$0.50	\$2,086.68
2012	1,952	\$0.95	\$1,854.40	\$0.50	\$927.20
2013	2,860	\$0.95	\$2,717.00	\$0.50	\$1,358.50
2014	3,199	\$0.95	\$3,039.05	\$0.50	\$1,519.53
2015 *	2,671	\$1.01	\$2,697.71	\$0.50	\$1,348.86
Total	26,766		\$25,587.96		\$12,793.98

Overpayment to Orwell-Trumbull = **\$12,793.98**

* 2015 volumes are through July 2015

Total volumes from Orwell-Trumbull Response to OCC INT 2-33, Case No. 15-637-GA-GSS

OTPC / Orwell

NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

BY THIS AGREEMENT, executed this 1st day of January, 2006 Orwell-Trumbull Pipeline Co., LLC ("OTPC") and Orwell Natural Gas Company ("Shipper"), OTPC and Shipper are hereinafter sometimes referred to collectively as the Parties and individually as a Party) for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby recite and agree as follows:

RECITALS

WHEREAS, OTPC owns a natural gas transmission pipeline system described on Exhibit A to this Agreement (Pipeline); and

WHEREAS, OTPC is an Ohio intrastate pipeline operating natural gas pipelines and related facilities located within the State of Ohio under authority of the Public Utility Commission of Ohio; and

WHEREAS, Shipper desires to utilize OTPC's Pipeline for the transportation of natural gas within the State of Ohio; and

WHEREAS, OTPC has agreed to provide such transportation to Shipper subject to the terms and conditions hereof.

WITNESSETH: In consideration of the mutual covenants herein contained, the Parties hereto agree that OTPC will transport for Shipper, on an Interruptible basis, and Shipper will furnish, or cause to be furnished, to OTPC natural gas for such transportation during the term hereof, at prices and on the terms and conditions hereinafter provided:

AGREEMENTS

DEFINITIONS

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used herein and shall be construed to have the meaning as follows:

- A. **"Btu"** shall mean the British thermal unit as defined by international standards.
- B. **"Business Day"** shall mean any weekday, excluding federal banking holidays.
- C. **"Central Clock Time"** (C.T.) shall mean Central Standard Time adjusted for Daylight Savings Time.
- D. **"Company"** means OTPC, its successors and assigns.
- E. **"Customer"** means any individual, governmental, or corporate entity taking transportation service hereunder.
- F. **"Dekatherm"** or **"Dth"** means the Company's billing unit measured by its thermal value. A dekatherm is 1,000,000 Btus. Dekatherm shall be the standard unit for purposes of nominations, scheduling, invoicing, and balancing.
- G. **"Delivery Point(s)"** shall mean the specific measurement location(s) listed on **Exhibit B** at which OTPC delivers Shipper-owned Gas to Shipper and Shipper receives such Gas from OTPC. **Exhibit B** is hereby incorporated into this Agreement.
- H. **"Delivery Volume"** shall mean the volume of Gas actually taken at the Delivery Point(s) by or on behalf of Shipper.

' shall mean that each Dth Shipper tenders at the Receipt Point will be delivered to Shipper's Delivery Point(s) minus OTPC's Shrinkage without interruption except under Force Majeure conditions or an energy emergency declared by the Commission.

J. **"Gas"** shall mean natural gas of interstate pipeline quality.

K. **"Gas Day" or "Day"** shall mean a period of 24 consecutive hours, beginning at 9:00 a.m. Central Clock Time, as adjusted for Daylight Savings Time, and the date of the Day shall be that of its beginning.

L. **"Heating Value"** shall mean the gross heating value on a dry basis, which is the number of British thermal units produced by the complete combustion at constant pressure of the amount of dry gas (gas containing no water vapor) that would occupy a volume of one Cubic Foot at 14.73 psia and 60° F with combustion air at the same temperature and pressure as the gas, the products of combustion being cooled to the initial temperature of the gas and air, and the water formed by combustion condensed to the liquid state.

M. **"Imbalance"** shall mean the daily difference between the Dths tendered by or for Customer's account at the Receipt Point minus OTPC's Shrinkage and the metered volumes allocated to Shipper at the Delivery Point(s).

N. **"Interruptible"** shall mean that each Dth Shipper tenders at the Receipt Point will be delivered to Shipper's Delivery Point(s) less OTPC's Shrinkage if OTPC, using reasonable judgment, determines that capacity exists after all the Firm transport needs are accounted for to permit redelivery of tendered gas.

O. **"Maximum Daily Quantity" or "(MDQ)"** shall mean the maximum daily firm natural gas quantity which Shipper shall be entitled to nominate during any 24-hour period. Shipper's MDQ shall be negotiated between Shipper and OTPC and incorporated into Shipper's Service Agreement with OTPC.

- P. **"Month"** shall mean a calendar month beginning at 9:00 a.m. Central clock time on the first day of the calendar month and ending at 9:00 a.m. Central clock time the first day of the following calendar month.
- Q. **"OTPC System"** shall mean the intrastate pipeline system owned by OTPC.
- R. **"Nomination"** shall mean the confirmed Quantity of Gas which Shipper shall arrange to have delivered to the Receipt Point(s) for redelivery by OTPC to the Delivery Point(s). The Nomination shall include sufficient gas to account for OTPC's Shrinkage.
- S. **"Operational Flow Order" or "OFO"** shall mean a declaration made by OTPC that conditions are such that OTPC can only safely transport an amount of Gas during a calendar day equal to the amount of Gas which Shipper will actually receive at the Receipt Point on that calendar day. OTPC shall only declare an Operational Flow Order if an upstream pipeline declares an operational flow order or otherwise restricts the flow of Gas which normally would be delivered to OTPC at the Receipt Point.
- T. **"Overrun"** shall mean any volume of Gas actually transported which, as measured on a daily basis, exceeds the maximum daily quantity (MDQ) established by this Agreement.
- U. **"PUCO" or "Commission"** means the Public Utilities Commission of Ohio or any successor governmental authority.
- V. **"Quantity of Gas"** shall mean the number of units of gas expressed in Dth or MMBtu unless otherwise specified.
- W. **"Receipt Point(s)"** shall mean those measurement locations where Shipper-owned gas enters OTPC's system.
- X. **"Service Agreement"** Each Customer shall sign an individual Agreement with OTPC prior to commencement of service that identifies the Receipt Point and Delivery Point(s),

the MDQ, declares whether the transportation is Firm or Interruptible and establishes the cost for the transportation. The Service Agreements shall be filed with the Commission pursuant to Section 4905.31, Revised Code for approval.

- Y. **"Shrinkage"** shall mean the quantity of Gas required by OTPC to replace the estimated quantity of Gas which is required for compressor fuel, and lost-or-unaccounted-for Gas when transporting the tendered quantities. This percentage is set forth in **Exhibit B**.
- Z. **"Written Notice"** shall mean a legible communication received by the intended recipient of the communication by United States mail, express courier, or confirmed facsimile. Written Notice may also be provided by Email, but shall not be effective until such time as (a) the Email is acknowledged by the intended recipient; (b) or a copy of such Email is received by the intended recipient by US mail, express courier, or facsimile.

I. DELIVERY AND TRANSPORTATION

1.1 Shipper shall arrange with suppliers of Shipper's selection to have Gas in an amount not to exceed Shipper's MDQ adjusted for OTPC's Shrinkage as specified on **Exhibit B**, tendered to the Receipt Point(s) as specified on **Exhibit B**, for delivery into the OTPC Pipeline on Shipper's behalf. OTPC shall then redeliver, on an **Interruptible basis**, such quantities, **less OTPC's Shrinkage, to Shipper**, or on behalf of Shipper, at the Delivery Point(s) as specified on **Exhibit B**. All transportation by OTPC for Shipper shall be governed by OTPC's then current transportation tariff on file with the PUCO, except as expressly modified hereby.

1.2 For planning purposes, Shipper shall provide Written Notice, at least three (3) business days prior to the start of each calendar Month, to OTPC of the amount of Gas it intends to transport each day of the upcoming Month. Shipper shall submit its Nomination to OTPC by no later than 10:00 a.m, Central Clock Time for Gas flow the following day. This nomination should correspond to scheduled deliveries Shipper makes on the upstream interstate pipeline and downstream local distribution company operating the applicable Delivery Point(s). Should the Shipper desire to modify its Nomination either on the current Day or after the Nomination deadline for Gas flow the following day, OTPC shall make every attempt to accommodate Shipper's request provided OTPC can confirm such quantities with the upstream pipeline at the Receipt Point(s) and downstream entity at the Delivery Point(s).

1.3 Shipper shall be permitted to have delivered into and removed from OTPC's Pipeline its nominated Gas volume, adjusted for OTPC's Shrinkage, up to the MDQ previously agreed to and found on **Exhibit B**.

1.4 If any of the interstate pipelines interconnected with OTPC issues an operational flow order then OTPC may issue its own matching OFO on its Pipeline that will apply to all Shippers. The OFO may restrict Shippers to nominate into the OTPC Pipeline only that volume of Gas which Shipper will have redelivered the same day adjusted for Shrinkage. OTPC will use its best efforts to limit such OFO to just the time necessary to comply with applicable upstream interstate OFOs. OTPC will only assess OFO penalties on a pro-rata basis if OTPC is actually assessed penalties by an applicable upstream pipeline.

1.5 Imbalances caused by Shipper at the Delivery Point(s) shall be resolved by OTPC and Shipper within thirty (30) days. Imbalances at the Receipt Point are governed by the terms and conditions of the upstream pipeline(s) delivering into OTPC. Any imbalance charges or penalties or costs of any kind incurred by OTPC as a result of Shipper's over or under delivery of natural gas into OTPC's system, either on a daily or monthly basis, will be reimbursed by Shipper within ten (10) days of receipt thereof. If Shipper fails to make any payments under this

Agreement when due, OTPC has the right to terminate this Agreement upon two (2) days notice, unless such payment is made by the date specified in the termination notice.

1.6 Shipper warrants that it has title to all Gas delivered to OTPC, free and clear of all claims, liens, and other encumbrances, and further covenants and agrees to indemnify and hold harmless from all claims, demands, obligations, suits, actions, debts, accounts, damages, costs, losses, liens, judgments, orders, attorneys fees, expenses and liabilities of any kind or nature arising from or attributable to the adverse claims of any and all other persons or parties relating to such Gas tendered by Shipper at the Receipt Point.

II. QUANTITY AND PRICE

2.1 Shipper shall pay OTPC a Commodity Rate plus Shrinkage, as stated on **Exhibit B**, for each volume of Gas delivered to the Delivery Point(s).

*Three year term
w/o ever-
green provis*

III. TERM

3.1 The term of this Agreement shall commence on January 1, 2006 and end on December 31, 2008.

IV. MEASUREMENT AND QUALITY OF GAS

4.1 Measurement of the Gas delivered and billed to Shipper shall be based upon an allocation conducted by the operator of the Delivery Point(s). Disputes regarding allocated throughput shall be handled in accordance with the tariff of the Delivery Point(s) operator. Billings for all receipts and deliveries hereunder shall be made on a thermal basis in Dth. OTPC shall provide to Shipper at Shipper's request, pertinent tariff information pertaining to method of allocating deliveries at Delivery Point(s).

4.2 All Gas delivered under this Agreement shall be commercially free from solid and liquid impurities and shall satisfy all pipeline quality standards reasonably established from time to time by OTPC and upstream or downstream pipelines.

V. BILLING AND PAYMENT

5.1 On or about the tenth (10th) day of each calendar month, OTPC will render to Shipper a statement setting forth the total volume of Gas delivered hereunder for Shipper during the immediately preceding Month. In the event OTPC was not able to take actual meter readings at any meter, or if OTPC has not received the necessary meter statements from the owner or operator of any applicable meter in time for preparation of the monthly statement, OTPC may use an estimated Gas delivery volume based upon confirmed nominations. Any

such estimated delivery volume shall be corrected in the first statement after the actual meter readings become available.

5.2 In the event of a meter failure a reconstructed bill using the best information available shall be used.

5.3 Shipper agrees to pay OTPC the amount payable according to such statement on or before the twenty-fifth (25th) day of the month or within ten (10) days of receipt of the invoice whichever is later.

5.4 Failure to tender payment within the above specified time limit shall result in a monthly interest charge of one and one half percent (1-1/2%) per month on the unpaid balance. In addition, should Shipper's payment be delinquent by more than thirty (30) days, OTPC shall have the right, at its sole discretion, to terminate this Agreement and to terminate Gas transportation in addition to its seeking other legal redress. OTPC will first contact Shipper about any payment issues and try to resolve those issues in a reasonable manner.

5.5 Any notice, request, demand, statement, or other correspondence shall be given by Written Notice to the Parties hereto, as set forth below:

Shipper: Orwell Natural Gas Company
8500 Station Street, Suite 100
Mentor, Ohio 44060
EMAIL: tsmith13@sprynet.com
PHONE: (440) 974-3770
FAX: (440) 974-0844
ATTN: Thomas J. Smith

OTPC: OTPC Gas Transmission Company, LLC
8500 Station Street
Suite 100
Mentor, OH 44060
EMAIL: srigo@orwellgas.com
PHONE (440) 974-3770
FAX: (440) 205-8680
ATTN: Stephen G. Rigo

VI. FORCE MAJEURE

6.1 Except with regards to a party's obligation to make payment due under Section 5 and Imbalance Charges under Section 2, neither party shall be liable to the other for failure to perform a firm obligation; to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 6.2.

6.2 Force Majeure shall include but not be limited to the following (1) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii); (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, terrorism, insurrections or wars; and (v) governmental actions such as necessity for compliance with any court order, law statute, ordinance, or regulations promulgated by a governmental authority having jurisdiction. The Parties shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event of occurrence once it has occurred in order to resume performance.

6.3 Neither party shall be entitled to the benefit of the provision of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary firm transportation unless primary, in-path, firm transportation is also curtailed; (ii) the party claiming Force Majeure failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship. The claiming of Force Majeure shall not relieve either party from meeting all payment obligations.

6.4 Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the sole discretion of the party experiencing such disturbances.

6.5 The party whose performance is prevented by Force Majeure must provide notice to the other party. Initial notice may be given orally; however, written notification with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notification of Force Majeure to the other party, the affected party will be relieved of its obligation to make or accept delivery of Gas as applicable to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligation to the other during such occurrences or event.

VII. ADDITIONAL TERMS

7.1 Shipper shall join with OTPC in support of the application to the PUCO for approval of this Agreement pursuant to Section 4905.31, Revised Code.

7.2 In the event of an energy emergency declared by the Governor or any other lawful official or body, it is understood that OTPC shall and will follow the dictates of any energy emergency rule, or order. OTPC shall not be liable for any loss or damage suffered by Shipper as a result thereof.

7.3 This Agreement shall be construed under the laws of the State of Ohio.

7.4 This Agreement, together with all schedules and exhibits hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

7.5 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Neither this Agreement nor any of the rights, benefits or obligations hereunder shall be assigned, by operation of law or otherwise, by any Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Except as expressly provided herein, nothing in this Agreement is intended to confer upon any person other than the Parties and their respective permitted successors and assigns, any rights, benefits or obligations hereunder.

7.6 The parties agree that any dispute arising hereunder or related to this Agreement shall be resolved by binding arbitration under the auspices of the American Arbitration Association. Prehearing discovery shall be permitted in accordance with the procedures of the Ohio Rules of Civil Procedure. The arbitrator or arbitrators shall have authority to impose any remedy at law or in equity, including injunctive relief. The parties agree that any hearing will be conducted in Lake County, Ohio.

7.7 Recovery by either Party of damages, if any, for breach of any provision hereof shall be limited to direct, actual damages. Both Parties waive the right, if any, to recover consequential, indirect, punitive and exemplary damages.

7.8 Both parties shall have the right to demand credit assurances from the other party. If the financial responsibility of any Party is at any time unsatisfactory to the other Party for any reason, then the defaulting Party will provide the requesting Party with satisfactory security for the defaulting Party's performance hereunder upon requesting Party's demand. Defaulting Party's failure to abide by the provisions of this Section shall be considered a breach hereof, and the requesting Party may terminate this Agreement, provided the defaulting Party is afforded an opportunity to cure any default within three (3) business days notice of any breach. Both Parties have the right, in addition to all other rights and remedies, to set-off any such unpaid balance due the other Party, or by the parent or any subsidiary of the other Party, under any separate agreement or transaction.

7.9 No presumption shall operate in favor of or against either party regarding the construction or interpretation of this Agreement as a result of either party's responsibility for drafting this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed as of the date set forth above.

Orwell-Trumbull Pipeline Co., LLC

By: 

Stephen G. Rigo

Its: Executive Vice President

Date: 12/31/05

Orwell Natural Gas Company

By: 

Thomas J. Smith

Its: President

Date: 12/31/05

Exhibit A
OTPC Gas Transmission, LLC

ALL PIPELINES OWNED BY OTPC LOCATED IN NORTHEASTERN OHIO.

Exhibit B
OTPC Gas Transmission, LLC

Primary Receipt Point

Interconnection between OTPC and North Coast Gas Transmission, LLC's Pipeline in Mantua, Ohio

Primary Delivery Point(s)

Various interconnections between OTPC and Orwell Natural Gas Company.

Shrinkage

TBD

MDQ

2000 Dth/day

RATES

Commodity Charge (paid only on quantity transported)

November-March \$0.95 per Thousand Cubic Feet (Mcf)

April-October \$0.95 per Thousand Cubic Feet (Mcf)

7

IDENTIFIER: OrwellBrainard2008 - IT-
Orwell-Trumbull #1

NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

BY THIS AGREEMENT, executed this 1st day of July, 2008 Orwell-Trumbull Pipeline Co., LLC ("OTPC"), Orwell Natural Gas Company ("ONG") and Brainard Gas Corp. ("BGC") (hereinafter ONG and BGC shall collectively be referred to as "Shipper"), OTPC and Shipper are hereinafter sometimes referred to collectively as the Parties and individually as a Party) for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby recite and agree as follows:

RECITALS

WHEREAS, OTPC owns a natural gas transmission pipeline system described on Exhibit A to this Agreement (Pipeline); and

WHEREAS, OTPC is an Ohio intrastate pipeline operating natural gas pipelines and related facilities located within the State of Ohio under authority of the Public Utility Commission of Ohio; and

WHEREAS, Shipper desires to utilize OTPC's Pipeline for the transportation of natural gas within the State of Ohio; and

WHEREAS, OTPC has agreed to provide such transportation to Shipper subject to the terms and conditions hereof,

WITNESSETH: In consideration of the mutual covenants herein contained, the Parties hereto agree that OTPC will transport for Shipper, on an interruptible basis, and Shipper will furnish, or cause to be furnished, to OTPC natural gas for such transportation during the term hereof, at prices and on the terms and conditions hereinafter provided:

AGREEMENTS

DEFINITIONS

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used herein and shall be construed to have the meaning as follows:

A. "Btu" shall mean the British thermal unit as defined by international standards

B. "Business Day" shall mean any weekday, excluding federal banking holidays

- C. "Central Clock Time" (C.T.) shall mean Central Standard Time adjusted for Daylight Savings Time.
- D. "Company" means OTPC, its successors and assigns.
- E. "Customer" means any individual, governmental, or corporate entity taking transportation service hereunder.
- F. "Dekatherm" or "Dth" means the Company's billing unit measured by its thermal value. A dekatherm is 1,000,000 Btus. Dekatherm shall be the standard unit for purposes of nominations, scheduling, invoicing, and balancing.
- G. "Delivery Point(s)" shall mean the specific measurement location(s) listed on Exhibit B at which OTPC delivers Shipper-owned Gas to Shipper and Shipper receives such Gas from OTPC. Exhibit B is hereby incorporated into this Agreement.
- H. "Delivery Volume" shall mean the volume of Gas actually taken at the Delivery Point(s) by or on behalf of Shipper.
- I. "Firm" shall mean that each Dth Shipper tenders at the Receipt Point will be delivered to Shipper's Delivery Point(s) minus OTPC's Shrinkage without interruption except under Force Majeure conditions or an energy emergency declared by the Commission.
- J. "Gas" shall mean natural gas of interstate pipeline quality
- K. "Gas Day" or "Day" shall mean a period of 24 consecutive hours, beginning at 9:00 a.m. Central Clock Time, as adjusted for Daylight Savings Time, and the date of the Day shall be that of its beginning.
- L. "Heating Value" shall mean the gross heating value on a dry basis, which is the number of British thermal units produced by the complete combustion at constant pressure of the amount of dry gas (gas containing no water vapor) that would occupy a volume of one Cubic Foot at 14.73 psia and 60° F with combustion air at the same temperature and pressure as the gas, the products of combustion being cooled to the initial temperature of the gas and air, and the water formed by combustion condensed to the liquid state.
- M. "Imbalance" shall mean the daily difference between the Dths tendered by or for Customer's account at the Receipt Point minus OTPC's Shrinkage and the metered volumes allocated to Shipper at the Delivery Point(s).

- N. "Interruptible" shall mean that each Dth Shipper tenders at the Receipt Point Will be delivered to Shipper's Delivery Point(s) less OTPC's Shrinkage if OTPC, using reasonable judgment, determines that capacity exists after all the Firm transport needs are accounted for to permit redelivery of tendered gas.
- O. "Maximum Daily Quantity" or "(MDQ)" shall mean the maximum daily firm natural gas quantity which Shipper shall be entitled to nominate during any 24-hour period. Shipper's MDQ shall be negotiated between Shipper and OTPC and incorporated into Shipper's Service Agreement with OTPC.
- P. "Month" shall mean a calendar month beginning at 9:00 a.m. Central clock time on the first day of the calendar month and ending at 9:00 a.m. Central clock time the first day of the following calendar month.
- Q. "OTPC System" shall mean the intrastate pipeline system owned by OTPC.
- R. "Nomination" shall mean the confirmed Quantity of Gas which Shipper shall arrange to have delivered to the Receipt Point(s) for redelivery by OTPC to the Delivery Point(s). The Nomination shall include sufficient gas to account for OTPC's Shrinkage.
- S. "Operational Flow Order" or "OFO" shall mean a declaration made by OTPC that conditions are such that OTPC can only safely transport an amount of Gas during a calendar day equal to the amount of Gas which Shipper will actually receive at the Receipt Point on that calendar day. OTPC shall only declare an Operational Flow Order if an upstream pipeline declares an operational flow order or otherwise restricts the flow of Gas which normally would be delivered to OTPC at the Receipt Point.
- T. "Overrun" shall mean any volume of Gas actually transported which, as measured on a daily basis, exceeds the maximum daily quantity (MDQ) established by this Agreement.
- U. "PUCO" or "Commission" means the Public Utilities Commission of Ohio or any successor governmental authority.
- V. "Quantity of Gas" shall mean the number of units of gas expressed in Dth or MMBtu unless otherwise specified.
- W. "Receipt Point(s)" shall mean those measurement locations where Shipper-owned gas enters OTPC's system.
- X. "Service Agreement" Each Customer shall sign an individual Agreement with OTPC prior to commencement of service that identifies the Receipt Point and Delivery Point(s), the MDQ, declares whether the transportation is-Firm or Interruptible and establishes the cost

for the transportation. The Service Agreements shall be filed with the Commission pursuant to Section 4905.31, Revised Code for approval.

Y. "Shrinkage" shall mean the quantity of Gas required by OTPC to replace the estimated quantity of Gas which is required for compressor fuel, and lost-or-unaccounted-for Gas when transporting the tendered quantities. This percentage is set forth in Exhibit B.

Z. "Written Notice" shall mean a legible communication received by the intended recipient of the communication by United States mail, express courier, or confirmed facsimile. Written Notice may also be provided by Email, but shall not be effective until such time as (a) the Email is acknowledged by the intended recipient; (b) or a copy of such Email is received by the intended recipient by US mail, express courier, or facsimile.

I. DELIVERY AND TRANSPORTATION

1.1 Shipper shall arrange with suppliers of Shipper's selection to have Gas in an amount not to exceed Shipper's MDQ adjusted for OTPC's Shrinkage as specified on Exhibit B, tendered to the Receipt Point(s) as specified on Exhibit B, for delivery into the OTPC Pipeline on Shipper's behalf. OTPC shall then redeliver, on an interruptible basis, such quantities, less OTPC's Shrinkage, to Shipper, or on behalf of Shipper, at the Delivery Point(s) as specified on Exhibit B. All transportation by OTPC for Shipper shall be governed by OTPC's then current transportation tariff on file with the PUCO, except as expressly modified hereby.

1.2 ONG agrees that during the term of this Transportation Service Agreement it will use only OTPC's pipelines to transport gas for any of its customers, provided, however, that this exclusive use of the OTPC pipelines shall remain in effect as long as OTPC has available capacity within its pipelines. Should available capacity not exist, then during that period only ONG may use other pipelines to transport its gas requirements. This Transportation Service Agreement will only be utilized by BGC for back up purposes only and on an as needed basis.

1.3 For planning purposes, Shipper shall provide Written Notice, at least three (3) business days prior to the start of each calendar Month, to OTPC of the amount of Gas it intends to transport each day of the upcoming Month. Shipper shall submit its Nomination to OTPC by no later than 10:00 a.m. Central Clock Time for Gas flow the following day. This nomination should correspond to scheduled deliveries Shipper makes on the upstream interstate pipeline and downstream local distribution company operating the applicable Delivery Point(s). Should the Shipper desire to modify its Nomination either on the current Day or after the Nomination deadline for Gas flow the following day, OTPC shall make every attempt to accommodate Shipper's request provided OTPC can confirm such quantities with the upstream pipeline at the Receipt Point(s) and downstream entity at the Delivery Point(s).

1.4 Shipper shall be permitted to have delivered into and removed from OTPC's Pipeline its nominated Gas volume, adjusted for OTPC's Shrinkage, up to the MDQ previously agreed to and found on Exhibit B.

1.5 If any of the interstate pipelines interconnected with OTPC issues an operational flow order then OTPC may issue its own matching OFO on its Pipeline that will apply to Shippers. The OFO may restrict Shippers to nominate into the OTPC Pipeline only that volume of Gas which Shipper will have redelivered the same day adjusted for Shrinkage. OTPC will use its best efforts to limit such OFO to just the time necessary to comply with applicable upstream interstate OFOs. OTPC will only assess OFO penalties on a pro-rata basis if OTPC is actually assessed penalties by an applicable upstream pipeline.

1.6 Imbalances caused by Shipper at the Delivery Point(s) shall be resolved by OTPC and Shipper within thirty (30) days. Imbalances at the Receipt Point are governed by the terms and conditions of the upstream pipeline(s) delivering into OTPC. Any imbalance charges or penalties or costs of any kind incurred by OTPC as a result of Shipper's over or under delivery of natural gas into OTPC's system, either on a daily or monthly basis, will be reimbursed by Shipper within ten (10) days of receipt thereof. If Shipper fails to make any payments under this Agreement when due, OTPC has the right to terminate this Agreement upon two (2) days notice, unless such payment is made by the date specified in the termination notice.

1.7 Shipper warrants that it has title to all Gas delivered to OTPC, free and clear of all claims, liens, and other encumbrances, and further covenants and agrees to indemnify and hold harmless from all claims, demands, obligations, suits, actions, debts, accounts, damages, costs, losses, liens, judgments, orders, attorneys fees, expenses and liabilities of any kind or nature arising from or attributable to the adverse claims of any and all other persons or parties relating to such Gas tendered by Shipper at the Receipt Point.

II. QUANTITY AND PRICE

2.1 Shipper shall pay OTPC a Commodity Rate plus Shrinkage, as stated on Exhibit B, for each volume of Gas delivered to the Delivery Point(s).

III. TERM

3.1 The Agreement shall be effective as of 1st day of July, 2008 and shall continue in full force and effect, terminating 15 years thereafter and shall continue from year to year thereafter, unless cancelled by either party upon 30 days written notice.

IV. MEASUREMENT AND QUALITY OF GAS

4.1 Measurement of the Gas delivered and billed to Shipper shall be based upon an allocation conducted by the operator of the Delivery Point(s). Disputes regarding allocated throughput shall be handled in accordance with the tariff of the Delivery Point(s) operator. Billings for all receipts and deliveries hereunder shall be made on a thermal basis in Dth. OTPC shall provide to Shipper at Shipper's request, pertinent tariff information pertaining to method of allocating deliveries at Delivery Point(s).

4.2 All Gas delivered under this Agreement shall be commercially free from solid and liquid impurities and shall satisfy all pipeline quality standards reasonably established from time to time by OTPC and upstream or downstream pipelines.

V. BILLING AND PAYMENT

5.1 On or about the tenth (10th) day of each calendar month, OTPC will render to Shipper a statement setting forth the total volume of Gas delivered hereunder for Shipper during the immediately preceding Month. In the event OTPC was not able to take actual meter readings at any meter, or if OTPC has not received the necessary meter statements from the owner or operator of any applicable meter in time for preparation of the monthly statement, OTPC may use an estimated Gas delivery volume based upon confirmed nominations. Any such estimated delivery volume shall be corrected in the first statement after the actual meter readings become available.

5.2 In the event of a meter failure a reconstructed bill using the best information available shall be used.

5.3 Shipper agrees to pay OTPC the amount payable according to such statement on or before the twenty-fifth (25th) day of the month or within ten (10) days of receipt of the invoice whichever is later.

5.4 Failure to tender payment within the above specified time limit shall result in a monthly interest charge of one and one half percent (1-1/2%) per month on the unpaid balance. In addition, should Shipper's payment be delinquent by more than thirty (30) days, OTPC shall have the right, at its sole discretion, to terminate this Agreement and to terminate Gas transportation in addition to its seeking other legal redress. OTPC will first contact Shipper about any payment issues and try to resolve those issues in a reasonable manner.

5.5 Any notice, request, demand, statement, or other correspondence shall be given by Written Notice to the Parties hereto, as set forth below:

Shipper: Orwell Natural Gas Company or Brainerd Gas Company, as applicable
8500 Station Street, Suite 100
Mentor, Ohio 44060
EMAIL: tsmith13@sprynet.com
PHONE: (440) 974-3770
FAX: (440) 974-0844
ATTN: Thomas J. Smith

OTPC: OTPC Gas Transmission Company, LLC
8500 Station Street
Suite 100
Mentor, OH 44060
EMAIL: srigo@orwellgas.com
PHONE: (440) 974-3770
FAX: (440) 205-8680
ATTN: Stephen G. Rigo

VI. FORCE MAJEURE

6.1 Except with regards to a party's obligation to make payment due under Section 5 and Imbalance Charges under Section 2, neither party shall be liable to the other for failure to perform a firm obligation; to the extent such failure was caused by Force Majeure, The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 6.2.

6.2 Force Majeure shall include but not be limited to the following (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii); (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, terrorism, insurrections or wars; and (v) governmental actions such as necessity for compliance with any court order, law statute, ordinance, or regulations promulgated by a governmental authority having jurisdiction. The Parties shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event of occurrence once it has occurred in order to resume performance.

6.3 Neither party shall be entitled to the benefit of the provision of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary firm transportation unless primary, in-path, firm transportation is also curtailed; (ii) the party claiming Force Majeure failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship. The claiming of Force Majeure shall not relieve either party from meeting all payment obligations.

6.4 Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the sole discretion of the party experiencing such disturbances.

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VII. ADDITIONAL TERMS

7.1 Shipper shall join with OTPC in support of the application to the PUCO for approval of this Agreement pursuant to Section 4905.31, Revised Code.

7.2 In the event of an energy emergency declared by the Governor or any other lawful official or body, it is understood that OTPC shall and will follow the dictates of any energy emergency rule, or order. OTPC shall not be liable for any loss or damage suffered by Shipper as a result thereof.

7.3 This Agreement shall be construed under the laws of the State of Ohio

7.4 This Agreement, together with all schedules and exhibits hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

7.5 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Neither this Agreement nor any of the rights, benefits or obligations hereunder shall be assigned, by operation of law or otherwise, by any Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Except as expressly provided herein, nothing in this Agreement is intended to confer upon any person other than the Parties and their respective permitted successors and assigns, any rights, benefits or obligations hereunder.

7.6 The parties agree that any dispute arising hereunder or related to this Agreement shall be resolved by binding arbitration under the auspices of the American Arbitration Association. Preheating discovery shall be permitted in accordance with the procedures of the Ohio Rules of Civil Procedure. The arbitrator or arbitrators shall have authority to impose any remedy at law or in equity, including injunctive relief. The parties agree that any hearing will be conducted in Lake County, Ohio.

7.7 Recovery by either Party of damages, if any, for breach of any provision hereof shall be limited to direct, actual damages. Both Parties waive the right, if any, to recover consequential, indirect, punitive and exemplary damages.

7.8 Both parties shall have the right to demand credit assurances from the other party. If the financial responsibility of any Party is at any time unsatisfactory to the other Party for any reason, then the defaulting Party will provide the requesting Party with satisfactory security for the defaulting Party's performance hereunder upon requesting Party's demand. Defaulting Party's failure to abide by the provisions of this Section shall be considered a breach hereof, and the requesting Party may terminate this Agreement, provided the defaulting Party is afforded an opportunity to cure any default within three (3) business days notice of any breach. Both Parties have the right, in addition to all other rights and remedies, to set-off any such unpaid balance due the other Party, or by the parent or any subsidiary of the other Party, under any separate agreement or transaction.

7.9 No presumption shall operate in favor of or against either party regarding the construction or interpretation of this Agreement as a result of either party's responsibility for drafting this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed as of the date set forth above.

Orwell-Trumbull Pipeline Co., LLC

By: 

Stephen G. Rigo,
Executive Vice President

Date: July 1, 2008

Brainard Gas Corp.

By: 

Thomas J. Smith, President

Date: July 1, 2008

Orwell Natural Gas Company

By: 

Thomas J. Smith, President

Date: July 1, 2008

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Exhibit A

OTPC Gas Transmission, LLC

ALL PIPELINES OWNED BY OTPC LOCATED IN NORTHEASTERN OHIO.

Exhibit B

OTPC Gas Transmission, LLC

Primary Receipt Point

Interconnection between QTPC and North Coast Gas Transmission, LLC's Pipeline in
Mantua, Ohio

Primary Delivery Point(s)

For BGC: Various interconnections between OTPC and BGC, as
required for back-up services only.

For ONG: Various interconnections between OTPC and ONG.

Shrinkage

TBD

2000 Dth/day

***RATES**

Commodity Charge (paid only on quantity transported)

November-March \$0.95 per Thousand Cubic Feet (Mcf)

April-October \$0.95 per Thousand Cubic Feet (Mcf)

*Rates will adjust every five (5) years commencing on July 1, 2013 and continuing on each fifth (5th) anniversary date for the remaining term of this Agreement to reflect the higher of \$0.95 per Thousand Cubic Feet (Mcf) or a negotiated rate to reflect the then current market conditions existing on each such rate adjustment date. If the parties cannot agree on a rate adjustment amount, OTPC shall have the option to increase the Rate by the increase in the consumer price index all items (Cleveland, Ohio) ("CPI") as calculated from July 1, 2008 to each applicable rate adjustment date.

ORWELL2008 - IT - CobraPipeline #1

TRANSPORTATION SERVICE AGREEMENT No. N 0002SYSTEM: Churchtown _____ Holmesville _____ North Trumbull X
SELECT ONLY ONE

THIS AGREEMENT, made and entered into as of the 24 day of JANUARY, 2008,
by and between COBRA PIPELINE CO., LTD. ("Company") and Orwell Natural Company ("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 the effective applicable transportation service provisions 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 Delivery Point(s). The Point(s) of Receipt, Customer's Delivery Point(s), the Maximum Daily Quantity (MDQ) if applicable and the quality of service shall be set forth in Section 7 of this Transportation Service Agreement.

Section 2. Incorporation of Tariff Provisions. This Transportation Service Agreement shall be subject to the provisions of the Company's Tariff PUCO No. 1, as the same may be amended or superseded from time to time, which is incorporated herein by this reference.

Section 3. Regulation. This Transportation Service 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 or continued.

Section 4. Term. This Transportation Service Agreement shall become effective as of the Customer's _____, 20____ billing cycle following its execution and shall continue through the last day of Customer's _____, 20____ 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 Transportation Service 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.

Customer may terminate this Agreement, effective as of the end of the applicable March billing cycle consistent with the above terms, or request a change in the level or quality of 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 or quality of service, to be effective as of the beginning of its April billing cycle, on or before the preceding January 2, or as soon thereafter as practicable.

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 by certified mail 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 herein, any previous service agreements between the parties hereto.

Section 7. Meter Data. *See "Exhibit A" Points of receipt into Cobra Pipeline Company
*See "Exhibit B" Points of delivery from Cobra Pipeline Company

TRANSPORTATION SERVICE AGREEMENT No. 0003SYSTEM: Churchtown _____ Holmesville _____ North Trumbull X

SELECT ONLY ONE

G. TRANSPORTATION SERVICE

Quality of Service: FIRM () Maximum Daily Quantity (MDQ): _____ Dth

INTERRUPTIBLE (✓)

Production Gas Heat Content*: _____ Btu/cubic foot (attach latest sample test)

Shrinkage: 3.5 %; After a date not earlier than three years from the date of the Entry of the Public Utilities Commission approving Cobra's Tariff, P.U.C.O. No. 1, and each calendar year thereafter during the term hereof as that term may be extended pursuant to Section 4 of this Transportation Service Agreement, Company may adjust this shrinkage percentage to reflect its operating experience.

Balancing Time Period: Monthly

D. PROCESSING AND COMPRESSION SERVICE* (applicable only if heat content is greater than 1,130 Btu/cu. ft.)

Accepted: (NA)

E. NOTICES**To Cobra:**

Cobra Pipeline Co. Ltd
3511 Lost Nation Rd. Suite 213
Willoughby, Ohio 44094-7789
Attention: Customer Service
Phone: 440-255-1945
Fax: 440-255-1985
E-Mail: swilliams@cobrapipeline.com

To Customer:

Orwell Natural Gas Company
8500 Station St Suite 100
Mentor OH 44060
Attention: Steve Rigo
Phone: _____
Fax: _____
E-Mail: _____

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

Orwell Natural Gas Company

By: _____

Title: _____

COBRA PIPELINE COMPANY, LTD.

By: _____

Title: _____

TRANSPORTATION SERVICE AGREEMENT No. N 0003SYSTEM: Churchtown ☐ Holmesville ☐ North Trumbull ☒
SELECT ONLY ONE**C. TRANSPORTATION SERVICE**Quality of Service: FIRM (☐) Maximum Daily Quantity (MDQ): _____ Dth
INTERRUPTIBLE (☒)

Production Gas Heat Content*: _____ Btu/cubic foot (attach latest sample test)

Shrinkage: 3.5 %; After a date not earlier than three years from the date of the Entry of the Public Utilities Commission approving Cobra's Tariff, P.U.C.O. No. 1, and each calendar year thereafter during the term hereof as that term may be extended pursuant to Section 4 of this Transportation Service Agreement, Company may adjust this shrinkage percentage to reflect its operating experience.

Balancing Time Period: Monthly

D. PROCESSING AND COMPRESSION SERVICE* (applicable only if heat content is greater than 1,130 Btu/cu. ft.):Accepted: (NA)**E. NOTICES****To Cobra:**

Cobra Pipeline Co. Ltd
3511 Lost Nation Rd, Suite 213
Willoughby, Ohio 44094-7789
Attention: Customer Service
Phone: 440-255-1945
Fax: 440-255-1985
E-Mail: swilliams@cobrapipeline.com

To Customer:

Orwell Natural Gas Company
8500 Station St., Suite 100
Mentor, Ohio 44060
Attention: Steve Rigo
Phone: _____
Fax: _____
E-Mail: _____

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

COBRA PIPELINE COMPANY, LTD.By: TEGTitle: PresidentBy: Steve WilliamsTitle: OPERATIONS MANAGER

Exhibit B

DELIVERY POINTS FROM COBRA PIPELINE CO. LTD.

[illegible]

(10)

TRANSPORTATION SERVICE AGREEMENT No. SPEL-ORW14

THIS AGREEMENT made and entered into as of the 28th day of February, 2014, by and between SPELMAN PIPELINE HOLDINGS, LLC, ("Company") and Orwell Natural Gas, ("Customer") (sometimes jointly referred to as "Parties").

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 the effective applicable transportation service provisions 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 Delivery Point(s). The Point(s) of Receipt, Customer's Delivery Point(s), the Maximum Daily Quantity (MDQ) if applicable and the quality of service shall be set forth in Section 7 of this Transportation Service Agreement.

Section 2. Incorporation of Tariff Provisions. This Transportation Service Agreement shall be subject to and governed by the provisions of the Company's Tariff Gas P.U.C.O. No. 1, as the same may be amended or superseded from time to time, which is incorporated herein by this reference.

Section 3. Regulation. This Transportation Service 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 or continued.

Section 4. Term. This Transportation Service Agreement shall have a commencement date of February 28, 2014 and shall continue for a period of 3 years from the commencement date. Upon expiration, this Agreement shall continue on a month to month basis, unless cancelled with a 90 day notice, prior to the expiration by either party in writing to the other.

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 by certified mail, facsimile transmission confirmed by ordinary mail or e-mail confirmed by ordinary mail to the address provided in Section 7(E) of this Agreement.

Section 6. Cancellation of Prior Agreements. This agreement supersedes and cancels, as of the effective date herein, any previous service agreements between the

parties hereto.

Section 7. Contract Data

A. PRIMARY POINTS OF RECEIPT INTO SPELMAN PIPELINE HOLDINGS, LLC:

Gate Station	Township	County
1) 742639 Spelman Hunter Rd		
2) 742641 Spelman Ashland		
3)		

B. DELIVERY POINTS FROM SPELMAN PIPELINE HOLDINGS, LLC:

Gate Station	Township	County
1)		
2)		
3)		

C. TRANSPORTATION SERVICE - VOLUME DETAIL

Quality of Service: FIRM () INTERRUPTIBLE (X)

Shrinkage: 3.5 %; each calendar year during the term hereof as that term may be extended pursuant to Section 4 of this Transportation Service Agreement, Company may adjust this shrinkage percentage effective January 1 to reflect its operating experience.

Maximum Daily Quantity (MDQ). _____ Dth

D. TRANSPORTATION SERVICE RATE

Pursuant to the flexible rate authority granted in Spelman Pipeline Holdings, LLC's Tariff, P.U.C.O. No. 1, the maximum contractual volumetric rate hereunder is set at \$.50 per Dth commencing on the commencement date for deliveries on behalf of Customer.

D. NOTICES

To Spelman Pipeline Holdings, LLC:

Spelman Pipeline Holdings, LLC
Attention: Martin K. Whelan, President
8500 Station St. Suite 100
Mentor, Ohio 44060
(440) 974-3770
mwhelan@egas.net

To Customer:

Orwell Natural Gas
Attention: Mike Zappitello
8500 Station St. Suite 100
Mentor, Ohio 44060
(440) 974-3770
mzappitello@egas.net

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

SPELMAN PIPELING HOLDINGS, LLC

By: 

[PRINT NAME]

Title: President

ORWELL NATURAL GAS

By: 

[PRINT NAME]

Title: _____



Michael E. Calderone
President & CEO

NORTH COAST GAS TRANSMISSION, LLC.

250 East Broad St.
Suite 1220
Columbus, OH 43215

Phone: (614) 545-0438
Fax: (614) 545-0496
E mail: mcalderone@nccmngas.com

June 8, 2010

Mr. Thomas J. Smith
President
Orwell Natural Gas Company
8500 Station Street, Suite 100
Mentor, OH 44060

Re: Amendment to Natural Gas Transportation Service Agreement IT-30000-A dated August 23, 2004 as amended April 20, 2005, October 10, 2006 and August 7, 2008 ("Agreement")

Dear Thomas:

North Coast Gas Transmission, LLC ("North Coast") and Orwell Natural Gas Company ("Orwell") are parties to the above-referenced Agreement and have agreed to extend the term and change the rate contained in the Agreement and accordingly agree as follows:

1. The term of the Agreement shall end on October 31, 2011.
2. For the period November 1, 2009 through October 31, 2011, the rate shall be \$.38 for each dekatherm transported, plus shrinkage of 1.25% as specified in the Agreement.
3. All of the other terms and conditions of the Agreement remain in full force and effect.

Please indicate your assent by executing the originals and returning one to me for my files.

Sincerely,
NORTH COAST GAS TRANSMISSION

BY:

Michael E. Calderone
President & CEO

ORWELL NATURAL GAS COMPANY

BY:

~~Thomas J. Smith~~ RICHARD M. OSBORNE, SR.
President CHAIRMAN



NORTH COAST GAS TRANSMISSION, LLC.

250 East Broad St
Suite 1220
Columbus, OH 43215

Phone: (614) 545-2488
Fax: (614) 545-0136
E-mail: naturalgas@nccg.com

Mr. Paul J. Anderson
Senior Vice President

August 7, 2008

Mr. Stephen G. Rigo
President
Orwell Natural Gas Company
8500 Station Street, Suite 100
Mentor, OH 44060

Re: Amendment to Natural Gas Transportation Service Agreement IT-30000-A dated
August 23, 2004 as amended April 20, 2005 and October 10, 2006 ("Agreement")

Dear Steve:

North Coast Gas Transmission, LLC ("North Coast") and Orwell Natural Gas Company
("Orwell") are parties to the above-referenced Agreement and have agreed to extend the
term and change the rate contained in the Agreement and accordingly agree as follows:

1. The term of the Agreement shall end on October 31, 2009.
2. For the period August 1, 2008 through October 31, 2009, the rate shall be \$.38
for each dekatherm transported, plus shrinkage of 1.25% as specified in the
Agreement.
3. All of the other terms and conditions of the Agreement remain in full force
and effect.

Please indicate your assent by executing the originals and returning one to me for my files.

Sincerely,

NORTH COAST GAS TRANSMISSION

BY: _____

ORWELL NATURAL GAS COMPANY

BY: TSR _____

ITS: President _____

4/20/05 for Michael Calderone to Cal-1000



NORTH COAST GAS TRANSMISSION, LLC.

250 East Broad St.
Suite 1220
Columbus, OH 43215

Phone (614) 545-0488
Fax: (614) 545-0496
E-mail: mcalderone@ncoastgas.com

*Michael Calderone
Senior Vice President*

April 20, 2005

Mr. Stephen G. Rigo
President
Orwell Natural Gas Co.
8500 Station Street, Suite 100
Mentor, Ohio 44060

Re: Amendment of Natural Gas Transportation Service Agreement IT-30000-A dated
August 23, 2004

Dear Steve:

North Coast Gas Transmission, LLC ("North Coast") and Orwell Natural Gas Company ("Orwell") are parties to the above-referenced Natural Gas Transportation Service Agreement ("Agreement"). North Coast and Orwell have agreed to extend the term of the Agreement and accordingly, amend the Agreement as follows:

1. Paragraph 3.1 of the agreement shall be replaced in its entirety with the following language: "The term of this Agreement shall commence on November 1, 2004 and end on October 31, 2006".
2. All other terms and conditions of the Agreement shall remain the same.

If the foregoing reflects your understanding, please execute the originals in the space below and return one copy to me for my files.

Sincerely,

NORTH COAST GAS TRANSMISSION, LLC

BY: 

ORWELL NATURAL GAS COMPANY

BY: 

ITS: 

NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

BY THIS AGREEMENT, executed this 23rd day of August, 2004 North Coast Gas Transmission, LLC. (North Coast) and Orwell Natural Gas Company (Shipper), (North Coast and Shipper are hereinafter sometimes referred to collectively as the Parties and individually as a Party) for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby recite and agree as follows:

RECITALS

WHEREAS, North Coast owns a natural gas transmission pipeline system described on Exhibit A to this Agreement (Pipeline); and

WHEREAS, North Coast is an Ohio intrastate pipeline operating natural gas pipelines and related facilities located within the State of Ohio under authority of the Public Utility Commission of Ohio; and

WHEREAS, Shipper desires to utilize North Coast's Pipeline for the transportation of natural gas within the State of Ohio; and

WHEREAS, North Coast has agreed to provide such transportation to Shipper subject to the terms and conditions hereof.

WITNESSETH: In consideration of the mutual covenants herein contained, the Parties hereto agree that North Coast will transport for Shipper, on an Interruptible basis, and Shipper will furnish, or cause to be furnished, to North Coast natural gas for such transportation during the term hereof, at prices and on the terms and conditions hereinafter provided:

AGREEMENTS

DEFINITIONS

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used herein and shall be construed to have the meaning as follows:

- A. **"Btu"** shall mean the British thermal unit as defined by international standards.
- B. **"Business Day"** shall mean any weekday, excluding federal banking holidays.
- C. **"Central Clock Time"** (C.T.) shall mean Central Standard Time adjusted for Daylight Savings Time
- D. **"Company"** means North Coast Gas Transmission, LLC, its successors and assigns
- E. **"Customer"** means any individual, governmental, or corporate entity taking transportation service hereunder.
- F. **"Dekatherm"** or **"Dth"** means the Company's billing unit measured by its thermal value. A dekatherm is 1,000,000 Btus. Dekatherm shall be the standard unit for purposes of nominations, scheduling, invoicing, and balancing.
- G. **"Delivery Point(s)"** shall mean the specific measurement location(s) listed on **Exhibit B** at which North Coast delivers Shipper-owned Gas to Shipper and Shipper receives such Gas from North Coast. **Exhibit B** is hereby incorporated into this Agreement.
- H. **"Delivery Volume"** shall mean the volume of Gas actually taken at the Delivery Point(s) by or on behalf of Shipper.

- I. **"Firm"** shall mean that each Dth Shipper tenders at the Receipt Point will be delivered to Shipper's Delivery Point(s) minus North Coast's Shrinkage without interruption except under Force Majeure conditions or an energy emergency declared by the Commission.
- J. **"Gas"** shall mean natural gas of interstate pipeline quality.
- K. **"Gas Day" or "Day"** shall mean a period of 24 consecutive hours, beginning at 9:00 a.m. Central Clock Time, as adjusted for Daylight Savings Time, and the date of the Day shall be that of its beginning.
- L. **"Heating Value"** shall mean the gross heating value on a dry basis, which is the number of British thermal units produced by the complete combustion at constant pressure of the amount of dry gas (gas containing no water vapor) that would occupy a volume of one Cubic Foot at 14.73 psia and 60° F with combustion air at the same temperature and pressure as the gas, the products of combustion being cooled to the initial temperature of the gas and air, and the water formed by combustion condensed to the liquid state.
- M. **"Imbalance"** shall mean the daily difference between the Dths tendered by or for Customer's account at the Receipt Point minus North Coast's Shrinkage and the metered volumes allocated to Shipper at the Delivery Point(s).
- N. **"Interruptible"** shall mean that each Dth Shipper tenders at the Receipt Point will be delivered to Shipper's Delivery Point(s) less North Coast's Shrinkage if North Coast, using reasonable judgment, determines that capacity exists after all the Firm transport needs are accounted for to permit redelivery of tendered gas.
- O. **"Maximum Daily Quantity" or "{MDQ}"** shall mean the maximum daily firm natural gas quantity which Shipper shall be entitled to nominate during any 24-hour period. Shipper's MDQ shall be negotiated between Shipper and North Coast and incorporated into Shipper's Service Agreement with North Coast.

- P. **"Month"** shall mean a calendar month beginning at 9:00 a.m. Central clock time on the first day of the calendar month and ending at 9:00 a.m. Central clock time the first day of the following calendar month.
- Q. **"NCGT System"** shall mean the Buckeye 425 pipeline, Buckeye 10 inch pipeline and the Ashland 8 inch pipeline.
- R. **"Nomination"** shall mean the confirmed Quantity of Gas which Shipper shall arrange to have delivered to the Receipt Point(s) for redelivery by North Coast to the Delivery Point(s). The Nomination shall include sufficient gas to account for North Coast's Shrinkage.
- S. **"Operational Flow Order" or "OFO"** shall mean a declaration made by North Coast that conditions are such that North Coast can only safely transport an amount of Gas during a calendar day equal to the amount of Gas which Shipper will actually receive at the Receipt Point on that calendar day. North Coast shall only declare an Operational Flow Order if an upstream pipeline declares an operational flow order or otherwise restricts the flow of Gas which normally would be delivered to North Coast at the Receipt Point
- T. **"Overrun"** shall mean any volume of Gas actually transported which, as measured on a daily basis, exceeds the maximum daily quantity (MDQ) established by this Agreement.
- U. **"PUCO" or "Commission"** means the Public Utilities Commission of Ohio or any successor governmental authority.
- V. **"Quantity of Gas"** shall mean the number of units of gas expressed in Dth or MMBtu unless otherwise specified
- W. **"Receipt Point(s)"** shall mean those measurement locations where Shipper-owned gas enters North Coast's system.

- X. **"Service Agreement"** Each Customer shall sign an individual Agreement with North Coast prior to commencement of service that identifies the Receipt Point and Delivery Point(s). the MDQ declares whether the transportation is Firm or Interruptible and establishes the cost for the transportation. The Service Agreements shall be filed with the Commission pursuant to Section 4905.31, Revised Code for approval.
- Y. **"Shrinkage"** shall mean the quantity of Gas required by North Coast to replace the estimated quantity of Gas which is required for compressor fuel, and lost-or-unaccounted-for Gas when transporting the tendered quantities. This percentage is set forth in **Exhibit B**.
- Z. **"Written Notice"** shall mean a legible communication received by the intended recipient of the communication by United States mail, express courier, or confirmed facsimile. Written Notice may also be provided by Email, but shall not be effective until such time as (a) the Email is acknowledged by the intended recipient; (b) or a copy of such Email is received by the intended recipient by US mail, express courier, or facsimile.

I. DELIVERY AND TRANSPORTATION

1.1 Shipper shall arrange with suppliers of Shipper's selection to have Gas in an amount not to exceed Shipper's MDQ adjusted for North Coast's Shrinkage as specified on **Exhibit B**, tendered to the Receipt Point(s) as specified on **Exhibit B**, for delivery into the North Coast Pipeline on Shipper's behalf. North Coast shall then redeliver, on an Interruptible basis, such quantities, less North Coast's Shrinkage, to Shipper, or on behalf of Shipper, at the Delivery Point(s) as specified on **Exhibit B**. All transportation by North Coast for Shipper shall be governed by North Coast's then current transportation tariff on file with the PUCO, except as expressly modified hereby.

1.2 For planning purposes, Shipper shall provide Written Notice, at least three (3) business days prior to the start of each calendar Month, to North Coast of the amount of Gas it intends to transport each day of the upcoming Month. Shipper shall submit its Nomination to North Coast by no later than 11:30 am Central Clock Time for Gas flow the following day. This nomination should correspond to scheduled deliveries Shipper makes on the upstream interstate pipeline and downstream local distribution company operating the applicable Delivery Point(s). Should the Shipper desire to modify its Nomination either on the current Day or after the Nomination deadline for Gas flow the following day, North Coast shall make every attempt to accommodate Shipper's request provided North Coast can confirm such quantities with the upstream pipeline at the Receipt Point(s) and downstream entity at the Delivery Point(s).

1.3 Shipper shall be permitted to have delivered into and removed from North Coast's Pipeline its nominated Gas volume, adjusted for North Coast's Shrinkage, up to the MDQ previously agreed to and found on **Exhibit B**.

1.4 If any of the interstate pipelines interconnected with North Coast issues an operational flow order then North Coast may issue its own matching OFO on its Pipeline that will apply to all Shippers. The OFO may restrict Shippers to nominate into the North Coast Pipeline only that volume of Gas which Shipper will have redelivered the same day adjusted for Shrinkage. North Coast will use its best efforts to limit such OFO to just the time necessary to comply with applicable upstream interstate OFOs. North Coast will only assess OFO penalties on a pro-rata basis if North Coast is actually assessed penalties by an applicable upstream pipeline.

1.5 Imbalances caused by Shipper at the Delivery Point(s) shall be resolved by North Coast and Shipper within thirty (30) days. Imbalances at the Receipt Point are governed by the terms and conditions of the upstream pipeline(s) delivering into North Coast. Any imbalance charges or penalties or costs of any kind incurred by North Coast as a result of Shipper's over or under delivery of natural gas into North Coast's system, either on a daily or monthly basis, will be reimbursed by Shipper within ten (10) days of receipt thereof. If Shipper fails to make any

payments under this Agreement when due, North Coast has the right to terminate this Agreement upon two (2) days notice, unless such payment is made by the date specified in the termination notice

1.6 Shipper warrants that it has title to all Gas delivered to North Coast, free and clear of all claims, liens and other encumbrances, and further covenants and agrees to indemnify and hold harmless from all claims, demands, obligations, suits, actions, debts, accounts, damages, costs, losses, liens, judgments, orders, attorneys fees, expenses and liabilities of any kind or nature arising from or attributable to the adverse claims of any and all other persons or parties relating to such Gas tendered by Shipper at the Receipt Point.

II. QUANTITY AND PRICE

2.1 Shipper shall pay North Coast a Commodity Rate plus Shrinkage, as stated on Exhibit B, for each volume of Gas delivered to the Delivery Point(s).

III. TERM

3.1 The term of this Agreement shall commence on November 1, 2004 and end on October 31, 2005.

IV. MEASUREMENT AND QUALITY OF GAS

4.1 Measurement of the Gas delivered and billed to Shipper shall be based upon an allocation conducted by the operator of the Delivery Point(s). Disputes regarding allocated throughput shall be handled in accordance with the tariff of the Delivery Point(s) operator. Billings for all receipts and deliveries hereunder shall be made on a thermal basis in Dth. North Coast shall provide to Shipper at Shipper's request, pertinent tariff information pertaining to method of allocating deliveries at Delivery Point(s).

4.2 All Gas delivered under this Agreement shall be commercially free from solid and liquid impurities and shall satisfy all pipeline quality standards reasonably established from time to time by North Coast and upstream or downstream pipelines.

V. BILLING AND PAYMENT

5.1 On or about the tenth (10th) day of each calendar month, North Coast will render to Shipper a statement setting forth the total volume of Gas delivered hereunder for Shipper during the immediately preceding Month. In the event North Coast was not able to take actual meter readings at any meter, or if North Coast has not received the necessary meter statements from the owner or operator of any applicable meter in time for preparation of the monthly statement, North Coast may use an estimated Gas delivery volume based upon confirmed

nominations. Any such estimated delivery volume shall be corrected in the first statement after the actual meter readings become available.

5.2 In the event of a meter failure a reconstructed bill using the best information available shall be used.

5.3 Shipper agrees to pay North Coast the amount payable according to such statement on or before the twenty-fifth (25th) day of the month or within ten (10) days of receipt of the invoice whichever is later.

5.4 Failure to tender payment within the above specified time limit shall result in a monthly interest charge of one and one half percent (1-1/2%) per month on the unpaid balance. In addition, should Shipper's payment be delinquent by more than thirty (30) days, North Coast shall have the right, at its sole discretion, to terminate this Agreement and to terminate Gas transportation in addition to its seeking other legal redress. North Coast will first contact Shipper about any payment issues and try to resolve those issues in a reasonable manner.

5.5 Any notice, request, demand, statement, or other correspondence shall be given by Written Notice to the Parties hereto, as set forth below:

Shipper: Orwell Natural Gas Company
8500 Station Street, Suite 100
Mentor, Ohio 44060
EMAIL: sgr_sr@sbcglobal.net
PHONE: (440) 974-5120
FAX: (440) 974-5114
ATTN: Stephen G. Rigo, Sr.

NORTH COAST: North Coast Gas Transmission Company, LLC
250 East Broad Street
Suite 1220
Columbus, OH 43215
EMAIL: pmcgonagle@somersetgas.com
PHONE: (614) 545-0487
FAX: (614) 545-0496
ATTN: Patrick J. McGonagle

VI. FORCE MAJEURE

6.1 Except with regards to a party's obligation to make payment due under Section 5 and Imbalance Charges under Section 2, neither party shall be liable to the other for failure to perform a firm obligation; to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 6.2.

6.2 Force Majeure shall include but not be limited to the following (1) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii); (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, terrorism, insurrections or wars; and (v) governmental actions such as necessity for compliance with any court order, law statute, ordinance, or regulations promulgated by a governmental authority having jurisdiction. The Parties shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event of occurrence once it has occurred in order to resume performance.

6.3 Neither party shall be entitled to the benefit of the provision of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary firm transportation unless primary, in-path, firm transportation is also curtailed; (ii) the party claiming Force Majeure failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship. The claiming of Force Majeure shall not relieve either party from meeting all payment obligations.

6.4 Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the sole discretion of the party experiencing such disturbances.

6.5 The party whose performance is prevented by Force Majeure must provide notice to the other party. Initial notice may be given orally; however, written notification with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notification of Force Majeure to the other party, the affected party will be relieved of its obligation to make or accept delivery of Gas as applicable to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligation to the other during such occurrences or event.

VII. ADDITIONAL TERMS

7.1 Shipper shall join with North Coast in support of the application to the PUCO for approval of this Agreement pursuant to Section 4905.31, Revised Code.

7.2 In the event of an energy emergency declared by the Governor or any other lawful official or body, it is understood that North Coast shall and will follow the dictates of any energy emergency rule, or order. North Coast shall not be liable for any loss or damage suffered by Shipper as a result thereof.

7.3 This Agreement shall be construed under the laws of the State of Ohio.

7.4 This Agreement, together with all schedules and exhibits hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

7.5 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Neither this Agreement nor any of the rights, benefits or obligations hereunder shall be assigned, by operation of law or otherwise, by any Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Except as expressly provided herein, nothing in this Agreement is intended to confer upon any person other than the Parties and their respective permitted successors and assigns, any rights, benefits or obligations hereunder.

7.6 The parties agree that any dispute arising hereunder or related to this Agreement shall be resolved by binding arbitration under the auspices of the American Arbitration Association. Prehearing discovery shall be permitted in accordance with the procedures of the Ohio Rules of Civil Procedure. The arbitrator or arbitrators shall have authority to impose any remedy at law or in equity, including injunctive relief. The parties agree that any hearing will be conducted in Franklin County, Ohio.

7.7 Recovery by either Party of damages, if any, for breach of any provision hereof shall be limited to direct, actual damages. Both Parties waive the right, if any, to recover consequential, indirect, punitive and exemplary damages.

7.8 Both parties shall have the right to demand credit assurances from the other party. If the financial responsibility of any Party is at any time unsatisfactory to the other Party for any reason, then the defaulting Party will provide the requesting Party with satisfactory security for the defaulting Party's performance hereunder upon requesting Party's demand. Defaulting Party's failure to abide by the provisions of this Section shall be considered a breach hereof, and the requesting Party may terminate this Agreement, provided the defaulting Party is afforded an opportunity to cure any default within three (3) business days notice of any breach. Both Parties have the right, in addition to all other rights and remedies, to set-off any such unpaid balance due the other Party, or by the parent or any subsidiary of the other Party, under any separate agreement or transaction.

7.9 No presumption shall operate in favor of or against either party regarding the construction or interpretation of this Agreement as a result of either party's responsibility for drafting this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed as of the date set forth above.

North Coast Gas Transmission Company, LLC

By: [Signature]

Its: Sr. Vice President

Date: November 18, 2004

Orwell Natural Gas Company

By: [Signature]

Its: President [Signature]

Date: August 23, 2004

Exhibit B
North Coast Gas Transmission, LLC

Primary Receipt Point

Interconnection between North Coast and Crossroads Pipeline known as Cygnet

Primary Delivery Point(s)

Interconnection between North Coast and Orwell Natural Gas Company known as Mantua

Shrinkage

1.5%

MDQ

1000 Dth/day

RATES

Commodity Charge (paid only on quantity transported)

November-March \$0.25

April-October \$0.25

AGREEMENT

This Agreement is entered into by The East Ohio Gas Company d/b/a Dominion East Ohio ("DEO") and Orwell Natural Gas Company ("Orwell") this 14th day of April, 2005.

In consideration of the promises set forth below, the parties agree as follows:

Article 1 Transportation Rates

1.1 DEO shall bill Orwell, at General Transportation Service ("GTS") rates, on the basis of the aggregate usage for all of Orwell's delivery points.

1.2 The demand charges and volumetric rates for each year of this Agreement shall be determined as follows. Before the effective date and each anniversary date of this Agreement, DEO shall estimate Orwell's total load and the corresponding revenues for the subsequent 12-month period. The demand charge for each month of that 12-month period shall be 1/12 of 90% of those estimated revenues. The remaining 10% of those estimated revenues shall be used to calculate the volumetric rate for that subsequent 12-month period.

1.3 DEO shall waive the requirements of Section 3.2 of the GTS rate schedule. *EGM 10/11/10*

1.4 DEO shall provide firm service up to the amount of gas scheduled for the gas day for delivery to Orwell. All service beyond that amount shall be interruptible service. There shall be no additional charge for standby service.

1.5 If, at any time during the term of this Agreement, including the primary term and any renewal periods, Orwell begins to serve a customer already served by DEO or reduces deliveries from DEO at existing interconnects by using other supply sources, DEO may reduce the effective discount provided to Orwell under the billing arrangement described in Section 1.1 above by an amount up to the revenue lost by DEO as a result of Orwell's action. If the revenue loss exceeds the effective discount, DEO may terminate this Agreement with 60 days' notice and thereafter render service to Orwell under maximum tariff rates and all applicable terms and conditions, including Section 3.2, of the GTS rate schedule, without aggregating Orwell's accounts.

Article 2 DEO/OIGTC Application

2.1 DEO and Ohio Intrastate Gas Transmission Company ("OIGTC") will be filing a joint application (the "DEO/OIGTC Joint Application") for approval by The Public Utilities Commission of Ohio ("PUCO") of DEO's purchase of OIGTC's assets. Orwell shall not file to intervene in that proceeding or in any way oppose the DEO/OIGTC Joint Application.

Article 3 Regulatory Approvals

3.1 DEO and Northeast Ohio Natural Gas Corporation ("NEONG") will be filing a joint application (the "DEO/NEONG Joint Application") for PUCO approval of an asset

exchange. This Agreement is contingent on PUCO approval of both (i) the DEO/NEONG Joint Application, and (ii) the DEO/OIGTC Joint Application.

Article 4 Term

4.1 This Agreement shall be effective on the date the PUCO approves the second of the two applications on approval of which this Agreement is contingent. This Agreement has a primary term of seven years, unless earlier terminated by DEO as permitted under Section 1.5 above, and shall automatically renew thereafter year to year unless terminated by either party with 60 days' written notice.

Article 5 Notices

5.1 All notices required or permitted under this Agreement, except those relating to billing, shall be sent by facsimile, hand delivery, or certified mail addressed to the following:

If to DEO:

P.O. Box 5759
Cleveland, OH 44101-0759
Facsimile No. (216) 736-6247
Attention: Jeffrey A. Murphy
Director, Pricing and Regulatory
Affairs

If to Orwell:

P.O. Box 190
Orwell, OH 44706
Facsimile No. (440) 974-5114
Attention: Stephen G. Rigo
President

5.2 Either party may change its address for receipt of notices by giving written notice to that effect, as provided in Section 5.1, to the other party.

Article 6 Assignment

6.1 This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

6.2 This Agreement shall be binding on and inure to the benefit of the parties' successors and assigns.

Article 7 Entire Agreement

7.1 This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. No amendment, modification, or change to this Agreement shall be valid unless made in writing signed by the parties.

THE EAST OHIO GAS COMPANY
D/B/A DOMINION EAST OHIO

By Bruce C Kench

ORWELL NATURAL GAS
COMPANY

By Stephen G. Rigo
Stephen G. Rigo, President

Dominion East Ohio
1201 East 55th Street, Cleveland, OH 44103
Mailing Address: P.O. Box 5759
Cleveland, OH 44101-0759
Web address: www.dom.com



Dominion
East Ohio

September 13, 2005

Mr. Stephen G. Rigo
Orwell Natural Gas
8500 Station Street
Suite 100
Mentor, Ohio 44060


Re: DEO Agreement No. 11943, dated April 14, 2005
Subject: Transportation Migration Riders

Dear Steve:

Pursuant to our discussion on Friday, September 9, 2005, Dominion East Ohio will agree to waive the Transportation Migration Rider Parts A and B (Riders) for all volumes delivered under the subject Agreement. However, Orwell Natural Gas agrees to pay the Riders if Dominion East Ohio is required by the Public Utilities Commission of Ohio to apply them to the subject Agreement for any service that has been or will be rendered to Orwell Natural Gas by Dominion East Ohio.


Please indicate your acceptance of the above by signing both copies of this letter in the space provided below. One fully executed original will be returned to you.

Thank you,

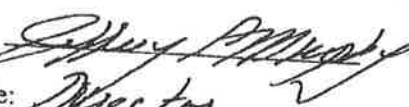

Michael J. Mallady
Dominion East Ohio

AGREED AND ACCEPTED BY:

ORWELL NATURAL GAS COMPANY

By: 
Title: Executive Vice President
Date: September 20, 2005

THE EAST OHIO GAS COMPANY

By: 
Title: Director
Date: _____
By: _____
Legal Counsel

THE EAST OHIO GAS COMPANY

Third Sheet No. F-GTS 1
Superseding Second Sheet No. F-GTS 1

General Transportation Service (GTS)

1. Applicability

1.1 Transportation service pursuant to this rate schedule is available to Customers throughout East Ohio's service area who:

- a) have purchased or otherwise arranged for a supply of natural gas of acceptable quality and have provided for the delivery of such gas to East Ohio's system for redelivery at a point on the East Ohio system; and
- b) qualify for transportation service under the PUCO Gas Transportation Program Guidelines; and
- c) have entered into a written contract (the "contract") with East Ohio for service under this rate schedule for a minimum of 12 months.

1.2 Transportation service pursuant to this rate schedule is subject to East Ohio's General Terms and Conditions of Transportation Service.

2. Character of Service

The gas received by East Ohio on any Day for the account of the Customer shall be delivered by East Ohio to the Customer on the same Day on a firm basis, provided, however, that East Ohio's obligation to deliver gas to the Customer on any Day is limited to the Maximum Daily Transportation Quantity specified in the contract and is subject to the provisions of Section 2 of East Ohio's General Terms and Conditions of Transportation Service.

3. Measurement of Deliveries

3.1 Delivery Points specified in the contract may be equipped with monthly gas measurement equipment instead of real-time electronic gas measurement ("EGM") capability, except as specified in Section 3.2 below. For any Delivery Point so equipped, the average daily volume of gas delivered by East Ohio to the Customer shall be calculated by dividing the total volume of gas delivered by East Ohio during the Customer's Billing Cycle by the number of days in the Billing Cycle. In addition:

- a) Customers without EGM devices are subject to East Ohio's issuance of operational flow orders.

3.2 Any Customer that does not receive all of its natural gas requirements through East Ohio shall be required to equip all of its Delivery Points with EGM capability. Any

Issued: April 2, 2004

Effective: With bills rendered on or after April 2, 2004

Filed under authority of The Public Utilities Commission of Ohio in Case No. 03-2573-GA-ATA

Bruce C. Klink, Vice President

THE EAST OHIO GAS COMPANY

Third Sheet No. F-GTS 2
Superseding Second Sheet No. F-GTS 2

other Customers may elect to equip some or all of its Delivery Points with EGM capability. If EGM capability approved and required by East Ohio is not available at any of the Delivery Points specified in the contract at the time the contract is executed, such equipment shall be installed, owned, operated, and maintained by East Ohio, provided, however, that all costs associated with the purchase and installation of such equipment shall be borne by the Customer and paid to East Ohio in equal monthly installments over a period specified in the contract, which period shall not exceed 24 months. In addition:

- a) The Customer shall provide, at no cost to East Ohio and in a timely manner, a 120 volt, 15 ampere, AC power supply and a telephone tie to the Customer's telephone system accessible at Customer's meter location(s), and any necessary telephone enhancements to properly transmit data.
- b) The Customer shall pay all charges for continuous electric and telephone service necessary for the operation of the EGM equipment.
- c) Customers with EGM devices are subject to East Ohio's issuance of operational matching orders.

4. Tolerances

Positive and Negative Imbalance Volumes will be reconciled pursuant to Sections 5 and 6 of East Ohio's General Terms and Conditions of Transportation Service.

5. Volume Banking Service

- 5.1 Customers purchasing transportation service pursuant to this rate schedule are required to subscribe to Volume Banking Service. The minimum Monthly Tolerance Level for such Customers is two percent (2%) of monthly consumption volumes.
- 5.2 Customers will be billed the applicable rate per Mcf on all Delivery Volumes according to the level of Volume Banking set forth in their service agreements.

Issued: April 2, 2004

Effective: With bills rendered on or after April 2, 2004

Filed under authority of The Public Utilities Commission of Ohio in Case No. 03-2573-GA-ATA

Bruce C. Klink, Vice President

THE EAST OHIO GAS COMPANY

Third Sheet No. F-GTS 3
Superseding Second Sheet No. F-GTS 3

<u>Monthly Tolerance Level</u>	<u>Rate per Mcf for all Delivery Volumes</u>
Two Percent	\$0.022
Four Percent	\$0.027
Six Percent	\$0.034
Eight Percent	\$0.040
Ten Percent	\$0.046

6. Rates and Charges

- 6.1 The volumetric charge for each Customer at each Delivery Point served under this rate schedule shall not exceed the rates set forth below plus any riders applicable to service rendered under this rate schedule:

For the first 100 Mcf each month, \$1.3128 per Mcf,
For the next 400 Mcf each month, \$1.0528 per Mcf,
For all over 500 Mcf each month, \$0.8788 per Mcf.

In no event shall the volumetric charge for volumes delivered under this rate schedule be less than the Variable Cost of Service.

- 6.2 In addition to the volumetric charge, each Customer shall be charged a Customer charge of \$102.50 per Delivery Point per month.
- 6.3 Any Customer that does not receive all of its natural gas requirements through East Ohio will be subject to a surcharge equal to \$3.00 per Mcf times the Customer's Maximum Daily Transportation Quantity, payable monthly.
- 6.4 Any Customer initiating transportation service under this rate schedule who was exclusively a sales customer of East Ohio as of November 8, 1994 shall continue to be responsible for charges pursuant to East Ohio's Interim Emergency and Temporary PIP Plan Rider. Such Customer shall also be responsible for East Ohio's Uncollectible Expense Rider and receive a credit for \$0.0601 per Mcf in recognition thereof.

Issued: April 2, 2004

Effective: With bills rendered on or after April 2, 2004
Filed under authority of The Public Utilities Commission of Ohio in Case No. 03-2573-GA-ATA
Bruce C. Klink, Vice President

EOG Transport

Dominion East Ohio Transportation Customer Rates									
Daily Transportation Customers (DTS)					Storage				
Monthly Service Charge:		\$	377.00		Volume Banking		Monthly Tolerance Level		
Transportation Rate	First 500 Mcf/month	\$	1.0803	Mcf			2%	\$	0.0220
	Next 24,500 Mcf/month	\$	0.9113	Mcf			4%	\$	0.0270
	Next 25,000 Mcf/month	\$	0.5603	Mcf			6%	\$	0.0340
	Over 50,000 Mcf/month	\$	0.1663	Mcf			8%	\$	0.0400
							10%	\$	0.0460
PIPP RIDER ² (effective 05/12/99):		\$	0.1110	Mcf	FSS Storage	Base Rate (MSC):		\$	0.4030
Transition Cost :		\$	-	Mcf		Injections:			
Migration Rider Part A ³ :		\$	0.0990	Mcf		FSS:		\$	0.0580
Energy Choice Program Costs:		\$	-	Mcf		EFSS:		\$	0.0830
Uncollectible Expense Rider ² :		\$	0.2531	Mcf		Withdrawals:			
Excise Tax Rider						FSS:		\$	0.0570
First 100 Mcf/month		\$	0.1593	Mcf		EFSS:		\$	0.0820
Next 1,900 Mcf/month		\$	0.0877	Mcf		In/Out Storage			
Over 2,000 Mcf/month		\$	0.0411	Mcf		Reservation fee (MDSC):		\$	1.8700
						Maximum Storage Capacity (MSC):		\$	0.0410
						Injections/Withdrawals:		\$	0.0220
General Transportation Customers ¹ (GTS)					Transportation Service for Schools ¹ (TSS)				
Monthly Service Charge:		\$	102.50		Monthly Service Charge:		\$	50.00	
Transportation Rate	First 100 Mcf/month	\$	1.3128	Mcf	Transportation Rate	First 100 Mcf/month	\$	1.4568	Mcf
	Next 400 Mcf/month	\$	1.0528	Mcf		Next 400 Mcf/month	\$	1.1968	Mcf
	Over 500 Mcf/month	\$	0.8788	Mcf		Over 500 Mcf/month	\$	1.0228	Mcf
PIPP RIDER ² (effective 05/12/99):		\$	0.1110	Mcf	PIPP RIDER ² (effective 05/12/99):		\$	0.1110	Mcf
Transition Cost :		\$	-	Mcf	Transition Cost :		\$	-	Mcf
Migration Rider Part A ³ :		\$	0.0990	Mcf	Migration Rider Part A ³ :		\$	0.0990	Mcf
Energy Choice Program Costs:		\$	-	Mcf	Energy Choice Program Costs:		\$	-	Mcf
Uncollectible Expense Rider ² :		\$	0.2531	Mcf	Uncollectible Expense Rider ² :		\$	0.2531	Mcf
Excise Tax Rider					Excise Tax Rider				
First 100 Mcf/month		\$	0.1593	Mcf	First 100 Mcf/month		\$	0.1593	Mcf
Next 1,900 Mcf/month		\$	0.0877	Mcf	Next 1,900 Mcf/month		\$	0.0877	Mcf
Over 2,000 Mcf/month		\$	0.0411	Mcf	Over 2,000 Mcf/month		\$	0.0411	Mcf
Effective Date: 06-Jul-05					Effective Date: 06-Jul-05				

1. All GTS and TSS customers are required to take a minimum of 2% volume banking. GTS customers include Full-Requirement and General customers.
2. Any Customer initiating transportation service under this rate schedule who was exclusively a sales customer of East Ohio as of November 8, 1994 shall continue to be responsible for charges pursuant to East Ohio's Interim Emergency and Temporary PIP Plan Rider. Such Customers shall also be responsible for East Ohio's Uncollectible Expense Rider and receive a credit for \$0.0601 per Mcf in recognition thereof.
3. Pursuant to The Public Utilities Commission of Ohio Opinion and Order in Case Nos. 97-219-GA-GCR and 97-119-GA-FOR dated November 5, 1998 the Transportation Migration Rider, Part A, has been increased from \$0.000 per Mcf to \$0.099 per Mcf. The transition cost recovery surcharge has been reduced to \$0.000 per Mcf from its prior level of \$0.012 per Mcf which was capped at 10% of all transportation related charges.

NEO 78754 / 107128 53404 53404 53404

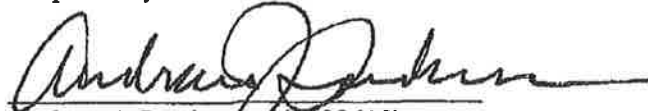
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Technician PMW Date Processed 7/28/09

5. No party to the agreement holds any interest in any other party to the agreement.
6. The Natural Gas Transportation Service Agreement conforms to the Commission's transportation guidelines. Shipper will tender to Applicant those volumes of gas delivered on its behalf to Applicant's receipt point on Cobra Pipeline Co., Ltd. in Middlefield Township, Geauga County, and Applicant will, subject to the provisions of the agreement, deliver said volumes of gas on a firm basis to points of interconnection between Applicant and Shipper's school buildings.
7. Orwell-Trumbull submits that the attached new arrangement with Newbury Local Schools is reasonable and should be approved pursuant to Section 4905.31, Ohio Revised Code.

WHEREFORE, Orwell-Trumbull Pipeline Company, LLC respectfully requests that the Commission approve the new arrangement with Newbury Local Schools attached to this Application pursuant to Ohio Revised Code Section 4905.31. Expedited consideration is requested.

Respectfully Submitted,



Andrew J. Sonderman (0008610)
Weltman, Weinberg & Reis Co., LPA
175 S. Third Street, Suite 900
Columbus, Ohio 43215
614.857.4383 (voice)
614.233.6826 (facsimile)
asonderman@weltman.com

Attorney for Orwell-Trumbull Pipeline Co., LLC

Exhibit**A**TRANSPORTATION SERVICE AGREEMENT No. 1006

THIS AGREEMENT made and entered into as of the 27th day of July, 2009, by and between ORWELL-TRUMBULL PIPELINE COMPANY, LLC. ("Company") and NEWBURY LOCAL SCHOOLS, NEWBURY, OHIO ("Customer") (sometimes jointly referred to as "Parties").

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 the effective applicable transportation service provisions of Company's approved Tariff Gas P.U.C.O No. 1 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 Delivery Point(s). The Point(s) of Receipt, Customer's Delivery Point(s), the Maximum Daily Quantity (MDQ) if applicable and the quality of service shall be set forth in Section 7 of this Transportation Service Agreement.

Section 2. Incorporation of Tariff Provisions. This Transportation Service Agreement shall be subject to and governed by the provisions of the Company's Tariff Gas P.U.C.O. No. 1, as the same may be amended or superseded from time to time, which is incorporated herein by this reference.

Section 3. Regulation. This Transportation Service 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 or continued.

Section 4. Term. This Transportation Service Agreement shall have a commencement date of the date that service is made available and shall continue for a period of 5 years from the commencement date,

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 by certified mail, facsimile transmission confirmed by ordinary mail or e-mail confirmed by ordinary mail to the address provided in Section 7(E) of this Agreement.

Section 6. Cancellation of Prior Agreements. This agreement supersedes and cancels, as of the effective date herein, any previous service agreements between the parties hereto.

Section 7. Contract Data

A. PRIMARY POINT(S) OF RECEIPT INTO ORWELL-TRUMBULL PIPELINE COMPANY, LLC.

Gate Station	Township	County
1)Orwell Trumbull Pipeline Interconnect Meter No. 740018	Middlefield	Geauga
2)		
3)		

B. DELIVERY POINT(S) FROM ORWELL-TRUMBULL PIPELINE COMPANY, LLC.

Meters	Township	County
1) Highschool	Newbury	Geauga
2) Elementary School	Newbury	Geauga
3)		

C. TRANSPORTATION SERVICE - VOLUME DETAIL

Quality of Service: **FIRM (X)** INTERRUPTIBLE (____)

Shrinkage: ____%. This percentage may be adjusted annually by the Company.

Maximum Daily Quantity (MDQ): 60 Dth

D. TRANSPORTATION SERVICE RATE: \$0.90 per Mcf Delivered

E. MONTHLY SERVICE CHARGE: \$10.00 Per Meter Per Month

F. NOTICES

To Orwell Trumbull:

Orwell Trumbull Pipeline
Attention: Steve Rigo
3511 Lost Nation Rd.
Suite 213
Willoughby, OH 44094
Phone: 440-255-1945
Fax: 440-255-1985
srigo@orwellgas.com

To. Customer:

Newbury Local Schools
Attention: David M. Hoskin
14775 Auburn Rd.
Newbury, OH 44065
440-564-5501
Fax: 440-564-9480
E-mail Address: ne_hoskin@lgca.org

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

NEWBURY LOCAL SCHOOLS

By: David M. Hoskin

David M. Hoskin

[PRINT NAME]

Title: Treasurer

ORWELL-TRUMBULL PIPELINE CO., LLC.

By:

Sean S. Williams

[PRINT NAME]

Title: Operations Manager

TRANSPORTATION FIRM SERVICE AGREEMENT

BY THIS AGREEMENT, entered into as of the 30th day of January, 2009, Orwell-Trumbull Pipeline Co., LLC (hereinafter, "Transporter") an Ohio limited liability company and Lake Hospital System, Inc. (hereinafter, "Customer") an Ohio not-for-profit corporation, (Transporter and Customer are hereinafter sometimes referred to collectively as the Parties and individually as a Party) for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby recite and agree as follows:

WHEREAS, Transporter owns a natural gas pipeline system within the vicinity of the customer, in Lake County, Ohio and Geauga County, Ohio (Pipeline); and

WHEREAS, Transporter is a Natural Gas pipe-line company as defined in Ohio Rev. Code §4905.03(A)(7) operating natural gas pipelines and related facilities located within the State of Ohio under jurisdiction of the Public Utility Commission of Ohio; and

WHEREAS, Transporter has an interconnection with Cobra Pipeline Company, LLC identified as the Middlefield Gate in Geauga County, Ohio

WHEREAS, Customer desires natural gas service and, subject to the terms and conditions hereof and unless terminated as provided hereunder, agrees to utilize Transporter's natural gas pipeline system exclusively for the transportation of natural gas on a firm basis to the point or points of measurement of natural gas deliveries to each of the facilities indicated below, which shall be the Customer's "Delivery Points":

Concord
Lake-West Hospital and MOB's
Mentor Medical Campus

Tri-Point Campus and MOB's

Willoughby
Mentor

Within 120 days from the date of the Entry approving this Agreement by the Public Utilities Commission of Ohio under Ohio Revised Code §4905.31, Customer may make a written election submitted to Transporter as provided in this Agreement for Notices to add additional Customer Delivery Points for additional existing or newly constructed or acquired facilities owned and/or operated by Customer. In the event of such written election, service by Transporter to such additional Customer Delivery Points shall be subject to all terms and conditions of Transporter's approved tariff and this Agreement.

WHEREAS, Transporter and Customer have agreed that such transportation service shall be provided by Transporter to Customer pursuant to Transporter's approved tariff and a special arrangement approved by the Public Utilities Commission of Ohio pursuant to Ohio Revised Code §4905.31, and expressly subject to the terms and conditions hereof.

WHEREAS, the Parties agree that Customer shall have the right, in its sole judgment, to terminate this agreement, at any time during the term of this Agreement and without liability to Customer upon three days prior written notice if any of the following events occur:

- i) Transporter fails to deliver natural gas tendered to Transporter at the primary receipt point(s) to any of Customer's facilities pursuant to this Agreement, or Cobra Pipeline Co., Ltd fails to deliver natural gas tendered to it for redelivery on Customer's behalf to Transporter, unless either (a). excused by an event of Force Majeure or (b). Transporter cures the failure to deliver natural gas tendered to Transporter within the three-day period after receipt of written notice;
- ii) Despite commercially reasonable efforts, Customer determines that it is unable to deliver sufficient supplies of natural gas to Cobra Pipeline Co., Ltd for redelivery on Customer's behalf to Transporter or to Transporter's primary receipt point(s) for redelivery by Transporter to the delivery points. It is expressly understood that Customer's commercially reasonable efforts must include providing Transporter with a reasonable opportunity to identify an alternative sufficient supply of natural gas that can be delivered to Transporter's primary receipt point(s) for redelivery by Transporter to Customer's Delivery Points within the three-day period after receipt of written notice. For this purpose, Customer will agree to provide Transporter with satisfactory documentation of delivered price and conditions of delivery of its supplies currently being delivered to Transporter's primary receipt point(s).

In the event of a termination pursuant to paragraph (i) or (ii) above, Customer shall reserve all rights and remedies available to it under Ohio law. In such event, Customer shall have the right to discontinue service from Transporter and obtain service from DEO or any other natural gas transporter or distribution company for any or all of its facilities.

WITNESSETH: In consideration of the mutual covenants herein contained, the Parties hereto agree that Transporter will transport for Customer, on a firm basis, and Customer will furnish, or cause to be furnished, to Transporter natural gas for such transportation during the term hereof. Additional terms and conditions hereinafter provided to include the attached Exhibit A.

Commencement Date:	January th 2, 2009
Expiration Date:	A period of Twelve years from Commencement Date
Primary Receipt Point:	Cobra Pipeline/Orwell-Trumbull Middlefield Gate
Maximum Daily Quantity:	1000 Dth
Shrinkage:	0 % (percent)

Monthly Charges:

Customer Service Charge: \$ 100.00 (per delivery point) effective as to a delivery point only if and when deliveries hereunder commence to such delivery point

Transportation Charge: Subject to the following paragraph regarding a change in primary receipt point, Transporter agrees to set its maximum volumetric transportation rate at \$.155 per Mcf commencing on the commencement date for deliveries to Customer's Delivery Points identified in this Agreement until Transporter has delivered an aggregate of 200,000 Mcf to Customer. After Transporter has delivered to Customer an aggregate amount of 200,000 Mcf, Transporter may set its maximum volumetric transportation rate during the term of this Agreement at a rate not to exceed \$.31 per Mcf to each Customer Delivery Point. The charge for Monthly Service Charges and imbalance penalties will remain unchanged during the entire term of the agreement. The charge for Shrinkage shall remain unchanged subject to a change in primary receipt point as described in the following paragraph.

The parties agree that if the primary receipt point is changed at any time during the term of this agreement from Cobra Pipeline/Orwell-Trumbull Middlefield Gate to the North Coast Pipeline interconnect with Transporter so that Cobra Pipeline Co. Ltd is no longer an upstream transporter then Shrinkage shall be adjusted for the remainder of the term to Three Percent (3%). Also, the maximum volumetric rate charged hereunder shall be adjusted to a rate not to exceed \$.31 per Mcf until Transporter and Cobra Pipeline have delivered an aggregate of 200,000 Mcf to the Customer Delivery Points, and a maximum volumetric rate after that aggregate delivery has been achieved of \$.62 per Mcf for the remainder of the term of the Agreement.

Volume Bank Tolerance: ___ % of Monthly Delivery Volume

Volume Bank Charges: (Check desired Tolerance)

- | | |
|-------------------------------------|--|
| <input type="checkbox"/> | 2% Tolerance \$0.02/Mcf delivered to Delivery Point |
| <input type="checkbox"/> | 4% Tolerance \$0.03/Mcf delivered to Delivery Point |
| <input type="checkbox"/> | 6% Tolerance \$0.04/Mcf delivered to Delivery Point |
| <input type="checkbox"/> | 8% Tolerance \$0.05/Mcf delivered to Delivery Point |
| <input checked="" type="checkbox"/> | 10% Tolerance \$0.06/Mcf delivered to Delivery Point |

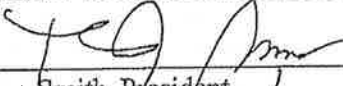
Transporter, at its sole discretion, may offer transportation services at rate(s) that are downwardly flexible from the maximum volumetric rate set forth above. The rate may be flexed between the transportation charge set forth above and a lower bound that recovers all variable costs of service and provides a contribution to Transporter's fixed costs of providing service. Such reduced rates may be determined based on competitive services available to Customer, the quality (firm

or interruptible) of service and Transporter's need to achieve load preservation or the economic recovery of costs of Transporter.

Taxes: All bills rendered shall be adjusted to provide for the recovery of the Ohio Mcf excise tax (sometimes referred to by the Ohio Department of Taxation as the "Natural Gas Consumption Tax") and the Ohio Gross Receipts Tax.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed as of the date set forth above.

ORWELL-TRUMBULL PIPELINE CO., LLC



Thomas Smith, President

Date: 1/30/09

LAKE HOSPITAL SYSTEM, INC.



Stephen Karns
Vice-President

Date: 1/30/09

EXHIBIT A

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used herein and shall be construed to have the meaning as follows:

- A. "Btu" shall mean the British thermal unit as defined by international standards.
- B. "Business Day" shall mean any weekday, excluding federal banking holidays.
- C. "Central Clock Time" (C.T.) shall mean Central Standard Time adjusted for Daylight Savings Time.
- D. "Dekatherm" or "Dth" means the quantity of gas measured by its thermal value. A dekatherm is 1,000,000 Btus. Dekatherm shall be the standard unit for purposes of nominations, scheduling, storage, and balancing.
- E. "Delivery Point(s)" shall mean the point(s) of measurement at which Transporter delivers Customer-owned Gas to Customer at its hospital and hospital-related facilities located in Lake County, and Geauga County, Ohio listed in the Agreement and at which Customer receives such Gas from Transporter.
- F. "Delivery Line" means the pipeline and appurtenances needed to supply Gas from Transporter's pipeline system to the Customer's Delivery Point at each of Customer's facilities.
- G. "Delivery Volume" shall mean the volume of Gas actually taken at the Delivery Point(s) by or on behalf of Customer.
- H. "Firm" shall mean that each Dth Customer tenders at the Receipt Point will be delivered to Customer's Delivery Point(s) without Interruption except under Force Majeure conditions, a gas supply shortage emergency or an energy emergency declared by the Commission.
- I. "Gas" shall mean natural gas of transmission pipeline quality.
- J. "Gas Day" or "Day" shall mean a period of 24 consecutive hours, beginning at 9:00 a.m. Central Clock Time, as adjusted for Daylight Savings Time, and the date of the Day shall be that of its beginning.
- K. "Gas Supply Shortage Emergency" shall mean a situation where insufficient gas supply exists and utilization of any available lower priority gas is essential to avoid the loss of service to human needs, heat-sensitive consumers.
- L. "Heating Value" shall mean the gross heating value on a dry basis, which is the number of British thermal units produced by the complete combustion at constant pressure of the amount of dry gas (gas containing no water vapor) that would occupy a volume of one Cubic Foot at 14.73 psia and 60°F with combustion air at the same temperature and pressure as the gas, the

products of combustion being cooled to the initial temperature of the gas and air, and the water formed by combustion condensed to the liquid state.

M. **"Imbalance"** shall mean the daily difference between the Dths tendered by or for Customer's account at the Receipt Point and the metered volumes allocated to Customer at the Delivery Point(s).

N. **"Interruptible"** shall mean that each Dth Customer tenders at the Receipt Point will be delivered to Customer's Delivery Point(s) if Transporter, using reasonable judgment, determines that capacity exists after all the Firm transport needs are accounted for to permit redelivery of tendered gas.

O. **"Maximum Daily Quantity" or "(MDQ)"** shall mean the maximum daily firm natural gas quantity which Customer shall be entitled to nominate during any 24-hour period. Customer's MDQ shall be as set forth in the Transportation Agreement.

P. **"Month"** shall mean a calendar month beginning at 9:00 a.m. Central clock time on the first day of the calendar month and ending at 9:00 a.m. Central clock time the first day of the following calendar month.

Q. **"Nomination"** shall mean the confirmed Quantity of Gas that Customer shall arrange to have delivered to the Receipt Point(s) for redelivery by Transporter to the Delivery Point(s).

R. **"Operational Flow Order" or "OFO"** shall mean a declaration made by Transporter that conditions are such that Transporter can only safely transport an amount of Gas during a calendar day equal to the amount of Gas which Customer will actually tender at the Receipt Point on that calendar day. Transporter shall only declare an Operational Flow Order if an upstream pipeline declares an operational flow order or otherwise restricts the flow of Gas which normally would be delivered to Transporter at the Receipt Point.

S. **"Overrun"** shall mean any volume of Gas actually transported which, as measured on a daily basis, exceeds the maximum daily quantity (MDQ) established by this Agreement.

T. **"PUCO" or "Commission"** means the Public Utilities Commission of Ohio or any successor governmental authority.

U. **"Quantity of Gas"** shall mean the number of units of gas expressed in Mcf unless otherwise specified.

V. **"Receipt Point(s)"** shall mean those measurement locations where Customer-owned gas enters Transporter's Pipeline.

W. **"Shrinkage"** shall mean the quantity of Gas required by Transporter to replace the estimated quantity of Gas that is required for compressor fuel, and lost-or-unaccounted-for Gas when transporting the tendered quantities. This percentage is set forth in the Transportation Agreement.

X. "Transporter" means Orwell-Trumbull Pipeline Co., LLC, and its permitted successors and assigns.

Y. "Written Notice" shall mean a legible communication received by the intended recipient of the communication by United States mail, express courier, or confirmed facsimile. Written Notice may also be provided by E-mail, but shall not be effective until such time as (a) the E-mail is acknowledged by the intended recipient; (b) or the intended recipient receives a copy of such E-mail by US mail, express courier, or facsimile.

I. DELIVERY AND FIRM TRANSPORTATION

1.1 Customer shall arrange with supplier(s) of Customer's selection to have Gas meeting all of the requirements for consumption tendered to Transporter at the primary receipt point(s) for re-delivery to the measurement point(s) at the hospital and hospital-related facilities identified in the Agreement located in Lake County, Ohio and Geauga County, Ohio (which shall be the Customer Delivery Points) in an amount not to exceed Customer's MDQ adjusted for Transporter's Shrinkage as specified in the Transportation Agreement tendered to the Receipt Point(s) for delivery into the Transporter Pipeline on Customer's behalf. Transporter shall then redeliver, on a firm basis, such quantities, less Transporter's Shrinkage, to Customer, or on behalf of Customer, at the Customer Delivery Point(s) for each location specified in the Transportation Agreement.

1.2 For planning purposes, Customer shall provide Written Notice, at least three (3) business days prior to the start of each Month, to Transporter of the amount of Gas it intends to transport each day of the upcoming Month, it being expressly agreed that Customer will schedule gas for receipt by Transporter each day based on attainment of the actual average daily estimate for the month of Gas to be delivered at the Delivery Point for each location specified in the Transportation Agreement. Each day Customer shall submit its Nomination to Transporter, or Transporter's designee, by no later than 11:30 am Central Clock Time for Gas flow the following day. This nomination should correspond to scheduled deliveries Customer makes on the upstream transmission pipeline(s). Should Customer desire to modify its Nomination either on the current Day or after the Nomination deadline for Gas flow the following day, Transporter shall make every attempt to accommodate Customer's request provided Transporter can confirm such quantities with the upstream pipeline at the Receipt Point(s).

1.3 Customer shall be permitted to have delivered into and removed from Transporter's Pipeline its nominated Gas volume, adjusted for Transporter's Shrinkage, up to the MDQ previously agreed to and set forth in the Transportation Agreement.

1.4 If any transmission pipeline interconnected with Transporter issues an operational flow order ("OFO") then Transporter may issue its own matching OFO on its Pipeline that will apply to Customer. The OFO may restrict Customer to nominate into the Transporter Pipeline only that volume of Gas that Customer will have redelivered the same day adjusted for Transporter's Shrinkage. Transporter will use its best efforts to limit such OFO to just the time necessary to comply with applicable upstream transmission pipeline OFOs. Transporter will only

assess OFO penalties to Customer if Transporter is actually assessed penalties by an applicable upstream pipeline.

1.5 Transporter and Customer agree that Customer may elect to establish volume banking by providing written notice as provided in Section 5.5 of Exhibit A to this Agreement at least three (3) business days prior to the start of each month, subject to the following provisions for banking and balancing transportation and storage volumes and resolving imbalances:

- (a) Transporter will establish an account for Customer's volumes received by Transporter but not delivered to Customer at its hospital and hospital-related facilities during the same monthly billing cycle. Such undelivered volumes shall be called a Volume Bank and Customer shall be permitted to receive such banked volumes at a later date up to the Volume Bank Tolerance specified in the Transportation Agreement.
- (b) In the event Customer's Volume Bank balance exceeds the Volume Bank Tolerance, Transporter may, at its option, purchase the excess volumes at a rate determined by adding the current month's indexed gas cost, as published in the first gas market report each month in Inside FERC's Gas Market Report, for Louisiana Onshore gas entering applicable interstate pipeline, times 90%, plus the released firm transportation commodity charge to transport gas on applicable interstate pipeline adjusted for shrinkage to receipt point. In any month when Customer exceeds the Volume Bank Tolerance and Transporter incurs a storage overrun or excess storage injection penalty from applicable interstate pipeline in that month, then Customer is liable for its pro rata share of the penalty.
- (c) If the amount of natural gas tendered to the receipt point(s) minus the shrinkage for the immediately preceding monthly billing cycle is less than the amount of natural gas taken by the Customer at the Customer's Delivery Points, then the Customer may be cashed out as provided in Transporter's tariff.
- (d) In the event service hereunder is terminated, Transporter will deliver to Customer volumes of its gas which Company is holding in Customer's Volume Bank account during the three monthly billing cycles subsequent to the date of termination. In addition, Transporter may offset any outstanding gas transportation charges or other charges that are due.

1.6 Customer warrants that it has title to all Gas delivered to Transporter at the Receipt Point(s), free and clear of all claims, liens, and other encumbrances, and further covenants and agrees to indemnify and hold harmless from all claims, demands, obligations, suits, actions, debts, accounts, damages, costs, losses, liens, judgments, orders, attorneys fees, expenses and liabilities of any kind or nature arising from or attributable to the adverse claims of any and all other persons or parties relating to such Gas tendered by Customer at the Receipt Point(s). Customer shall pay or cause to be paid all taxes, assessments, charges or fees imposed

by governmental authorities, (including without limitation, all applicable state sales and use taxes but excluding any income taxes, business license or franchise taxes levied or assessed against Transporter) with respect to gas transported hereunder. Customer's obligation to pay such unpaid taxes, assessments, fees and charges that are due and payable prior to the termination of this agreement shall survive termination of this Agreement. Upon request, Customer shall execute and deliver to Transporter such forms, certificates, or other documents as Transporter may require the applicability of any such tax, assessment, charge or fee to the transportation of the gas delivered hereunder.

1.7 Transporter's transportation charge, as set forth in this agreement, includes all transportation costs from the Receipt Point(s) listed in this agreement to the Customer Delivery Point of each of the Customer's facilities.

1.8 Customer will allow Transporter the use of existing Customer-owned Delivery Line(s), if any, at each facility for the purpose of supplying natural gas. Customer shall provide a suitable site for the measurement equipment and connections at the Customer Delivery Points and Transporter shall have the right of access thereto and maintaining such metering facilities and reading the same. The piping after the meter will be owned by Customer and the meter and pressure regulator will remain the property of Transporter. Transporter shall pay all costs of installing and maintaining all such meters and measurement facilities during the term of this Agreement.

II. QUANTITY AND PRICE

2.1 Customer shall pay Transporter a Monthly Customer Service Charge as specified in the Transportation Agreement. Customer shall also pay the Transportation Charge in effect for such month, plus Transporter's Shrinkage as stated on the Transportation Agreement for each Mcf of Gas delivered to the Customer Delivery Points.

2.2 Customer may request Transporter to receive and deliver quantities in excess of Customer's daily nomination, or in excess of its MDQ. Such quantities will be transported on an interruptible basis at a negotiated rate not to exceed the maximum volumetric transportation rate stated in the Transportation Agreement. Transport of such quantities shall not constitute a waiver of this provision or an adjustment of the MDQ. Transport of excess quantities may cease at any time if firm customers of Transporter require capacity. Transporter shall have no obligation to transport unauthorized overruns. Customer shall pay an unauthorized daily overrun charge assessed by a transmission pipeline tendering volumes on Transporter's behalf at the Receipt Point(s).

III. TERM

3.1 The term of this Agreement shall commence on the Commencement Date and end on the Expiration Date specified in the Transportation Agreement, and from month to month thereafter unless terminated earlier by Customer pursuant to the provisions of subparagraph (i) or (ii) at page 2 of the Transportation Agreement, or after the Expiration Date by either party upon ninety (90) days prior written notice.

IV. MEASUREMENT AND QUALITY OF GAS

4.1 Billings for all receipts and deliveries hereunder shall be made in Mcf. In converting thermal units to Mcf's, Transporter shall have the right to rely upon the heat content calculation employed by the transmission pipeline tendering volumes on Shipper's behalf at the Receipt Point(s) and Transporter shall have no obligation to install thermal measurement equipment at the Customer Delivery Points.

4.2 All Gas delivered under this Agreement shall be Commercially free from solid and liquid impurities and shall satisfy all pipeline quality standards reasonably established from time to time by Transporter and upstream pipelines.

V. BILLING AND PAYMENT

5.1 On or about the tenth (10th) day of each calendar month, Transporter will, render to Customer a statement setting forth the total volume of Gas delivered hereunder for Customer during the immediately preceding Month. In the event Transporter was not able to take actual meter readings at any meter in time for preparation of the monthly statement, Transporter may use an estimated Gas delivery volume based upon confirmed nominations. Any such estimated delivery volume shall be corrected in the first statement after the actual meter readings become available.

5.2 In the event of a meter failure a reconstructed bill using the best information available shall be used.

5.3 Customer agrees to pay Transporter the amount payable according to such statement within thirty (30) days after Customer's receipt of the invoice.

5.4 Failure to tender payment within thirty (30) days of the invoice date shall result in a monthly interest charge of one and one-half percent (1.5%) per month on the unpaid balance. In addition, should Customer's payment be delinquent by more than thirty (30) days, Transporter shall have the right, at its sole discretion, to terminate this agreement and to terminate Gas transportation in addition to seeking other legal redress. Transporter will first contact Customer about any payment issues and try to resolve those issues in a reasonable manner.

5.5 Any notice, request, demand, statement, or other correspondence shall be given by Written Notice to the Parties hereto, as set forth below:

Customer:

Lake Hospital System, Inc.
Attention: Ted Hoffman
10 East Washington Street
Painesville, OH 44077
Fax: (440) 354-1994

Email: ted.hoffman@lhs.net

With a copy to:

Lake Hospital System, Inc.
Attention: General Counsel
10 East Washington Street
Painesville, OH 44077

TRANSPORTER:

Orwell-Trumbull Pipeline Co., LLC
Attention: Business Manager
8500 Station Street, Suite 100
Mentor, Ohio 44060
Fax: (440) 255-1985
Email: mwhelan@neogas.com

VI. FORCE MAJEURE

6.1 Except with regard to a party's obligation to make payment due under Section 2 and Section 5, and Imbalance Charges under Section 1, neither party shall be liable to the other for failure to perform a firm obligation to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 6.2.

6.2 Force Majeure shall include but not be limited to the following (1) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area; floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption of firm transportation and/or storage by upstream transmission pipeline(s); (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, terrorism, insurrections or wars; and (v) governmental actions such as necessity for compliance with any court order, statute, ordinance, or regulations promulgated by a governmental authority having jurisdiction. The Parties shall make reasonable efforts to avoid the adverse impacts of a Force Majeure event and to resolve the event of occurrence once it has occurred in order to resume performance.

6.3 Neither party shall be entitled to the benefit of the provision of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary firm transportation unless primary, in-path, firm transportation is also curtailed; (ii) the party claiming Force Majeure failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship. The claiming of Force Majeure shall not relieve either party from meeting all payment obligations.

6.4 Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the sole discretion of the party experiencing such disturbances.

6.5 The party whose performance is prevented by Force Majeure must provide notice to the other party. Initial notice may be given orally; however, written notification with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notification of Force Majeure to the other party, the affected party will be relieved of its obligation to make or accept delivery of Gas as applicable to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligation to the other during such occurrences or event.

VII. GAS SUPPLY SHORTAGE EMERGENCY CURTAILMENT

7.1 In the event of a gas supply shortage emergency, Customer shall be subject to Transporter's policy concerning curtailment or discontinuation of gas service.

The following classifications set forth the rules of Transporter governing the curtailment of gas service to various classes of customers in the event of a gas supply shortage emergency. Transporter may curtail or discontinue gas service in accordance with this classification without incurring liability for any subsequent loss or damages that its customers may sustain through such curtailment or discontinuation.

A. **Class A Customers** shall include any service account where the use of natural gas is for space heating of a permanent residence or for use by a governmental agency or public service organization that provides emergency or life support services. Human needs customers shall include permanent residences, hospitals, nursing homes, residential correctional institutions, and motels and hotels. In the event of a shortage of gas, Class A customers shall have preference over Class B and Class C customers.

B. **Class B Customers** shall include any service account where the use is in schools, churches, and similar institutions, federal, state, county, municipal and public buildings, theaters, stores, restaurants, bakeries, and all types of commercial establishments. In the event of a shortage of gas, Class B customers shall have preference over Class C customers.

C. **Class C Customers** shall include service accounts using gas in industrial or manufacturing facilities, including gas used for space heating by such customers, and customers using gas for the generation of power. Gas service to customers under this classification shall be subject to discontinuance or curtailment at any time, temporarily or permanently, in whole or in part, to protect or conserve the supply of gas for Class A and Class B customers.

7.2 Transporter agrees and acknowledges that Customer's facilities served hereunder constitute Class A Customers under this Agreement and Transporter's policy and rules governing curtailment.

7.3 In the event Customer does not reduce its consumption within twenty-four (24) hours of notification of a gas supply shortage emergency and Customer exceeds these reduced volumes, Customer may be liable to Transporter for liquidated damages not to exceed Transporter's actual additional cost associated with such overrun.

7.4 Gas supply shortage emergency curtailment shall not be imposed upon the volumes tendered by Customer for delivery to its Delivery Point unless it becomes necessary to utilize all or a portion of such volumes to supply other Class A customers. Transporter will promptly pay Customer's actual cost of the gas delivered to other Class A customers, including any transportation charges incurred by Customer in tendering gas for delivery by Transporter. If Transporter does not pay such actual cost within fifteen (15) days of receipt of such invoice, interest shall accrue based on the prime rate as published in the Wall Street Journal, plus two percent (2%).

VIII. ADDITIONAL TERMS

8.1 In the event of an energy emergency declared by the Governor or any other lawful, official or body, it is understood that Transporter shall and will follow the dictates of any energy emergency rule, or order. Transporter shall not be liable for any loss or damage suffered by Customer as a result thereof.

8.2 This Agreement shall be construed under the laws of the State of Ohio.

8.3 This Agreement, together with all schedules and exhibits hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

8.4 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Neither this Agreement nor any of the rights, benefits or obligations hereunder shall be assigned, by operation of law or otherwise, by any Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Except as expressly provided herein, nothing in this Agreement, is intended to confer upon any person other than the Parties and their respective permitted successors and assigns, any rights, benefits or obligations hereunder.

8.5 The parties agree that either Party hereto, may request that any dispute arising hereunder or related to this Agreement may be resolved by binding arbitration under the auspices of the American Arbitration Association. Prehearing discovery shall be permitted in accordance with the procedures of the Ohio Rules of Civil Procedure. The arbitrator or arbitrators shall have authority to impose any remedy at law or in equity, including injunctive relief. The parties agree

that any hearing will be conducted in Cleveland, Ohio. Nothing herein shall limit Customer's rights under Ohio Revised Code Title 49 as to Transporter.

8.6 Recovery by either Party of damages, if any, for breach of any provision hereof shall be limited to direct, actual damages. Both Parties waive the right, if any, to recover consequential, indirect, punitive and exemplary damages.

8.7 The Parties represent that the individuals signing this Agreement on their behalf have all necessary corporate authorizations to do so and are expressly empowered to execute this Agreement with the intent that the Parties will be legally bound thereby.

Slone, Gregory

From: Michael Dortch <mdortch@kravitzllc.com>
Sent: Friday, August 28, 2015 3:10 PM
To: Kumar, Ajay
Subject: FW: Lake Hospital Contract
Attachments: 1005 Lake Hospital.pdf

From: Michael Dortch
Sent: Friday, August 28, 2015 2:42 PM
To: 'Michael.Schuler@occ.ohio.gov'; 'Joseph.Serio@occ.ohio.gov'; 'Debra.Bingham@occ.ohio.gov'; 'Greg Photiadis'; 'Bruce.Hayes@occ.ohio.gov'
Subject: Lake Hospital Contract

Mike, Joe:

You informally asked me about the contract between OTP and Lake Hospital. I am attaching an unredacted copy of that contract for your review. It wasn't identified in response to OCC's interrogatories because the contract is no longer in effect. It was terminated by mutual agreement when Lake Hospital's separate contract with Cobra Pipeline ended, by its terms. At that time, Lake Hospital entered into a contract to purchase gas from Gas Natural Resources (formerly JDOG-M). GNR ships gas to Lake Hospital across OTP on its own contract with OTP.

Let me know if you have any additional questions.

Mike.

TRANSPORTATION SERVICE AGREEMENT No. 101

Orwell-Trumbull Pipeline Co., LLC

THIS AGREEMENT, made and entered into as of the 15 day of January, 2009, by and between ORWELL-TRUMBULL PIPELINE CO., LLC. ("Company") and JOHN D. OIL & GAS MARKETING, LLC (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 the effective applicable transportation service provisions 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 Delivery Point(s). The Point(s) of Receipt and Customer's Delivery Point(s) to be identified in Attachments B and C respectively.

Section 2. Incorporation of Tariff Provisions. This Transportation Service Agreement shall be subject to the provisions of the Company's Tariff PUCO No. 1, as the same may be amended or superseded from time to time, which is incorporated herein by this reference.

Section 3. Regulation. This Transportation Service 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 or continued.

Section 4. Term. This Transportation Service Agreement shall become effective as of the Customer's February, 2009 billing cycle following its execution and shall continue through the last day of Customer's March, 2015 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 Transportation Service 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.

Customer may terminate this Agreement, effective as of the end of the applicable March billing cycle consistent with the above terms, or request a change in the level or quality of 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 or quality of service, to be effective as of the beginning of its April billing cycle, on or before the preceding January 2, or as soon thereafter as practicable.

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 by certified mail 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 herein, any previous service agreements between the parties hereto.

TRANSPORTATION SERVICE AGREEMENT No. 101
Orwell-Trumbull Pipeline Co., LLC

Section 7. Conditions of Service**Quality of Service:** FIRM**Balancing Time Period:** Monthly**Rates:** For incremental loads per Attachment A**NOTICES:****To Orwell-Trumbull :**

Orwell-Trumbull Pipeline Co. LLC
8500 Station Street Suite 315
Mentor, OH 44060
Attention: Customer Service
Phone: 440-205-4600
Fax: 440-205-8680
E-Mail: bwollet@cobrapipeline.com

To. Customer:

John D. Oil and Gas Marketing, LLC
3511 Lost Nation Rd Suite 201
Willoughby, OH 44094
Attention: Supply Services
Phone: 440 269-8778
Fax: 440 255-1985
E-Mail: lmolnar@johndoilandgas.com

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

JOHN D. OIL AND GAS MARKETING, LLC

By: 

Print Name: Leslie Molnar

Title: Marketing Manager

Date: 1/15/2009

ORWELL-TRUMBULL PIPELINE CO., LLC.

By: 

Print Name: Brian Wollet

Title: Supply Analyst

Date: 1/15/2009

Exhibit A

RATES

\$0.50 per MCF (thousand cubic feet) for incremental volumes only, as agreed to below:

Eye Lighting	Mentor
Accurate Metal Saw	Mentor
MC Sign	Mentor
Classic Chevy	Mentor
Classic BMW (old)	Mentor
Clasic Ford	Mentor
Classic VW	Mentor
Classic Cadillac	Mentor
Classic Hyndai	Mentor
Classic Toyota	Mentor
Classic Mini	Mentor
Classic Lexus	Willoughby
Classic BMW (new)	Willoughby
Component Repair	Mentor
Osborne Concrete and Stone Co.	Grand River
Mentor Lumber and Supply	Mentor
Aexcel Corporation	Mentor
B.B. Bradley Co., Inc.	Painesville
Roll Kraft	Mentor
Cres Cor	Mentor
Anodizing Specialists	Mentor
Andrews Osborne Academy	Willoughby
Lake Erie College (9 buildings)	Painesville
U. S. Endoscopy	Mentor
R. W. Sidley (Scale House)	Grand River
Brennens	Grand River

Initial

For Company BMW Date 2/26/09

For Customer JM Date 2/26/09

Contract #: 101

Date: January 15, 2009

Shipper: John D. Oil and Gas Marketing, LLC

Exhibit B

POINTS OF RECEIPT INTO ORWELL-TRUMBULL PIPELINE CO. LTD.

Check all that apply:

Cobra Pipeline X

North Coast Pipeline X

List other: Local Production

Initial

For Company Bmm Date 2/26/09

For Customer ym Date 2/26/09

Contract #: 101

Date: January 15, 2009

Shipper: John D. Oil and Gas Marketing, LLC

Exhibit C

DELIVERY POINTS FROM ORWELL-TRUMBULL PIPELINE CO. LTD.

Orwell Natural Gas TBS X

Brainard Gas TBS X

List other

Initial

For Company BMW Date 2/26/01

For Customer JM Date 2/26/09

Contract #: 101

Date: January 15, 2009

Shipper: John D. Oil and Gas Marketing, LLC

FILE

30

RECEIVED-BOOKETING
2008 NOV 20 PM 4:31
PUCO

Ex. 5
(Osborne)

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Orwell-
Trumbull Pipeline Company, LLC for
Approval of Transportation Service
Agreements

Case No. 08-1244-PL-AEC

**APPLICATION OF ORWELL-TRUMBULL PIPELINE COMPANY, LLC
AND REQUEST FOR EXPEDITED CONSIDERATION**

Pursuant to Section 4905.31, Ohio Revised Code, Orwell-Trumbull Pipeline Company, LLC ("Orwell-Trumbull" or "Applicant") respectfully requests that the Commission approve two Natural Gas Transportation Service Agreements. The first Agreement is between Orwell-Trumbull as Transporter and Brainard Gas Corporation ("Brainard") and Orwell Natural Gas Company ("Orwell") as Shippers. The Second Agreement is between Orwell-Trumbull as Transporter and Great Plains Exploration, LLC ("Great Plains") as Shipper. In support of this Application, Orwell-Trumbull states:

1. Applicant is an Ohio corporation and an intrastate pipeline company and public utility within the meaning of Sections 4905.02 and 4905.03, Ohio Revised Code, subject to the jurisdiction of the Public Utilities Commission of Ohio ("Commission"). Orwell-Trumbull operates pursuant to its Tariff P.U.C.O. No. 1, issued and effective on and after March 21, 2006.
2. Pursuant to its approved tariff, transportation service agreements with shippers are to be filed with the Commission for approval as special arrangements pursuant to Ohio Revised Code Section 4905.31.

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business
Technician 1 Date Processed 11-21-08

3. Brainard and Orwell are Ohio corporations, and they are natural gas companies and public utilities within the meaning of Ohio Revised Code Sections 4905.02 and 4905.03.
4. Great Plains is an Ohio limited liability company that engages in natural gas exploration and production.
5. On July 1, 2008, subject to the approval of this Commission, Applicant entered into the natural gas transportation service agreements set forth in Exhibit A (Orwell and Brainard) and Exhibit B (Great Plains).
6. No party to the agreement holds any interest in any other party to the agreement. Applicant and each of the Shippers currently are affiliates under common ownership¹.
7. The natural gas will be transported to various points of interconnection between Applicant and Shippers.
8. The Natural Gas Transportation Service Agreement conforms to the Commission's transportation guidelines. Shippers will tender to Applicant for delivery to their points of interconnection those volumes of gas delivered to receipt points identified in Exhibit B attached to each Agreement, and Applicant will, subject to the provisions of the agreement, deliver said volumes of gas on an interruptible basis.
9. Orwell-Trumbull has filed the above-described agreement for public review as Exhibit A and Exhibit B to this Application, save for the price information, which has been redacted for competitive reasons. The price information is proprietary and should not be disclosed to the public, since all of Orwell-Trumbull's rates are negotiated pursuant to its tariff and disclosure would place it at a competitive disadvantage with competing transporters.

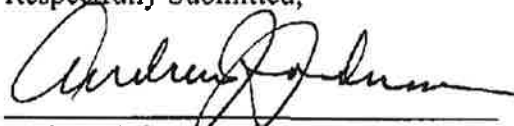
¹ A Joint Application is currently pending before the Commission at Docket No. 08-1196-GA-UNC, *In the Matter of the Joint Application of Energy West, Incorporated, Brainard Gas Corporation, Northeast Ohio Natural Gas Corporation and Orwell Natural Gas Company for the Approval of the Transfer of Stock*, filed on October 29, 2008. Upon approval of that application, Orwell-Trumbull no longer will be affiliated with Brainard or Orwell.

10. A Motion for Protective Order seeking protection of the price information in this agreement is being filed simultaneously with this Application. Three unredacted copies of Exhibit A and Exhibit B containing the confidential rate information are being provided to the Commission and its Staff for review in accordance with Ohio Admin. Code 4901-1-24(D) under seal.

11. Orwell-Trumbull submits that the attached new arrangements with Brainard and Orwell and with Great Plains are reasonable and should be approved pursuant to Section 4905.31, Ohio Revised Code.

WHEREFORE, Orwell-Trumbull Pipeline Company, LLC respectfully requests that the Commission approve the new arrangements with Brainard Gas Corporation and Orwell Natural Gas Company and with Great Plains Exploration, LLC attached to this Application pursuant to Ohio Revised Code Section 4905.31. Expedited consideration is requested.

Respectfully Submitted,



Andrew J. Sonderman (0008610)
Weltman, Weinberg & Reis Co., LPA
175 S. Third Street, Suite 900
Columbus, Ohio 43215
614.857.4383 (voice)
614.233.6826 (facsimile)
asonderman@weltman.com

Attorney for Orwell-Trumbull Pipeline Co., LLC

NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

BY THIS AGREEMENT, executed this 1st day of July, 2008 Orwell-Trumbull Pipeline Co., LLC ("OTPC"), Orwell Natural Gas Company ("ONG") and Brainard Gas Corp. ("BGC") (hereinafter ONG and BGC shall collectively be referred to as "Shipper"), OTPC and Shipper are hereinafter sometimes referred to collectively as the Parties and individually as a Party) for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby recite and agree as follows:

RECITALS

WHEREAS, OTPC owns a natural gas transmission pipeline system described on Exhibit A to this Agreement (Pipeline); and

WHEREAS, OTPC is an Ohio intrastate pipeline operating natural gas pipelines and related facilities located within the State of Ohio under authority of the Public Utility Commission of Ohio; and

WHEREAS, Shipper desires to utilize OTPC's Pipeline for the transportation of natural gas within the State of Ohio; and

WHEREAS, OTPC has agreed to provide such transportation to Shipper subject to the terms and conditions hereof,

WITNESSETH: In consideration of the mutual covenants herein contained, the Parties hereto agree that OTPC will transport for Shipper, on an interruptible basis, and Shipper will furnish, or cause to be furnished, to OTPC natural gas for such transportation during the term hereof, at prices and on the terms and conditions hereinafter provided:

AGREEMENTS**DEFINITIONS**

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used herein and shall be construed to have the meaning as follows:

A. "Btu" shall mean the British thermal unit as defined by international standards.

B. "Business Day" shall mean any weekday, excluding federal banking holidays.

- C. "Central Clock Time" (C.T.) shall mean Central Standard Time adjusted for Daylight Savings Time.
- D. "Company" means OTPC, its successors and assigns.
- E. "Customer" means any individual, governmental, or corporate entity taking transportation service hereunder.
- F. "Dekatherm" or "Dth" means the Company's billing unit measured by its thermal value. A dekatherm is 1,000,000 Btus. Dekatherm shall be the standard unit for purposes of nominations, scheduling, invoicing, and balancing.
- G. "Delivery Point(s)" shall mean the specific measurement location(s) listed on Exhibit B at which OTPC delivers Shipper-owned Gas to Shipper and Shipper receives such Gas from OTPC. Exhibit B is hereby incorporated into this Agreement.
- H. "Delivery Volume" shall mean the volume of Gas actually taken at the Delivery Point(s) by or on behalf of Shipper.
- I. "Firm" shall mean that each Dth Shipper tenders at the Receipt Point will be delivered to Shipper's Delivery Point(s) minus OTPC's Shrinkage without interruption except under Force Majeure conditions or an energy emergency declared by the Commission.
- J. "Gas" shall mean natural gas of interstate pipeline quality.
- K. "Gas Day" or "Day" shall mean a period of 24 consecutive hours, beginning at 9:00 a.m. Central Clock Time, as adjusted for Daylight Savings Time, and the date of the Day shall be that of its beginning.
- L. "Heating Value" shall mean the gross heating value on a dry basis, which is the number of British thermal units produced by the complete combustion at constant pressure of the amount of dry gas (gas containing no water vapor) that would occupy a volume of one Cubic Foot at 14.73 psia and 60° F with combustion air at the same temperature and pressure as the gas, the products of combustion being cooled to the initial temperature of the gas and air, and the water formed by combustion condensed to the liquid state.
- M. "Imbalance" shall mean the daily difference between the Dths tendered by or for Customer's account at the Receipt Point minus OTPC's Shrinkage and the metered volumes allocated to Shipper at the Delivery Point(s).

- N. **"Interruptible"** shall mean that each Dth Shipper tenders at the Receipt Point Will be delivered to Shipper's Delivery Point(s) less OTPC's Shrinkage if OTPC, using reasonable judgment, determines that capacity exists after all the Firm transport needs are accounted for to permit redelivery of tendered gas.
- O. **"Maximum Daily Quantity" or "(MDQ)"** shall mean the maximum daily firm natural gas quantity which Shipper shall be entitled to nominate during any 24-hour period. Shipper's MDQ shall be negotiated between Shipper and OTPC and incorporated into Shipper's Service Agreement with OTPC.
- P. **"Month"** shall mean a calendar month beginning at 9:00 a.m. Central clock time on the first day of the calendar month and ending at 9:00 a.m. Central clock time the first day of the following calendar month.
- Q. **"OTPC System"** shall mean the intrastate pipeline system owned by OTPC.
- R. **"Nomination"** shall mean the confirmed Quantity of Gas which Shipper shall arrange to have delivered to the Receipt Point(s) for redelivery by OTPC to the Delivery Point(s). The Nomination shall include sufficient gas to account for OTPC's Shrinkage.
- S. **"Operational Flow Order" or "OFO"** shall mean a declaration made by OTPC that conditions are such that OTPC can only safely transport an amount of Gas during a calendar day equal to the amount of Gas which Shipper will actually receive at the Receipt Point on that calendar day. OTPC shall only declare an Operational Flow Order if an upstream pipeline declares an operational flow order or otherwise restricts the flow of Gas which normally would be delivered to OTPC at the Receipt Point.
- T. **"Overrun"** shall mean any volume of Gas actually transported which, as measured on a daily basis, exceeds the maximum daily quantity (MDQ) established by this Agreement.
- U. **"PUCO" or "Commission"** means the Public Utilities Commission of Ohio or any successor governmental authority.
- V. **"Quantity of Gas"** shall mean the number of units of gas expressed in Dth or MMBtu unless otherwise specified.
- W. **"Receipt Point(s)"** shall mean those measurement locations where Shipper-owned gas enters OTPC's system.
- X. **"Service Agreement"** Each Customer shall sign an individual Agreement with OTPC prior to commencement of service that identifies the Receipt Point and Delivery Point(s), the MDQ, declares whether the transportation is Firm or Interruptible and establishes the cost

for the transportation. The Service Agreements shall be filed with the Commission pursuant to Section 4905.31, Revised Code for approval.

- Y. "Shrinkage" shall mean the quantity of Gas required by OTPC to replace the estimated quantity of Gas which is required for compressor fuel, and lost-or-unaccounted-for Gas when transporting the tendered quantities. This percentage is set forth in Exhibit B.
- Z. "Written Notice" shall mean a legible communication received by the intended recipient of the communication by United States mail, express courier, or confirmed facsimile. Written Notice may also be provided by Email, but shall not be effective until such time as (a) the Email is acknowledged by the intended recipient; (b) or a copy of such Email is received by the intended recipient by US mail, express courier, or facsimile.

I. DELIVERY AND TRANSPORTATION

1.1 Shipper shall arrange with suppliers of Shipper's selection to have Gas in an amount not to exceed Shipper's MDQ adjusted for OTPC's Shrinkage as specified on Exhibit B, tendered to the Receipt Point(s) as specified on Exhibit B, for delivery into the OTPC Pipeline on Shipper's behalf. OTPC shall then redeliver, on an interruptible basis, such quantities, less OTPC's Shrinkage, to Shipper, or on behalf of Shipper, at the Delivery Point(s) as specified on Exhibit B. All transportation by OTPC for Shipper shall be governed by OTPC's then current transportation tariff on file with the PUCO, except as expressly modified hereby.

1.2 ONG agrees that during the term of this Transportation Service Agreement it will use only OTPC's pipelines to transport gas for any of its customers; provided, however, that this exclusive use of the OTPC pipelines shall remain in effect as long as OTPC has available capacity within its pipelines. Should available capacity not exist, then during that period only ONG may use other pipelines to transport its gas requirements. This Transportation Service Agreement will only be utilized by BGC for back up purposes only and on an as needed basis.

1.3 For planning purposes, Shipper shall provide Written Notice, at least three (3) business days prior to the start of each calendar Month, to OTPC of the amount of Gas it intends to transport each day of the upcoming Month. Shipper shall submit its Nomination to OTPC by no later than 10:00 a.m. Central Clock Time for Gas flow the following day. This nomination should correspond to scheduled deliveries Shipper makes on the upstream interstate pipeline and downstream local distribution company operating the applicable Delivery Point(s). Should the Shipper desire to modify its Nomination either on the current Day or after the Nomination deadline for Gas flow the following day, OTPC shall make every attempt to accommodate Shipper's request provided OTPC can confirm such quantities with the upstream pipeline at the Receipt Point(s) and downstream entity at the Delivery Point(s).

1.4 Shipper shall be permitted to have delivered into and removed from OTPC's Pipeline its nominated Gas volume, adjusted for OTPC's Shrinkage, up to the MDQ previously agreed to and found on Exhibit B.

1.5 If any of the interstate pipelines interconnected with OTPC issues an operational flow order then OTPC may issue its own matching OFO on its Pipeline that will apply to Shippers. The OFO may restrict Shippers to nominate into the OTPC Pipeline only that volume of Gas which Shipper will have redelivered the same day adjusted for Shrinkage. OTPC will use its best efforts to limit such OFO to just the time necessary to comply with applicable upstream interstate OFOs. OTPC will only assess OFO penalties on a pro-rata basis if OTPC is actually assessed penalties by an applicable upstream pipeline.

1.6 Imbalances caused by Shipper at the Delivery Point(s) shall be resolved by OTPC and Shipper within thirty (30) days. Imbalances at the Receipt Point are governed by the terms and conditions of the upstream pipeline(s) delivering into OTPC. Any imbalance charges or penalties or costs of any kind incurred by OTPC as a result of Shipper's over or under delivery of natural gas into OTPC's system, either on a daily or monthly basis, will be reimbursed by Shipper within ten (10) days of receipt thereof. If Shipper fails to make any payments under this Agreement when due, OTPC has the right to terminate this Agreement upon two (2) days notice, unless such payment is made by the date specified in the termination notice.

1.7 Shipper warrants that it has title to all Gas delivered to OTPC, free and clear of all claims, liens, and other encumbrances, and further covenants and agrees to indemnify and hold harmless from all claims, demands, obligations, suits, actions, debts, accounts, damages, costs, losses, liens, judgments, orders, attorneys fees, expenses and liabilities of any kind or nature arising from or attributable to the adverse claims of any and all other persons or parties relating to such Gas tendered by Shipper at the Receipt Point.

II. QUANTITY AND PRICE

2.1 Shipper shall pay OTPC a Commodity Rate plus Shrinkage, as stated on Exhibit B, for each volume of Gas delivered to the Delivery Point(s).

III. TERM

3.1 The Agreement shall be effective as of 1st day of July, 2008 and shall continue in full force and effect, terminating 15 years thereafter and shall continue from year to year thereafter, unless cancelled by either party upon 30 days written notice.

IV. MEASUREMENT AND QUALITY OF GAS

4.1 Measurement of the Gas delivered and billed to Shipper shall be based upon an allocation conducted by the operator of the Delivery Point(s). Disputes regarding allocated throughput shall be handled in accordance with the tariff of the Delivery Point(s) operator. Billings for all receipts and deliveries hereunder shall be made on a thermal basis in Dth. OTPC shall provide to Shipper at Shipper's request, pertinent tariff information pertaining to method of allocating deliveries at Delivery Point(s).

4.2 All Gas delivered under this Agreement shall be commercially free from solid and liquid impurities and shall satisfy all pipeline quality standards reasonably established from time to time by OTPC and upstream or downstream pipelines.

V. BILLING AND PAYMENT

5.1 On or about the tenth (10th) day of each calendar month, OTPC will render to Shipper a statement setting forth the total volume of Gas delivered hereunder for Shipper during the immediately preceding Month. In the event OTPC was not able to take actual meter readings at any meter, or if OTPC has not received the necessary meter statements from the owner or operator of any applicable meter in time for preparation of the monthly statement, OTPC may use an estimated Gas delivery volume based upon confirmed nominations. Any such estimated delivery volume shall be corrected in the first statement after the actual meter readings become available.

5.2 In the event of a meter failure a reconstructed bill using the best information available shall be used.

5.3 Shipper agrees to pay OTPC the amount payable according to such statement on or before the twenty-fifth (25th) day of the month or within ten (10) days of receipt of the invoice whichever is later.

5.4 Failure to tender payment within the above specified time limit shall result in a monthly interest charge of one and one half percent (1-1/2%) per month on the unpaid balance. In addition, should Shipper's payment be delinquent by more than thirty (30) days, OTPC shall have the right, at its sole discretion, to terminate this Agreement and to terminate Gas transportation in addition to its seeking other legal redress. OTPC will first contact Shipper about any payment issues and try to resolve those issues in a reasonable manner.

5.5 Any notice, request, demand, statement, or other correspondence shall be given by Written Notice to the Parties hereto, as set forth below:

Shipper: Orwell Natural Gas Company or Brainerd Gas Company, as applicable
8500 Station Street, Suite 100
Mentor, Ohio 44060
EMA/L: tsmith13@sprynet.com
PHONE: (440) 974-3770
FAX: (440) 974-0844
ATTN: Thomas J. Smith

OTPC: OTPC Gas Transmission Company, LLC
8500 Station Street
Suite 100
Mentor, OH 44060
EMAIL: srigo@orwellgas.com
PHONE: (440) 974-3770
FAX: (440) 205-8680
ATTN: Stephen G. Rigo

VI. FORCE MAJEURE

6.1 Except with regards to a party's obligation to make payment due under Section 5 and Imbalance Charges under Section 2, neither party shall be liable to the other for failure to perform a firm obligation; to the extent such failure was caused by Force Majeure, The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 6.2.

6.2 Force Majeure shall include but not be limited to the following (1) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii); (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, terrorism, Insurrections or wars; and (v) governmental actions such as necessity for compliance with any court order, law statute, ordinance, or regulations promulgated by a governmental authority having jurisdiction. The Parties shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event of occurrence once it has occurred in order to resume performance.

6.3 Neither party shall be entitled to the benefit of the provision of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary firm transportation unless primary, in-path, firm transportation is also curtailed; (ii) the party claiming Force Majeure failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship. The claiming of Force Majeure shall not relieve either party from meeting all payment obligations.

6.4 Notwithstanding anything to the contrary here/n, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the sole discretion of the party experiencing such disturbances.

6.5 The party whose performance is prevented by Force Majeure must provide notice to the other party. Initial notice may be given orally; however, written notification with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notification of Force Majeure to the other party, the affected party will be relieved of its obligation to make or accept delivery of Gas as applicable to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligation to the other during such occurrences or event.

VII. ADDITIONAL TERMS

7.1 Shipper shall join with OTPC in support of the application to the PUCO for approval of this Agreement pursuant to Section 4905.31, Revised Code.

7.2 In the event of an energy emergency declared by the Governor or any other lawful official or body, it is understood that OTPC shall and will follow the dictates of any energy emergency rule, or order. OTPC shall not be liable for any loss or damage suffered by Shipper as a result thereof.

7.3 This Agreement shall be construed under the laws of the State of Ohio.

7.4 This Agreement, together with all schedules and exhibits hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

7.5 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Neither this Agreement nor any of the rights, benefits or obligations hereunder shall be assigned, by operation of law or otherwise, by any Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Except as expressly provided herein, nothing in this Agreement is intended to confer upon any person other than the Parties and their respective permitted successors and assigns, any rights, benefits or obligations hereunder.

7.6 The parties agree that any dispute arising hereunder or related to this Agreement shall be resolved by binding arbitration under the auspices of the American Arbitration Association. Preheating discovery shall be permitted in accordance with the procedures of the Ohio Rules of Civil Procedure. The arbitrator or arbitrators shall have authority to impose any remedy at law or in equity, including injunctive relief. The parties agree that any hearing will be conducted in Lake County, Ohio.

7.7 Recovery by either Party of damages, if any, for breach of any provision hereof shall be limited to direct, actual damages. Both Parties waive the right, if any, to recover consequential, indirect, punitive and exemplary damages.

7.8 Both parties shall have the right to demand credit assurances from the other party. If the financial responsibility of any Party is at any time unsatisfactory to the other Party for any reason, then the defaulting Party will provide the requesting Party with satisfactory security for the defaulting Party's performance hereunder upon requesting Party's demand. Defaulting Party's failure to abide by the provisions of this Section shall be considered a breach hereof, and the requesting Party may terminate this Agreement, provided the defaulting Party is afforded an opportunity to cure any default within three (3) business days notice of any breach. Both Parties have the right, in addition to all other rights and remedies, to set-off any such unpaid balance due the other Party, or by the parent or any subsidiary of the other Party, under any separate agreement or transaction.

7.9 No presumption shall operate in favor of or against either party regarding the construction or interpretation of this Agreement as a result of either party's responsibility for drafting this Agreement.

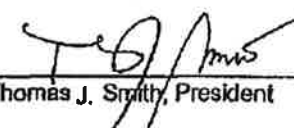
IN WITNESS WHEREOF, the Parties hereto have caused this Instrument to be executed as of the date set forth above.

Orwell-Trumbull Pipeline Co., LLC

By: 
Stephen G. Rigo,
Executive Vice President

Date: July 1, 2008

Brainard Gas Corp.

By: 
Thomas J. Smith, President

Date: July 1, 2008

Orwell Natural Gas Company

By: 
Thomas J. Smith, President

Date: July 1, 2008

Exhibit A

OTPC Gas Transmission, LLC

ALL PIPELINES OWNED BY OTPC LOCATED IN NORTHEASTERN OHIO.

Exhibit B

OTPC Gas Transmission, LLC

Primary Receipt Point

Interconnection between QTPC and North Coast Gas Transmission, LLC's Pipeline in Mantua, Ohio

Primary Delivery Point(s)

For BGC: Various interconnections between OTPC and BGC, as required for back-up services only.

For ONG: Various interconnections between OTPC and ONG.

Shrinkage

TSD

2000 Dth/day

***RATES**

Commodity Charge (paid only on quantity transported)

November-March \$ per Thousand Cubic Feet (Mcf)

April-October \$ per Thousand Cubic Feet (Mcf)

*Rates will adjust every five (5) years commencing on July 1, 2013 and continuing on each fifth (5th) anniversary date for the remaining term of this Agreement to reflect the higher of \$0.95 per Thousand Cubic Feet (Mcf) or a negotiated rate to reflect the then current market conditions existing on each such rate adjustment date. If the parties cannot agree on a rate adjustment amount, OTPC shall have the option to increase the Rate by the increase in the consumer price index all items (Cleveland, Ohio) ("CPI") as calculated from July 1, 2008 to each applicable rate adjustment date.

**Exhibit
B**

NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

BY THIS AGREEMENT, executed this 1st day of July, 2008 Orwell-Trumbull Pipeline Co., LLC ("OTPC") and Great Plains Exploration, LLC ("Shipper"), OTPC and Shipper are hereinafter sometimes referred to collectively as the Parties and individually as a Party) for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby recite and agree as follows:

RECITALS

WHEREAS, OTPC owns a natural gas transmission pipeline system described on **Exhibit A** to this Agreement (Pipeline); and

WHEREAS, OTPC is an Ohio intrastate pipeline operating natural gas pipelines and related facilities located within the State of Ohio under authority of the Public Utility Commission of Ohio; and

WHEREAS, Shipper desires to utilize OTPC's Pipeline for the transportation of natural gas within the State of Ohio; and

WHEREAS, OTPC has agreed to provide such transportation to Shipper subject to the terms and conditions hereof.

WITNESSETH: In consideration of the mutual covenants herein contained, the Parties hereto agree that OTPC will transport for Shipper, on an Interruptible basis, and Shipper will furnish, or cause to be furnished, to OTPC natural gas for such transportation during the term hereof, at prices and on the terms and conditions hereinafter provided:

AGREEMENTS

DEFINITIONS

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used herein and shall be construed to have the meaning as follows:

- A. **"Btu"** shall mean the British thermal unit as defined by international standards.
- B. **"Business Day"** shall mean any weekday, excluding federal banking holidays.
- C. **"Central Clock Time"** (C.T.) shall mean Central Standard Time adjusted for Daylight Savings Time.
- D. **"Company"** means OTPC, its successors and assigns.
- E. **"Customer"** means any individual, governmental, or corporate entity taking transportation service hereunder.
- F. **"Dekatherm"** or **"Dth"** means the Company's billing unit measured by its thermal value. *A dekatherm is 1,000,000 Btus. Dekatherm shall be the standard unit for purposes of nominations, scheduling, invoicing, and balancing.*
- G. **"Delivery Point(s)"** shall mean the specific measurement location(s) listed on **Exhibit B** at which OTPC delivers Shipper-owned Gas to Shipper and Shipper receives such Gas from OTPC. **Exhibit B** is hereby incorporated into this Agreement.
- H. **"Delivery Volume"** shall mean the volume of Gas actually taken at the Delivery Point(s) by or on behalf of Shipper.

- I. **"Firm"** shall mean that each Dth Shipper tenders at the Receipt Point will be delivered to Shipper's Delivery Point(s) minus OTPC's Shrinkage without interruption except under Force Majeure conditions or an energy emergency declared by the Commission.
- J. **"Gas"** shall mean natural gas of interstate pipeline quality.
- K. **"Gas Day" or "Day"** shall mean a period of 24 consecutive hours, beginning at 9:00 a.m. Central Clock Time, as adjusted for Daylight Savings Time, and the date of the Day shall be that of its beginning.
- L. **"Heating Value"** shall mean the gross heating value on a dry basis, which is the number of British thermal units produced by the complete combustion at constant pressure of the amount of dry gas (gas containing no water vapor) that would occupy a volume of one Cubic Foot at 14.73 psia and 60° F with combustion air at the same temperature and pressure as the gas, the products of combustion being cooled to the initial temperature of the gas and air, and the water formed by combustion condensed to the liquid state.
- M. **"Imbalance"** shall mean the daily difference between the Dths tendered by or for Customer's account at the Receipt Point minus OTPC's Shrinkage and the metered volumes allocated to Shipper at the Delivery Point(s).
- N. **"Interruptible"** shall mean that each Dth Shipper tenders at the Receipt Point will be delivered to Shipper's Delivery Point(s) less OTPC's Shrinkage if OTPC, using reasonable judgment, determines that capacity exists after all the Firm transport needs are accounted for to permit redelivery of tendered gas.
- O. **"Maximum Daily Quantity" or "(MDQ)"** shall mean the maximum daily firm natural gas quantity which Shipper shall be entitled to nominate during any 24-hour period. Shipper's MDQ shall be negotiated between Shipper and OTPC and incorporated into Shipper's Service Agreement with OTPC.

- P. **"Month"** shall mean a calendar month beginning at 9:00 a.m. Central clock time on the first day of the calendar month and ending at 9:00 a.m. Central clock time the first day of the following calendar month.
- Q. **"OTPC System"** shall mean the intrastate pipeline system owned by OTPC.
- R. **"Nomination"** shall mean the confirmed Quantity of Gas which Shipper shall arrange to have delivered to the Receipt Point(s) for redelivery by OTPC to the Delivery Point(s). The Nomination shall include sufficient gas to account for OTPC's Shrinkage.
- S. **"Operational Flow Order" or "OFO"** shall mean a declaration made by OTPC that conditions are such that OTPC can only safely transport an amount of Gas during a calendar day equal to the amount of Gas which Shipper will actually receive at the Receipt Point on that calendar day. OTPC shall only declare an Operational Flow Order if an upstream pipeline declares an operational flow order or otherwise restricts the flow of Gas which normally would be delivered to OTPC at the Receipt Point.
- T. **"Overrun"** shall mean any volume of Gas actually transported which, as measured on a daily basis, exceeds the maximum daily quantity (MDQ) established by this Agreement.
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- V. **"Quantity of Gas"** shall mean the number of units of gas expressed in Dth or MMBtu unless otherwise specified.
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- X. **"Service Agreement"** Each Customer shall sign an individual Agreement with OTPC prior to commencement of service that identifies the Receipt Point and Delivery Point(s),

the MDQ, declares whether the transportation is Firm or Interruptible and establishes the cost for the transportation. The Service Agreements shall be filed with the Commission pursuant to Section 4905.31, Revised Code for approval.

- Y. **"Shrinkage"** shall mean the quantity of Gas required by OTPC to replace the estimated quantity of Gas which is required for compressor fuel, and lost-or-unaccounted-for Gas when transporting the tendered quantities. This percentage is set forth in **Exhibit B**.
- Z. **"Written Notice"** shall mean a legible communication received by the intended recipient of the communication by United States mail, express courier, or confirmed facsimile. Written Notice may also be provided by Email, but shall not be effective until such time as (a) the Email is acknowledged by the intended recipient; (b) or a copy of such Email is received by the intended recipient by US mail, express courier, or facsimile.

I. DELIVERY AND TRANSPORTATION

1.1 Shipper shall arrange with suppliers of Shipper's selection to have Gas in an amount not to exceed Shipper's MDQ adjusted for OTPC's Shrinkage as specified on **Exhibit B**, tendered to the Receipt Point(s) as specified on **Exhibit B**, for delivery into the OTPC Pipeline on Shipper's behalf. OTPC shall then redeliver, on an Interruptible basis, such quantities, less OTPC's Shrinkage, to Shipper, or on behalf of Shipper, at the Delivery Point(s) as specified on **Exhibit B**. All transportation by OTPC for Shipper shall be governed by OTPC's then current transportation tariff on file with the PUCO, except as expressly modified hereby.

1.2 For planning purposes, Shipper shall provide Written Notice, at least three (3) business days prior to the start of each calendar Month, to OTPC of the amount of Gas it intends to transport each day of the upcoming Month. Shipper shall submit its Nomination to OTPC by no later than 10:00 a.m, Central Clock Time for Gas flow the following day. This nomination should correspond to scheduled deliveries Shipper makes on the upstream interstate pipeline and downstream local distribution company operating the applicable Delivery Point(s). Should the Shipper desire to modify its Nomination either on the current Day or after the Nomination deadline for Gas flow the following day, OTPC shall make every attempt to accommodate Shipper's request provided OTPC can confirm such quantities with the upstream pipeline at the Receipt Point(s) and downstream entity at the Delivery Point(s).

1.3 Shipper shall be permitted to have delivered into and removed from OTPC's Pipeline its nominated Gas volume, adjusted for OTPC's Shrinkage, up to the MDQ previously agreed to and found on **Exhibit B**.

1.4 If any of the interstate pipelines interconnected with OTPC issues an operational flow order then OTPC may Issue its own matching OFO on its Pipeline that will apply to all Shippers. The OFO may restrict Shippers to nominate into the OTPC Pipeline only that volume of Gas which Shipper will have redelivered the same day adjusted for Shrinkage. OTPC will use its best efforts to limit such OFO to just the time necessary to comply with applicable upstream interstate OFOs. OTPC will only assess OFO penalties on a pro-rata basis if OTPC is actually assessed penalties by an applicable upstream pipeline.

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Agreement when due, OTPC has the right to terminate this Agreement upon two (2) days notice, unless such payment is made by the date specified in the termination notice.

1.6 Shipper warrants that it has title to all Gas delivered to OTPC, free and clear of all claims, liens, and other encumbrances, and further covenants and agrees to indemnify and hold harmless from all claims, demands, obligations, suits, actions, debts, accounts, damages, costs, losses, liens, judgments, orders, attorneys fees, expenses and liabilities of any kind or nature arising from or attributable to the adverse claims of any and all other persons or parties relating to such Gas tendered by Shipper at the Receipt Point.

II. QUANTITY AND PRICE

2.1 Shipper shall pay OTPC a Commodity Rate plus Shrinkage, as stated on **Exhibit B**, for each volume of Gas delivered to the Delivery Point(s).

III. TERM

3.1 The term of this Agreement shall commence on July 1, 2008 and end on June 30, 2009 and continue from month to month thereafter unless terminated by either party upon thirty days (30) prior written notice.

IV. MEASUREMENT AND QUALITY OF GAS

4.1 Measurement of the Gas delivered and billed to Shipper shall be based upon an allocation conducted by the operator of the Delivery Point(s). Disputes regarding allocated throughput shall be handled in accordance with the tariff of the Delivery Point(s) operator. Billings for all receipts and deliveries hereunder shall be made on a thermal basis in Dth. OTPC shall provide to Shipper at Shipper's request, pertinent tariff information pertaining to method of allocating deliveries at Delivery Point(s).

4.2 All Gas delivered under this Agreement shall be commercially free from solid and liquid impurities and shall satisfy all pipeline quality standards reasonably established from time to time by OTPC and upstream or downstream pipelines.

V. BILLING AND PAYMENT

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8500 Station Street, Suite 100
Mentor, Ohio 44060
EMAIL: tsmith13@sprynet.com
PHONE: (440) 974-3770
FAX: (440) 974-0844
ATTN: Gregory J. Osborne

OTPC: OTPC Gas Transmission Company, LLC

8500 Station Street
Suite 100
Mentor, OH 44060
EMAIL: srigo@orwellgas.com
PHONE: (440) 974-3770
FAX: (440) 205-8680
ATTN: Stephen G. Rigo

VI. FORCE MAJEURE

6.1 Except with regards to a party's obligation to make payment due under Section 5 and Imbalance Charges under Section 2, neither party shall be liable to the other for failure to perform a firm obligation; to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 6.2.

6.2 Force Majeure shall include but not be limited to the following (1) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii); (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, terrorism, insurrections or wars; and (v) governmental actions such as necessity for compliance with any court order, law statute, ordinance, or regulations promulgated by a governmental authority having jurisdiction. The Parties shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event of occurrence once it has occurred in order to resume performance.

6.3 Neither party shall be entitled to the benefit of the provision of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary firm transportation unless primary, in-path, firm transportation is also curtailed; (ii) the party claiming Force Majeure failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship. The claiming of Force Majeure shall not relieve either party from meeting all payment obligations.

6.4 Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the sole discretion of the party experiencing such disturbances.

6.5 The party whose performance is prevented by Force Majeure must provide notice to the other party. Initial notice may be given orally; however, written notification with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notification of Force Majeure to the other party, the affected party will be relieved of its obligation to make or accept delivery of Gas as applicable to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligation to the other during such occurrences or event.

VII. ADDITIONAL TERMS

7.1 Shipper shall join with OTPC in support of the application to the PUCO for approval of this Agreement pursuant to Section 4905.31, Revised Code.

7.2 In the event of an energy emergency declared by the Governor or any other lawful official or body, it is understood that OTPC shall and will follow the dictates of any energy emergency rule, or order. OTPC shall not be liable for any loss or damage suffered by Shipper as a result thereof.

7.3 This Agreement shall be construed under the laws of the State of Ohio.

7.4 This Agreement, together with all schedules and exhibits hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

7.5 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Neither this Agreement nor any of the rights, benefits or obligations hereunder shall be assigned, by operation of law or otherwise, by any Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Except as expressly provided herein, nothing in this Agreement is intended to confer upon any person other than the Parties and their respective permitted successors and assigns, any rights, benefits or obligations hereunder.

7.6 The parties agree that any dispute arising hereunder or related to this Agreement shall be resolved by binding arbitration under the auspices of the American Arbitration Association. Prehearing discovery shall be permitted in accordance with the procedures of the Ohio Rules of Civil Procedure. The arbitrator or arbitrators shall have authority to impose any remedy at law or in equity, including injunctive relief. The parties agree that any hearing will be conducted in Lake County, Ohio.

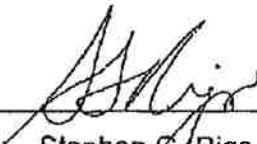
7.7 Recovery by either Party of damages, if any, for breach of any provision hereof shall be limited to direct, actual damages. Both Parties waive the right, if any, to recover consequential, indirect, punitive and exemplary damages.

7.8 Both parties shall have the right to demand credit assurances from the other party. If the financial responsibility of any Party is at any time unsatisfactory to the other Party for any reason, then the defaulting Party will provide the requesting Party with satisfactory security for the defaulting Party's performance hereunder upon requesting Party's demand. Defaulting Party's failure to abide by the provisions of this Section shall be considered a breach hereof, and the requesting Party may terminate this Agreement, provided the defaulting Party is afforded an opportunity to cure any default within three (3) business days notice of any breach. Both Parties have the right, in addition to all other rights and remedies, to set-off any such unpaid balance due the other Party, or by the parent or any subsidiary of the other Party, under any separate agreement or transaction.

7.9 No presumption shall operate in favor of or against either party regarding the construction or interpretation of this Agreement as a result of either party's responsibility for drafting this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed as of the date set forth above.

Orwell-Trumbull Pipeline Co., LLC

By: 
Stephen G. Rigo
Its: Executive Vice President
Date: July 1, 2008

Great Plains Exploration, LLC


By: 
Gregory J. Osborne
Its: President
Date: July 1, 2008

Exhibit A
OTPC Gas Transmission, LLC

ALL PIPELINES OWNED BY OTPC LOCATED IN NORTHEASTERN OHIO.

Exhibit B
OTPC Gas Transmission, LLC

Primary Receipt Points

Interconnection with North Coast Gas Transmission, LLC's Pipeline in Mantua, Ohio and
all other points of receipt along OTPC

Primary Delivery Point(s)

All delivery interconnections along OTPC

Shrinkage

TBD

MDQ

2000 Dth/day

RATES

Commodity Charge (paid only on quantity transported)

November-March	\$	per Thousand Cubic Feet (Mcf)
April-October	\$	per Thousand Cubic Feet (Mcf)

31. Since January 1, 2008, please provide a list of each employee who has held an officer and/or management position with Orwell-Trumbull Pipeline, including each individual's title and the date they began as an officer or manager for Orwell-Trumbull Pipeline.

RESPONSE:

Richard Osborne, CEO 2004

Thomas Smith, President, COO (2004 - 2013)

Stephen Rigo, Executive VP (2004 - 2013)

Gregory Osborne, VP, Asst. Sec. (2004 - 2013)

Rebecca Howell, Secretary, Controller (2006 - 2013)

Jessica Carothers, Accounting Manager 2008

18. If the response to OCC Interrogatory No. 17 is affirmative, please identify the other natural Gas Transportation Agreements that Orwell Trumbull Pipeline has that contain a rate of \$0.95 per Mcf for Interruptible Transportation Service.

RESPONSE: Unknown.

19. If the response to OCC Interrogatory No. 17 is negative, please explain why Orwell Trumbull pipeline has no other Natural Gas Transportation Agreement with a rate of \$0.95 per Mcf?

RESPONSE: Unknown.

20. What are Orwell Trumbull Pipeline's total annual volumes of natural gas delivered for customers for each year 2008 to 2015 for:
- A. Firm Transportation Service
 - B. Interruptible Transportation Service; and
 - C. Other?

RESPONSE: Unknown.

21. What are Orwell Trumbull Pipeline's total annual volumes of natural gas transported for Orwell for each year 2008 to 2015 for:
- A. Firm Transportation Service
 - B. Interruptible Transportation Service; and
 - C. Other?

RESPONSE: Please see attached spreadsheet.

	Total Volume	Less Free Gas	Volume Invoiced	Rate	Sub Total	Telemeter Fees 16 Meters X \$125.00	Total Invoiced
Jul-08	5,755.0	-	5,755.0	\$ 0.95	\$ 5,467.25	\$ -	\$ 5,467.25
Aug-08			-		\$ -	\$ -	\$ -
Sep-08			-		\$ -	\$ -	\$ -
Oct-08	21,005.3	156.5	20,848.8	\$ 0.95	\$ 19,806.36	\$ -	\$ 19,806.36
Nov-08	36,839.0	379.1	36,459.9	\$ 0.95	\$ 34,636.91	\$ -	\$ 34,636.91
Dec-08	55,433.5	1,110.9	54,322.6	\$ 0.95	\$ 51,606.47	\$ -	\$ 51,606.47
Jan-09	67,306.0	1,682.2	65,623.8	\$ 0.95	\$ 62,342.61	\$ 1,875.00	\$ 64,217.61
Feb-09	58,091.1	687.9	57,403.2	\$ 0.95	\$ 54,533.04	\$ 1,875.00	\$ 56,408.04
Mar-09	42,345.5	285.8	42,059.7	\$ 0.95	\$ 39,956.72	\$ 1,875.00	\$ 41,831.72
Apr-09	31,937.3	116.1	31,821.2	\$ 0.95	\$ 30,230.14	\$ 1,875.00	\$ 32,105.14
May-09	18,338.5	234.7	18,103.8	\$ 0.95	\$ 17,198.61	\$ 1,875.00	\$ 19,073.61
Jun-09	9,681.4	159.1	9,522.3	\$ 0.95	\$ 9,046.19	\$ 2,000.00	\$ 11,046.19
Jul-09	6,554.1	108.4	6,445.7	\$ 0.95	\$ 6,123.42	\$ 2,000.00	\$ 8,123.42
Aug-09	7,921.9	-	7,921.9	\$ 0.95	\$ 7,525.81	\$ 2,000.00	\$ 9,525.81
Sep-09	10,336.8	295.6	10,041.2	\$ 0.95	\$ 9,539.14	\$ 2,000.00	\$ 11,539.14
Oct-09	39,965.0	232.1	39,732.9	\$ 0.95	\$ 37,746.26	\$ 2,000.00	\$ 39,746.26
Nov-09	28,850.0	415.5	28,434.5	\$ 0.95	\$ 27,012.78	\$ 2,000.00	\$ 29,012.78
Dec-09	68,006.0	1,239.2	66,766.8	\$ 0.95	\$ 63,428.46	\$ 2,000.00	\$ 65,428.46
Jan-10	67,640.0	1,615.7	66,024.0	\$ 0.95	\$ 62,722.80	\$ 2,000.00	\$ 64,722.80
Feb-10	73,045.1	1,071.1	71,974.0	\$ 0.95	\$ 68,375.30	\$ 2,000.00	\$ 70,375.30
Mar-10	44,922.9	866.5	44,056.4	\$ 0.95	\$ 41,853.58	\$ 2,000.00	\$ 43,853.58
Apr-10	25,829.1	423.8	25,405.3	\$ 0.95	\$ 24,135.04	\$ 2,000.00	\$ 26,135.04
May-10	27,225.3	349.3	26,876.0	\$ 0.95	\$ 25,532.20	\$ 2,000.00	\$ 27,532.20
Jun-10	4,715.9	209.1	4,506.8	\$ 0.95	\$ 4,281.46	\$ 2,000.00	\$ 6,281.46
Jul-10	5,888.1	101.8	5,786.3	\$ 0.95	\$ 5,496.99	\$ 2,000.00	\$ 7,496.99
Aug-10	6,471.0	160.6	6,310.4	\$ 0.95	\$ 5,994.88	\$ 2,000.00	\$ 7,994.88
Sep-10	6,686.1	219.0	6,467.1	\$ 0.95	\$ 6,143.75	\$ 1,750.00	\$ 7,893.75
Oct-10	29,520.1	235.8	29,284.3	\$ 0.95	\$ 27,820.09	\$ 2,000.00	\$ 29,820.09
Nov-10	42,532.5	570.7	41,961.8	\$ 0.95	\$ 39,863.71	\$ 2,000.00	\$ 41,863.71
Dec-10	80,567.9	1,278.5	79,289.4	\$ 0.95	\$ 75,324.93	\$ 2,000.00	\$ 77,324.93
Jan-11	70,497.3	1,351.3	69,146.0	\$ 0.95	\$ 65,688.70	\$ 2,000.00	\$ 67,688.70
Feb-11	97,166.0	1,557.1	95,608.9	\$ 0.95	\$ 90,828.46	\$ 2,000.00	\$ 92,828.46
Mar-11	58,736.5	916.6	57,819.9	\$ 0.95	\$ 54,928.91	\$ 2,000.00	\$ 56,928.91
Apr-11	37,218.9	561.7	36,657.2	\$ 0.95	\$ 34,824.34	\$ 2,000.00	\$ 36,824.34
May-11	16,555.2	317.0	16,238.2	\$ 0.95	\$ 15,426.29	\$ 2,000.00	\$ 17,426.29
Jun-11	7,807.9	145.5	7,662.4	\$ 0.95	\$ 7,279.28	\$ 2,000.00	\$ 9,279.28
Jul-11	8,201.0	103.1	8,097.9	\$ 0.95	\$ 7,693.01	\$ 2,000.00	\$ 9,693.01
Aug-11	5,567.2	158.4	5,408.8	\$ 0.95	\$ 5,138.36	\$ 2,000.00	\$ 7,138.36
Sep-11	10,748.5	104.0	10,644.5	\$ 0.95	\$ 10,112.28	\$ 2,000.00	\$ 12,112.28
Oct-11	22,792.5	215.2	22,577.3	\$ 0.95	\$ 21,448.44	\$ 2,000.00	\$ 23,448.44
Nov-11	32,529.1	481.1	32,048.0	\$ 0.95	\$ 30,445.60	\$ 2,000.00	\$ 32,445.60
Dec-11	57,367.3	888.3	56,479.0	\$ 0.95	\$ 53,655.05	\$ 2,000.00	\$ 55,655.05
Jan-12	84,377.6	1,101.5	83,276.1	\$ 0.95	\$ 79,112.30	\$ 2,000.00	\$ 81,112.30
Feb-12	64,311.3	1,260.5	63,050.8	\$ 0.95	\$ 59,898.26	\$ 2,000.00	\$ 61,898.26
Mar-12	35,232.2	369.7	34,862.5	\$ 0.95	\$ 33,119.38	\$ 2,000.00	\$ 35,119.38
Apr-12	37,329.3	550.5	36,778.8	\$ 0.95	\$ 34,939.86	\$ 2,000.00	\$ 36,939.86
May-12	11,328.5	388.9	10,939.6	\$ 0.95	\$ 10,392.62	\$ 2,000.00	\$ 12,392.62
Jun-12	7,836.6	217.5	7,619.1	\$ 0.95	\$ 7,238.15	\$ 2,000.00	\$ 9,238.15
Jul-12	8,315.3	74.8	8,240.5	\$ 0.95	\$ 7,828.48	\$ 2,000.00	\$ 9,828.48

Aug-12	9,804.4	183.5	9,620.9	\$	0.95	\$	9,139.86	\$	2,000.00	\$	11,139.86
Sep-12	21,513.3	203.4	21,309.9	\$	0.95	\$	20,244.41	\$	2,000.00	\$	22,244.41
Oct-12	30,920.1	342.1	30,578.0	\$	0.95	\$	29,049.10	\$	2,000.00	\$	31,049.10
Nov-12	56,211.1	706.7	55,504.4	\$	0.95	\$	52,729.18	\$	2,000.00	\$	54,729.18
Dec-12	60,127.9	789.7	59,338.2	\$	0.95	\$	56,371.29	\$	2,000.00	\$	58,371.29
Jan-13	90,068.0	1,410.4	88,657.6	\$	0.95	\$	84,224.72	\$	2,000.00	\$	86,224.72
Feb-13	91,734.5	1,352.6	90,381.9	\$	0.95	\$	85,862.81	\$	2,000.00	\$	87,862.81
Mar-13	81,665.3	1,188.6	80,476.7	\$	0.95	\$	76,452.87	\$	2,000.00	\$	78,452.87
Apr-13	35,604.2	817.4	34,786.8	\$	0.95	\$	33,047.46	\$	2,000.00	\$	35,047.46
May-13	22,131.1	571.7	21,559.4	\$	0.95	\$	20,481.43	\$	2,000.00	\$	22,481.43
Jun-13	16,373.7	284.0	16,089.7	\$	0.95	\$	15,285.22	\$	2,000.00	\$	17,285.22
Jul-13	11,200.4	10,661.0	539.4	\$	0.95	\$	512.43	\$	2,000.00	\$	2,512.43
Aug-13	10,049.8	213.0	9,836.8	\$	0.95	\$	9,344.96	\$	2,000.00	\$	11,344.96
Sep-13	12,415.4	173.3	12,242.1	\$	0.95	\$	11,630.00	\$	2,000.00	\$	13,630.00
Oct-13	32,410.5	313.0	32,097.5	\$	0.95	\$	30,492.63	\$	2,000.00	\$	32,492.63
Nov-13	68,075.3	754.5	67,320.8	\$	0.95	\$	63,954.76	\$	2,000.00	\$	65,954.76
Dec-13	102,296.8	1,148.5	101,148.3	\$	0.95	\$	96,090.89	\$	2,000.00	\$	98,090.89
Jan-14	128,356.7	2,367.6	125,989.1	\$	0.95	\$	119,689.65	\$	2,000.00	\$	121,689.65
Feb-14	103,731.8	798.0	102,933.8	\$	0.95	\$	97,787.11	\$	2,000.00	\$	99,787.11
Mar-14	103,829.9	1,105.3	102,724.6	\$	0.95	\$	97,588.37	\$	2,000.00	\$	99,588.37
Apr-14	38,221.5	852.2	37,369.3	\$	0.95	\$	35,500.84	\$	2,000.00	\$	37,500.84
May-14	19,037.0	354.7	18,682.3	\$	0.95	\$	17,748.19	\$	2,000.00	\$	19,748.19
Jun-14	10,017.7	217.6	9,800.1	\$	0.95	\$	9,310.10	\$	2,000.00	\$	11,310.10
Jul-14	11,244.7	152.1	11,092.6	\$	0.95	\$	10,537.97	\$	2,000.00	\$	12,537.97
Aug-14	12,364.1	131.0	12,233.1	\$	0.95	\$	11,621.45	\$	2,000.00	\$	13,621.45
Sep-14	13,638.1	208.9	13,429.2	\$	0.95	\$	12,757.74	\$	2,000.00	\$	14,757.74
Oct-14	28,833.7	384.7	28,449.0	\$	0.95	\$	27,026.55	\$	2,000.00	\$	29,026.55
Nov-14	81,472.2	646.2	80,826.0	\$	0.95	\$	76,784.70	\$	2,000.00	\$	78,784.70
Dec-14	75,042.3	1,020.7	74,021.6	\$	0.95	\$	70,320.52	\$	2,000.00	\$	72,320.52
Jan-15	120,835.0	1,635.5	119,199.5	\$	1.01	\$	120,391.50	\$	2,000.00	\$	122,391.50
Feb-15	148,745.0	1,402.7	147,342.3	\$	1.01	\$	148,815.72	\$	2,000.00	\$	150,815.72
Mar-15	85,060.9	1,111.1	83,949.8	\$	1.01	\$	84,789.30	\$	2,000.00	\$	86,789.30
Apr-15	41,657.4	562.6	41,094.8	\$	1.01	\$	41,505.75	\$	2,000.00	\$	43,505.75
May-15	20,401.0	309.6	20,091.4	\$	1.01	\$	20,292.31	\$	2,000.00	\$	22,292.31

INTERROGATORIES

33. What are the total volumes of natural gas transported for Brainard Gas Corporation ("Brainard") by Orwell-Trumbull Pipeline ("OTP") for each month from July 2008 through May 2015 for:
- A. Firm Transportation Service
 - B. Interruptible Transportation Service; and
 - C. Other?

RESPONSE:

- A. None
- B. In MCF:
 - 2008: 4,041
 - 2009: 3,262
 - 2010: 4,388
 - 2011: 4,393
 - 2012: 1,952
 - 2013: 2,860
 - 2014: 3,199
 - 2015 (through July): 2,671
- C. N/A

29. Referring to the Natural Gas Transportation Agreement between Orwell and Orwell Trumbull Pipeline dated July 1, 2008 that is identified as Exhibit A, attached to the Complaint filed by Orwell against Orwell Trumbull Pipeline on March 3, 2015, in addition to the transportation rate of \$0.95 per Mcf shown on Exhibit B, does the Agreement provide for a shrinkage rate for Orwell?

RESPONSE:

Yes

30. If the response to OCC Interrogatory 29 is affirmative, please provide the shrinkage rate percentage?

RESPONSE:

Currently, 3.7%

30. If the response to OCC Interrogatory 29 is affirmative, please provide the shrinkage rate percentage?

RESPONSE:

Currently, 3.7%

INTERROGATORIES

INT-14. Referring to the response to OCC Interrogatory No. 1, regarding the Great Plains/OTP steel gathering lines, please identify who owns the gathering lines; if there are multiple owners, list each owner, and describe the ownership interest of each owner.

RESPONSE:

Richard Osborne 85.93%

FCCC Co II, LLC 14.07%

employees of Gas Natural regarding status of the payments on that date. Orwell Trumbull Pipeline Company was notified that the invoices had not even been sent for approval to supervisors or board members. As a result, Orwell Trumbull threatened to begin proceedings to shut off transportation to Orwell Natural Gas.

8. Please describe the action that OTP referenced to Orwell in the September 19, 2014 communications referenced in Orwell's September 19, 2014 Complaint against OTP (General Allegations paragraph 15).

RESPONSE:

No specific action was stated.

9. To the extent that OTP has alleged that Orwell owes for volumes delivered off the Great Plains/OTP steel gathering lines for the last four (4) years of delivery, please explain, what actions that OTP has taken prior to September 12, 2014 to collect the amounts due.

RESPONSE:

Prior to the invoices being created, a verbal agreement had been made by and between Gas Natural and Orwell Trumbull Pipeline Company and Great Plains Exploration that the gathering lines installed by Orwell Trumbull Pipeline Company / Great Plains Exploration would be purchased by Gas Natural, and transportation costs incurred over past year's usage of said pipelines would be satisfied at that time.

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Complaint of Orwell)	
Natural Gas Company,)	
)	
Complainant,)	
)	
v.)	Case No.14-1654-GA-CSS
)	
Orwell-Trumbull Pipeline Company,)	
LLC,)	
)	
Respondent.)	

**ORWELL TRUMBULL PIPELINE COMPANY'S RESPONSES TO
THE OFFICE OF THE OHIO CONSUMERS' COUNSEL'S FOURTH SET
OF INTERROGATORIES AND REQUEST FOR PRODUCTION OF
DOCUMENTS**

Now Comes Orwell-Trumbull Pipeline Company ("OTP"), and pursuant to Sections 4901-1-19 and 4901-1-20 and of the Ohio Adm. Code, and hereby responds to the Office of the Ohio Consumers' Counsel's ("OCC's") Fourth Set of Interrogatories and Requests for Production of Documents as follows:

INTERROGATORIES

INT-58. Referring to Orwell-Trumbull Pipeline Company LLC's ("OTP") response to OCC Interrogatory No. 4, regarding the understanding that OTP would be compensated for transport service upon a contemplated purchase of the lines by Gas Natural:

- A. Does Orwell-Trumbull Pipeline currently have any ownership interest in the 2-inch gathering lines; and
- B. If the response to OCC Interrogatory No. 58 (A) is affirmative, what is the percentage of ownership interest that OTP currently has in the 2-inch gathering lines?

RESPONSE:

- A. Yes
- B. 100%

Orwell Trumbull Pipeline Company/Great Plains Exploration

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date 09/08/14

Invoice # 5002

Due upon receipt

YEAR	DESCRIPTION	TOTAL
2010	Farm Tap volumes delivered on 2" gathering lines 229,172.5 MCF	\$ 217,713.88
2011	Farm Tap volumes delivered on 2" gathering lines 269461.7 MCF	\$ 339,817.09
2012	Farm Tap volumes delivered on 2" gathering lines 312,373.9MCF	\$ 296,755.21
2013	Farm Tap volumes delivered on 2" gathering lines 379,321.1 MCF	\$ 360,355.05
2014	Farm Tap volumes delivered on 2" gathering lines 269,200.0 MCF	\$ 255,740.00
Note:	Please see next page for detail.	
GRAND TOTAL:		\$ 1,470,381.23

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date 09/08/14

Invoice # 5002

Total \$ 1,470,381.23

Amount Paid:

OTP 2" Meter Usage Summary
2010-Current

Farm Taps

Station Name	Total 2010	Total 2011	Total 2012	Total 2013	Total 2014	Total Meter
8760 Tyler FT (612)	349.1	379.7	302.8	439	343.6	1,813.9
8780 Tyler Blvd (613)	375.5	301.9	351.2	546	506.9	2,081.2
Accurate Metal Saw	2,025.0	2,155.8	1,828.5	2,548	2,091.9	10,649.4
ACG Equip	165.2	164.6	106.0	214	175.7	825.8
Cars Auto	370.7	149.7				520.4
Cast Nylon			1,907.8	4,045	2,559.6	8,511.9
Comm - Chardon twp 606	1,289.0	1,384.7	1,379.2	1,533	992.5	6,578.3
Comm - Mentor 104	14,415.5	15,153.0	4,991.8	7,167	4,896.2	46,623.8
Comm - Newbury		60.8	204.8	395	239.4	899.7
Comm - Painesville 104	7,322.7	4,405.1	235.1	1,200	258.1	13,420.6
Comm - Concord 104	3,366.2	3,068.2	2,372.9	2,659	2,506.1	13,972.5
Comm Mentor 603	178.2	246.6	199.6	341	359.6	1,324.6
Comm Painesville 624			743.4	1,016	978.8	2,738.2
Deep Spring Trout	650.3	656.3	644.7	835	597.8	3,383.7
Eastlake (618)	3,761.1	4,052.1	2,859.0	3,538	2,458.3	16,668.8
Hopkins Rd ext FT (608)	622.8	761.4	460.2	624	644.8	3,112.7
JDOG Transports ORW - Industrials	35,704.8	66,683.6	63,013.8	58,724	35,604.7	259,731.3
JDOG Transports ORW (tyler, grand river, d center, 104, others)	133,756.0	136,203.6	122,507.4	167,696	138,348.1	698,510.8
Kobelt Hamilton FT (614)	1,388.4	1,727.8	1,317.3	1,900	1,498.0	7,831.3
Lake West	10,495.2	71,908.0	52,432.3	60,899	30,799.1	226,533.3
Leroy North 627			158.0	692	635.8	1,486.2
MC Sign	1,181.6	1,281.7	995.7	1,368	918.2	5,745.2
Mentor 623		76.1	329.9	443	175.6	1,024.8
Mentor Med	1,835.2	13,168.2	9,731.0	16,484	5,261.6	46,479.9
Mercantile FT (607)	1,256.0	1,249.4	507.1	879	939.6	4,831.3
Newbury Schools		8,391.4	4,845.9	8,796	6,091.8	28,125.1
Red Wine & Brew				126	1,001.4	1,127.2
Res - Chardon twp 104	1,483.8	1,503.6	1,801.6	2,342	1,645.4	8,776.5
Res - Concord 104	1,810.8	1,856.2	1,595.4	2,362	1,590.0	9,214.3
Res - Kirtland 104	234.1	484.5	325.7	253	215.7	1,513.4
Res - Leroy	1,528.9	1,640.8	1,526.7	1,581	1,263.4	7,541.0
Res - Mentor	885.7	1,126.9	1,112.6	2,169	886.5	6,181.1
Res - Newbury 104	1,039.0	1,312.6	1,282.5	1,528	1,403.5	6,565.3
Res - Painesville 104	112.5	322.8	117.6	205	77.1	834.6
Res Chardon 633				275	460.1	734.7
Res Concord 625			118.6	241	167.0	526.1
Res Concord 647					175.5	175.5
Res Leroy (621)		335.1	563.8	1,071	800.3	2,770.5
Res Leroy 634				123	151.5	274.3
Res Leroy 636				76	191.6	267.9
Res Leroy 637				60	216.8	276.8
Res Leroy 638				31	129.5	160.0
Res Leroy 645					100.4	100.4
Res Mentor 622		275.5	666.9	870	802.7	2,614.7
Res Mentor 626			190.7	415	211.7	817.6
Res Mentor 631			33.5	227	191.2	451.7
Res Mentor 648					52.3	52.3
Res Newbury 646					96.0	96.0
Residential - Leroy (619)	412.0	470.5	467.3	662	575.1	2,587.2
Samco Service FR (616)	445.3	593.9	536.4	608	460.4	2,643.8
St. Denis (605)	711.9	742.1	740.1	1,005	667.1	3,866.0
Tran - Painesville 104		1,932.0	5,969.6	6,444	5,243.6	19,589.0
Tran - Concord		279.3	902.0	953	828.2	2,962.5
TransInd Mentor 104		560.9	1,314.4	1,345	1,259.1	4,479.2
Transother Mentor 104		2,628.9	8,111.2	9,131	8,282.4	28,153.8
Wisner Road 630			65.6	240	172.7	478.4
YMA West		3,825.5	4,390.5			8,216.0
YMCA Central		4,181.4	6,115.8			10,297.2
Total Farm Tap Per Year	229,172.5	357,702.2	312,373.9	379,321.1	269,200.0	1,547,769.7

Orwell Trumbull Pipeline Company/Great Plains Exploration

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1845

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date 09/08/14

Invoice # 5001

Due upon receipt

YEAR	DESCRIPTION	TOTAL
2010	Metered volumes delivered on 2" gathering lines 168,146.6 MCF	\$ 159,739.27
2011	Metered volumes delivered on 2" gathering lines 269461.7 MCF	\$ 255,988.62
2012	Metered volumes delivered on 2" gathering lines 271,742.2 MCF	\$ 258,155.09
2013	Metered volumes delivered on 2" gathering lines 331,425.8 MCF	\$ 314,854.51
2014	Metered volumes delivered on 2" gathering lines 222,117.9 MCF	\$ 211,012.01
Note:	Please see next page for detail.	
GRAND TOTAL:		\$ 1,199,749.50

*****PLEASE SEND THIS REMITTANCE WITH PAYMENT*****

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date 09/08/14

Invoice # 5001

Total \$ 1,199,749.50

Amount Paid: _____

OTP 2" Meter Usage Summary
2010-Current

Station No	Station Name	Total 2010	Total 2011	Total 2012	Total 2013	Total 2014	Total Meter
23	18th Century	2,066.0	2,623.0	2,461.0	6,434.0	3,129.5	16,713.5
51	Andrews - Osborne	13,479.0	13,610.0	12,708.0	14,094.0	11,358.0	65,249.0
72	Breckenridge	26,984.0	29,123.0	24,250.0	30,408.0	21,962.0	132,727.0
30	Cambden Creek	1,472.0	1,670.0	2,178.0	4,534.0	4,553.0	14,407.0
76	Curtis Blvd	717.0	1,914.0	3,208.0	3,866.0	2,416.0	12,121.0
70	Gracewood	4,001.0	3,188.0	2,314.0	4,988.0	3,675.0	18,166.0
66	Grand River #1	26,701.0	13,188.0	30,258.0	32,239.0	17,698.0	120,084.0
66	Grand River #2	9,704.6	38,779.3	29,672.0	35,716.0	15,387.0	129,258.9
61	Hendricks			3,977.2	7,784.8	5,022.5	16,784.5
	JET Center					4,489.0	4,489.0
67	Kirtland Tudor Estates	386.0	102.0	492.1	3,271.2	531.5	4,782.8
77	Lake West	14,042.0	71,596.0	56,248.0	64,170.0	43,743.0	249,799.0
56	Melrose Farms	1,136.0	1,097.0	1,335.0	3,085.0	2,572.0	9,225.0
74	Mentor Medical Campus	3,173.0	15,078.0	15,883.0	16,434.0	9,196.0	59,764.0
19	Nature Preserve	19,447.0	18,957.7	21,445.0	26,979.1	21,906.4	108,735.2
78	Orchard Rd	8.0	106.0	12,571.0	6,699.0	912.0	20,296.0
81	Shamrock Blvd		155.0	1,179.0	1,470.0	363.0	3,167.0
43	St. John's Bluff	4,001.0	4,678.0	4,811.0	6,024.0	4,876.0	24,390.0
65	Tyler Blvd	24,620.0	31,777.7	19,612.9	31,063.1	24,857.0	131,930.7
14A-B	Tyler Tinman	10,874.0	11,889.0	14,946.0	12,059.6	12,537.0	62,305.6
55	Willoughby Crossing	5,335.0	5,570.0	4,207.0	10,855.0	5,388.0	31,355.0
80	YMCA West		4,360.0	7,986.0	9,252.0	5,546.0	27,144.0
	Total Metered Per Year	168,146.6	269,461.7	271,742.2	331,425.8	222,117.9	1,262,894.2

P.U.C.O. No. 1

ORWELL-TRUMBULL PIPELINE CO., LLC

**First Revised Title Sheet and
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OF GAS IN UNINCORPORATED AREAS**

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Filed pursuant to PUCO Entry dated April 15, 2009 In Case No. 09-259-PL-ATA

ISSUED: April 16, 2009

EFFECTIVE: April 16, 2009

**Issued By
Orwell-Trumbull Pipeline Co., LLC
Stephen G. Rigo, Vice President**

P.U.C.O. No. 1

ORWELL-TRUMBULL PIPELINE CO., LLC

Original Sheet No. 1

**RULES AND REGULATIONS GOVERNING THE TRANSPORTATION
OF GAS IN UNINCORPORATED AREAS**

GAS TRANSPORTATION SERVICE

1. DEFINITIONS

As used herein in conjunction with transportation service, the following terms shall have the meanings indicated below:

- A. "Btu" shall mean the British thermal unit as defined by international standards.
- B. "Business Day" shall mean any weekday, excluding federal banking holidays.
- C. "Cash-out Price" shall mean the standard by which prices are determined for cash-outs, imbalances, and any other penalties. The price shall be determined as follows:

UNDERDELIVERIES – the price for the last day of the month (for the month in which the "cash-out" occurred) for the "Mid-point Price" published in Gas Daily for "Dominion, South Point," plus Dominion's 100% load factor transportation rate plus Dominion's applicable shrinkage.

OVERDELIVERIES – the price for the last day of the month (for the month in which the "cash-out" occurred) for the "Mid-point Price" published in Gas Daily for "Chicago City-gates," plus the 100% load factor transportation rate on Crossroads Pipeline plus Crossroad's applicable shrinkage.
- D. "Central Clock Time" (C.T.) shall mean Central Standard Time adjusted for Daylight Savings Time.
- E. "Company" means Orwell-Trumbull Pipeline Co., LLC, its successors and assigns.
- F. "Customer" means any individual, governmental, or corporate entity taking transportation service hereunder.
- G. "Dekatherm" or "Dth" means the Company's billing unit measured by its thermal value. A dekatherm is 1,000,000 Btus. Dekatherm shall be the standard unit for purposes of nominations, scheduling, invoicing, and balancing.

Filed pursuant to PUCO Entry dated March 16, 2005 in Case No. 05-67-PL-ATA

ISSUED: March 21, 2006

EFFECTIVE: March 21, 2006

Issued By
Orwell-Trumbull Pipeline Co., LLC
Stephen G. Rigo, Vice President

P.U.C.O. No. 1

ORWELL-TRUMBULL PIPELINE CO., LLC

Original Sheet No. 2

**RULES AND REGULATIONS GOVERNING THE TRANSPORTATION
OF GAS IN UNINCORPORATED AREAS**

- H. "Delivery Point(s)" shall mean the specific measurement location(s) listed on Exhibit A of the Service Agreement at which the Company delivers Customer-owned gas to Customer and Customer receives such gas from the Company.
- I. "Delivery Volume" shall mean the volume of Gas actually nominated and confirmed at the Delivery Point(s) by or on behalf of the Customer.
- J. "Firm" shall mean that each Dth the Customer nominates and the Company confirms at the Receipt Point(s), within the Customer's MDQ, will be delivered to the Customer's Delivery Point(s) minus the Company's Shrinkage without interruption except under Force Majeure conditions or an energy emergency declared by the Commission.
- K. "Gas" shall mean natural gas of interstate pipeline quality.
- L. "Gas Day" or "Day" shall mean a period of 24 consecutive hours, beginning at 9:00 a.m. Central Clock Time, as adjusted for Daylight Savings Time, and the date of the Day shall be that of its beginning.
- M. "Heating Value" shall mean the gross heating value on a dry basis, which is the number of British thermal units produced by the complete combustion at constant pressure of the amount of dry gas (gas containing no water vapor) that would occupy a volume of one Cubic Foot at 14.73 psia and 60° F with combustion air at the same temperature and pressure as the gas, the products of combustion being cooled to the initial temperature of the gas and air, and the water formed by combustion condensed to the liquid state.
- N. "Imbalance" shall mean the daily difference between the Dths tendered by or for the Customer's account at the Receipt Point(s) minus the Company's Shrinkage and the confirmed nomination volumes allocated to the Customer at the Delivery Point(s).
- O. "Interruptible" shall mean that each Dth the Customer nominates and the Company confirms at the Receipt Point(s), in excess of the Customer's MDQ, will be delivered to the Customer's Delivery Point(s) less the Company's Shrinkage, if the Company, using reasonable judgment, determines that capacity exists after all the Firm transport needs are accounted for to permit redelivery of tendered gas.
- P. "Maximum Daily Quantity (" or "MDQ)" shall mean the maximum daily firm natural gas quantity which the Customer shall be entitled to nominate during any 24-hour period. The Customer's MDQ shall be negotiated between the Customer and the Company and incorporated into the Customer's Service Agreement with the Company.

Filed pursuant to PUCO Entry dated March 16, 2005 in Case No. 05-67-PL-ATA

ISSUED: March 21, 2006

EFFECTIVE: March 21, 2006

Issued By
Orwell-Trumbull Pipeline Co., LLC
Stephen G. Rigo, Vice President

P.U.C.O. No. 1

ORWELL-TRUMBULL PIPELINE CO., LLC

Original Sheet No. 3

**RULES AND REGULATIONS GOVERNING THE TRANSPORTATION
OF GAS IN UNINCORPORATED AREAS**

- Q. "Month" shall mean a calendar month beginning at 9:00 a.m. Central clock time on the first day of the calendar month and ending at 9:00 a.m. Central clock time the first day of the following calendar month.
- R. "Nomination" shall mean the confirmed Quantity of Gas which the Customer shall arrange to have delivered to the Receipt Point(s) for redelivery by the Company to the Delivery Point(s). The Nomination shall include sufficient gas to account for the Company's Shrinkage.
- S. "Orwell-Trumbull Pipeline Co. System" or "OTP System" shall mean all natural gas pipelines operated by, or any expansion, additions to, or replacement of these pipelines.
- T. "Operational Flow Order" or "OFO" shall mean a declaration made by the Company that conditions are such that the Company can only safely transport an amount of Gas during a calendar day equal to the amount of Gas which the Customer will actually deliver at the Receipt Point(s) on that calendar day. The Company shall only declare an Operational Flow Order if an upstream pipeline declares an operational flow order or otherwise restricts the flow of Gas which normally would be delivered to the Company at the Receipt Point(s).
- U. "Overrun" shall mean any volume of Gas actually transported which, as measured on a daily basis, exceeds the MDQ established by the Service Agreement.
- V. "PUCO" or "Commission" means the Public Utilities Commission of Ohio, or any successor governmental authority.
- W. "Quantity of Gas" shall mean the number of units of gas expressed in Dth unless otherwise specified.
- X. "Receipt Point(s)" shall mean those measurement locations where Customer-owned gas enters the Company's system.
- Y. "Service Agreement" Each Customer shall sign an individual contract with the Company prior to commencement of service that identifies the Receipt Point(s) and Delivery Point(s), the MDQ, declares whether the transportation is Firm or Interruptible and establishes the cost for the transportation. The Service Agreements shall be filed with the Commission pursuant to Section 4905.31, Revised Code for approval.
- Z. "Shrinkage" shall mean the quantity of Gas required by the Company to replace the estimated quantity of Gas, which is required for compressor fuel, and lost-or-unaccounted- for Gas when transporting the tendered quantities. This percentage shall

Filed pursuant to PUCO Entry dated March 16, 2005 in Case No. 05-67-PL-ATA

ISSUED: March 21, 2006

EFFECTIVE: March 21, 2006

**Issued By
Orwell-Trumbull Pipeline Co., LLC
Stephen G. Rigo, Vice President**

P.U.C.O. No. 1

ORWELL-TRUMBULL PIPELINE CO., LLC

Original Sheet No. 4

**RULES AND REGULATIONS GOVERNING THE TRANSPORTATION
OF GAS IN UNINCORPORATED AREAS**

be set forth in a Customer's Service Agreement, and may be adjusted annually by the Company.

- AA. "Written Notice" shall mean a legible communication received by the intended recipient of the communication by United States mail, express courier, or confirmed facsimile. Written Notice may also be provided by Email, but shall not be effective until such time as (a) the Email is acknowledged by the intended recipient; (b) or a copy of such Email is received by the intended recipient by US mail, express courier, or facsimile.

2. Applicability

Transportation service pursuant to this Tariff is available to all Customers who sign a Service Agreement with the Company, demonstrate that they have the ability to tender natural gas to the Receipt Point(s), and have made suitable arrangements for such tendered volumes to be received at the Delivery Point(s) called for in the Service Agreement.

3. Term

Customers that elect to request transportation service will be required to execute a written Service Agreement prior to the commencement of any transportation service. Unless otherwise agreed, service agreements shall provide for a primary term of one (1) year, continuing thereafter on a month to month basis subject to cancellation by the Company or the Customer on 30 days' written notice or as otherwise agreed by Company.

In keeping with the Commission's current policy, service contracts filed under Section 4905.31, Revised Code shall go into effect upon filing with the Commission. The term of the Service Agreement, unless otherwise agreed to as part of the Service Agreement, shall commence upon the filing of the Service Agreement by the Company.

4. Types of Service and Capacity

The Company shall offer Firm service if the Company using good industry practice believes it has sufficient pipeline capacity available after accounting for the projected demand of the existing Firm service load. The Company shall offer Interruptible service to all Customers who request such service, meet the tariff standards and execute a Service Agreement.

Where the Company has agreed to provide a Customer with Firm service, the Service Agreements shall specify the Company's pipeline capacity allocated to and reserved on behalf of the Customer for redelivery of the Customer's supply in terms of the MDQ that can be tendered to the Receipt Point(s) on a daily basis, and the maximum amount which can be transported to a particular Delivery Point. A Customer may have several Delivery Points, but the aggregate of the

Filed pursuant to PUCO Entry dated March 16, 2005 in Case No. 05-67-PL-ATA

ISSUED: March 21, 2006

EFFECTIVE: March 21, 2006

Issued By
Orwell-Trumbull Pipeline Co., LLC
Stephen G. Rigo, Vice President

P.U.C.O. No. 1

ORWELL-TRUMBULL PIPELINE CO., LLC

Original Sheet No. 5

**RULES AND REGULATIONS GOVERNING THE TRANSPORTATION
OF GAS IN UNINCORPORATED AREAS**

daily Firm accessible Delivery Points must equal or exceed the Receipt Point(s) MDQ, adjusted for Shrinkage.

The Company shall have no obligation to accept any Nomination in excess of the Customer's MDQ. If requested by the Customer, the Company may accept a nomination and subsequent tender of an amount in excess of the Customer's MDQ if the Company reasonably believes it can physically accommodate the request.

5. Delivery and Transportation

The Customer shall arrange with its Gas suppliers to have Gas tendered to the Receipt Point(s) for delivery to the Delivery Point(s) in a volume designed to match the Customer's nomination at the Delivery Point(s) plus Shrinkage for each Day in an amount not to exceed the Customer's MDQ. The Company shall then redeliver, on a firm basis, such quantities, less the Company's Shrinkage, to the Customer at the Delivery Point(s) as specified on Exhibit A of the Customer's Service Agreement. Transportation service under the Service Agreement shall be governed by: 1) the Service Agreement; 2) this Tariff; and 3) the rules and orders of the Commission.

For planning purposes, the Customer shall provide Written Notice, at least three (3) business days prior to the start of each calendar Month, to the Company of the amount of Gas it forecasts to transport during the upcoming Month.

The Customer shall submit its Nomination to the Company by no later than 11:30 am Central Clock Time for Gas flow the following day. This Nomination should correspond to scheduled deliveries the Customer makes on the upstream interstate pipeline and downstream local gas distribution and/or interstate pipeline company operating the applicable Delivery Point(s). Should the Customer desire to modify its Nomination either on the current Day or after the Nomination deadline for Gas flow the following day, the Company shall make every attempt to accommodate the Customer's request provided the Company can confirm such quantities with the upstream pipeline at the Receipt Point(s) and downstream entity at the Delivery Point(s).

After the Customer delivers gas or causes gas to be delivered to the Company at the Receipt Point(s) specified in the Service Agreement, the Company shall be deemed to be in control and possession of the gas until thermally equivalent quantities (less Shrinkage) are redelivered to the Customer or for the account of the Customer at the Delivery Point(s). The Customer shall have no responsibility with respect to any gas deliverable by the Company or on account of anything, which may be, done, happen, or arise with respect to such gas until the Company delivers such gas to the Customer or for the account of the Customer. The Company shall have no responsibility with respect to such gas before the Customer delivers or causes such gas to be delivered to the Company or after the Company redelivers such gas to the Customer or for the account of the Customer, or on account of anything which may be done, happen, or arise with respect to such gas before such delivery or after such redelivery.

Filed pursuant to PUCO Entry dated March 16, 2005 in Case No. 05-67-PL-ATA

ISSUED: March 21, 2006

EFFECTIVE: March 21, 2006

Issued By
Orwell-Trumbull Pipeline Co., LLC
Stephen G. Rigo, Vice President

P.U.C.O. No. 1

ORWELL-TRUMBULL PIPELINE CO., LLC

First Revised Sheet No. 6

**RULES AND REGULATIONS GOVERNING THE
TRANSPORTATION OF GAS**

6. Shrinkage

Unless otherwise agreed, the Customer shall have the right to retain, pursuant to this Tariff, 100% of the gas delivered to the Receipt Point(s), less the Shrinkage.

7. Transportation Rate

The rates and charges for transportation services will be established pursuant to contracts submitted to the Commission for approval under Section 4905.31, Revised Code.

OPTIONAL ELECTRONIC MEASUREMENT SERVICE

For each Delivery Point electronically measured: \$125 per month

Customers who elect this service must provide and pay for a dedicated telephone line and the necessary power to operate such electronic measurement and telemetering equipment. The meter, electronic measurement device and associated telemetering equipment shall be and remain the property of the Company. The Company will install and maintain the electronic measurement and telemetering equipment.

Customers who elect this optional service shall agree to continue it for a minimum period of thirty-six (36) months or until the Delivery Point is no longer in use for transportation service from Company, whichever first occurs.

8. Imbalances

The following shall apply unless otherwise agreed to by the Parties and approved by the Commission:

Customer shall be entitled to take, at the Delivery Point(s) on a daily basis the tendered quantity at the Receipt Point(s) minus the Shrinkage. The Service Agreement shall set out the time period in which the volumes tendered minus the Shrinkage will be balanced against the volumes taken at the Delivery Point(s). When the amount of natural gas tendered at the Receipt Point(s) minus the Shrinkage exceeds the amount redelivered to the Delivery Point(s) for the period of time listed in the Service Agreement for balancing, then the Company may either carryover the surplus for subsequent redelivery at a specified time, or cash-out the imbalance by paying the Customer the Cash-out Price for each Dth minus a percentage penalty as determined from the chart below for the surplus amount. If the amount of natural gas tendered to the Receipt Point(s) minus the Shrinkage for the period of time listed in the Service Agreement for balancing is less than the

Filed pursuant to PUCO Entry dated April 15, 2009 in Case No. 09-259-PL-ATA

ISSUED: April 16, 2009

EFFECTIVE: April 16, 2009

**Issued By
Orwell-Trumbull Pipeline Co., LLC
Stephen G. Rigo, Vice President**

P.U.C.O. No. 1

ORWELL-TRUMBULL PIPELINE CO., LLC

Original Sheet No.6-A

**RULES AND REGULATIONS GOVERNING THE
TRANSPORTATION OF GAS**

amount of natural gas taken by the Customer at the Delivery Point(s), then the Customer shall be cashed out by paying the Company the Cash-out Price for each Dth plus a percentage penalty as determined from the chart below for the amount the Customer has overtaken.

<u>Percentage Imbalance Level</u>	<u>Penalty</u>
0-10%	No penalty for cash-outs
10-20%	Ten Percent (10%) penalty fee on all Dth cashed-out
>20%	Twenty Percent (20%) penalty fee on all Dth cashed-out

Filed pursuant to PUCO Entry dated _____, 2009 in Case No. 09-259-PL-ATA

ISSUED: _____, 2009

EFFECTIVE: _____, 2009

Issued By
Orwell-Trumbull Pipeline Co., LLC
Stephen G. Rigo, Vice President

P.U.C.O. No. 1

ORWELL-TRUMBULL PIPELINE CO., LLC

Original Sheet No. 7

**RULES AND REGULATIONS GOVERNING THE TRANSPORTATION
OF GAS IN UNINCORPORATED AREAS**

9. Title to Gas

Any Customer taking natural gas transportation service pursuant to this schedule warrants that it has title to the gas delivered to Company free and clear of all claims, liens and encumbrances, and covenants and agrees to indemnify and hold harmless Company from all suits, actions, debts, accounts, damages, costs, losses, liens, judgments, orders, attorneys fees, expenses and liabilities arising from or attributable to the adverse claims of any and all other persons or parties to such gas.

The Customer and the Company each assume full responsibility and liability for the maintenance and operation of its respective properties and shall indemnify and save harmless the other party from all liability and expense on account of any and all damage, claims or actions, including injury to and death of persons, arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party; provided however, that neither party agrees to indemnify the other party for the negligence of the other party, its agents, servants or employees.

10. Operational Flow Orders

In the event any one of the following occur: 1) any Upstream Interstate Pipeline supplying the Company declares a Force Majeure event or an operational flow order; 2) the Commission or the Governor declare an energy emergency; or 3) if weather and usage conditions create a situation in which the Company reasonably believes that it cannot accommodate an imbalance from the Customer, the Company may issue an Operational Flow Order. During an Operational Flow Order the Customer may only tender and receive those volumes which the Company believes the Customer can actually both tender to the Receipt Point(s) and receive at the Delivery Point(s) on a daily basis. The Company will use its best efforts to avoid an Operational Flow Order if reasonably possible, and maintain the Operational Flow Order for as limited a period of time as is reasonably possible.

11. Quality

The gas made available to Company by Customer for redelivery shall be of quality equal to or better than the quality specifications of the upstream pipeline interconnect with the Receipt Point(s). The Gas delivered by the Company to the Customer at the Delivery Point(s) shall be odorized with mercaptan, shall be of interstate pipeline quality and shall, at a minimum, be commercially free from oil, water, air, salt, dust, gum, gum-forming constituents, harmful or noxious vapors, or other solid or liquid matter which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters and other equipment at the Delivery Points or downstream of the Delivery Points.

The Gas shall not contain in excess of:

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ISSUED: March 21, 2006

EFFECTIVE: March 21, 2006

Issued By
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P.U.C.O. No. 1

ORWELL-TRUMBULL PIPELINE CO., LLC

Original Sheet No. 8

**RULES AND REGULATIONS GOVERNING THE TRANSPORTATION
OF GAS IN UNINCORPORATED AREAS**

- a. Seven (7) pounds of water per million cubic feet of gas;
- b. Four percent (4%) by volume of a combined total to carbon dioxide and nitrogen components; provided, however, that the total carbon dioxide content shall not exceed one and twenty-five one hundredths percent (1.25%) by volume;
- c. Twenty five hundredths (0.25) grains of hydrogen sulfide per one hundred (100) feet of gas; and
- d. Ten (10) grains of total sulfur per one hundred (100) cubic feet of gas.

The gas delivered shall have a total heating value of not less than 1,000 BTU per standard cubic foot, and shall have a utilization factor of one thousand, three hundred (1,300) plus or minus six percent (6%). The utilization factor shall be calculated by dividing the BTU of the gas adjusted for moisture, divided by the square root of the specific gravity.

12. Billing and Payment.

On or before the tenth (10th) day of each calendar month, the Company shall render to the Customer a statement setting forth the total quantity of Gas nominated by the Customer and confirmed by the Company pursuant to this Tariff during the immediately preceding Month, the billing rate and the amount due. Billing statements shall be deemed as rendered when such statements are deposited by the Company with the U.S. Mail for first-class delivery, as evidenced by the postmark date, deposited by the Company with an overnight courier service for delivery to the Customer, sent via facsimile machine to the Customer or hand-delivered to the Customer's office.

Both the Customer and the Company have the right to examine, at reasonable times agreed to by both parties, any books, charts, records or other pertinent information of the other to the extent necessary to verify the accuracy of any charge, computation, and statement made pursuant to any of the provisions within this Tariff.

If it shall be found that at any time or times the Customer has been overcharged or undercharged in any form whatsoever under this Section and the Customer has actually paid the bills containing such overcharge or undercharge, the Company shall refund the amount of any such overcharge or the Customer shall pay the amount of any such undercharge within thirty (30) days after final determination of such amounts. In the event an error is discovered in the amount billed in any statement rendered by the Company, such error shall be adjusted within thirty (30) days from the date of discovery of such error but in any event within six (6) months from the date of such statement with a three (3) month rebuttal period.

The Customer shall make payment to the Company for services purchased during the preceding month and billed pursuant to the provisions of this Tariff on or before the twenty-fifth (25th) day of the month, unless otherwise agreed to by the parties. Payment shall be made by wire transfer of

Filed pursuant to PUCO Entry dated March 16, 2005 in Case No. 05-67-PL-ATA

ISSUED: March 21, 2006

EFFECTIVE: March 21, 2006

Issued By
Orwell-Trumbull Pipeline Co., LLC
Stephen G. Rigo, Vice President

P.U.C.O. No. 1

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Federal Funds at such bank account designated by the Company, except when such day of the month is a Saturday, Sunday or federal bank holiday, in which case payment is due on the following Business Day. All such payments shall be considered to have been made on the date when the Company has use of such funds.

If the rendering of the bill is delayed after the tenth (10th) day of the month following the month of actual delivery, then the time of payment shall be extended by the same number of days as the delay. If the Customer is responsible for the delay, the provisions of the previous paragraph remain as applicable.

If the Customer, in good faith, disputes the amount of any such invoice or any part thereof, the Customer will pay such amount as it concedes to be correct: provided, however, if the Customer disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

If the Customer fails to remit the full amount when due, the amount not paid by the due date shall be increased by 1.5 percent (1.5%) of the amount not timely paid each month.

The Company reserves the right to review the Customer's credit worthiness at any time. Upon request, but not more than twice in any 12-month period, the Customer must provide current financial credit information. If the Customer's current financial or credit status will not support the level of service contracted for, the Company may request that the Customer post the appropriate amount of collateral. Collateral may be in the form of a prepayment, cash deposit, letter of credit, creditworthy parent guarantee or other security acceptable to the Company.

13. Service to Grandfathered Transport Customers

The Company shall negotiate new agreements to continue service, at least through the end of the term of a current customer contract, with each firm transportation customer using the OTP System as of the date of this filing. The Company shall acquire any regulatory authorizations necessary to provide service to firm transportation customers and the Company shall provide service upon such terms and conditions as may be ordered by the regulatory body having jurisdiction. Provision of service to such Customers, with the purpose of avoiding a disruption of service, shall be deemed to be provided under Section 4905.31, Revised Code.

14. General Terms and Conditions

- A. Services provided under this schedule are subject to all Federal, State of Ohio and local laws and to the orders, rules and regulations of any federal, State or local agencies having jurisdiction thereof.

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Issued By
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Stephen G. Rigo, Vice President

P.U.C.O. No. 1

ORWELL-TRUMBULL PIPELINE CO., LLC

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- B. The Company, at its sole election, may terminate service under this schedule in the event Customer failed to cause its gas supply made available to Company at the Receipt Point(s) to match the gas supply consumed at the Delivery Point(s). The imbalance charges specified herein shall not be construed as Company's exclusive remedy in the event that Customer fails to fulfill its balancing obligations. In addition, nothing herein shall preclude Company from waiving an imbalance rate or charge provided Customer has undertaken reasonable efforts to eliminate the imbalance condition, the frequency and magnitude of the imbalance condition does not, in the Company's judgment, indicate Customer is utilizing the imbalance to obtain an economic advantage related to the cost of natural gas or transportation and related services or the imbalance condition does not disadvantage other customers or Company.

If the Company believes that the Customer may be creating imbalances on the Company's system in order to obtain an economic advantage, it will notify the Customer and any involved marketer in writing of such belief and the Customer will have the opportunity to respond. If, within the sixty (60) day period following such notice, the Company concludes that the Customer has engaged in such imbalance activity, the Company may terminate Gas Transportation Service by giving the Customer and any involved marketer ten (10) days' notice prior to the end of the calendar month.

- C. With reasonable prior notice, Customer shall have the right to review the records of the Receipt Point(s) meter(s) and/or Delivery Point(s) meter(s), during normal business hours. Either Customer or Company may, at its election, have any or all of the Receipt Point(s) meter(s) and/or Delivery Point(s) meter(s) tested for accuracy and adjusted in accordance with good industry practice. If the meters test within 2% or better of accurate measurement, then the cost of the test shall be paid by Party requesting the test. If the meters are found to be inaccurate by more than 2%, the Party owning the meter shall pay for the test. No adjustment based upon meter inaccuracies shall be made for delivery charges or natural gas imbalances unless a meter tests inaccurate by more than 5%. Any such billing correction shall only be to the 2% error level for a period of time no longer than to the last meter testing or six months, whichever is less.
- D. No waiver by the Company or the Customer of one or more defaults by the other of the provisions of service under this schedule shall be construed as a waiver of any other or further default or defaults, whether of a like or a different character.
- E. The Company is also subject to the Commission's current Gas Transportation Guidelines which are incorporated by reference and attached as Appendix A to this tariff.
- F. Except with regards to a Customer's obligation to make payment, neither Customer nor Company shall be liable to the other for failure to perform a Firm obligation to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed

Filed pursuant to PUCO Entry dated March 16, 2005 in Case No. 05-67-PL-ATA

ISSUED: March 21, 2006

EFFECTIVE: March 21, 2006

Issued By
Orwell-Trumbull Pipeline Co., LLC
Stephen G. Rigo, Vice President

P.U.C.O. No. 1

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herein means any cause not reasonably within the control of the party claiming suspension of the obligation.

Force Majeure shall include, but shall not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, or explosions; (ii) breakage or accident or necessity of repairs or routine maintenance to machinery or equipment or lines of pipe; (iii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iv) interruption of firm transportation and/or storage by upstream interstate pipeline(s); (v) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (vi) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction. Customer and Company shall make reasonable efforts to avoid the adverse impacts of a Force Majeure event and to promptly resolve any such event once it has occurred in order to resume performance.

Neither Customer nor Company shall be entitled to the benefit of the provision of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary firm transportation unless primary, in-path, firm transportation is also curtailed; (ii) the party claiming Force Majeure failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship. The Customer or Company claiming Force Majeure shall not relieve either party from meeting all payment obligations.

Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the sole discretion of the party experiencing such disturbances.

A party claiming Force Majeure must provide prompt notice to the other party. Initial notice may be given orally; however, written notification with reasonably full particulars of the event or occurrence claimed to constitute Force Majeure is required as soon as reasonably possible. Upon providing written notification of Force Majeure to the other party, the affected party will be relieved of its obligation to make or accept delivery of Gas, as applicable, to the extent and for the duration of the Force Majeure event, and neither party shall be deemed to have failed in such obligation to the other during such occurrences or event.

Filed pursuant to PUCO Entry dated March 16, 2005 in Case No. 05-67-PL-ATA

ISSUED: March 21, 2006

EFFECTIVE: March 21, 2006

Issued By
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APPENDIX A

GAS TRANSPORTATION PROGRAM GUIDELINES

The following standards and guidelines: (1) will be utilized to determine whether arrangements for furnishing natural gas or synthetic gas meet the reasonableness requirements of Section 4905.31, Revised Code; and (2) will be considered in applications made pursuant to Section 4909.18, Revised Code. However, the guidelines should not be understood or interpreted as barring the submission or approval of any arrangement which has been agreed to between the public utility (also referred to as the local distribution company) and a customer, a group of customers, or a previously unserved customer (hereafter referred to as "party").

These guidelines are intended to facilitate gas transportation within the state of Ohio. They do not supplant approved curtailment or emergency plans or activities.

These guidelines are intended to provide broad guidance while individual transportation tariffs and special contract language may detail specific terms and conditions.

- (1) Each gas or natural gas utility subject to the jurisdiction of the Commission that elects to provide transportation of gas shall do so on a non-discriminatory basis subject to the capacity of its system. Transportation services will be available pursuant to tariffs filed with and approved by the Commission. Such tariffs shall specify all rates and charges for both firm and interruptible transportation services. A range of rates may be published as part of the tariff. The range shall specify a minimum and a maximum transportation rate. The minimum rate shall cover the variable costs of serving a customer plus make a contribution to total company fixed costs. Only arrangements which vary from the tariff or which involve agency gas service or utility brokerage operations shall be filed in accordance with section 4905.31, Revised Code. The utility will periodically publish and file with the Commission, no less often than annually, a list of the unbundled and optional transportation services that it provides, and make such list available upon request.

- (a) End-users who satisfy the definition of human needs and public welfare

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customers, as set forth in this appendix, must purchase backup supply service from the local gas distribution company (LDC), or have arranged for reliable alternative natural gas commodity, capacity and delivery from another supplier, or have alternative fuel capability, or have a combination thereof sufficient to maintain minimal operations.

Any application for service made to an LDC, requesting alternative natural gas backup, must demonstrate to the LDC that the applicant has contracted for reliable delivery and reliable alternative commodity supply.

- (b) Those end-users who do not satisfy the definition of human needs and public welfare customers or those customers who utilize the services of the LDC for transportation only are not required to have backup supplies.
- (c) Rates for backup supply, provided by the utility, shall be cost based. Backup supply shall be considered as the same priority, class, subdivision or category as that customer would be entitled to receive as a firm sales customer of the utility.
- (d) Customers who elect to relieve the LDC of the merchant function by engaging in gas transportation or bypass should bear the market risks of the choices that they make about sources of supply. Thus, while the utility retains an obligation to provide to its transportation customers transportation and related services, the public utility's obligation to provide commodity to these customers is on a best efforts basis and does not include an obligation to provide commodity service under the GCR regulated system supply as

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replacement of transportation or bypass volumes at prevailing GCR rates. All costs incurred by the utility in providing commodity to these customers should be borne by the customers who were provided such service.

- (e) The public utility is responsible for safeguarding the interests of all system customers by establishing reasonable procedures and mechanisms for making transportation customers responsible for balancing, on a timely basis, transportation gas deliveries with the transportation customer's consumption. The transportation customer is responsible for fully compensating the LDC, on behalf of the system sales customers, and other transportation customers as applicable, for any additional costs incurred as a result of that transportation customer's unreasonable imbalance between delivery and consumption. The reasonableness of such procedures and mechanisms are subject to evaluation by the Commission.

- (f) TO STRENGTHEN THE KNOWLEDGE BASE AMONG TRANSPORTATION CUSTOMERS, AND SCHOOLS IN PARTICULAR, LDC'S SHOULD DEVELOP INFORMATION PROGRAMS - SUCH AS BROCHURES AND FORUMS, AS APPROPRIATE - TO ACQUAINT POTENTIAL TRANSPORTATION PARTICIPANTS, ON AN ANNUAL BASIS, WITH OPERATIONAL REQUIREMENTS, COSTS, LIABILITIES, AND BENEFITS OF ENGAGING IN NATURAL GAS TRANSPORTATION.

LDC'S SHALL FILE, ANNUALLY BY DECEMBER 31ST, WITH THE STAFF, A RECORD OF INFORMATIONAL PROGRAMS PERFORMED AND COPIES OF ANY MATERIALS UTILIZED IN THIS INFORMATIONAL EFFORT.

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- (G) IT IS NOTED THAT SCHOOL FACILITIES OFTEN FUNCTION AS EMERGENCY SHELTERS. ALL LDC'S PROVIDING TRANSPORTATION SERVICE ARE REQUIRED TO IDENTIFY ALL SCHOOL FACILITIES WITHIN THEIR SERVICE TERRITORY ENGAGING IN NATURAL GAS TRANSPORTATION AND DESIGNATED AS EMERGENCY SHELTERS, AND COORDINATE THIS LIST ANNUALLY WITH THE PUBLIC UTILITIES COMMISSION OF OHIO EMERGENCY/OUTAGE COORDINATOR AND THE RESPECTIVE LOCAL COUNTY EMERGENCY MANAGEMENT DIRECTOR. THIS LIST SHOULD PROVIDE COMPLETE LOCATIONAL DETAILS AND POINTS OF CONTACT. IN THE ABSENCE OF BACK-UP SERVICE, IN AN EMERGENCY, THESE FACILITIES WOULD BE ENTITLED TO SPECIAL CONSIDERATION FOR GAS SUPPLY ONLY IF THEY WERE ACTIVATED AS EMERGENCY SHELTERS.
- (2) The party making available supplies of natural gas or synthetic gas should have the following commodity and capacity rights and be subject to the following conditions:
- (a) To the extent that a party makes supplies of natural or synthetic gas available, the party shall have a right to retain, pursuant to an approved arrangement, 100% of the gas delivered to the transporting utility or utilities, less the average system-wide unaccounted-for gas percentage, or a different percentage when such is justified by the utility in any application approved by the Commission pursuant to either Sections 4905.31 or 4909.18, Revised Code.
 - (b) Planning for system supply customers shall not assume that the gas supply or capacity entitlement of transportation customers will or can be used to meet system supply customers' design requirements unless a transportation customer has agreed otherwise. This will be reviewed in each company's LTFR filings and/or GCR proceedings.

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- (c) Absent a condition that creates a clear and present danger to the LDC's ability to meet the demands of human needs and public welfare customers, the gas supply of a transportation customer shall be accepted and delivered by an LDC according to the terms of the applicable contract or tariff. Any interruption in the service entitlement of a transportation customer resulting from such a condition shall be remedied as quickly as reasonably possible and must be preceded by the exhaustion of other reasonable alternatives to avoid the involuntary interruption of service.
- (d) In the event all or any portion of a supply or capacity entitlement is not available to a transportation customer as a result of the direct action of the LDC pursuant to (2)(c), other than in cases of force majeure, the transportation customer not receiving the entitlement shall be entitled to compensation from the LDC. Compensation should take into consideration the cost incurred for interstate and intrastate capacity entitlements, if any, the cost of the commodity purchased, the incremental cost incurred by a transportation customer to obtain substitute energy, if an alternative is available and used, and any premium required by the market for the time of the capture.
- (e) The transportation party shall be responsible, either directly or indirectly, for all costs and risks associated with the field or plant development, production, storage and delivery of the volumes to the public utility. The transportation party shall also be responsible for compensating the LDC, for the benefit of its system sales customers,

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when the transporting party uses gas to which it is not entitled. Compensation should take into consideration the cost incurred for interstate and intrastate capacity entitlements, if any, the cost of the commodity purchased, and any premium required by the market for the time of the capture.

- (3) If the party is a customer of the transporting local distribution company and satisfies the definition of a human needs and public welfare customer, the application must specify the type of alternative fuel the customer has available (i.e., backup service from the utility, reliable alternative natural gas capacity and reliable commodity supply, fuel oil, propane, coal, or other energy source).

- (4) The utility shall maintain separate accounts or subaccounts for expenses of and for all equipment installed or property devoted to the production, collection, transmission, and delivery of natural or synthetic gas pursuant to an arrangement between a party and a public utility.

Agency or brokerage staff of the utility shall not restrain competition by using information involving non-LDC brokerage or producer sales obtained through the exercise of the utility's transportation function in competing against those same non-LDC brokers or producers. Where such restraint of competition occurs, agency or brokerage sales may be canceled.

- (5) Any application for the approval of an agreement between a party and a public utility or any agreement issued in accordance with published transportation tariffs shall specifically set forth the following:

- (a) The manner in which the public utility's existing and pending restrictions relating to the curtailment of existing service or the extension of new service would be altered or modified if the proposed arrangement were approved by the Commission.

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- (b) The areas where the arrangement is at variance with the guidelines used to judge the reasonableness of such arrangement, and the reasons that the variance is deemed necessary.
- (c) The name, address, and telephone number of the party.
- (d) The nature and extent of any interest which each party to the arrangement holds in any other party to the arrangement, or in any public utility subject to the jurisdiction of the Commission.
- (e) The location of the intended points of consumption.
- (f) Where an arrangement renews or replaces a previous transportation arrangement, the application should specify the case number under which the previous arrangement was filed with the Commission and the date of the entry approving the arrangement.
- (g) Types of services and rates charged and minimum and maximum volumes.
- (h) Each arrangement, filed pursuant to Section 4905.31, Revised Code, entered into between a party and a public utility for furnishing natural or synthetic gas, shall provide that no alteration, modification, assignment, or termination shall be made without specific approval of the Commission.
- (i) The portions of the transportation service provided on a firm and an interruptible basis, as indicated in the transportation agreement.
- (j) The method and manner of compensating the transporting party in the event of an appropriation of gas pursuant to the public utility's

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curtailment plan and/or contractual arrangement, as indicated in the transportation agreement.

- (k) The arrangements, reasonable and non-punitive, between the customer and the public utility which are necessary for the public utility to manage its system and service so that the transportation customers service does not adversely affect other customers and/or the integrity of the system.
- (L) WITH RESPECT TO SCHOOL SYSTEMS ENGAGING IN NATURAL GAS TRANSPORTATION SERVICES WITHOUT LDC PROVIDED BACK-UP SERVICES, TO INSURE ADEQUATE COMMUNICATION AND UNDERSTANDING AMONG THE PARTIES PROVIDING EACH SEGMENT OF THIS SERVICE AND THE SCHOOL SYSTEM'S GOVERNING BODY, THE COMMISSION REQUIRES THAT A SCHOOL BOARD RESOLUTION WHICH ACKNOWLEDGES THE RISKS, THE RESPONSIBILITIES, AND THE POTENTIAL CONSEQUENCES OF ENGAGING IN NATURAL GAS SUPPLY AND TRANSPORTATION ARRANGEMENTS BE FILED ANNUALLY WITH THE LOCAL DISTRIBUTION COMPANY AND THAT SAID RESOLUTION ACCOMPANY ANY FILING, WITH THE COMMISSION, OF A CONTRACT PURSUANT TO RC 4905.31.
- (6) Any application for the approval of a transportation agreement shall conform to the requirements of Section 4905.31, Revised Code.
- (7) Each gas or natural gas utility that elects to offer transportation service shall provide rates for firm and interruptible service. Initial filings for such rates may be downwardly flexible from a basic transportation rate, which is defined as the otherwise applicable service and rate schedule less all GCR-related costs and less optional services. The rate may be flexed between an upper bound of the basic transportation service rate and a lower bound that recovers all variable costs of service and provides a contribution to the

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utility's fixed costs of providing service. Transportation rate flexibility should be used as an opportunity to optimize revenue. Where gas-related services such as supply back-up are contracted for, the cost of providing such service shall be in addition to the basic transportation rate.

For contracts submitted to the Commission under Section 4905.31, Revised Code, the transportation rate may take effect upon the filing of the agreement with the Commission, but the agreement would remain subject to subsequent approval.

- (a) Information regarding the transportation rates will be treated confidentially by the Commission Staff in any application for approval of a transportation arrangement, pursuant to Section 4905.31, Revised Code, when it can be demonstrated by the utility that disclosure of the negotiated rate will jeopardize the utility's ability to optimize revenue in future rate negotiations.

All documents and records in the possession of the Commission are public records. Thus, it is only under extraordinary circumstances that material in the Commission's possession may be held in confidential status.

If there is a request for rate confidentiality, the request shall accompany the application. The rate which is the subject of the request will be treated as confidential pending a Commission finding regarding the propriety of the request.

IN MAKING AN APPLICATION FOR CONFIDENTIAL TREATMENT, THE LDC SHOULD CONSULT WITH APPROPRIATE STAFF TO INSURE COMPLIANCE WITH CURRENT FILING REQUIREMENTS.

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- (b) Each utility shall maintain information and accounts sufficient to identify total transportation service revenue actually recovered and that which would have been recovered but for the use of transportation rate flexibility.
- (c) A local distribution company may establish its gas transportation schedule(s) pursuant to an application(s) found to be in accordance with Section 4909.18, Revised Code. In establishing its gas transportation tariff schedule(s), the local distribution company should disclose all services and related expenses, such as administration, which occur in addition to the otherwise applicable service and rate, and those services and related expenses which need not be performed when compared with the otherwise applicable service and rate. Any such application(s) must include a complete description of all required services and documentation of associated expenses which result directly and exclusively from the provision of the transportation service(s) which is the subject of the application.
- (8) The Commission believes that the provisions of these guidelines provide the utility with adequate means to meet competitive realities and to maintain the revenue contribution of customers receiving the services. The Commission will use the rate case proceeding to scrutinize the appropriateness of recovery of any revenue deficiency from the general service customers, which deficiency arose from the loss of customers and/or from the use of pricing flexibility.

(9) Definitions

- (a) Administration Fee - The charge and corresponding accounting entry which represent the actual cost of administering gas transportation service and its obligations.

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- (b) **Agency Gas Service** - A function by the local distribution company wherein the LDC acts as agent for the consumer for the procurement of gas or as agent for a producer for the sale of gas.
- (c) **Human Needs and Public Welfare Customer** - A customer whose facilities are used for residential dwelling on either a permanent or temporary basis; commercial customers of a residential nature; other customers whose service locations are places of the kind, where the element of human welfare is the predominant factor; and civil and governmental customers whose facilities are required in the performance of protecting and preserving the public health, safety and welfare. Such facilities shall include, but are not limited to houses, apartment buildings, correctional institutions, hospitals, nursing homes, and charitable institutions. Specifically excluded are hotels and motels used for temporary lodging and not used as a principal place of residence on a monthly or yearly basis; AND PRIMARY, SECONDARY, AND OTHER NON-RESIDENTIAL SCHOOLS.
- (d) **Minimal Operations - Maintenance** supply of natural gas sufficient to allow a human needs and public welfare customer, who does not have a 24-hour residence requirement, to meet average worst day maintenance heating requirements based on the heating degree days record for the closest location to the building site. Supply of natural gas sufficient to allow those facilities with a residential function to provide the full requirements of the residential heating load plus maintenance levels for the non-residential portions of the facility.

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- (e) **Optional Services** - The offering of services in addition to services provided for in the basic transportation rate.
- (f) **Unbundled Services** - The offering of the separate or individual components of transportation and related services and corresponding rates and charges.
- (g) **Utility Brokerage Operations** - Activities of an agency which is subordinate to an LDC, or subordinate to a pipeline or other holding company having organizational connection to the LDC; and which engages in commodity transactions separate from those activities normal to operation of the Gas Cost Recovery system supply.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/27/2015 4:59:25 PM

in

Case No(s). 14-1654-GA-CSS, 15-0637-GA-CSS

Summary: Testimony Direct Testimony of Gregory Slone on Behalf of the Office of the Ohio Consumers' Counsel electronically filed by Ms. Gina L Brigner on behalf of Mr. Ajay Kumar