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FILE

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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

2009 MAR 24 AM 11:46

APPLICATION NOT FOR AN INCREASE IN RATES, PURSUANT TO SECTION
4909.18, REVISED CODE

PUCO

IN THE MATTER OF THE)
APPLICATION OF COBRA)
PIPELINE COMPANY, LTD TO)
IMPLEMENT AN ELECTRONIC)
MEASUREMENT SERVICE)
)

CASE NO. 09-258-PL-ATA

1. APPLICANT RESPECTFULLY PROPOSES:

- | | |
|--|--|
| <input checked="" type="checkbox"/> New Service | <input type="checkbox"/> Change in Rule/Regulation |
| <input type="checkbox"/> New Classification | <input type="checkbox"/> Reduction in Rates |
| <input type="checkbox"/> Change in Classification | <input type="checkbox"/> Correction of Error |
| <input type="checkbox"/> Other, not involving
increase in rates | <input type="checkbox"/> Various related and unrelated
textual revisions, without change of
intent |

2. DESCRIPTION OF PROPOSAL

This Application constitutes a "first filing" pursuant to Ohio Rev. Code §4909.18.

3. TARIFFS AFFECTED:

4. ATTACHED HERETO AND MADE A PART HEREOF ARE: (Check applicable Exhibits)

- ☒ Exhibit A – existing schedule sheets (to be superseded) if applicable
- ☒ Exhibit B – proposed schedule sheets
- ☒ Exhibit B-1-redline tariff sheet showing proposed schedules relative to current schedule
- ☒ Exhibit C-1

(a) if new service is proposed, describe;

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 SM Date Processed MAR 24 2009

The new service Cobra Pipeline Company, LTD. proposes to provide is an elective electronic measurement service. For the stated monthly electronic measurement service charge, Cobra will provide telemetering equipment and maintenance and daily measurement through Cobra's proprietary SCADA system. Customer will be responsible for the cost of a dedicated telephone line, and the necessary power to operate such electronic measurement and telemetering equipment.

Customer who elect this service will also have password protected access to Cobra's gas control website and can view and download daily throughput for each electronically measured delivery point. By means of such access, Customers can effectively monitor consumption in order to avoid potential cash-outs or imbalance penalties.

- (b) if new equipment is involved, describe (preferably with a picture, brochure, etc.) and where appropriate, a statement distinguishing proposed service from existing services;

Attached are descriptive brochures for the two types of telemetering devices Cobra will install on the electing Customer's dedicated telephone line.

- (c) if proposed service results from customer requests, so state giving if available, the number and type of customers requesting proposed service. **(not applicable)**
- (d) if a change in classification, rule or regulation is proposed, a statement explaining reason for change: **(not applicable)**
- (e) statement explaining reason for any proposal not covered in the attached exhibits: **(not applicable)**

5. Proposed Customer Notice:

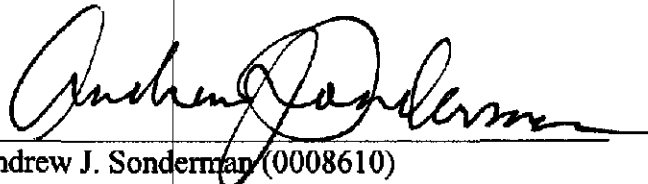
Upon approval of the proposed services set forth in Exhibit B, Cobra Pipeline Company, LTD will, by a special mailing, inform its customers who have been served pursuant to its tariff P.U.C.O. No. 1, through the proposed customer notice attached hereto as Exhibit D.

6. This Application will not result in an increase in any rate, joint rate, toll, classification, charge or rental.

7. A copy of the required officer verification is attached.

WHEREFORE, Cobra Pipeline Company, LTD respectfully requests that the Commission permit the filing of the proposed schedule sheets, to become effective on the date, subsequent to filing, to be shown on the proposed schedule sheets which will be filed with the Commission; and to be in the form of the schedule sheets in Exhibit B as modified by any further revisions that have become effective prior to the effective date of the proposed schedule sheets. Cobra Pipeline Company, LTD further requests that the same changes be incorporated in its TRF docket, Case No. 89-8041-PL-TRF.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Andrew J. Sonderman", written over a horizontal line.

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 (Fax)
asonderman@weltman.com

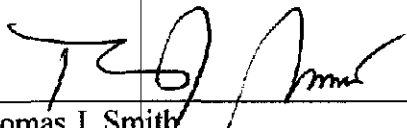
Counsel for Cobra Pipeline Company, LTD

VERIFICATION

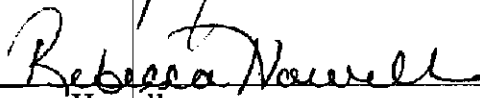
State of Ohio)

County of Lake)

Thomas J. Smith, President and Rebecca Howell, Secretary of Cobra Pipeline Company, LTD,
being first duly cautioned and sworn, state that they have read the foregoing Application Not For
An Increase in Rates and that it is true and correct to the best of their information and belief.



Thomas J. Smith



Rebecca Howell

Sworn and subscribed before me, a Notary Public in and for the State of Ohio on this 23rd day of
March, 2009.





JULIE E. DUNBAR
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 05/20/12
RECORDED IN LAKE COUNTY

EXHIBIT A

Existing Tariff Sheets to be Superseded

**RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF NATURAL GAS IN
THE STATE OF OHIO**

Commodity Charge (paid only on
quantity transported): \$.50 per Dth

8. Processing and Compression

(paid on quantity received at
Receipt Point) Charge \$0.25 per Dth

Processing and compression charge shall only apply when gas received by Company at the Receipt Point has a heat content in excess 1,130 Btu per cubic foot and is processed through a processing plant on Company's system.

The Company, at its sole discretion, may offer services at rates that are downwardly flexible from the maximum rates in Sections 7 and 8. The rate may be flexed between the upper bound of the basic rate and a lower bound that recovers all variable costs of service and provides a contribution to the Company's fixed costs of providing service. Such reduced rates may be determined based on competitive services available to the customer, the quality (firm or interruptible) of service and the Company's need to achieve load preservation or the economic recovery of costs of the Company.

9. 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 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

Filed pursuant to PUCO Entry dated June 27, 2007 in Case No. 05-1558-PL-ATA

ISSUED: June 29, 2007

EFFECTIVE: June 29, 2007

Issued By
COBRA PIPELINE CO., LTD
Stephen G. Rigo, Vice President

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10-20%	Ten Percent (10%) penalty fee on all Dth cashed-out
>20%	Twenty Percent (20%) penalty fee on all Dth cashed-out

10 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.

11. 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.

12. Measurement and Quality

Billings for all receipts and deliveries hereunder shall be made on a thermal basis in Dth. In converting thermal units to Mcf, Company shall have the right to rely upon the heat content calculation employed by the interstate pipeline, if any, tendering volumes on Customer's behalf at the Receipt Point(s), or in the event Customer is injecting natural gas directly into Company's system at a Receipt Point interconnecting with a local production well or a gathering system, then the heat content calculation shall be based on testing of samples of gas taken at the receipt point not less frequently than annually. Customer shall be responsible to pay the cost of such testing.

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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:

- 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.

13. 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

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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 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.

14. 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 Cobra 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

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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.

15. 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.
- 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.

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**RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF NATURAL GAS IN
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- E. The Company is also subject to the Commission's current Gas Transportation Guidelines which are incorporated by reference and attached as Appendix B 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 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.

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**RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF NATURAL GAS IN
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APPENDIX A

TRANSPORTATION SERVICE AGREEMENT No. _____

THIS AGREEMENT, made and entered into as of the ____ day of _____, 20____
by and between COBRA PIPELINE CO., LTD. ("Company") and _____
("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 first
day of Customer's next billing cycle following its execution and shall continue through the last day of
Customer's March, 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

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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. Contract Data

A. POINTS OF RECEIPT INTO COBRA PIPELINE CO. LTD.

Meter Station No.	Township	County	Market Code
1)			
2)			
3)			

Market Code "A" means that the Point(s) of Receipt is serving the market area where Customer's end use facilities are located. Market Code "B" means that the Point(s) of Receipt is not serving the market area where Customer's end use facilities are located.

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B. DELIVERY POINTS FROM COBRA PIPELINE CO. LTD.

Meter Station No.	Township	County	Market Code
1)			
2)			
3)			

C. TRANSPORTATION SERVICE - VOLUME DETAIL

Quality of Service: FIRM ☐ INTERRUPTIBLE ☐

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.

Maximum Daily Quantity (MDQ): _____ Dth

D. NOTICESTo Cobra:

Cobra Pipeline Co. Ltd
8500 Station Street, Suite 100
Mentor, Ohio 44060
Attention: _____

To Customer:

Attention: _____

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COBRA PIPELINE CO., LTD

Original Sheet No. 16

**RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF NATURAL GAS IN
THE STATE OF OHIO**

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: _____
Title: _____

By: _____
Title: _____

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Stephen G. Rigo, Vice President**

EXHIBIT B

Proposed Tariff Sheets

**RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF NATURAL GAS IN
THE STATE OF OHIO**

Commodity Charge (paid only on
quantity transported): \$.50 per Dth

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. Processing and Compression

(paid on quantity received at
Receipt Point) Charge \$0.25 per Dth

Processing and compression charge shall only apply when gas received by Company at the Receipt Point has a heat content in excess 1,130 Btu per cubic foot and is processed through a processing plant on Company's system.

The Company, at its sole discretion, may offer services at rates that are downwardly flexible from the maximum rates in Sections 7 and 8. The rate may be flexed between the upper bound of the basic rate and a lower bound that recovers all variable costs of service and provides a contribution to the Company's fixed costs of providing service. Such reduced rates may be determined based on competitive services available to the customer, the quality (firm or interruptible) of service and the Company's need to achieve load preservation or the economic recovery of costs of the Company.

9. 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

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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 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

10 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.

11. 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

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COBRA PIPELINE CO., LTD
Stephen G. Rigo, Vice President

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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.

12. Measurement and Quality

Billings for all receipts and deliveries hereunder shall be made on a thermal basis in Dth. In converting thermal units to Mcf, Company shall have the right to rely upon the heat content calculation employed by the interstate pipeline, if any, tendering volumes on Customer's behalf at the Receipt Point(s), or in the event Customer is injecting natural gas directly into Company's system at a Receipt Point interconnecting with a local production well or a gathering system, then the heat content calculation shall be based on testing of samples of gas taken at the receipt point not less frequently than annually. Customer shall be responsible to pay the cost of such testing.

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:

- 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.

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13. 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 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

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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.

14. 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 Cobra 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.

15. 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.
- 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

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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 B 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 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.

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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.

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**RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF NATURAL GAS IN
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APPENDIX A

TRANSPORTATION SERVICE AGREEMENT No. _____

THIS AGREEMENT, made and entered into as of the ____ day of _____, 20____,
by and between COBRA PIPELINE CO., LTD. ("Company") and _____,
("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 first day of Customer's next billing cycle following its execution and shall continue through the last day of Customer's March, 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

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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. Contract Data

A. POINTS OF RECEIPT INTO COBRA PIPELINE CO. LTD.

Meter Station No.	Township	County	Market Code
1)			
2)			
3)			

Market Code "A" means that the Point(s) of Receipt is serving the market area where Customer's end use facilities are located. Market Code "B" means that the Point(s) of Receipt is not serving the market area where Customer's end use facilities are located.

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B. DELIVERY POINTS FROM COBRA PIPELINE CO. LTD.

Meter Station No.	Township	County	Market Code
1)			
2)			
3)			

C. TRANSPORTATION SERVICE - VOLUME DETAIL

Quality of Service: FIRM ☐ INTERRUPTIBLE ☐

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.

Maximum Daily Quantity (MDQ): _____ Dth

Optional Electronic Measurement Service: (☐) yes (☐) no

D. NOTICES

To Cobra:

Cobra Pipeline Co. Ltd
8500 Station Street, Suite 100
Mentor, Ohio 44060
Attention: _____

To Customer:

Attention: _____

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

By: _____
Title: _____

COBRA PIPELINE COMPANY, LTD.
By: _____
Title: _____

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EXHIBIT B-1

Redline Version of Amended Tariff Sheets

RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF NATURAL GAS IN THE STATE OF OHIO

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. **Processing and Compression**

(paid on quantity received at
Receipt Point)

Charge \$0.25 per Dth

Processing and compression charge shall only apply when gas received by Company at the Receipt Point has a heat content in excess 1,130 Btu per cubic foot and is processed through a processing plant on Company's system.

The Company, at its sole discretion, may offer services at rates that are downwardly flexible from the maximum rates in Sections 7 and 8. The rate may be flexed between the upper bound of the basic rate and a lower bound that recovers all variable costs of service and provides a contribution to the Company's fixed costs of providing service. Such reduced rates may be determined based on competitive services available to the customer, the quality (firm or interruptible) of service and the Company's need to achieve load preservation or the economic recovery of costs of the Company.

9. **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

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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 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

10 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.

11. 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

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reasonably possible, and maintain the Operational Flow Order for as limited a period of time as is reasonably possible.

12. Measurement and Quality

Billings for all receipts and deliveries hereunder shall be made on a thermal basis in Dth. In converting thermal units to Mcf, Company shall have the right to rely upon the heat content calculation employed by the interstate pipeline, if any, tendering volumes on Customer's behalf at the Receipt Point(s), or in the event Customer is injecting natural gas directly into Company's system at a Receipt Point interconnecting with a local production well or a gathering system, then the heat content calculation shall be based on testing of samples of gas taken at the receipt point not less frequently than annually. Customer shall be responsible to pay the cost of such testing.

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:

- 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.

13. 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

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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 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

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COBRA PIPELINE CO., LTD
Stephen G. Rigo, Vice President

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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.

14. 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 Cobra 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.

15. 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.
- 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

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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 B 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 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.

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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.

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**RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF NATURAL GAS IN
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APPENDIX A

TRANSPORTATION SERVICE AGREEMENT No. _____

THIS AGREEMENT, made and entered into as of the ____ day of _____, 20____,
by and between COBRA PIPELINE CO., LTD. ("Company") and _____,
("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 first
day of Customer's next billing cycle following its execution and shall continue through the last day of
Customer's March, 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

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Stephen G. Rigo, Vice President**

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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. Contract Data

A. POINTS OF RECEIPT INTO COBRA PIPELINE CO. LTD.

Meter Station No.	Township	County	Market Code
1)			
2)			
3)			

Market Code "A" means that the Point(s) of Receipt is serving the market area where Customer's end use facilities are located. Market Code "B" means that the Point(s) of Receipt is not serving the market area where Customer's end use facilities are located.

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Stephen G. Rigo, Vice President

COBRA PIPELINE CO., LTD

Original First Revised Sheet No. 16

**RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF NATURAL GAS IN
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B. DELIVERY POINTS FROM COBRA PIPELINE CO. LTD.

Meter Station No.	Township	County	Market Code
1)			
2)			
3)			

C. TRANSPORTATION SERVICE - VOLUME DETAIL

Quality of Service: FIRM ☐ INTERRUPTIBLE ☐

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.

Maximum Daily Quantity (MDQ): _____ Dth

_____ Optional Electronic Measurement Service: (☐) yes (☐) no

D. NOTICESTo Cobra:

Cobra Pipeline Co. Ltd
8500 Station Street, Suite 100
Mentor, Ohio 44060
Attention: _____

To Customer:

Attention: _____

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Stephen G. Rigo, Vice President

COBRA PIPELINE CO., LTD

Original Sheet No. 17

**RULES AND REGULATIONS GOVERNING THE TRANSPORTATION OF NATURAL GAS IN
THE STATE OF OHIO**

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

By: _____

Title: _____

COBRA PIPELINE COMPANY, LTD.

By: _____

Title: _____

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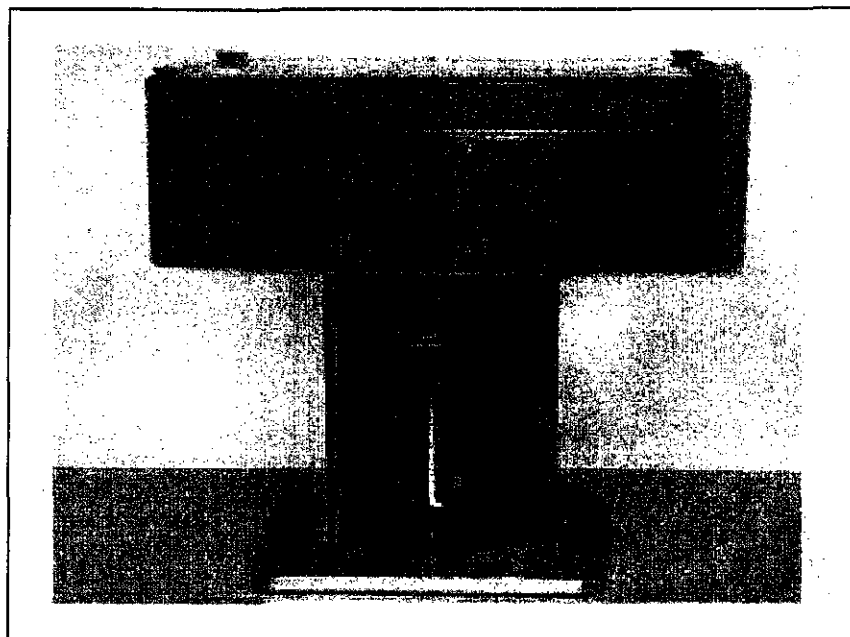
EXHIBIT C-1(b)
Descriptive Brochures



EAGLE RESEARCH CORPORATION
Product Information

PRODUCT DATA

XARTU—PAT1—LDVI™



Pulse Accumulator

Overview

The XA-Series Pulse Accumulator (PA) gives new advantages to monitoring of the LDC's Industrial, Commercial, and Residential customer's transportation volumes. Allowing Two-Way calling, the device can be connected to existing customer's telephone lines for the shared approach. Off Hook Detection ensures the device will not disable customer's telephone lines in times of business hour needs or emergencies. Fixed Factor entries of critical measurement parameters provides corrected and uncorrected volumetric readings.

4237 State Rt. 34, Hurricane, WV 25526 ~ P. O. Box 668, Scott Depot, WV 25560
Phone: (304) 757-6565 ~ Fax: (304) 757-3332 ~ Web: <http://www.eagleresearchcorp.com>

Basic Specifications

The XA-Series Pulse Accumulator (PA) gives new advantages to monitoring of the LDC's Industrial, Commercial, and Residential customer's transportation volumes. Allowing Two-Way calling, the device can be connected to existing customer's telephone lines for the shared approach. Off Hook Detection insures the device will not disable customer's telephone lines in times of business hour needs or emergencies. Fixed Factor entries of critical measurement parameters provides corrected and uncorrected volumetric readings.

- ♦ **Low Power CMOS Design**
- ♦ **5-Year Battery Life**
 - Field Replaceable 3.6VDC Lithium Battery
- ♦ **Compact, Rugged, Reliable**
 - NEMA 4X Enclosure
 - Screw Cover Poly Carbonate
- ♦ **Fixed Factor Volume Accumulation**
- ♦ **Optional Low Drag Vertical Index for Direct Meter Mount (Pictured)**
- ♦ **On-Board Modem**
 - 1200 bps Auto Dial - Auto Answer
 - Off-Hook Detection Allows Consumer Phone Line Sharing
- ♦ **One Form-C Set / Reset Pulse Input**
 - 40 ms minimum closure time
 - 40 ms minimum open time
 - 10 PPS maximum pulse rate
 - lead line supervision
- ♦ **One (1) Tamper Input: (N.C.)**
 - Tilt, Open Door, Magnetic
- ♦ **Two (2) Form A Pulse Outputs (Opto-Coupler)**
- ♦ **Eagle's I²C Expansion Port for Future Product Enhancements**
- ♦ **Historical Data Storage**
 - 40 days of hourly & daily consumption data
- ♦ **Real Time Clock**
- ♦ **One (1) RS232C Port for Field Configuration / Data Collection**
- ♦ **Eagle Process Concept Compatible**
- ♦ **Two-Way Calling**
 - Call in on Alarm and / or Call in on Periodic Intervals
 - User On-Demand Access
- ♦ **UL and ULC Approvals Pending**

For more information contact Eagle Research Corporation, your partner in measurement applications.

www.eagleresearchcorp.com

Phone: 304.757.6565

Fax: 304.757.3332



PRODUCT DATA

XA Series™ RTU Expansion Capability

The standard XA Series™ RTU configuration includes 2 serial ports, 8 analog inputs and 16 digital I/O's. It can be expanded to 6 serial ports, 8 analog outputs, and up to 136 analog inputs & 528 digital I/O's depending on the expansion chassis selected. The serial ports and analog outputs are independent of the expansion chassis used.

Independent Expansion Modules

The Table below lists the expansion modules that are independent of the expansion chassis selected.

Independent Modules	Max. No. of Cards	Description
Analog Output XA-AO	8	Single Channel optically isolated analog output Card (4-20 mA)
Serial Port XA-ESP	4	Single Channel Expansion Serial Port

Non-addressable Expansion Cards (80 Series)

The table below lists the XA Series™ RTU expansion capability using the non-addressable (limited) expansion chassis and cards. It supports a maximum of 16 analog inputs and 32 digital I/O's with this configuration. Any combination of 1 analog input card and a maximum of up to 3 digital I/O cards (3 slots total) can be selected without the expansion chassis. Any combination of 1 analog input and 4 digital I/O cards (5 slots total) can be selected when using the expansion chassis.

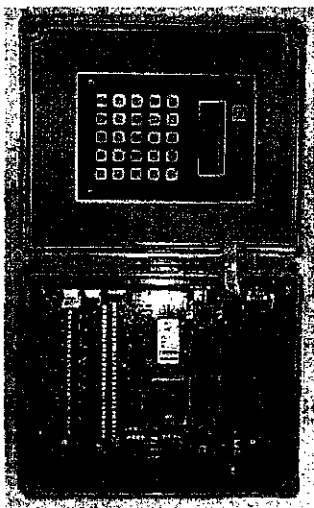
Non-addressable Cards	Max. No. of Cards	Description
Expansion Chassis EBM80/BP5	1	5-Slot expansion chassis
Analog Input EBM80/AI8	1	8-Channel analog input conditioning card (4-20 mA or 0-5 volts providing gas tube and transorb surge protection of all inputs)
Digital I/O EBM80/DI4	4	4-Channel digital input / output card
EBM80/RC4	4	4-Channel mechanical relay card
EBM80/RC4SS	4	4-Channel solid state relay card

Addressable Expansion Cards (800 Series)

The table below lists the XA Series™ RTU expansion capability using the addressable (expandable) expansion chassis and cards. It supports a maximum of 136 analog inputs and 528 digital I/O's with this configuration. The EBM800/ID card can be used with any combination of the Opto Mother Boards.

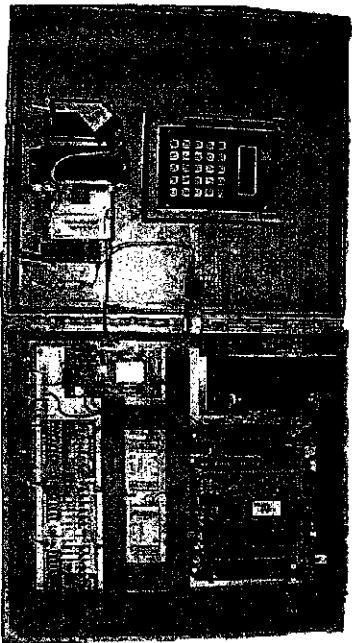
Addressable Cards	Max. No. of Cards	Description
Expansion Chassis EBM800/BP4	10	4-slot expansion chassis
EBM800/BP6	7	6-slot expansion chassis
Analog Input EBM800/AI	8	16-Channel analog input card (4-20 mA or 0-5 volts)
Digital I/O EBM800/ID	32	16-Channel digital input / output card
PB4-Opto Mother Board	128	4-slot board for AC/DC, Input / Output Opto Modules
PB8-Opto Mother Board	64	8-slot board for AC/DC, Input / Output Opto Modules
PB16-Opto Mother Board	32	16-slot board for AC/DC, Input / Output Opto Modules

XARTU/5 & Expansion Chassis



XARTU /10

Standard Internal Power Supply
Shown with Optional Cellular Communications and Surge Suppression Modules



EAGLE RESEARCH CORPORATION Product Information

PRODUCT DATA

XARTU/5 & XARTU/10—Remote Terminal Unit Major Features

- Low Power CMOS Design
- Compact, Rugged, Reliable
- Full AGA-3, AGA-5, AGA-7, AGA-8 (Detail/Gross I&L), NX-19 Calculations
- Flexible Communications Options
- Operating Temperatures from -40°C to 70°C (-40°F to 158°F)
- Uninterruptible Power Supply
- 24V Transmitter Power
- Diverse and Expandable I/O
- Multiple Run Capability
- Multitasking Operating System
- Full Remote Monitoring and Control
- Local and/or Remote Data Collection
- Two-way Calling - Call in on Alarm and/or Call in on Periodic Intervals

Product Description

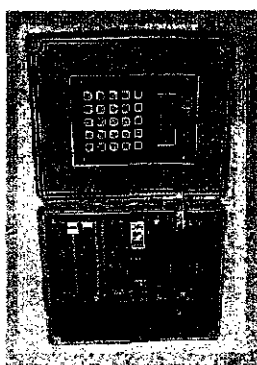
The XA Series™ Remote Terminal Unit (RTU) is an intelligent, compact, rugged, and reliable industrial computer designed for real-time remote data acquisition and control applications. It can execute multiple processes, including tasks such as complex math functions, control algorithms, etc., without host intervention.

Flexibility, expandability, and reliability were the major factors in the XA Series™ RTU design philosophy. It is a balanced system, featuring flexible and expandable memory, I/O, power, and communication schemes including support for HEXASCI, MOD-BUS, and various other custom protocols upon request. A harsh environment tolerance is also one of the XA Series™ RTU strengths. The operating temperature can range from -40°C to 70°C, and the XA Series RTU comes in a fiberglass NEMA 4X enclosure. This allows the RTU to exist where the work must be done, eliminating costly signal conditioning or expensive long sensor runs.

The XARTU/5, normally fed with a 5-30 VDC supply, employs a low-power CMOS design. The optional XAU/PS 120/240 VAC power supply unit includes an uninterruptible power supply. Should it lose power, the RTU will sense the failure, automatically switch to battery power, and continue to operate at full capacity. Other power options include thermoelectric generators for sites without conventional power.

The optional operator interface is a two-line, 32-character liquid crystal display, and 25-key keypad with 10 user-definable keys. This allows users to remotely examine and/or change process data and diagnose problems without a local host or terminal.

The XARTU/5 can calculate corrected volume using AGA-3, AGA-5, AGA-7, AGA-8 and NX-19 Reports and is fully compatible with Eagle Research's entire family of products. Eagle Research is committed to providing a complete solution for all gas flow and control applications.



XARTU/5
w/ Internal Keypad/Display

XARTU/5 - Technical Specifications

Reliability

XA Series™ RTU's are ruggedly built to perform in a variety of industrial environments. Care is taken to maximize reliability by using a urethane conformal coating on all circuit boards, utilizing a hermetically-sealed keypad and display, and providing NEMA 4X packaging.

Memory

The XARTU/5 has a minimum of 512K X 16 RAM for data and 512K X 16 Flash memory allowing easy upgrade of runtime code. With the large memory capacity, a minimum of 66,000 historical inputs with time and date stamp can be stored. You can define data type and collection period with Eagle Research's software.

Communications

Two RS-232C serial ports for hand held data collector/PC are standard. Available XARTU communications options are:

- ♦ Internal 2400 bps Hayes compatible modem, Bell 212A (1200bps), and 103 (300bps);CITT V.22 bis (2400 bps), V.22 (1200 bps), V.34 (33,600 bps), V.34 (28,800 bps)
- ♦ Cellular telephone
- ♦ RS-422 and RS-485 multi-drop
- ♦ Bell 202 lease line 1200 baud modem
- ♦ Packet radio
- ♦ Point-to-point radio
- ♦ Ethernet Card available for LAN/WAN connectivity

User-Definable Alarms

The user can configure the XARTU/5 to activate an alarm when user-defined limits are exceeded, including low battery power. Using Eagle Research's Host software, a user can program the XARTU/5 to alarm on almost any condition, such as box intrusion, liquid levels, etc.

Audit Trail and Alarm Log

An audit trail file maintains a record of all parameter changes. A complete history of alarms is also stored in a separate file. Each entry includes the item value as well as the time and date the item alarmed and exited alarm status. These non-editable files may be retrieved using Eagle Research's software.

Pulse Inputs

Eight programmable Form A or C pulse inputs for low or high speed applications are standard. These inputs can be used for simple pulse counters, or in more demanding applications such as card readers.

Digital Inputs / Outputs

Thirty-two (32) programmable digital inputs/outputs are standard, programmable in groups of eight. Outputs can be configured as simple discrete as well as pulse forms.

Environmental Tolerance

Operating temperature can range from -40°F to +158°F (-40°C to +70°C) with non-condensing humidity of 0 to 95%. The NEMA-4X compression-formed, fiberglass-reinforced nylon enclosure makes the unit ideal for demanding outside installations.

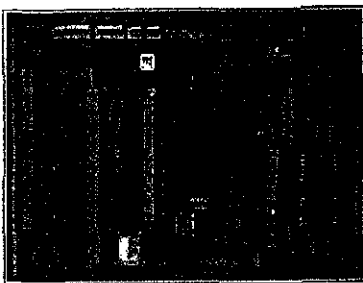
Hazardous Location

The Standard XA Series™ RTU is designed for NEPA Class 1, Division 2 installations. It can also be designed for Class 1, Division 1 locations when mounted in the "safe area" and intrinsically-Safe (IS) barriers are used for field signals.

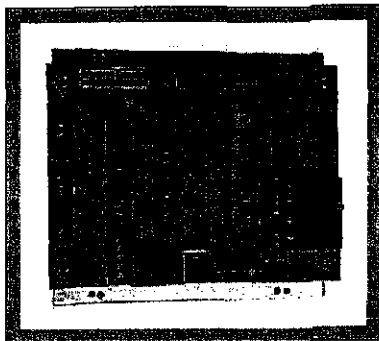
Custom XA Series Products

The heart of the XA Series™ is an intelligent, rugged, industrial computer programmable via modular processes to perform custom tasks. Eagle Research can cost-effectively supply a product tailored to your specific application. Talk to

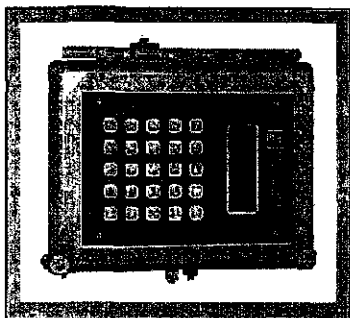
Feature	Description
Input Power	8-30 VDC
5 (VCC) Volt Supply	5V @ 500mA max. high efficiency switching supply
Analog Supplies	Optional 24 VDC isolated transmitter loop power, 400 mA output
Power Monitoring	Supply voltage monitoring through adc with low supply voltage interrupt
Backup Battery	3.6V lithium backup battery; 10 year typical backup of database and immediate during normal use; low backup battery voltage detection
Processor	Philips P51XAS3 high performance 16-bit microcontroller running at 24.576 Mhz
Memory	512K x 16 remotely-programmable FLASH program memory; 512 x 16 battery-backed RAM data memory;
Real Time Clock	Battery-backed, quartz crystal controlled; +/- 1 second/typical accuracy; Programmable time scheduled interrupt capability
Pulse Inputs	Eight (8) pulse inputs; software programmable for Form A or C; high or low speed. Each counter is a six-digit (0-999999) hardware counter with programmable interrupt support. Precision pulse width measurement is supported using the programmable counter array module in the P51XAS3 microcontroller. Can be used for simple pulse accumulation, and for more complex applications such as card readers
Digital I/O's	Thirty-two (32) memory-mapped digital I/O lines programmable in groups of eight as input or output. Digital outputs can be configured as simple discrete outputs, or as precisely-timed pulse outputs.
Analog Inputs	16-bit resolution, max +/-3 LSB integral linearity error, software calibrated; 16-channel, single ended with floating common. Nominal input range 0-5 V with +/- 4% over-range measurable. Optional 8-channel differential configuration possible. Input impedance greater than 100M
Communications	Two RS-232 ports with Rx, Tx, RTS, CTS, and GMSW signals. Max speed 38,400 bps. Directly interfaces to modems, radios, etc. Communication protocols selectable on a per port basis: Eagle HEXASCII, Modbus, TeledyneGeotech, Valmet - others on request.
Status LED	Two LEDs: one red and one green for visual status information. Software controllable for various function indications
Expansion Capability	Two 50-position connectors provide access to all I/O lines. This allows the SBC20 processor board to be plugged directly into compatible family termination boards. Additional connectors provide redundant termination points to allow for configuration flexibility. Two 10-position connectors allow for expansion over the Fc communication bus: two 6-position connectors for RS-232; and a 3-position connector for input power.
Accuracy Specifications	
Analog to Digital (A/D)	16 Bit
IEEE	754 Single Precision Floating Point Format



XARTU/1—9010080 RTU Board



XARTU/1—9010080 Panel Mounted



XARTU/1—w/External Keypad & Display

- ♦ 6 - Analog Inputs (1-5 vdc or 4-20 ma)
- ♦ On-Board Solar Regulator
- ♦ 2 - RTD Temperature Inputs
- ♦ 4 - Pulse Inputs
 - ♦ Event or Timed
- ♦ 05 - Digital I/O ports
- ♦ Discrete Points
- ♦ (3) Form C Relay Sockets
- ♦ (2) OPTO 22 Sockets
- ♦ 2 - RS232 Communications ports
- ♦ On-Board 2400 Baud Modem
 - ♦ Supports Line Sharing
- ♦ Approx. 32,000 User configurable History Record locations

XARTU/1—9010080 I/O Configuration



EAGLE RESEARCH CORPORATION

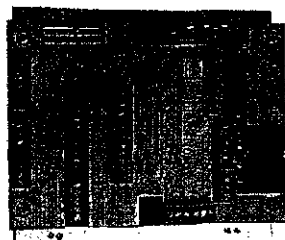
Product Information

PRODUCT DATA

XARTU/1—Panel Mounted

Product Features

- Panel Mounted Low-Power CMOS Design
- Compact, Rugged, and Reliable:
 - Operating Temperatures from -40°C to +70°C (+40°F to +158°F)
- Flexible Communications Options
- Uninterruptible Power Supply
- Diverse I/O
- Multitasking Operating System
- Full Remote Monitoring and Control Capability
- Local and/or Remote Data Collection
- Two-Way Calling - Call in on Alarm and/or Call in on Periodic Intervals
- 32,000 Record History Capability
- Approximately 45 Days of Hourly Data



Product Description

The XARTU/1 Remote terminal unit (RTU) is a low-cost version of the XA Series™ Flow Computer products. It is an intelligent, compact, rugged, and reliable industrial computer designed for real-time remote data acquisition and control applications. It can execute multiple processes, including tasks such as complex math functions, control algorithms, etc., without host intervention.

Flexibility and reliability were the major factors in the XARTU/1 design philosophy. It is a balanced system featuring flexible memory, I/O, power, and communication schemes including support for HEXASCII, MODBUS, and various other custom protocols upon request. A harsh environment tolerance is another of the XARTU/1 strengths. The operating temperature can range from -40°C to 70°C, and the XARTU/1 comes in a fiberglass NEMA 4X enclosure. This allows the RTU to exist where the work must be done, eliminating costly signal conditioning or expensive long sensor runs.

The XARTU/1, normally fed with a 7-30 VDC supply, employs a low-power CMOS design. An optional 120/240VAC unit includes an uninterruptible power supply. Should it lose power, the RTU will sense the failure, automatically switch to battery power, and continue to operate at full capacity. Other power options include solar power and thermoelectric generators for sites without conventional power.

The optional operator interface is a two-line, 32-character liquid crystal display, and 25-key keypad with 10 user-definable function keys. This allows users to examine and/or change process data and diagnose problems at the remote site without a local host or terminal.

The XARTU/1 can calculate corrected volume using AGA-3, AGA-5, AGA-7, AGA-8, and NX-19 reports and is fully compatible with Eagle Research's entire family of products. Eagle Research is committed to providing a complete solution for all gas flow and control applications.

Reliability
The XARTU/1 is ruggedly built to perform in a variety of industrial environments. Care is taken to maximize reliability by using a urethane conformal coating on all circuit boards, utilizing a hermetically-sealed optional keypad and display, and providing NEMA 4X packaging.

Memory
The XARTU/1 has a minimum of 512K X 8 RAM for data and 512K X 8 Flash memory allowing easy upgrade of run-time code. With the large memory capacity, a minimum of 32,000 historical inputs with time and date stamp can be stored. You can define data type and collection period with Eagle Research's software.

Communications
One modem port and one RS-232C serial port for hand held data collector/PC are standard. Available XARTU/1 communications options are:

- Internal 2400 baud modem, supports standard CCITT V.22bis (2400 bps), Bell 212A (1200 bps), and Bell 103 (300 bps). Extension off-hook detection.
- Cellular telephone
- RS-422 and RS-485 multi-drop
- Bell 202 lease line 1200 baud modem
- CDPD (cellular digital packet data)
- Packet radio
- Point-to-point radio

User-Definable Alarms
The user can configure the XARTU/1 to activate an alarm when user-defined limits are exceeded, including low battery power. Using Eagle Research's Host software, a user can program the XARTU/1 to alarm on almost any condition, such as box intrusion, liquid levels, etc.

Audit Trail and Alarm Log
An audit trail file maintains a record of all parameter changes. A complete history of alarms is also stored in a separate file. Each entry includes the item value as well as the time and date the item entered and exited alarm status. These unreadable files may be retrieved using Eagle Research's software.

Pulse Inputs
Four programmable Form A or C pulse inputs for low or high speed applications are standard. These inputs can be used for simple pulse counters, or in more demanding applications such as card readers.

Digital Inputs / Outputs
Five multi-purpose digital I/O lines are present. High-level functionality includes pulse inputs, PWM (pulse width modulation) outputs, and complex custom inputs/outputs. Two I/O lines are connected to field terminals through standard OPTO-22 modules. The other 3 I/O lines can be used as either Form C or A relay outputs or status inputs.

Environmental Tolerance
Operating temperature can range from -40°F to +158°F (-40°C to +70°C) with non-condensing humidity of 0 to 95%. The NEMA-4X compression-formed, fiberglass-reinforced nylon enclosure makes the unit ideal for demanding outside installations.

Hazardous Location
The XARTU/1 is approved for use in Class I, Division 2 hazardous locations. Class I, Division I approval is pending. The XARTU/1-PM (Panel Mounted) is designed for General Purpose locations only.

Custom XARTU/1 Products
The heart of the XARTU/1 is an intelligent, rugged, industrial computer programmable via modular processes to perform custom tasks. Eagle Research can cost-effectively supply a product tailored to your specific application. Talk to your sales representative for details.

Technical Specifications—XARTU/1

Input Power	7-30 VDC. Two battery inputs with MTA connections. One power supply/rechargeable battery input with screw terminals. One solar power input with screw terminals.
Consumption	5 AH battery, 2-hr charging per day @ 50 mA charge rate 1 mA average current. Less than 100 uA sleep current.
Power Monitoring	Supply voltage monitoring through and with low supply voltage interrupt
Backup Battery	3.6 VDC lithium backup battery. 10 years typical backup of database and time/date during normal use.
Processor	Philips PS1XAS3 high performance 16-bit microcontroller running at 22.1184 MHz
Memory	512K x 8 remotely-programmable FLASH program memory 512K x 8 battery-backed RAM data memory
Real-time Clock	Battery-backed, quartz crystal controlled; +/- 1 sec/day typical accuracy. Programmable time scheduled interrupt capability
Internal Inputs	One ambient temperature input; one supply voltage input
Pulse Inputs	Four pulse inputs, software programmable for Form A or C; high or low speed. Each counter is a six-digit (0-999999) hardware counter with programmable interrupt support. Can be used for simple pulse accumulation, and for more complex applications such as card readers
Digital I/O's	Five multi-purpose, memory-mapped digital I/O lines. High-level functionality including pulse inputs, PWM (pulse width modulation) outputs, and complex custom inputs/outputs. Two I/O lines are connected to field terminals through standard OPTO-22 modules. The other 3 I/O lines can be used as either Form C or A relay outputs (sourcing 100 mA max ac/dc) or status inputs (60 V max DC only).
Analog Inputs	Six general-purpose analog inputs, 12-bit resolution, analog sampling, software calibration. Nominal input ranges 0-5, 12 VDC. A 250 ohm resistor in socket allows 4-20 mA or 0-5 VDC input for each channel. Each input has 3 screw terminals (Supply, Signal, and Ground). Supply voltage jumper selectable to connect the switched input voltage or allow connection of an external source or 5 VDC buffered reference.
RTD Inputs	Two 12-bit resolution RTD inputs; 3-wire lead compensated with ground shield connection; four screw terminals per input
Communications	One modem port with extension off-hook detection. Speed up to 2400 baud. One RS-232 ports with RX, TX, RTS, CTS, and communication switch signals. Configurable speed up to 115,200 baud. Directly interfaces to modems, CDPD (cellular digital packet data), radios, etc. via 8-position MTA or screw terminals. Communication protocols selectable on a per port basis. Eagle HexASCII, Modbus, TeledyneGeotech, Valmet, BSAF
Status LED	One software-controllable LED for various function indications
Expansion Capability	Additional connectors provide redundant termination points to allow for configuration flexibility. Two 10-position connectors allow for expansion over the I ² C communication bus. Optional isolated analog output modules and optional serial ports

Low-Cost, Reliable Remote Monitoring & Interruption

The Bullhorn Wireless Remote Monitoring System includes a number of different devices capable of remote monitoring for scheduled and by exception inbound reporting, as well as two-way communication for scheduled reads and activating/deactivating equipment. 100% coverage is provided via cellular and satellite communication systems. Bullhorn devices can collect scheduled reads and/or provide instant notification of alarm events via email, fax, pager and/or voice notification for a low monthly fee. Set up your personalized notification scheme and/or access data from the Bullhorn website via your Internet browser. Bullhorn can also be upgraded to include an interrupter for in-free cathodic protection reads. Please see the Product Specifications Sheet or talk to your Bullhorn representative to determine which model, enclosure and communication system is right for your needs.

Product Families Include:

Automated Meter Reading - Unit reports utility meter readings daily with up to 6 digits of meter resolution. During installation, unit is set to match the meter's reading to allow for occasional verification of accuracy. Unit can be configured to store the reading at a particular time that may be different from the reporting time to ensure that meter readings from multiple meters are comparable. Model types include:

- AMR6-GSM: Functionality as described with GSM digital cellular communications.
- AMR6-ORR: Functionality as described with Orbcomm satellite communications.
- AMR6-SAT: Functionality as described with Inmarsat D+ satellite communications.

Alarm Monitoring - Unit suitable for general monitoring of cathodic protection monitoring freezers, test points, and critical bonds. Unit accepts analog (5V, 250mV or 4 to 20 mA with external resistor) and/or digital signals.

- APMAAMC-ORR: Channels 1-4 are selectable as analog and/or active digital. Channel 5 & 6 accept dry contact digital signals. Alternatively, Channel 5 can be an accumulator and Channel 6 can be setup as an accumulator reset. Uses Orbcomm satellite communications.
- APMAAMC-SAT: Same functionality as APMAAMC-ORR with Inmarsat D+ satellite communications capability.

- APMAAM-GSM: Channels 1-4 are selectable as analog and/or active digital. Ch. 5 and 6 accept digital signals and can be accumulators with a max rate of 2.5 pulses/second. A turbine meter interface board for higher pulse rates is available. Uses GSM digital cellular communications.
- APMAAM-ORR: Same functionality as APMAAM-GSM with Orbcomm satellite communications capability.
- APMAAM-SAT: Same functionality as APMAAM-GSM with Inmarsat D+ satellite communications capability.

Serial Data Terminal - Unit interrogates modbus-compatible instruments via an RS232 connection and reports register readings based on a configurable transmission interval. Unit is compatible with ASCII, RTU Modbus, and several flow corrector protocols. Model types include:

- SDT16-GSM: Unit reports up to sixteen 6-digit register readings, eight 12-digit register readings, or a combination of both from ASCII or RTU Modbus equipment. Uses GSM digital cellular communications.

Remote Interruption, Control and On-Demand - Bullhorn I-series K* provides scheduled and by exception inbound reporting as well as two-way communication via satellite for on-demand reads and activating/deactivating equipment. Unit can be field upgraded to include a MicroMax® GPS50 current interrupter for IR Free CP reads and even lets you know if the interrupter has stopped working. Instant On/Off readings are available as scheduled or on-demand reads, 2 to 4 analog channels available.

The Company

Based in Austin, Texas, American Innovations is a fast growing provider of products and services for the oil & gas and water pipeline industries, including web-based remote monitoring & equipment control, total survey solutions for corrosion monitoring, automatic meter reading, alarm point monitoring and integrity management. All product lines include Bullhorn® Remote Monitoring, MicroMax® Interrupters, CP Loggers, Allegrow Field Computers, Pipeline Compliance System (PCS) and Integrity Management Program (IMP). All also offers international cathodic protection services via Bass Engineering. All product lines help pipeline companies comply with current regulations and improve the maintenance and reliability of their assets.

AMERICAN INNOVATIONS
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tddsales@amerinnovations.com

BULLHORN
WIRELESS REMOTE MONITORING

Wireless Remote Monitoring & Interruption Solutions For Industry

American Innovations' Bullhorn Wireless Remote Monitoring System is the low-cost, reliable choice.

- **Monitoring your equipment 24/7**
- **Instant notification of alarm events**
- **100% coverage worldwide**
- **Communicates on a scheduled or by exception basis**
- **Two-way communication for remote interruption, control & on-demand reads**
- **Easy to install - Just hook it up and log on**
- **Highly scalable**
- **Secure data via Web browser interface**
- **Reduces operating expenses**
- **Use your resources for value-added activities**

Low-Cost, Reliable Remote Monitoring & Interruption



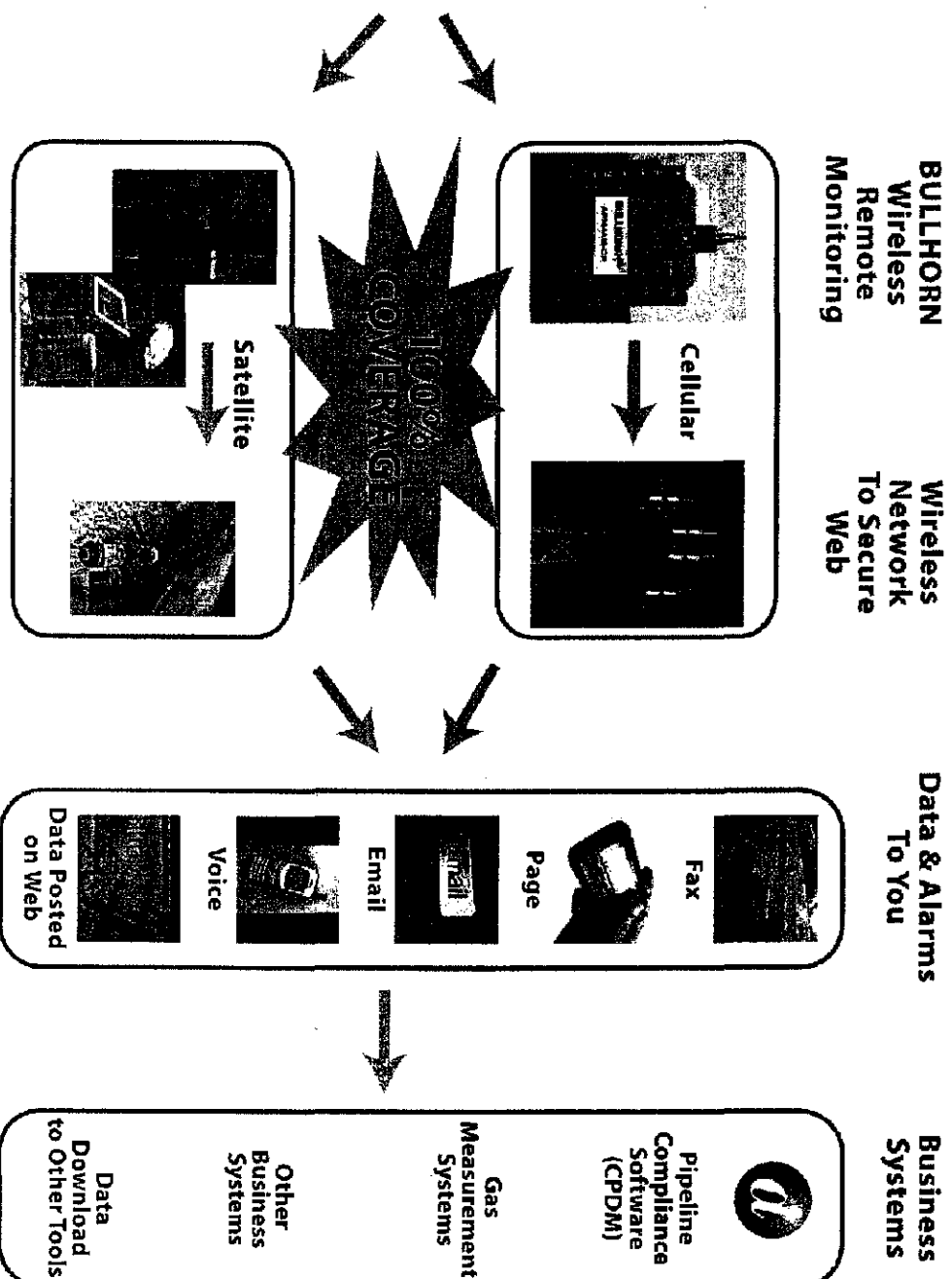
Monitors Your Equipment - Sending Information To You

OIL & GAS		
Cathodic Protection	Rectifiers	Critical Bonds
Gas Metering	Flow Correctors	Test Points
Transmission & Distribution	City Gates	Odorizers
Production & Gathering	Compressors	Storage Tanks
& MORE		

WATER & WASTEWATER		
Lift Stations	Cathodic Protection	Security
& MORE		

AGRICULTURE	
Irrigation / Chemigation	Water Well Pumps
Animal Feeders	Back Up Generators
Temperature	

OTHER MKT'S	
Vendor Managed Inventory	Electric Utilities
Railroads	& MORE



Low-Cost, Reliable Remote Monitoring & Interruption

EXHIBIT D

Dear Customer:

By its Order issued on _____, 2009, the Public Utilities Commission of Ohio has authorized Cobra Pipeline Company, LTD to commence offering an optional Daily Electronic Measurement Service to its transportation customers served pursuant to service agreements entered under its approved tariff.

For a monthly Electronic Measurement Service Charge of \$125.00, for transportation customers who elect to participate in this program and who provide a dedicated telephone line and sufficient electric power to accommodate electronic measurement and telemetering equipment, Cobra will install and maintain such electronic measurement and telemetering equipment.

Participating transportation customers will also have password-protected access to Cobra's gas control website where they will be able to monitor and download daily measurement information.

If you are interested in participating in this Daily Electronic Measurement Service, please contact _____ at [telephone number] for additional information.

Very truly yours,

Martin Whelan, Chief Operating Officer