

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

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

- - - - -

DEPOSITION OF JESSICA CAROTHERS

- - - - -

Taken at Kravitz, Brown & Dortch, LLC
 65 East State Street, Ste. 200
 Columbus, OH 43215
 September 28, 2015, 1:13 p.m.

- - - - -

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A P P E A R A N C E S

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A P P E A R A N C E S

ON BEHALF OF INTERVENOR:

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By Ajay Kumar, Esq. and
Joseph P. Serio, Esq.

ALSO PRESENT:

Gregory Sloan, Office of the Ohio Consumers'
Counsel
Bruce M. Hayes, Office of the Ohio Consumers'
Counsel

Monday Afternoon Session

September 28, 2015, 1:13 p.m.

- - - - -

S T I P U L A T I O N S

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It is stipulated by counsel in attendance that the deposition of Jessica Carothers, a witness herein, called by the Complainant for cross-examination, may be taken at this time by the notary pursuant to notice; that said deposition may be reduced to writing in stenotypy by the notary, whose notes may thereafter be transcribed out of the presence of the witness; that proof of the official character and qualification of the notary is waived.

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(Original exhibits returned to Mark Yurick, Esq.)

1 JESSICA CAROTHERS

2 being first duly sworn, testifies and says as
3 follows:

4 CROSS-EXAMINATION

5 BY MR. YURICK:

6 Q. Good afternoon, ma'am. My name is Mark
7 Yurick. It's Y-u-r-i-c-k. And I'm acting on
8 behalf of the Orwell Natural Gas Company in Case
9 No. 14-654 GA-CSS. I'll be taking your deposition
10 this afternoon.

11 Do you understand that?

12 A. Yes.

13 Q. Okay. I'm going to attempt, during
14 your deposition, to ask you clear questions.
15 Sometimes I will and sometimes I won't. If you
16 need a question clarified, please don't be afraid
17 to ask me to either restate the question, I can
18 have the court reporter read the question, or I
19 can try to restate it.

20 Do you understand?

21 A. Yes.

22 Q. I might ask you, do you understand, or
23 something similar. That is to underscore the fact
24 that in a deposition, you need to give verbal

1 answers so that the court reporter can take your
2 responses down.

3 Do you understand?

4 A. Yes.

5 Q. Uh-huh or huh-uh sort of tend to look
6 the same in print, so that's -- yes or no would be
7 preferred. Okay?

8 And to the extent that you can give
9 verbal answers rather than shakes or nods of the
10 head, that would be good also. Okay?

11 A. Okay.

12 Q. Have you had your deposition taken
13 before, ma'am?

14 A. Yes.

15 Q. And how many times would you say you've
16 had your deposition taken?

17 A. This is my fourth.

18 Q. Fourth time. Was that in connection
19 with one case or was it numerous cases?

20 A. Numerous.

21 Q. Okay. Could you identify the three
22 other cases that you've had your deposition taken
23 in, if you know?

24 A. The first is the Gas Natural lawsuit

1 with Rick Osborne. The second was an Ohio EPA
2 lawsuit with Cobra Pipeline. And the third was a
3 lawsuit between Cobra Pipeline and Gas Natural.

4 Q. So for the Gas Natural case against
5 Richard Osborne, can you tell me what court that
6 was filed in, do you know?

7 A. I believe it's Lake County Court.

8 Q. So to the best of your knowledge at
9 this point, that was Lake County Court of Common
10 Pleas?

11 A. Yes.

12 Q. What about the Ohio EPA case with Cobra
13 Pipeline?

14 A. I'm not sure.

15 Q. Okay.

16 A. It's -- I'm not sure.

17 Q. Okay. And I should have said this
18 earlier. If you're not sure for the answer -- of
19 the answer to a question, please, I don't know or
20 I can't remember or I'm not sure, those are
21 perfectly valid answers. So there's -- I don't
22 want you to guess. I'm sure your lawyer,
23 Mr. Dortch, doesn't want you to do that either.
24 So that's fine.

1 A. Okay. I know it's being -- there's a
2 judge in Washington County, so I might assume that
3 it's in the county court, but I'm not sure 100
4 percent.

5 Q. Okay. Well, I appreciate that. And
6 again, if you're not sure, but you think you might
7 know, that's fine. The court reporter is taking
8 down all your answers, so that's perfectly
9 acceptable.

10 A. Okay.

11 Q. And I should have said earlier, also,
12 if you need to take a break, if you need a glass
13 of water or if you need some chocolate or if you
14 need, you know, anything for your comfort, or you
15 need to speak to your attorney, just let me know
16 and we'll accommodate you on that.

17 A. Thank you.

18 Q. I hope not to keep you too, too long.
19 But if you need a break, let me know and we'll do
20 that.

21 Ma'am, in terms of the Cobra Pipeline
22 lawsuit, do you know what court that's pending in?

23 A. That was in federal court.

24 Q. Is that federal court in Cleveland?

1 A. Correct.

2 Q. Very good. And are you -- are you a
3 party in any of those cases or are you -- would
4 you just be testifying for Cobra Pipeline on their
5 behalf?

6 A. On their behalf. I was a
7 representative of the company.

8 Q. Okay. So you're not personally --
9 you've not been personally sued in any of these
10 cases, correct?

11 A. That's correct.

12 Q. Have you ever had a lawsuit brought
13 against you personally?

14 A. No.

15 Q. Other than these other three
16 depositions where you testified as a
17 representative of Cobra Pipeline, have you been
18 deposed before?

19 A. No.

20 Q. Have you ever testified in court?

21 A. No.

22 Q. You are currently employed by Cobra
23 Pipeline, correct?

24 A. My payroll is through Orwell-Trumbull

1 Pipeline. But I also represent Cobra.

2 Q. Do you also work or perform job duties
3 for Orwell-Trumbull Pipeline?

4 A. Correct. Yes.

5 Q. Other than Orwell-Trumbull Pipeline and
6 Cobra Pipeline, do you perform additional duties
7 for any other company that you're aware of?

8 A. I do. I work for Lakeshore Gas Storage
9 and Chowder Gas Storage. And I also -- the common
10 owner in all of those companies is Richard
11 Osborne, and I help him with some of his other
12 companies on a small level.

13 Q. And I want to go through -- and we'll
14 go through what you do for each of the four
15 companies that you named, but for the smaller
16 miscellaneous companies, what's the general nature
17 of your duties?

18 A. More secretarial work for the others.
19 If Mr. Osborne needs a letter written or something
20 like that. Nothing beyond clerical, I would say.

21 Q. Okay. For Orwell-Trumbull Pipeline,
22 how would you describe your job duties?

23 A. I am in charge of accounts receivables.
24 I do bookkeeping. I've been in charge of the

1 legal issues, responses, and overseeing the
2 day-to-day workings of the company.

3 Q. Okay. What is your job title with
4 Orwell-Trumbull Pipeline, if you know?

5 A. My general job title across the board
6 is accounting manager.

7 Q. Okay. So that would hold true for
8 Orwell-Trumbull Pipeline, Cobra, Lakeshore Gas
9 Storage, Chowder Gas Storage, correct?

10 A. Correct.

11 Q. You're an accounting manager?

12 A. Correct.

13 Q. And in terms of your clerical duties,
14 those are both accounting oriented and otherwise,
15 or are they just clerical?

16 A. Just clerical.

17 Q. Do you have an official job title with
18 these other sort of miscellaneous companies?

19 A. No, I do not.

20 Q. Okay. How would you describe the
21 duties other than the way you've described them in
22 terms of being in charge of accounts receivable,
23 bookkeeping and responding to legal requests?

24 How would you describe your duties as

1 an accounting manager?

2 A. For Orwell-Trumbull?

3 Q. Okay. We'll start with Orwell-
4 Trumbull, yes.

5 A. For Orwell-Trumbull, that's the extent
6 of what I do. Cobra Pipeline, that's the job that
7 I was initially hired for, and that was the title
8 that I was given when I was hired, and I've never
9 asked for a new title.

10 Q. Okay. Lakeshore Gas Storage?

11 A. Lakeshore Gas Storage, I handle all of
12 the rentals and leases and any kind of issues that
13 come up between landowners or people that we've
14 sold rights to or anything like that.

15 Q. Okay. Is that the same with Lakeshore
16 and Chowder?

17 A. Chowder is the parent company to
18 Lakeshore, so they're really one in the same.

19 Q. Okay.

20 A. But they have separate operator ID
21 numbers and all that.

22 Q. Now, I think you said earlier that your
23 payroll check gets issued through Orwell-Trumbull
24 Pipeline?

1 A. That's correct.

2 Q. And are you aware, as an accounting
3 manager, whether there are any chargebacks or any
4 sort of administrative procedures for allocating
5 your -- the amount that you're paid against the
6 entity that you're working for?

7 A. Yes.

8 Q. Okay.

9 A. It's done on a percentage basis across
10 the year. I believe the split is 40 percent
11 Orwell-Trumbull, 40 percent Cobra, and then 20 to
12 Lakeshore.

13 Q. Okay. And is that a set formula per
14 year?

15 A. Yes.

16 Q. And would you say that that is a good
17 representation of the amount of time that you
18 spend on those various tasks?

19 A. Yes.

20 Q. Who do you report to in your job as an
21 accountings manager? Who is your supervisor?

22 A. Richard Osborne.

23 Q. And do you know what Richard Osborne's
24 title is in connection with Orwell-Trumbull

1 Pipeline?

2 A. He's the owner and CEO.

3 Q. What about for Cobra Pipeline, is it
4 the same for Cobra Pipeline?

5 A. Yes, it's the same.

6 Q. And is he -- when we say Mr. Osborne,
7 we're talking about Richard M. Osborne. Is that
8 correct?

9 A. That's correct.

10 Q. Is Richard M. Osborne also, to the best
11 of your knowledge, CEO and owner of Cobra
12 Pipeline?

13 A. Yes.

14 Q. And is Mr. Osborne the owner and CEO of
15 Chowder Gas Storage?

16 A. Yes.

17 Q. And I guess since you said earlier
18 Lakeshore was owned by Chowder, Mr. Osborne also
19 has an ownership and he's the chief managerial
20 officer of Lakeshore Gas Storage, correct?

21 A. That's correct.

22 Q. How often does -- do you report to
23 Mr. Osborne? Is there a -- is it weekly?
24 Monthly? Daily? How is your interaction?

1 A. Multiple times a day.

2 Q. Okay. Do you receive job reviews as a
3 -- in connection with your employment?

4 A. Not in a formal manner.

5 Q. Generally, would you say you receive --
6 I don't mean to make your child kick --

7 A. He does it on his own. I don't mean to
8 make you uncomfortable. It just happens.

9 Q. No, I don't mean to make you
10 uncomfortable.

11 A. No, I'm fine. I'm fine.

12 Q. Generally, you would say that
13 Mr. Osborne gives you informal feedback on a
14 fairly continuous basis in reference to your job
15 performance?

16 A. Yes.

17 Q. And do you receive salary reviews that
18 you know of?

19 A. No.

20 Q. If you receive, which I hope you do,
21 raises, are those -- how are you informed of that?

22 A. Mr. Osborne tells me.

23 Q. Is there like a specific time or --

24 A. No.

1 Q. Okay. So just depending on various
2 factors that you're not specifically privy to,
3 your performance is sort of evaluated and your
4 salary adjusted depending on how you're doing. Is
5 that --

6 A. Yes.

7 Q. Okay. I'm going to ask you a series of
8 backup -- background questions. I'm going to try
9 to go through these relatively quickly. Just for
10 the sake of completeness, they -- hopefully they
11 are somewhat relevant, but they are calculated to
12 lead maybe to the discovery of relevant evidence.
13 At least I think so.

14 A. Okay.

15 Q. When did you start as an accounting
16 manager with Orwell-Trumbull?

17 A. January 20th of 2008.

18 Q. And what did you do prior to January
19 20th, 2008?

20 A. I worked for Lake National Bank.

21 Q. What did you do for Lake National Bank?

22 A. I was a teller.

23 Q. And how long were you at Lake National
24 Bank?

1 A. Five years.

2 Q. Were you at a particular branch?

3 A. At that time, there was only one
4 branch.

5 Q. Where was that located?

6 A. In Mentor, Ohio.

7 Q. Who was your direct supervisor in
8 Mentor?

9 A. My manager was Patricia Delaney.

10 Q. And were you full time?

11 A. Yes.

12 Q. Did you have formal job reviews as part
13 of that job?

14 A. Yes.

15 Q. Were you ever disciplined for any
16 reason as a bank teller for your job performance
17 or relationships in the bank?

18 MR. DORTCH: Objection.

19 Go ahead and answer.

20 A. The only thing I ever had in my file
21 was there was a -- there was an offset that we had
22 to -- that you formally have to write up where one
23 of the checks didn't clear properly. So...

24 Q. Okay. So one of the checks that you

1 processed didn't clear correctly, so they offset
2 sort of what they paid you against --

3 A. It wasn't against -- I'm sorry.

4 Q. No, no. Please.

5 A. It's just -- if there's a mistake
6 that's made, that formally has to be written up.
7 That's the only write-up that I've ever had.

8 Q. There was a check that didn't clear
9 correctly --

10 A. That I -- yes.

11 Q. -- that you processed?

12 A. Yes.

13 Q. And they just noted that in your --

14 A. That's correct. That's the only
15 personal -- in my personal file, that's the only
16 time I've ever had anything.

17 Q. What's the highest level of school that
18 you attended?

19 A. I'm currently enrolled in Lakeland
20 Community College. I have some college courses
21 through Ohio State and Columbus State.

22 Q. Okay. And when did you do that?

23 A. The Columbus State and Ohio State were
24 in the early 2000s.

1 Q. And did you receive like a degree or
2 was it just courses towards a degree?

3 A. Those were just courses towards a
4 degree.

5 Q. Do you have a degree in -- at this
6 point?

7 A. No.

8 Q. Okay. So are you working toward a
9 degree at Lakeland College?

10 A. Yes.

11 Q. Okay. And what degree are you working
12 toward?

13 A. Associate of arts.

14 Q. In what particular discipline?

15 A. It's very general.

16 Q. Prior to the early 2000s, let's say,
17 and at Columbus State and Ohio State when you were
18 taking courses, did you graduate from high school?

19 A. Yes.

20 Q. What year did you graduate?

21 A. 1999.

22 Q. And where did you attend high school?

23 A. Perry High School, Ohio.

24 Q. Other than your job as a bank teller at

1 Lake National Bank, did you have any other
2 employment after graduating from high school?

3 A. Not in a professional sense. I
4 waitressed.

5 Q. Okay. I think there are a lot of
6 waitresses that would disagree that that's not
7 professional. But anyway, where did you waitress?

8 A. Bob Evans.

9 Q. And how long did you do that?

10 A. For eight years.

11 Q. Is there anything -- and again, I
12 apologize. Are there any other significant jobs
13 or employment that you held between, say,
14 graduating from high school and accepting a
15 full-time job with Orwell-Trumbull Pipeline?

16 A. I wouldn't say so. Everything else was
17 pretty basic.

18 Q. Okay. So it was -- they were not, like
19 you said, career-oriented, long-term jobs?

20 A. That's correct, yes.

21 Q. As part of your duties at
22 Orwell-Trumbull Pipeline, you sent an invoice on
23 behalf of, what I saw on the invoice -- we'll take
24 a look at it in a minute -- was Orwell-Trumbull

1 Pipeline/Northcoast. Is that correct?

2 A. No.

3 Q. Okay. You sent it -- an invoice to
4 Orwell Natural Gas, correct?

5 A. Correct.

6 Q. And I think that invoice was sent in
7 September of 2014.

8 A. Correct.

9 Q. Is that right?

10 Okay. And that invoice was sent on
11 behalf of some entity. In what capacity did you
12 send that invoice?

13 A. The invoice was titled from
14 Orwell-Trumbull Pipeline and Great Plains. The
15 reason for -- are you asking --

16 MR. YURICK: Let me do it this way.
17 This will be easier.

18 THE WITNESS: Okay.

19 - - - - -

20 Thereupon, Carothers Exhibit 1 is marked
21 for purposes of identification.

22 - - - - -

23 BY MR. YURICK:

24 Q. I'm going to show you what's been

1 marked Carothers Deposition Exhibit 1.

2 Do you see that sticker?

3 A. I do.

4 Q. Okay. And I'm going to show you a page
5 in that exhibit that has been Bates stamped in the
6 lower left-hand corner as 0200.

7 Do you see that?

8 A. Yes.

9 Q. And that appears to be in response to
10 -- if you flip the page over to Bates stamp
11 000019, do you see it says request 1?

12 A. Yes.

13 Q. So this invoice that is on page 20 of
14 Carothers Deposition Exhibit 1 was provided in
15 response to a document request. Is that right?

16 A. That's correct.

17 Q. Okay. And this is an invoice, it says
18 at the top Orwell-Trumbull Pipeline Company/Great
19 Plains Exploration. Is that right?

20 A. That's correct.

21 Q. An address is given as 3511 Lost Nation
22 Road, Suite 213, Willoughby, Ohio, 44094, right?

23 A. Correct.

24 Q. And the date on the invoice is 9-8 of

1 '14. Is that right?

2 A. Yes.

3 Q. And the invoice number is 5001.

4 Do you see that?

5 A. Yes.

6 Q. Okay. I want to ask you a few
7 questions about the invoice if that's okay. Okay?

8 A. Okay.

9 Q. So the header, Orwell-Trumbull Pipeline
10 Company/Great Plains Exploration, is
11 Orwell-Trumbull Pipeline/Great Plains Exploration
12 the name of a company?

13 A. No.

14 Q. Okay. What is -- why does the invoice
15 -- why is the invoice headed Orwell-Trumbull
16 Pipeline Company/Great Plains Exploration?

17 A. The pipeline invoice was referring to a
18 specific type of pipeline that Orwell-Trumbull
19 operates. And when it was initially installed, we
20 always referred to them as the Great Plains lines.
21 Great Plains is a production company. And before
22 all the companies grew into what it is now, it was
23 just lines that got the production gas to sale.

24 Q. Okay.

1 A. So when we were referring to the
2 charges, it was a way of specifying what lines we
3 were referring to.

4 Q. Okay. So to the best of your
5 knowledge, there's no specific company or entity
6 named Orwell-Trumbull Pipeline/Great Plains
7 Exploration Company?

8 A. That's correct.

9 Q. Now, Great Plains Exploration, I think
10 you said a minute ago, would be considered a
11 production company?

12 A. That's correct.

13 Q. And the Great Plains lines, could you
14 describe those lines?

15 A. Sure. They are two-inch -- they were
16 technically gathering lines to get the --
17 Mr. Osborne owned the wells associated with Great
18 Plains. The well lines were laid to get the gas
19 to market. And then eventually Orwell-Trumbull
20 grew, and then it was turned into a high-pressure
21 distribution line with Orwell-Trumbull.

22 Q. Okay. So if -- if we can just take it
23 sort of in stages.

24 A. Sure.

1 Q. The Great Plains -- what you refer to
2 as the Great Plains Exploration lines are two-inch
3 lines, correct?

4 A. Correct.

5 Q. Are they -- do you know what
6 composition? Are they PVC? Are they steel?

7 A. Most of it is -- it varied. It's both.
8 It's plastic and steel.

9 Q. Okay. And these Great Plains
10 Exploration lines, were they all put in at the
11 same time?

12 A. No.

13 Q. Okay. So during what period were the
14 Great Plains Exploration lines installed?

15 A. It started around 2006 on. So it was
16 over multiple years.

17 Q. Okay. Is Great Plains still installing
18 gathering lines currently?

19 A. No.

20 Q. Okay. When you mentioned earlier as
21 part of your job duties that you did certain
22 clerical work for various Richard Osborne
23 companies, is Great Plains Exploration one of
24 those companies?

1 A. I have in the past, yes.

2 Q. Okay. And what did you do for Great
3 Plains?

4 A. Just the same, clerical, just odds and
5 ends.

6 Q. Okay. The gathering lines, would I be
7 correct in saying those are connected to gas well
8 producers?

9 A. Yes, sir.

10 Q. So those lines are connected to wells
11 that produce natural gas. And those lines, quote,
12 unquote, gather that gas and they're connected to
13 Orwell-Trumbull Pipeline and that's how the gas
14 flows.

15 A. That's correct.

16 Q. Do you know what pressure those
17 gathering lines are?

18 A. It varies.

19 Q. Okay.

20 A. We try to stay under 200 pounds.

21 Q. Okay. And is -- in staying at under
22 200 pounds, what's the rationale for that or why
23 do you do that?

24 A. Because it allows for production to

1 continue to flow while still serving end-users.

2 Q. And if the pressure is wrong, the gas
3 just doesn't flow, right?

4 A. It doesn't flow the way that it should.

5 Q. It flows backwards, right?

6 A. Yes.

7 Q. Do you know how many producers have
8 production contracts with Great Plains?

9 A. No.

10 Q. Okay. Are there multiple producers or
11 is it just one or two? Do you know?

12 A. I don't -- I don't have access to that.

13 Q. Does Orwell-Trumbull Pipeline Company
14 have a transportation agreement currently with
15 Great Plains?

16 A. Yes.

17 Q. Okay. What are the terms, to the best
18 of your knowledge, in summary form, of that
19 contract?

20 MR. DORTCH: Objection.

21 Go ahead and respond.

22 A. In what capacity?

23 Q. Okay. So Orwell-Trumbull Pipeline
24 transports some gas for Great Plains Exploration

1 through contractual terms. Is that right?

2 A. Correct.

3 Q. Now, as an accounting manager and
4 somebody who is responsible for accounts
5 receivable, in summary form, when you send bills
6 to Great Plains Exploration, what are those bills
7 for?

8 A. Okay. They are charged on the amount
9 of gas transported across Orwell-Trumbull's lines
10 at a 95 cent rate for transport.

11 Q. Okay. So if I can take it in stages
12 again. I'm not completely slow witted, but in
13 order to get all this down, if we could just take
14 it in stages again.

15 A. Absolutely.

16 Q. Would I be correct in saying Great
17 Plains Exploration essentially buys gas from gas
18 producers?

19 A. Great Plains Exploration has its own
20 gas wells and then it also ships for a few other
21 producers on the Orwell-Trumbull line.

22 Q. Okay. And the producers that Great
23 Plains actually owns, the wells that they own, are
24 those then owned by Mr. Osborne?

1 A. At this -- no.

2 Q. Who are those wells --

3 A. It's in trusteeship.

4 Q. So Great Plains, to the best of your
5 knowledge, at this point is in trust? It's in a
6 bankruptcy trusteeship?

7 A. That's correct.

8 Q. Okay. Orwell-Trumbull Pipeline charges
9 Great Plains 95 cents -- is it a dekatherm or Mcf?

10 A. Mcf.

11 Q. They charge Great Plains 95 cents an
12 Mcf to transport Great Plains Exploration gas,
13 correct?

14 A. Yes.

15 Q. Okay. So Great Plains Exploration, how
16 do they inform you what the volumes are? How do
17 you know what the volumes are?

18 A. It is tracked by meter reads on the
19 receipt side, so there's charts or electronic
20 measurement for where the gas is coming into the
21 system. And at the points that they sell off,
22 right now, they sell onto our Dominion feeds. And
23 there's electronic measurement there. And then
24 the two points are managed through an imbalance

1 with the pipeline and then they're charged
2 transport.

3 Q. So the volumes are measured by Orwell-
4 Trumbull Pipeline Company meters. Is that right?

5 A. I don't know who owns the receipt
6 meters.

7 Q. Okay.

8 A. They change them, so -- when I say
9 they, Great Plains changes their charts. And so I
10 would assume they own the meters.

11 Q. Okay.

12 A. Am I allowed to go back?

13 Q. Yes.

14 A. Because I misunderstood your question
15 earlier.

16 Q. Please.

17 A. The multiple producers that they
18 have --

19 Q. Yes.

20 A. -- that operate with them, it's John D.
21 Oil and Gas.

22 Q. Okay.

23 A. Mentor Energy, Oz Air [sic] and Great
24 Plains.

1 Q. Okay.

2 A. So those are the producers that are on
3 the system that get shipped under that contract.

4 Q. How many of those entities are owned by
5 Mr. Osborne?

6 A. John D. Oil and Gas and Great Plains
7 are in trusteeship and the others operate under
8 Mr. Osborne.

9 Q. Okay. So are there any non-Osborne
10 owned or affiliated companies other than Orwell
11 and Brainard that have transportation contracts
12 with Orwell-Trumbull Pipeline Company?

13 A. Yes, there are others outside of
14 Mr. Osborne's.

15 Q. Okay. Do you know who those contracts
16 are with, those transportation contracts?

17 A. Yes. Newbury Local Schools has a
18 contract.

19 Q. Okay.

20 A. And it used to be John D. Oil and Gas
21 Marketing, but now it's operated as Gas Natural
22 Resources. They're not affiliated with Rick any
23 longer.

24 Q. Okay. Other -- are those the only two,

1 to the best of your knowledge?

2 A. Yes.

3 Q. Okay. Do you know what the rate for
4 the school is for transportation?

5 A. It's 90 cents an Mcf.

6 Q. Okay. The date on the -- let's go back
7 to page 20 of Carothers Deposition Exhibit 1.

8 The date on the invoice I think we said
9 was September 8th of 2014, right?

10 A. Correct.

11 Q. And that invoice, the amount of it
12 appears to be, if you go down to sort of the
13 bottom third of the page, it says grand total,
14 \$1,199,749.50. Is that right?

15 A. That's correct.

16 Q. And that appears to be for transporting
17 volumes on two-inch gathering lines for the years
18 2010, 2011, 2012, 2013 and 2014. Is that right?

19 A. Correct.

20 Q. The two-inch gathering lines, are those
21 two-inch gathering lines the gathering lines that
22 we were speaking of before when we were talking
23 about Great Plains Exploration lines?

24 A. Correct.

1 Q. Are those two-inch gathering lines, to
2 the best of your knowledge, owned by
3 Orwell-Trumbull Pipeline Company?

4 A. Yes.

5 Q. Okay. So Great Plains Exploration sold
6 those two-inch gathering lines to Orwell-Trumbull
7 Pipeline Company at some point?

8 A. They were never -- it was never a sale.

9 Q. Okay. So if -- what I'm -- I guess
10 what I'm trying to understand is if Great Plains
11 Exploration installed the lines to use as
12 gathering lines to connect their producers with
13 the pipeline company, how did Orwell-Trumbull
14 Pipeline Company come to own the lines?

15 MR. DORTCH: Objection.

16 Go ahead and answer.

17 A. Before Orwell-Trumbull was operated by
18 a PUCO-approved pipeline, it was a small gathering
19 line that was referred to as the Little Inch.
20 Those lines were installed to get Mr. Osborne's
21 production company's gas out to market. And at
22 that time, everything was owned privately, and
23 multiple companies would help in getting
24 everything installed.

1 We -- once it was approved by the PUCO,
2 Orwell-Trumbull was formed as its own company, and
3 those assets were listed under Orwell-Trumbull and
4 assigned to that company. It's -- those lines are
5 shown in -- on our books in the RESPA reports that
6 we report to the PUCO and what we have to pay
7 taxes on.

8 Q. Okay. I was actually going to ask you
9 about that. These two-inch gathering lines that
10 are listed on the invoice, does Orwell-Trumbull
11 Pipeline and you as the accounting manager for
12 Orwell-Trumbull Pipeline, do you pay personal
13 property taxes on those lines?

14 A. That's -- yes.

15 Q. Okay. So you pay personal property
16 taxes on behalf of Orwell-Trumbull Pipeline
17 Company for all of those lines. Is that right?

18 A. Correct.

19 Q. We covered the years from 2010, 2011,
20 2012, 2013 and 2014, right? Those are the years
21 that are covered by the invoice.

22 A. That's correct.

23 Q. The volumes on the two-inch gathering
24 lines, if we could just go down for the year 2010,

1 apparently 168,146.6 Mcf was transported over
2 Orwell-Trumbull Pipeline Company lines for Orwell
3 Natural Gas Company. Am I reading that correctly?

4 A. Yes.

5 Q. Okay. And for 2011, 269,461.7 Mcf gas
6 volume were transported for Orwell Natural Gas by
7 Orwell-Trumbull Pipeline Company over these
8 two-inch gathering lines. Is that right?

9 A. Um-hmm. Yes.

10 Q. The volumes for 2012 for the two-inch
11 gathering lines, 271,742.2 Mcf. Right?

12 A. Yes.

13 Q. 2013, the metered volumes delivered on
14 the two-inch gathering lines for Orwell Natural
15 Gas by Orwell-Trumbull Pipeline Company,
16 331,425.8 Mcf. Is that right?

17 A. Yes.

18 Q. For 2014, the metered volumes delivered
19 on the two-inch gathering lines, 222,117.9 Mcf.
20 Is that right?

21 A. Yes.

22 Q. And just so it's clear on the record,
23 Mcf is a thousand cubic feet of gas. Is that
24 right?

1 A. Yes.

2 Q. Okay. Total charges you have listed
3 for the 168,146.6 Mcf delivered in 2010 is
4 \$159,739.27, right?

5 A. Yes.

6 Q. For 2011, the bill for delivering the
7 269,461.7 Mcf is \$255,988.62, right?

8 A. Yes.

9 Q. The charge in 2012 for delivering the
10 271,742.2 Mcf over the two-inch gathering lines is
11 \$258,155.09. Is that right?

12 A. Yes.

13 Q. And the charge in 2013 for the
14 331,425.8 Mcf is \$314,854.51, correct?

15 A. Yes.

16 Q. 2014, again over the two-inch gathering
17 lines, transportation volume, 222,117.9, the
18 charge is \$211,012.01, correct?

19 A. Yes.

20 Q. Okay. So the total of all those five
21 years for transportation is \$1,199,749.50,
22 correct?

23 A. Yes.

24 Q. The charges adding up to the roughly

1 \$1.2 million, that -- those charges would all be
2 95 cents per Mcf?

3 A. Yes.

4 Q. Okay. And if you look at the next
5 page, which is page 21, the -- at the bottom of
6 the first column where it says total 2010, do you
7 see that?

8 A. Yes.

9 Q. If you go to the bottom, where it says
10 total metered per year, you have 168,146.6.

11 Do you see that?

12 A. Yes.

13 Q. That number corresponds to the volumes
14 on the invoice in sort of the middle of the page
15 for the year 2010, right?

16 A. Yes.

17 Q. Okay. And the 269,461.7, that
18 corresponds to, on the previous page 20, the
19 269,461.7, right?

20 A. Yes.

21 Q. The 271,742.2 also corresponds to the
22 volumes listed in the invoice for 2012, right?

23 A. Yes.

24 Q. 331,425.8, total 2013, same thing,

1 corresponds to the invoice number for 2013, right?

2 A. Yes.

3 Q. And finally, the 222,117.9 Mcf, that
4 corresponds to the 222,117.9 in the -- on page 21
5 at the bottom of total year 2014, right?

6 A. Yes.

7 Q. Okay. Now, if you go to the end of the
8 total metered per year on page 21, I see the
9 number \$1,262,894.02.

10 Do you see that?

11 A. Yes. But I don't think it's dollars.
12 I think it's Mcf.

13 Q. Okay. That is the total metered
14 volume, that number, 1,262,894.2 is a volume
15 number, not a dollar number?

16 A. Correct.

17 Q. These volumes over these three years,
18 had Orwell-Trumbull Pipeline charged Orwell
19 Natural Gas for transporting these volumes
20 previously?

21 A. Yes.

22 Q. Okay. And how much was the charge that
23 they had charged them previously?

24 A. 95 cents an Mcf.

1 Q. So am I correct in saying that
2 Orwell-Trumbull Pipeline Company and Orwell
3 Natural Gas had a transportation agreement that
4 stated Orwell-Trumbull Pipeline Company will
5 charge Orwell Natural Gas 95 cents per Mcf for
6 transporting gas?

7 A. Yes.

8 Q. And that transportation agreement I
9 believe was filed at the Public Utilities
10 Commission. Is that correct?

11 A. Yes.

12 Q. And each month that Orwell-Trumbull
13 Pipeline Company transported gas volumes for
14 Orwell Natural Gas from the year -- from January
15 2010 through December 2014, Orwell-Trumbull
16 Pipeline Company would get -- would send Orwell
17 Natural Gas Company an invoice. Is that right?

18 A. Yes.

19 Q. Now, were those invoices paid?

20 A. Yes.

21 Q. Okay. Now, did Great Plains
22 Exploration have a similar contract with Orwell
23 Natural Gas Company?

24 MR. DORTCH: Objection.

1 A. They have the contract that I -- we had
2 talked about earlier at the same time.

3 Q. Well, I guess my question probably
4 wasn't clear.

5 The contract that I know exists,
6 because I think I've seen it on the Public
7 Utilities Commission website, and I just want to
8 confirm with you, was between Orwell-Trumbull
9 Pipeline Company and Orwell Natural Gas, and
10 actually Brainard. But Orwell-Trumbull Pipeline
11 Company and Orwell Natural Gas had this 95 cent
12 per Mcf transportation agreement that was filed
13 with the Public Utilities Commission, correct?

14 A. Correct.

15 Q. And invoices were sent pursuant to that
16 contract, correct?

17 A. Correct.

18 Q. So I guess my question is, Great Plains
19 Exploration, did Great Plains have a contract like
20 that one with Orwell Natural Gas?

21 A. No.

22 Q. Okay. And do you know if Great Plains
23 Exploration had a tariff?

24 A. No.

1 Q. Okay. So to the best of your
2 knowledge, Great Plains Exploration had no tariff?

3 A. Correct.

4 Q. Orwell-Trumbull Pipeline Company does
5 have a tariff, right?

6 A. Yes.

7 Q. And Orwell-Trumbull Pipeline Company's
8 tariff permits them in a regulated fashion to
9 provide transportation services to various users
10 of gas supplies, correct?

11 A. Yes.

12 Q. And that would include Orwell Natural
13 Gas, right?

14 A. (Indicates affirmatively.)

15 Q. That would also include Great Plains
16 Exploration, correct?

17 A. Yes.

18 MR. YURICK: Are you okay?

19 MR. DORTCH: Um-hmm.

20 Q. Great Plains Exploration and Orwell
21 Natural Gas Company do not, to the best of your
22 knowledge, have a contract that's filed with the
23 Public Utilities Commission, correct?

24 A. Correct.

1 Q. The charges on the invoice dated 9-8 of
2 '14, then, they were in addition to the charges
3 that Orwell-Trumbull Pipeline Company had already
4 sent to Orwell Natural Gas. Is that right?

5 A. Yes.

6 Q. So the actual charge for transportation
7 assuming -- and I'm going to assume as a
8 hypothetical, okay, that -- it might not be a
9 hypothetical to you, but for the purposes of the
10 deposition I'm going to assume as a hypothetical
11 that all of these charges are due, the actual
12 charge for transporting gas would be \$1.90 per
13 Mcf. Is that right?

14 A. Say it again.

15 Q. Okay. So I apologize. It was an
16 unfortunate question.

17 These charges here on this invoice of
18 September 8, 2014, this number \$1,199,749.50, that
19 represents the volumes transported over the
20 two-inch gathering lines at 95 cents per Mcf. Is
21 that right?

22 A. Correct.

23 Q. And the previous charges for these same
24 volumes that were sent on a monthly basis from

1 January 2010 to December 2014, those were also at
2 95 cents per Mcf, correct?

3 A. Correct.

4 Q. So I guess my question is, that if you
5 take 95 cents that's already been paid, take the
6 95 cents represented by September 8th, 2014, that
7 would make the transportation rate for those
8 volumes -- again, math is not my forte --

9 A. I understand.

10 Q. -- but \$1.90 per Mcf. Is that right?

11 MR. DORTCH: Objection.

12 Go ahead and answer.

13 A. Yes.

14 Q. So as the accounting manager for
15 Orwell-Trumbull Pipeline Company, it is your
16 understanding that the charge to be paid by Orwell
17 Natural Gas Company and represented by the
18 September 8th invoice, as well as previous
19 invoices, is 1.90 per Mcf?

20 A. Yes.

21 Q. If you could turn to page 22. And I
22 apologize if I have to go over this -- unless you
23 -- I mean, I don't know how your other depositions
24 were, but most of my utilities depositions are not

1 the thrill ride that some depositions can be. So
2 I apologize if it's a little bit repetitive or
3 boring. But again, I'm just trying to get this
4 all down on paper so I can understand it.

5 If you look at that invoice, that's
6 also the headline there, the header or the caption
7 is Orwell-Trumbull Pipeline/Great Plains
8 Exploration, correct?

9 A. Correct.

10 Q. I think you said earlier that you were
11 the person who was responsible for captioning the
12 bill that way. Is that correct?

13 A. That's correct.

14 Q. And I think you said earlier, just to
15 sort of short circuit this, tell me if I'm wrong,
16 please cut in, you did that so that Orwell Natural
17 Gas would know what lines they were being charged
18 for the use of. Is that right?

19 A. That's correct.

20 Q. Okay. So to the best of your
21 knowledge, there is no actual company called
22 Orwell-Trumbull Pipeline Company/Great Plains
23 Exploration, right?

24 A. Correct.

1 Q. To the best of your knowledge, those
2 are two separate entities?

3 A. Correct.

4 Q. The date on this invoice is also
5 September 8 of 2014.

6 Do you see that?

7 A. Yes.

8 Q. Now, the invoice number as opposed to
9 5001 is 5002.

10 A. Correct.

11 Q. Now, if you look again at this bill,
12 the first column is the year, and the years listed
13 there are 2010, 2011, 2012, 2013 and 2014. Is
14 that right?

15 A. Correct.

16 Q. Okay. Then the description is farm tap
17 volumes delivered on two-inch gathering lines. Is
18 that correct?

19 A. Correct.

20 Q. Could you explain that description to
21 me?

22 A. There's two different types of taps on
23 Orwell-Trumbull. There's the actual customer's,
24 which is referred to in the first invoice, 5001,

1 where there's measured volumes at the end-user.

2 And then there are small farm taps off of
3 Orwell-Trumbull, and that's a direct tap onto the
4 line and then it serves multiple customers.

5 Q. Okay. So are the farm tap -- the farm
6 tap volumes identified in invoice 5002, is that
7 all gas supplied that went to Orwell Natural Gas?

8 A. Yes.

9 Q. Now, if you look at year 2010, you've
10 got the number 220,172.5 Mcf. Is that right?

11 A. Yes.

12 Q. 2011, 269,461.7 Mcf. Is that right?

13 A. Yes.

14 Q. 2012, 312,373.9 Mcf. Is that right?

15 A. Yes.

16 Q. 2013 is 379,321.1 Mcf. Is that right?

17 A. Yes.

18 Q. And the volumes for 2014 are 269,200
19 Mcf. Those are all quantities delivered to Orwell
20 from farm taps over the two-inch gathering lines.
21 Is that right?

22 A. Yes. In 2011, you can tell that the
23 cell populated for -- where it says 269,461.7 had
24 been updated from the invoice before.

1 Q. I was actually going to ask you about
2 that.

3 A. I had a feeling.

4 Q. If nothing else, just for the point
5 that you would know I was paying attention and
6 actually noticed that the number didn't match up.
7 We can get into that in a second.

8 So if you go again to page 23, just
9 like we did for the previous invoice, the
10 229,172.5 is again at the bottom of total for
11 2010. Is that correct?

12 A. Correct.

13 Q. And then the -- the one that I really
14 couldn't figure out, you've got for 2011,
15 269,461.7 Mcf, and then the total for 2011 on page
16 23, which is the detail, is 357,702.2.

17 Do you see that?

18 A. Yes.

19 Q. Okay. Now, is it -- are you saying
20 that the number reflected in 2011 of 269,461.7 on
21 page 22 in that 2011 cell should be 357,702.2?

22 A. That's correct.

23 Q. Okay. Now, if you do that at 95 cents
24 an Mcf -- which is the correct charge. Is that

1 right?

2 A. For this invoice, yes.

3 Q. Okay. Does that change your 339,817.09
4 number in the total column or is that still the
5 correct number?

6 A. That's the correct number.

7 Q. That's what I thought. Again, not
8 being the greatest at math.

9 At 95 cents, 269,461.7, that would
10 be approximately, and I'm cheating by looking at
11 page 20, okay, 256 roughly.

12 A. Correct.

13 Q. Rounding up. So 339,817.09 is the
14 charge at 95 cents per Mcf for this invoice for
15 transporting 357,702.2 Mcf?

16 A. Correct.

17 Q. 2011, you've got -- in the total
18 number, you've got 269,755.21 cents.

19 Do you see that?

20 A. Yes.

21 Q. Now, if you look over at page 23, at
22 the bottom where it says total farm tap per year,
23 you've got 312,373.9, which is a different number,
24 right?

1 A. No. 2012, 312,373.9 were transported
2 which matches the total 2012 on the detail.

3 Q. Oh, I'm sorry. That's a volume.

4 A. Yes.

5 Q. Okay. I got it. I did notice that
6 those numbers matched. 312,373 is the correct
7 volume, and at 95 cents per Mcf, that charge would
8 be 296,755.21?

9 A. Correct.

10 Q. The 379,321.1 number at the bottom of
11 the total for 2013, and that charge is \$360,355.05
12 at 95 cents per Mcf, correct?

13 A. Yes.

14 Q. 269,200 Mcf, the charge would be
15 255,740, right?

16 A. Correct.

17 Q. At 95 cents.

18 For these volumes transported over the
19 two-inch gathering lines, had Orwell Natural Gas
20 been charged for those volumes previously also?

21 A. Yes.

22 Q. And the charge -- those charges were
23 sent on invoices sent monthly from January 2010 to
24 December 2014. Is that right?

1 A. Correct.

2 Q. And were those invoices paid, to the
3 best of your recollection?

4 A. Yes.

5 Q. So this invoice, 5002, sent on
6 September 8 of 2014, this \$1,470,381.23 charge is
7 in addition to roughly that amount that had
8 already been paid for those quantities, correct?

9 A. Correct.

10 Q. So that would make, again, the
11 transportation rate for those gas quantities \$1.90
12 per Mcf?

13 A. Correct.

14 Q. If you would go to page 25, Bates stamp
15 25, this appears to be a Natural Gas
16 Transportation Service Agreement dated the 1st day
17 of July, 2008, between Orwell-Trumbull Pipeline
18 Company, LLC and Orwell Natural Gas Company and
19 Brainard Gas Corp. Is that right?

20 A. Correct.

21 Q. Are you familiar with this --

22 A. Yes.

23 Q. -- document?

24 And the rate for transportation service

1 in this agreement is 95 cents percent Mcf. Is
2 that right?

3 A. Initially, yes.

4 Q. Okay.

5 A. I believe it's in Exhibit B.

6 Q. Yes. If you go to Bates stamped page
7 35, Exhibit B, if you go down to rates, sort of in
8 the middle of the page, it says: Commodity charge
9 (paid only on quantity transported) November
10 through March, 95 cents per thousand cubic feet,
11 April through November, 95 cents per thousand
12 cubic feet. Correct?

13 A. Correct.

14 Q. So the rate that Orwell-Trumbull
15 Pipeline Company was going to charge pursuant to
16 this contract signed 2008, that was 95 cents per
17 Mcf. Is that right?

18 A. Correct.

19 Q. And the length of this contract, the
20 term of it, do you recall how long that was?

21 A. 15 years.

22 Q. So again, math not being my forte, that
23 would be roughly until 2023?

24 A. Correct.

1 Q. Now, I see on Exhibit B that there's a
2 little, sort of an -- I think they call that an
3 ampersand, but I'm not -- again, identifying those
4 little signs is also not my forte. It's like a
5 little star-like looking thing.

6 Do you see that by rates?

7 A. Yes.

8 Q. There's a note underneath it that says
9 rates will adjust every five years commencing July
10 1, 2013, correct?

11 A. Correct.

12 Q. Then rates could adjust each fifth
13 anniversary for the remaining term of the
14 agreement to reflect the higher of 95 cents per
15 thousand feet or negotiated rate to reflect then
16 current market conditions.

17 Do you see that?

18 A. Yes.

19 Q. To the best of your knowledge, has the
20 rate in this contract been adjusted either to
21 reflect the higher of 95 cents per thousand cubic
22 feet or negotiated rate?

23 A. Yes.

24 Q. Was that done in writing?

1 A. Yes.

2 Q. And when was that writing done?

3 A. I believe it was first initiated in
4 September of 2014. That's when the -- the first
5 notification to the gas company saying that the
6 rate was going to change.

7 Q. Okay. Now, was that notification sent
8 along with these two invoices, 5001 and 5002?

9 A. No.

10 Q. Okay. So that notification of the
11 additional 95 cent charge was sent sometime, you
12 believe, in September of 2014?

13 MR. DORTCH: Objection.

14 Mischaracterizes her testimony.

15 Q. Okay. I apologize if I did do that.
16 Let me -- let me try to clear it up.

17 A. Okay.

18 Q. To the extent that I'm capable of doing
19 that.

20 I thought you said that to the best of
21 your knowledge, pursuant to Exhibit B of the
22 contract between Orwell-Trumbull Pipeline Company
23 and Orwell Natural Gas Company and Brainard Gas
24 Corp. dated the 1st day of July 2008, that

1 pursuant to Exhibit B of that contract, the rate
2 of 95 cents per thousand cubic feet had been
3 adjusted.

4 A. Yes.

5 Q. Okay. And I thought you said that that
6 rate had been adjusted in writing. Is that
7 correct?

8 A. Yes.

9 Q. And we established, I thought, that
10 that writing was not -- you did not consider the
11 invoices to be that writing. Is that right?

12 A. That's correct.

13 Q. And I thought you said that you thought
14 the first sort of reference or communication was
15 done sometime in September of 2014.

16 A. Yes.

17 Q. Was that communication done in writing?

18 A. Yes.

19 Q. Okay. And do you have a copy of that?

20 A. Not on me, but yes.

21 Q. Okay. That's fine. So there's a copy
22 of -- what form did this communication take?

23 A. There was a letter that was converted
24 to PDF and emailed to, I believe it was Mike

1 Zappitello and Marty Whelan. It was emailed and I
2 think I sent it physical as well.

3 Q. So it was a letter, you believe it was
4 converted -- scanned and converted into a PDF
5 document and sent to Mike Zappitello and Marty
6 Whelan at some point in September of 2014?

7 A. Yes.

8 Q. And to this date you've not been asked
9 to produce that to the best of your knowledge?

10 A. No.

11 MR. DORTCH: I won't -- let me address
12 this. I know the communication to which she is
13 referring. I believe it has been produced. I
14 could be in error. But in fact, I believe it was
15 produced in response to discovery requests from
16 OCC.

17 MR. YURICK: Okay. Do you know which
18 request?

19 MR. DORTCH: Right. No, I don't know
20 which request.

21 MR. YURICK: That's fine. I appreciate
22 the clarification.

23 MR. DORTCH: And if it's not, I mean,
24 if there's a -- if the document is responsive to a

1 request, I will say that any failure to produce is
2 my failure because I do recall --

3 MR. YURICK: That's fine. I try to
4 prepare the best I can. Sometimes I am good at
5 that. Sometimes I'm not. I don't recall seeing
6 it, which is why I was sort of inquiring. So --

7 THE WITNESS: I had to supply a lot, so
8 if I did and I forgot, I apologize. But I don't
9 recall having to print that one.

10 MR. DORTCH: In fact, I would -- well,
11 I'm not -- I'm not going to guess.

12 MR. YURICK: I don't want to stress
13 about it. I made a note of it. And to the extent
14 it hasn't been asked for, we'll likely -- you'll
15 get a preview of coming attractions.

16 THE WITNESS: I'll get it printed.

17 MR. DORTCH: He's telling us it will be
18 asked for.

19 MR. YURICK: We don't always ask for
20 everything that could be asked for either. We're
21 not perfect.

22 THE WITNESS: I understand.

23 MR. YURICK: So knowing that it exists
24 and getting you to describe it so I know sort of

1 -- sometimes you don't know what to ask for
2 because it's sort of like searching for a needle
3 in a haystack. Not knowing what you have, it's
4 hard to figure out what to ask for.

5 THE WITNESS: I understand.

6 BY MR. YURICK:

7 Q. At this point I know that there should
8 be, and I can ask my guys for it, too, some sort
9 of letter that was converted to PDF, scanned in
10 and sent to them at some point in September of
11 2014 adjusting the rate.

12 A. That's correct.

13 Q. Now, how was -- what was the adjustment
14 to the rate? In other words, how much -- I'm
15 assuming the rate went up, correct?

16 A. That's correct.

17 Q. How much did the rate go up?

18 A. The rate is now at 1.01, \$1.01. And
19 that is according to the changes that are detailed
20 in Exhibit B.

21 Q. Okay. So is that based on -- just so
22 I'm clear, is that based on the Consumer Price
23 Index or is that based on current market
24 conditions?

1 A. Consumer Price Index.

2 Q. And that's the Consumer Price Index all
3 items (Cleveland, Ohio), as calculated from July
4 1, 2008 to each applicable rate adjustment period.
5 Is that right?

6 A. Correct.

7 Q. Now, this 1.01 rate, is that reflected
8 in the invoices that you sent in September,
9 invoice 5001 and 5002? It doesn't seem to be.

10 A. No.

11 Q. Okay. So is that rate adjustment --
12 let me figure out how to ask it.

13 I think we established earlier that
14 Orwell-Trumbull Pipeline, for the volumes
15 represented on invoice 5001 and 5002, had been
16 sent invoices for 95 cents per Mcf for those
17 volumes, correct?

18 A. Correct.

19 Q. Then in September, they were sent
20 additional invoices for roughly -- for those same
21 volumes for the use of the gathering lines, for
22 the use of the farm taps and the use of the
23 meters, or as measured by the farm taps and by the
24 meters, at 95 cents per Mcf. Is that correct?

1 A. Correct.

2 Q. So when you say the price was increased
3 on or about September of 2014 to 1.01, based on
4 the Consumer Price Index, which -- what does that
5 -- is that -- does that represent a decrease from
6 \$1.90 per Mcf or does that represent an increase
7 from one of the 95 cent charges?

8 MR. DORTCH: Objection.

9 Go ahead and answer, if you can.

10 Q. Does that make sense?

11 A. The charges on the 5001 and 5002 have
12 nothing to do with the price increase to \$1.01.

13 Q. So the \$1.01 price increases -- price
14 increase, that would be reflected on the monthly
15 invoice or ongoing gas volumes?

16 A. That's correct.

17 Q. Okay. The 95 cent charges as
18 represented on invoice 5001 and 5002, those have
19 nothing to do with the charges levied pursuant to
20 the natural gas transportation service agreement
21 on page Bates numbered 25 of Carothers Deposition
22 Exhibit 1. Is that right?

23 A. That's correct.

24 Q. What do the charges on invoice 5001 and

1 5002, what do those represent?

2 A. They represent volumes that were
3 delivered across the two-inch lines from the time
4 frame of 2010 through 2014.

5 Q. So would I be correct in saying that
6 all volumes delivered to Orwell Natural Gas, from
7 the year 2010 through the year 2014, were
8 delivered over two-inch gathering lines?

9 A. That's not correct.

10 Q. Okay. I didn't think so. But I don't
11 think it was clear in the record.

12 So the 95 cent charge in invoice 5001,
13 those were for metered volumes delivered on
14 two-inch gathering lines. Is that correct?

15 A. That's correct. We identified all of
16 the measurement stations, whether it be through
17 farm taps or meters that were off of the two-inch
18 gathering lines. Those stations are shown in the
19 detail of each invoice. And that's where the
20 volumes come from.

21 Q. Okay. And the invoice 5002, those were
22 -- that's a 95 cent charge per Mcf for gas
23 delivered to Orwell Natural Gas over two-inch
24 gathering lines. Is that right?

1 A. Off of farm taps, correct.

2 Q. From the year 2010 through the year
3 2014. Is that right?

4 A. Correct.

5 Q. Now, if you would take the volumes
6 represented in invoice 5001, add them to 5002, you
7 would have all volumes delivered to Orwell Natural
8 Gas over either these meters measuring deliveries
9 on two-inch gathering lines, as well as farm taps
10 delivered on two-inch gathering lines. Is that
11 right?

12 A. Correct.

13 Q. Were there other volumes delivered to
14 Orwell Natural Gas that were delivered on
15 Orwell-Trumbull Pipeline that were not reflected
16 in either invoice 5001 or invoice 5002?

17 A. Yes.

18 Q. Okay. Do you -- have you been asked or
19 do you have a record of what volumes were not
20 charged the additional 95 cents per Mcf for
21 transportation on the two-inch lines?

22 A. In the other case, in the contract
23 case, I was asked to provide the volume, the total
24 volumes for Orwell over those years, but not the

1 difference between what was off the two-inch lines
2 and otherwise.

3 Q. Okay. But if I took the total Orwell
4 volumes and subtracted the volumes reflected on
5 invoice 5002 and invoice 5001, that would give me,
6 assuming that the total was only Orwell-Trumbull
7 Pipeline Company volumes delivered to Orwell, that
8 would give me Orwell-Trumbull Pipeline Company
9 transportation volumes delivered to Orwell Natural
10 Gas that were not charged the additional 95 cents
11 for the use of the two-inch gathering lines?

12 A. Correct.

13 Q. Does Great Plains Exploration have a
14 contract or an agreement with Orwell-Trumbull
15 Pipeline Company to reimburse Great Plains for the
16 use of the two-inch gathering lines?

17 A. No.

18 Q. So the two-inch gathering lines became
19 the property of Orwell-Trumbull Pipeline Company
20 at some point prior to 2010.

21 A. Yes.

22 Q. Is that right?

23 And again, I apologize. I was a little
24 bit confused at the Orwell-Trumbull Pipeline

1 Company/Great Plains Exploration, but you said
2 earlier that's just to identify the lines?

3 A. Correct.

4 Q. So to the best of your knowledge, Great
5 Plains Exploration is not providing transportation
6 service?

7 A. That's correct.

8 Q. Okay. And to the best of your
9 knowledge, Great Plains Exploration does not have
10 a tariff to provide transportation service?

11 A. That's correct.

12 Q. If you would look at Bates pages 11 and
13 12, I want to specifically ask you about the
14 question and answer at the bottom of page 9, top
15 of page -- I'm sorry. Bottom of Bates page 11,
16 top of Bates page 12, which is interrogatory 4.
17 Okay.

18 And the question is: What is the basis
19 for Orwell-Trumbull Pipeline claiming that Orwell
20 owed for volumes delivered off the Great
21 Plains-OTP gathering lines?

22 Do you see that?

23 A. Yes.

24 Q. And you say: Orwell-Trumbull Pipeline

1 Company authorized Orwell -- I shouldn't say you
2 say. This page says, page 12 says:
3 Orwell-Trumbull Pipeline Company authorized Orwell
4 to tap the two-inch gathering lines at no charge
5 in order to allow the utility to grow Orwell's
6 customer base with the understanding that
7 Orwell-Trumbull Pipeline Company would be
8 compensated for the transport service upon a
9 contemplated purchase of the lines by Gas Natural.

10 Was that your answer?

11 A. Yes.

12 Q. Do you see that?

13 A. Yes.

14 Q. To the best of your knowledge, how was
15 the authorization from Orwell-Trumbull Pipeline
16 Company to Orwell to allow them to tap the
17 two-inch gathering lines, how was that
18 communicated?

19 A. At the time, Mr. Osborne was affiliated
20 with both companies. Okay.

21 Q. Okay.

22 A. So he had common interests, I guess.

23 Q. Did he look in the mirror and say you,
24 Mr. Osborne, are authorized to tap --

1 A. No, he did not. He talked to people
2 that were involved on the utility site.

3 Q. Okay. So do you know who he talked to?

4 A. I know that Tom Smith and Steve Rigo
5 were involved in decisions like that at that time.

6 Q. And do you know which of the utility
7 companies Tom Smith was involved?

8 A. I know that he was involved in all of
9 the Ohio-based utilities.

10 Q. Okay. And what about Steve Rigo?

11 A. Steve Rigo, I know he did work for all
12 of the Ohio-based utilities. I don't know the
13 extent of his job titles.

14 Q. Okay. Do you know if the authorization
15 by Orwell-Trumbull Pipeline to Orwell Natural Gas,
16 do you know if that was ever reduced to writing?

17 A. Not that I know of.

18 Q. When you say that the gathering lines
19 were to be used at no charge in order to allow the
20 utility to grow Orwell's customer base, could you
21 explain how the use of the two-inch gathering
22 lines to transport gas volumes would allow the
23 utility to grow Orwell's customer base?

24 A. The gathering lines reached certain

1 areas that the Orwell utility wouldn't have access
2 to otherwise.

3 Q. So if I could -- I'm having trouble
4 envisioning. Were the gathering lines used as
5 distribution lines to serve customers or were the
6 gathering lines used as part of transporting gas
7 from producers to -- to the pipeline for Orwell
8 Natural Gas?

9 Does that question make sense?

10 A. Kind of. I know what you mean.

11 Q. Okay.

12 A. The line was originally meant to get
13 the production gas to market. When those lines
14 were tapped to extend Orwell's customer base, the
15 -- those lines were then not only used to get the
16 production gas to market, but also to have
17 transportation gas moved to the Orwell end-users.

18 Q. Okay. So did the pressure in the lines
19 need to be changed?

20 A. Yes. It affected the pressures in the
21 lines.

22 Q. Okay. Do you know when the pressures
23 were changed?

24 A. I know that any time that you have a

1 tap off of a line like that, especially such a
2 small line, it will greatly affect the pressures
3 immediately.

4 Q. Do you know if the changes to the
5 pressures were noted in any kind of a memo or
6 order or anything of that nature?

7 A. That --

8 MR. DORTCH: Objection.

9 Go ahead and answer.

10 A. I'm not aware.

11 Q. Okay. So the use of the two-inch
12 gathering lines helped Orwell grow its customer
13 base because Orwell could use the two-inch
14 gathering lines as part of Orwell's distribution
15 system. Is that a fair characterization?

16 A. Yes. It gave them ability to reach
17 customers that they may not otherwise have been
18 able to get to.

19 Q. Okay. You say, with the understanding
20 that Orwell-Trumbull Pipeline Company would be
21 compensated for transport service upon a
22 contemplated purchase of the lines by Gas Natural.
23 Do you see that?

24 A. Yes.

1 Q. Could you explain that to me maybe a
2 little more?

3 A. There was a verbal understanding
4 between Mr. Osborne and the members, the directors
5 of Gas Natural, that they would eventually buy
6 those lines, Gas Natural would buy those lines
7 from Orwell-Trumbull.

8 Q. Okay. And the purchase was to be made
9 from Orwell-Trumbull Pipeline Company, not Great
10 Lakes?

11 A. Plains.

12 Q. Or Great Plains, right?

13 A. No. Because they're not Great Plains'
14 lines.

15 Q. At this point, while Great Plains put
16 the lines in, those lines are owned by
17 Orwell-Trumbull?

18 MR. DORTCH: Objection.

19 Go ahead and respond.

20 A. There were multiple companies that
21 helped with the installation of those lines.
22 Those aren't Great Plains' lines, to be clear.

23 Q. At some -- well, my understanding was,
24 per the invoices, at some point, either it was a

1 slang or just a descriptive term, you called them
2 the Great Plains lines.

3 A. That's correct. But they were not
4 owned by Great Plains.

5 Q. And Great Plains didn't install all of
6 them. Is that right? Or did they?

7 A. No.

8 Q. All right. Do you know how
9 Orwell-Trumbull Pipeline was going to be
10 compensated or in what amount when Gas Natural
11 purchased those lines?

12 A. The information that I am aware of,
13 when Becky Howell was working for Orwell-Trumbull,
14 she was working up details to have a valuation
15 done to sell those lines to Gas Natural. And then
16 I know that there was also -- it was brought up in
17 the settlement agreement that later fell flat
18 between Rick and Gas Natural, having a trade for
19 one set of assets for those.

20 Q. Okay. Were you present during the
21 negotiation of the Orwell verbal agreement?

22 A. No.

23 Q. How did you learn of the terms of the
24 verbal agreement?

1 A. They were explained to me by -- are you
2 talking about between the members and the
3 directors of -- or are you talking about the
4 severance?

5 Q. No, I'm not talking about severance.

6 A. The first one.

7 Q. I'm probably doing a bad job. But I'm
8 trying to confine my question to the answer to
9 interrogatory 4 and just sort of understanding,
10 getting a little more detail.

11 A. I understand. I just wanted to make
12 sure that I was clear.

13 Q. No, that's great. I appreciate it
14 because sometimes I'm really not clear.

15 A. Mr. Osborne had informed me of the
16 agreement. And then I also, at the time that
17 Becky Howell was working on this, I worked closely
18 with her, so I knew that she was consistently
19 doing work to put together a defined number.

20 Q. Okay. So in the meantime, Orwell was
21 permitted to use the gathering lines at no charge
22 until a valuation could be determined and Gas
23 Natural could purchase the lines?

24 A. There wasn't an additional charge,

1 correct.

2 Q. Okay. Do you know when the verbal
3 agreement was negotiated?

4 A. I think Becky left in 2013 to go to Gas
5 Natural, so it had to have been over 2012, 2013.

6 Q. Do you know if the terms of that verbal
7 agreement were ever committed to writing?

8 A. Not that I'm aware of.

9 Q. Did Orwell-Trumbull Pipeline Company
10 own two-inch gathering lines prior to the year
11 2010?

12 A. Yes.

13 Q. To your knowledge, was Orwell-Trumbull
14 Pipeline Company compensated by Orwell for the use
15 of the two-inch gathering lines prior to the year
16 2010?

17 A. No.

18 Q. Again, you sent the invoices that we
19 talked about earlier, right? I think one of the
20 invoices was 5001 and one of them was 5002,
21 correct?

22 A. Correct.

23 Q. Those invoices are for a time period
24 that start essentially January 1, 2010 and end

1 essentially December 31, 2014, correct?

2 A. I think it was written in -- for 2014.
3 So I think it was up to date.

4 Q. Okay. So the end date --

5 A. -- was like -- 2010 was January 1st,
6 2010 through current at that time, I believe.

7 Q. So it would have been full years up to
8 2014 when it would have been as of September 8th?

9 A. I think it was through July.

10 Q. Oh, okay.

11 A. Offhand.

12 Q. Okay. How did you determine January 1,
13 2010 as a beginning date for the charges to start?

14 A. That is when Gas Natural took over
15 ownership of Orwell Natural Gas.

16 Q. And prior to 2010 when Gas Natural took
17 control of Orwell Natural Gas, who had control of
18 Orwell Natural Gas?

19 A. Richard Osborne.

20 Q. So do you know if Orwell Natural Gas
21 was being charged any fee to tap into existing
22 two-inch lines by Orwell-Trumbull Pipeline
23 Company?

24 A. Not that I'm aware of.

1 Q. Okay. Do you know if Orwell-Trumbull
2 Pipeline Company -- and I apologize if I've asked
3 you this already, I'm kind of going back
4 through -- do you know if Orwell-Trumbull Pipeline
5 Company paid Great Plains Exploration any amount
6 for the two-inch gathering lines?

7 MR. DORTCH: Objection.

8 Go ahead and answer if you know.

9 A. I don't know.

10 Q. If you could go to Bates 12 again in
11 Carothers Exhibit 1. I'm going to ask you about
12 the answer to interrogatory 6. That interrogatory
13 says: Referring to the response to OCC
14 interrogatory 2, are the amounts due for payment
15 of the commodity of natural gas purchased or for
16 transportation service of transporting natural
17 gas?

18 And the answer is: The amounts are due
19 for the transportation of natural gas across
20 private gathering lines.

21 Do you see that?

22 A. Um-hmm.

23 Q. Was that answer provided by you?

24 A. Yes.

1 Q. And when you say private gathering
2 lines, are those gathering lines the same two-inch
3 gathering lines that are owned by Orwell-Trumbull
4 Pipeline Company?

5 A. Yes.

6 Q. I was a little bit confused by the use
7 of the word "private" instead of owned by
8 Orwell-Trumbull Pipeline Company. So I just
9 wanted to clear that up. So you did that and I
10 appreciate that.

11 I think we said earlier OTP has a
12 tariff, correct?

13 A. Correct.

14 Q. When I say OTP, I mean Orwell-Trumbull
15 Pipeline.

16 A. Yes.

17 Q. You understand that. They have a
18 tariff, correct?

19 A. Correct.

20 Q. Are you familiar with that tariff?

21 A. Yes.

22 Q. Does OTP's tariff, to the best of your
23 knowledge, allow OTP to provide transportation
24 service to transportation customers based on

1 verbal agreements?

2 A. No.

3 Q. If you look at Bates page 13 in
4 Carothers Exhibit 1: To the extent that OTP has
5 alleged that Orwell owes for volumes delivered off
6 Great Plains-OTP steel gathering lines for the
7 last four years of delivery, please explain what
8 actions that OTP has taken prior to September 12,
9 2014 to collect the amounts due.

10 Do you see that question?

11 A. Yes.

12 Q. And you say: Prior to the invoices
13 being created, a verbal agreement had been made by
14 and between Gas Natural and Orwell-Trumbull
15 Pipeline Company and Great Plains Exploration that
16 the gathering lines installed by Orwell-Trumbull
17 Pipeline Company/Great Plains Exploration would be
18 purchased by Gas Natural and transportation costs
19 incurred over the past year's usage of said
20 pipelines would be satisfied at that time.

21 Do you see that?

22 A. Yes.

23 Q. Was that answer provided by you?

24 A. Yes.

1 Q. When you say previous year, are you
2 saying the year previous to September 12, 2014?

3 I'm sorry, the actual word you used is
4 "past year's usage." It's the last --

5 A. I was referring to the same time frame
6 that was in the invoice, 2010 through 2014.

7 Q. Okay. So that's -- that -- maybe
8 there's just a comma in the wrong place. Is that
9 the deal?

10 A. Yeah.

11 Q. So when you say "past year's," it
12 shouldn't be year singular, it should be past four
13 years?

14 A. That's correct.

15 Q. And the charge for the -- for
16 purchasing the pipeline, do you know if there was
17 an amount or did -- I know you said Ms. Howell was
18 working on an amount. Was there ever a figure?

19 A. I heard 5.25 million quite often.

20 Q. Okay. So going back to the invoices,
21 I'm sorry to do it, but on page 20 and 22, total
22 amount of those charges is roughly 2.7?

23 A. Um-hmm.

24 Q. Is that right?

1 A. (Indicates affirmatively.)

2 Q. So 2.7 was not the number that you
3 recall hearing, correct?

4 A. No. I had been told that it was going
5 to be 5.25 million was the amount that was going
6 to be requested by Orwell-Trumbull to be -- to
7 purchase the lines.

8 Q. And the -- do you know if the invoices
9 5001 and 5002 were paid?

10 A. No.

11 Q. They were not paid?

12 A. No.

13 Q. Do you know, in terms of linear feet or
14 yards or miles, how much pipeline Orwell-Trumbull
15 Pipeline Company owns?

16 A. I don't know off the top of my head,
17 but I know it's been provided in discovery.

18 Q. Do you know either on a percentage or
19 in terms of linear feet, yards or miles, how much
20 of Orwell-Trumbull Pipeline's transportation
21 system is two-inch gathering line?

22 A. I don't know off the top of my head,
23 but I believe it was answered in discovery.

24 Q. Okay. Orwell-Trumbull Pipeline, I

1 think you said, had a transportation agreement
2 with a school system?

3 A. Yes.

4 Q. Which school system was that?

5 A. Newbury Local Schools.

6 Q. And is that contract with Newbury, that
7 arrangement with Newbury Local Schools to provide
8 transportation service, is that reduced to
9 writing?

10 A. Yes.

11 Q. And is that transportation agreement
12 between Orwell-Trumbull Pipeline Company and
13 Newbury Local Schools filed with the PUCO?

14 A. Yes.

15 Q. I think we talked about the
16 Orwell-Trumbull Pipeline, Orwell Natural Gas,
17 Brainard 15-year contract that is in the exhibit
18 at Bates 25?

19 A. Um-hmm.

20 Q. I think you said to the best of your
21 knowledge, that contract between Orwell-Trumbull
22 Pipeline, Orwell and Brainard, that's been filed
23 with the Ohio Public Utilities Commission?

24 A. Yes.

1 Q. There was, I believe, a transportation
2 service agreement between Orwell-Trumbull Pipeline
3 and Great Plains Exploration. Is that right?

4 A. That's correct.

5 Q. Okay. Is that contract currently valid
6 and active?

7 A. Yes.

8 MR. DORTCH: Objection.

9 Go ahead and answer.

10 A. Yes.

11 Q. And to the best of your knowledge, is
12 that contract filed with the Public Utilities
13 Commission?

14 A. As far as I know, yes.

15 Q. Okay. And who were the other
16 transportation customers that transport on
17 Orwell-Trumbull Pipeline?

18 A. Gas Natural Resources is now operating
19 the John D. Oil and Gas Marketing contract.

20 Q. Okay.

21 A. I think that's it.

22 Q. And is there a contract between
23 Orwell-Trumbull Pipeline and Gas Natural Services?

24 A. No.

1 Q. Is there a contract between
2 Orwell-Trumbull Pipeline and John D. Oil and Gas
3 Marketing that was assigned perhaps to Gas Natural
4 Services?

5 A. No. It's operated by Gas Natural
6 Resources.

7 Q. I'm sorry. I constantly get these
8 names screwed up because some of them sound sort
9 of similar.

10 A. We're really original with the naming
11 of the companies.

12 Q. A lot of them seem to have some common
13 threads. So I apologize.

14 Gas Natural Resources, or GNR, do they
15 have a transportation contract with
16 Orwell-Trumbull Pipeline?

17 A. They operate under the John D. Oil and
18 Gas Marketing contract.

19 Q. Okay. So does John D. Oil and Gas
20 Marketing have a transportation agreement with
21 Orwell-Trumbull Pipeline?

22 A. Yes. That's being operated by Gas
23 Natural Resources.

24 Q. So perhaps John D. Oil and Gas

1 Marketing assigned their contract, their
2 transportation contract with Orwell-Trumbull
3 Pipeline to Gas Natural Resources -- do you know
4 that?

5 MR. DORTCH: Objection.

6 You can respond if you know the answer.

7 A. Yes. To the best of my knowledge, yes.

8 Q. Is that contract filed with the PUCO,
9 though?

10 A. As far as I know, yes.

11 Q. Okay. Do you know what the rate -- I
12 think you said that the rate for transportation
13 for Newbury Local Schools was 90 cents an Mcf?

14 A. That's correct.

15 Q. What is the rate under the John D. Oil
16 and Gas Marketing?

17 A. 50 cents an Mcf.

18 Q. Then the rate between Orwell-Trumbull
19 Pipeline and Orwell Natural Gas and Brainard is
20 now \$1.01?

21 A. Correct.

22 Q. And the rate between Orwell-Trumbull
23 Pipeline and Great Plains Exploration I believe
24 was 95 cents. Is it currently 95 cents?

1 A. Yes.

2 Q. In your own words, what accounts for
3 the fact that Gas Natural Resources/John D.
4 Marketing pays 50 cents for transportation and,
5 for example, Orwell Natural Gas/Brainard pays
6 double that amount?

7 MR. DORTCH: Objection.

8 Go ahead and answer if you can.

9 A. The tariff for Orwell-Trumbull does not
10 list an exact amount that, like a flat rate that
11 everybody should be charged.

12 Q. Correct.

13 A. And everything is by contract. The
14 marketing company was able to have customers
15 switch from Dominion that otherwise would not
16 increase the flow of the pipeline and help with
17 pressures by getting the bigger customers in. So
18 by allowing the cheaper transport, it helped them
19 get customers to switch from DEO to
20 Orwell-Trumbull.

21 Q. Okay. So I appreciate that. It was
22 essentially market conditions and business
23 considerations that account for the different
24 rate?

1 A. Yes.

2 Q. I understand that.

3 MR. YURICK: And Mike, if there are --
4 if there is information contained within this
5 deposition transcript that is competitively
6 sensitive and you would like to keep under seal, I
7 certainly, as the deposer, would be willing to
8 file a joint motion to keep that under seal --

9 MR. DORTCH: I appreciate it.

10 MR. YURICK: -- and keep that
11 information secured. I think it's important just
12 to sort of understand the landscape, but I'm not
13 trying to ruin anyone's business model.

14 Q. In terms of volumes, I'm not asking you
15 for specific volumes, who is Orwell-Trumbull
16 Pipeline's biggest customer?

17 A. Orwell Natural Gas.

18 Q. Who would be next up?

19 A. Gas Natural Resources.

20 Q. Okay. And third?

21 A. Great Plains Exploration.

22 Q. Then the schools would be?

23 A. Dead last.

24 Q. Dead last, okay.

1 MR. DORTCH: Mark, we've been going an
2 hour and 45 minutes.

3 MR. YURICK: Please.

4 MR. DORTCH: Are we at a good stop
5 break? If you wanted to push through for another
6 few minutes to finish up or something, fine.

7 MR. YURICK: No, no. I don't have a
8 ton more, but let's go ahead and take a break,
9 because I've got a little bit.

10 MR. DORTCH: Let's take a few.

11 (A short recess is taken.)

12 BY MR. YURICK:

13 Q. I wanted to ask you a question about
14 interrogatory 18, which is on Bates 219.

15 A. Okay.

16 Q. This is a three-part question. It
17 says: Referring to the response in OCC
18 interrogatory 4 -- which we talked a little bit
19 about earlier -- how was the understanding that
20 Orwell-Trumbull Pipeline Company would be
21 compensated for transport service upon a
22 contemplated purchase of the lines by Gas Natural
23 communicated to Orwell, how many taps Orwell made
24 off of Great Plains-OTP's two-inch gathering lines

1 or the gas lines extended from the taps and
2 two-inch gathering lines installed by Orwell
3 Natural Gas?

4 Do you see those questions?

5 A. Yes.

6 Q. The response to A is: Verbally by the
7 directors of Gas Natural to Richard Osborne.

8 Do you see that?

9 A. Yes.

10 Q. Okay. Now, is that the -- are you
11 referring to negotiations that occurred in
12 connection with Mr. Osborne's severance or some
13 other conversation?

14 A. Both -- multiple conversations.

15 Q. Okay. Now, were you present for those
16 conversations?

17 A. No.

18 Q. Okay. So you learned of those
19 conversations from Mr. Richard M. Osborne,
20 correct?

21 A. That's correct. And then I also had
22 been aware that it had been discussed while
23 working with Becky Howell.

24 MR. DORTCH: Let me add for the record

1 that these are the responses of the company.

2 These are not Jessica Carothers' individual
3 responses that you're referring to. These are the
4 responses of the company, to the discovery
5 requests that were served upon it.

6 Q. Okay. I appreciate that.

7 The answer to question B, how many taps
8 has Orwell made off of Great Plains-OTP's two-inch
9 gathering lines: 22 metered stations and 58 farm
10 taps.

11 Do you see that answer?

12 A. Yes.

13 Q. And I guess I should ask you, is that
14 answer yours? Did you count them?

15 A. That's based off of the detail of the
16 invoices that I provided, 5001 and 5002.

17 Q. Okay. When you say that Orwell has
18 tapped off the Great Plains OTP two-inch gathering
19 lines, could you explain what "tapped" means for
20 the record?

21 A. Places where an intersect has been made
22 on behalf of the pipeline, Orwell-Trumbull
23 Pipeline, to serve gas to Orwell Natural Gas.

24 Q. Okay. So -- and the farm taps, could

1 you explain what you mean by the farm taps?

2 A. The farm taps is where there's direct
3 taps on the line to a customer.

4 Q. Okay. So Orwell-Trumbull Pipeline owns
5 a pipeline company and Orwell Natural Gas, who
6 distributes gas, has connected through 22 metered
7 stations and 58 farm taps to serve their customers
8 essentially using OTP's two-inch gathering lines
9 as part of Orwell Natural Gas's distribution
10 system. Is that your understanding?

11 A. Yes.

12 Q. Okay. Drawing your attention again to
13 the contract on -- that starts on page 25, Bates
14 page 25 of Carothers Deposition Exhibit 1, the --
15 I'm sorry, if I could -- yeah.

16 On Bates 27, if you go to -- these are
17 the definitions of the contract. If you go to Q,
18 it says: OTP system shall mean the intrastate
19 pipeline system owned by OTPC. Is that right?

20 A. Correct.

21 Q. So when Q defines the OTP system as the
22 system owned by OTPC as of the date of this
23 transportation contract, that system would mean --
24 would include the two-inch gathering lines. Is

1 that right?

2 A. Correct.

3 MR. DORTCH: Objection.

4 Go ahead and answer.

5 A. Correct.

6 Q. Okay. And if you look at Bates page
7 34, Exhibit A, it says OTPC Gas Transmission LLC,
8 and it defines the OTP Gas Transmission LLC as all
9 pipelines owned by OTPC located in northeast Ohio.

10 Do you see that?

11 A. Yes.

12 Q. And that would include the gathering
13 lines, correct?

14 MR. DORTCH: Objection.

15 Go ahead and answer.

16 A. Yes.

17 MR. YURICK: Okay. If I could -- I
18 hate to break again so soon, but if I could have
19 five, ten minutes with some of my co-defendants to
20 confer, I may be done.

21 MR. DORTCH: Yes, you may.

22 (A short recess is taken.)

23 MR. YURICK: Ma'am, I'm done with my
24 questions for you at this point. So I think the

1 Consumers' Counsel may want to ask you some
2 questions, but I'm done. And you hung in there
3 like a real trooper, so I really appreciate it.

4 THE WITNESS: Thank you.

5 - - - - -

6 CROSS-EXAMINATION

7 BY MR. KUMAR:

8 Q. For the record, my name is Ajay Kumar.
9 I'm an attorney with the Ohio Consumers' Counsel.
10 All the things that Mark said at the beginning, if
11 you need a break, if you did not understand a
12 question, still applies. So just let us know if
13 you need anything.

14 A. Yes.

15 Q. But otherwise, I'll get started.

16 I'm just going to go back to the
17 beginning. When you described your educational
18 background, when you were at Ohio State, Columbus
19 State, or currently -- is it Oakland Community
20 College?

21 A. Lakeland.

22 Q. Lakeland, sorry.

23 A. It's okay.

24 Q. Did you take any accounting courses?

1 A. No.

2 Q. Energy courses?

3 A. No.

4 Q. Finance courses?

5 A. No.

6 Q. Do you have any specific training to
7 managing utilities?

8 A. My experience with the pipeline.

9 Q. Have you attended any NARUC-sponsored
10 training? And I believe that stands for the
11 National Association of Regulatory Utility
12 Commission?

13 A. No.

14 Q. Have you attended Michigan State's or
15 any other regulatory or rate schools?

16 A. No.

17 Q. Okay. You stated before that you --
18 and I apologize if any of these might seem a
19 little duplicative of what Mark has asked you, but
20 sort of creating a little foundation sometimes.

21 You report directly to Mr. Osborne?

22 A. That's correct.

23 Q. Did you always report directly to
24 Mr. Osborne?

1 A. I had past managers as well, but at
2 this time, I only direct -- directly report to
3 Mr. Osborne.

4 Q. While you were working at
5 Orwell-Trumbull Pipeline, or OTP, who else did you
6 report to before Mr. Osborne?

7 A. There's time periods where I reported
8 to Marty Whelan, Steve Williams, and Rebecca
9 Howell.

10 Q. Okay. And does anyone report to you
11 currently?

12 A. Yes.

13 Q. Could you name them, please?

14 A. Jamie Sadler, Brian Wollet, Keith
15 Krejci, the -- Elliott Duly is our operations
16 manager. I don't consider him reporting to me.
17 We work together and report with each other to
18 Mr. Osborne. And then our field workers as well,
19 field operators.

20 Q. For those specific individuals you
21 named, do you have their titles?

22 A. Brian Wollet is the gas analyst. Jamie
23 Sadler is the bookkeeper. Keith Krejci is the GIS
24 analyst. And then as I said, Elliott Duly is the

1 operations manager. And then there's a field
2 operator for each one of our systems.

3 Q. Okay. Do you know who else reports to
4 Richard Osborne?

5 A. Too many to count.

6 Q. Did you ever report to Steve Rigo?

7 A. No.

8 Q. Under what circumstances did you report
9 to Marty Whelan?

10 A. Marty Whelan was -- used to operate as
11 far as he was the operations manager for both
12 Cobra Pipeline and Orwell-Trumbull Pipeline,
13 honestly, until Mr. Osborne was removed from the
14 Gas Natural in 2014.

15 Q. Do you know who the current president
16 of OTP is?

17 A. Rick Osborne.

18 Q. Do you know -- you mentioned earlier
19 that you do some work for Lakeshore Gas Storage?

20 A. Yes.

21 Q. Do you know what the business of
22 Lakeshore Gas Storage is?

23 A. It is a storage facility that --
24 underground storage facility that was originally a

1 production field operated by Dominion. We
2 purchased it back in 2008. And it's not
3 operational, everything is shut in. But it has
4 the capability of storing natural gas.

5 Q. Does Lakeshore Gas Storage company have
6 any customers currently?

7 A. No.

8 Q. Now, it's your understanding that
9 Orwell-Trumbull Pipeline is a separate company
10 from Great Plains Exploration?

11 A. Correct.

12 Q. And upon what, I guess, do you base
13 that fact or what knowledge?

14 A. They're owned separately.

15 Q. Okay. Fair enough. Sorry. Sort of an
16 odd question.

17 Do you know how separation is
18 maintained between the two companies?

19 A. They operate completely separate.
20 They're on different tariffs. They're owned by
21 different entities.

22 Q. Have you ever done work for Great
23 Plains Exploration?

24 A. Just clerical work.

1 Q. And are there shared employees between
2 Great Plains Exploration and Orwell-Trumbull
3 Pipeline?

4 A. No.

5 Q. So each company has different sets of
6 employees?

7 A. Correct.

8 Q. Do you know when Orwell-Trumbull
9 Pipeline was founded?

10 A. I believe it's 2006.

11 Q. And where are their business offices?

12 A. 3511 Lost Nation, Willoughby, Ohio.

13 Q. And who owns Orwell-Trumbull Pipeline?

14 A. Richard Osborne, and there's a small
15 percentage owned by FCCC Company.

16 Q. Has that ownership remained constant
17 over the years?

18 A. Yes.

19 Q. Do you know roughly how many employees
20 there are at Orwell-Trumbull Pipeline?

21 A. That are on the payroll or actually do
22 work for the pipeline?

23 Q. Both.

24 A. There are four of us that actually do

1 work for the pipeline, whether it's accounting or
2 operations. And then there's -- there's probably
3 another ten that go through the payroll. And then
4 the cost of payroll is allocated to each company
5 through bookkeeping.

6 Q. So there are six employees who don't do
7 work for Orwell-Trumbull Pipeline but have payroll
8 through Orwell-Trumbull Pipeline?

9 A. No. I don't know the exact number
10 offhand. I think there's 14 people on the payroll
11 altogether. There's ten that don't do work for
12 Orwell-Trumbull and then there's four that do
13 either operations or bookkeeping.

14 Q. So for the individuals who are on
15 Orwell-Trumbull Pipeline's payroll but don't do
16 work for Orwell-Trumbull Pipeline, do you know who
17 they do their work for?

18 A. They do work for Cobra Pipeline, the
19 other companies of Richard Osborne.

20 Q. Okay. And then they allocate their
21 time accordingly?

22 A. That's correct.

23 Q. Okay. Do you know when Great Plains
24 Exploration was founded?

1 A. I don't.

2 Q. Do you know where their business
3 offices are?

4 A. Right now they're at 7001 Center Street
5 in Mentor, Ohio.

6 Q. Okay. And who owns Great Plains
7 Exploration?

8 A. They're in trusteeship.

9 Q. Okay.

10 A. In the Bankruptcy Court of
11 Pennsylvania.

12 Q. And who had previously owned Great
13 Plains Exploration?

14 A. Richard Osborne.

15 Q. Do you know how many employees there
16 currently are of Great Plains Exploration?

17 A. No.

18 Q. This is going to get a little confusing
19 because we did our exhibits a little differently
20 than Mark.

21 A. It's okay.

22 MR. KUMAR: So here, I'm going to call
23 this, I guess -- I have three copies, but you've
24 already seen this. I think it should be in your

1 binder, but it's -- we'll call this OCC Exhibit 1.

2 MR. DORTCH: May I suggest we make this
3 Carothers Exhibit 2?

4 MR. KUMAR: That works, too.

5 - - - - -

6 Thereupon, Carothers Exhibit 2 is marked
7 for purposes of identification.

8 - - - - -

9 BY MR. KUMAR:

10 Q. Now, I've given you what we've marked
11 as Carothers Exhibit 2. And I believe these are
12 the invoices 5001 and 5002 that we've previously
13 discussed with Mark.

14 A. Correct.

15 Q. These invoices describe a series of
16 two-inch gathering lines that we've already
17 discussed at a certain length, but I have a few
18 more questions.

19 Now, gas has been delivered through
20 these two-inch gathering lines since 2008. Is
21 that true?

22 A. Even before that date, yes.

23 Q. And has gas been delivered to Orwell
24 through these gathering lines since 2008?

1 A. Even before that, yes.

2 Q. And by Orwell, I mean Orwell Natural
3 Gas.

4 A. Yes.

5 Q. On these two specific invoices, who
6 determined the gas volumes to include in these two
7 invoices?

8 A. Mr. Osborne asked that I put together
9 all of the meters that are off of the two-inch
10 lines. So I put that together and he approved
11 them.

12 Q. If you'll bear with me, I think I have
13 a few questions about those meters specifically.

14 A. Okay.

15 Q. So is there a meter when the -- between
16 the non two-inch lines that OTP owns and the
17 two-inch lines?

18 A. No.

19 Q. So there is a meter from -- at the
20 beginning of the OTP distribution system?

21 A. Yes.

22 Q. And then there's a meter once it goes
23 to the -- once they're at the end of the two-inch
24 lines?

1 A. There is metering at any point where
2 gas comes into the system and there's metering at
3 any point where gas is coming off of the system.

4 Q. Okay. So these two-inch gathering
5 lines are part of OTP's system and there's no
6 metering between when it goes from the larger
7 pipelines to the two-inch?

8 A. That's correct.

9 Q. Okay. So when Orwell makes a tap off
10 those two-inch lines, they will set a meter on the
11 line before they extend their main to that
12 two-inch line?

13 A. When gas is turned on, there is a meter
14 there before gas is moved off that point.

15 Q. Um-hmm.

16 A. So it can be installed at multiple
17 times as far as when the actual tap is made, but
18 once gas flows, we make sure that we can measure
19 the volumes at that time.

20 Q. So when the gas moves off the two-inch
21 gathering lines to Orwell's system, there is a
22 meter that is owned by Orwell at that point?

23 A. Yes.

24 Q. Okay. Now, on these invoices, who

1 determined the rates to charge for the volumes in
2 those invoices?

3 A. Rick Osborne.

4 Q. Who determined the years that the
5 invoices would cover?

6 A. Rick Osborne.

7 Q. And you sent the -- you prepared and
8 sent the actual invoices to Orwell. Isn't that
9 true?

10 A. Correct.

11 Q. Did someone tell you to send those
12 invoices?

13 A. Rick Osborne.

14 Q. Now, both of these invoices are dated
15 September 8, 2014.

16 A. Yes.

17 Q. Why did OTP decide to bill Orwell for
18 those charges on September 8, 2014?

19 A. Mr. Osborne was removed from Gas
20 Natural in 2014. Prior to him being removed, he
21 had been promised that these lines were going to
22 be bought by Gas Natural for multiple reasons.
23 And once he left the company, he had negotiated a
24 severance to complete that since it hadn't been

1 done while he was still in a director's position.
2 And once those negotiations fell apart, he was
3 looking for compensation for the usage of those
4 lines over the past years.

5 Q. So that, I guess, is what triggered the
6 sending of these was the severance of Mr. Osborne?

7 A. In -- in the form of these invoices,
8 yes.

9 Q. Do you know why Orwell wasn't billed
10 transportation charges on these two-inch lines on
11 a monthly basis similar to how monthly
12 transportation charges are billed for the use of
13 OTP's other lines?

14 MR. DORTCH: Objection.

15 Go ahead and respond if you can.

16 A. Do you mean why weren't they being
17 billed month by month or why did I total them by
18 year?

19 Q. Why weren't they being billed month by
20 month before September 2014?

21 A. Because it was always -- from what
22 Mr. Osborne had informed me, it was always the
23 intention that he would be compensated for those
24 lines at the time of the sale of the lines to Gas

1 Natural. So he had never sought any payment
2 prior.

3 Q. Do you know whether Orwell had paid for
4 the use of these gathering lines as part of any
5 monthly bills in the past?

6 A. They were on the regular transport
7 invoices.

8 Q. Now, specifically about these two-inch
9 gathering lines, do we know who installed or
10 constructed these two-inch gathering lines?

11 A. They were -- the majority of them were
12 done when Mr. Osborne owned all of the companies
13 privately. So you would have people from multiple
14 companies doing the work together. So I wouldn't
15 say it was done under just one entity.

16 Q. Do you know which entity paid for the
17 construction of those two-inch gathering lines?

18 A. The same -- there was -- there were
19 multiple private companies that worked together.

20 Q. And are all of the two-inch gathering
21 lines continuous?

22 A. No.

23 Q. Are there maps of the two-inch
24 gathering lines?

1 A. Yes.

2 Q. Do you know who created these maps?

3 A. They were GPSed over years of
4 installation, and then they were uploaded to the
5 system by past GIS guys. Like Tim Riley used to
6 upload information, Keith Krejci uploads
7 information into our mapping systems.

8 Q. And is there someone who maintains and
9 updates these maps currently?

10 A. Keith Krejci.

11 Q. I'm sorry, I'm going to backtrack a
12 little bit here. You remember when I asked you
13 about the construction and who paid for the
14 construction of those two-inch gathering lines?

15 At the time of the construction,
16 Richard Osborne owned Orwell Natural Gas, Brainard
17 and Northeast as well?

18 A. Yes.

19 Q. Did those companies have a part in the
20 construction and funding of the two-inch gathering
21 lines?

22 A. Not that I am aware of.

23 Q. And the two-inch gathering lines, they
24 were originally built to -- for what purpose were

1 they originally built?

2 A. To move the production of the gas wells
3 to market.

4 Q. Do you know who currently provides
5 maintenance and/or repair service on the two-inch
6 gathering lines?

7 A. Orwell-Trumbull Pipeline.

8 Q. And Orwell-Trumbull Pipeline is also
9 the current owner of all those two-inch gathering
10 lines?

11 A. That is correct.

12 Q. Before Orwell-Trumbull Pipeline owned
13 those two-inch gathering lines, was there a
14 contract to provide maintenance or perform service
15 to those two-inch gathering lines?

16 MR. DORTCH: Objection.

17 Go ahead and answer if you can.

18 A. Prior to Orwell-Trumbull operating
19 those lines, it was operated by a company called
20 -- it was referred to as the Little Inch. That
21 was before my time with Rick. And the only thing
22 I really have to base that on are past memos and
23 things like that, and I never saw anything. But I
24 don't know firsthand.

1 Q. And who pays for -- who currently pays
2 for the maintenance and repairs on those two-inch
3 gathering lines?

4 A. Orwell-Trumbull.

5 Q. Okay. How are those two-inch gathering
6 lines distinguished from the larger OTP
7 transmission lines?

8 A. What do you mean?

9 Q. Is there any distinction made between
10 the two-inch gathering lines and the larger
11 transmission system of OTP?

12 A. Just that they're different lines.
13 There's no distinction as far as measurement or
14 things like that. We know what's put into the
15 ground and it's mapped. And that's how we were
16 able to determine which volumes to include in the
17 invoice.

18 Q. I guess this also sort of goes to that.
19 What is your understanding, I guess, of the
20 difference between the gathering lines and
21 distribution lines and any intrastate transmission
22 lines?

23 MR. DORTCH: Objection.

24 Go ahead and respond, if you can.

1 A. All of Orwell-Trumbull is operated
2 under the PUCO as high-pressure distribution. We
3 consider them gathering lines. But as far as what
4 the PUCO and public safety compliance-wise goes
5 and what we have to report to the PUCO, it's all
6 considered high-pressure distribution.

7 MR. KUMAR: I'm going to call this
8 Carothers Exhibit 3.

9 - - - - -

10 Thereupon, Carothers Exhibit 3 is marked
11 for purposes of identification.

12 - - - - -

13 BY MR. KUMAR:

14 Q. Now this is a copy of the agreement
15 that Orwell-Trumbull Pipeline has with the Newbury
16 Local Schools.

17 A. Correct.

18 Q. Can you explain the process of how gas
19 is delivered into OTP's system on behalf of
20 Newbury schools and if any other pipelines are --
21 actually just -- can you explain the process of
22 how gas is delivered into OTP's system for Newbury
23 Local Schools?

24 A. Yes.

1 MR. DORTCH: Objection.

2 Go ahead and answer.

3 A. Gas is nominated and allocated at the
4 Cobra/Orwell Trumbull interconnect. Currently
5 it's being supplied by Sequent Energy. They have
6 a contract across Cobra Pipeline. The monthly
7 volumes are measured on Orwell-Trumbull at the
8 metering station. They receive full credit for
9 gas transported against Orwell-Trumbull and the
10 imbalance of what is received on Cobra less shrink
11 is compared to what their usage was on
12 Orwell-Trumbull. And then their rates are charged
13 accordingly per system.

14 Q. Do you know if any other pipelines are
15 involved in order to transport gas to Newbury
16 Local Schools?

17 A. It comes across the Cobra Pipeline,
18 Orwell-Trumbull Pipeline, and gas is received off
19 of Columbia.

20 Q. And I believe you said the gas is
21 acquired from Sequent Energy?

22 A. Yes.

23 Q. Are they a marketer?

24 A. Yes.

1 Q. So Orwell does not own the gas that's
2 going to Newbury Local Schools, does it?

3 A. No.

4 Q. If Orwell doesn't own the gas, should
5 the gas volumes for Newbury Schools be included on
6 a bill to Orwell?

7 A. No.

8 Q. Should any transportation volumes that
9 are not owned by Orwell be included on a bill to
10 Orwell?

11 A. No.

12 Q. If you could turn back to, I guess,
13 Carothers Exhibit 1.

14 Are there any other transport -- excuse
15 me, Carothers Exhibit 2. I apologize.

16 Are there any other transportation
17 customers on this bill other than Orwell?

18 A. Yes. The John D., Lake West. There's
19 a couple of John D. Oil and Gas Marketing/Gas
20 Natural Resources that shouldn't be on there.

21 Q. I'm sorry. I'm just trying to clarify.
22 So all these that are transport volumes should not
23 be included on here?

24 A. Correct.

1 Q. Okay. So I think we've already been
2 through it maybe a few times, but OTP meters the
3 gas after it leaves the two-inch gathering lines?

4 A. Yes. It's measured going off of the
5 lines.

6 Q. It's measured by -- those are Orwell's
7 meters that meter that gas?

8 A. Yes.

9 Q. Okay. Sorry if it's taking a while.
10 I'm trying not to duplicate any questions that
11 have already been asked.

12 A. It's okay.

13 Q. So the two-inch gathering lines, those
14 are wholly owned currently by OTP?

15 A. Yes.

16 Q. And OTP is owned in majority by Rick
17 Osborne and partially a certain percentage is
18 owned by that FCCC, LLC?

19 A. Correct.

20 Q. Does -- so Great Plains Exploration
21 does not currently have any ownership interest in
22 those two-inch gathering lines?

23 A. That's right.

24 MR. KUMAR: And I believe this will be

1 marked Carothers Exhibit 4 and this as Exhibit 5.

2 - - - - -

3 Thereupon, Carothers Exhibits 4 and 5 are
4 marked for purposes of identification.

5 - - - - -

6 BY MR. KUMAR:

7 Q. And for the record, Carothers Exhibit 4
8 is interrogatory 20 from the second set of the
9 14-654 case. And Carothers Exhibit 5 is the
10 severance agreement from the second set of OCC
11 questions in the 14-654 case. It's, I believe,
12 response for production number 6.

13 Now, in response to this interrogatory,
14 the company, as in OTP, provided Carothers Exhibit
15 5, which is a copy of the severance agreement
16 between Richard Osborne and Greg Osborne.

17 A. Correct.

18 Q. Is this a true and accurate copy of
19 that severance agreement?

20 A. It's -- it was converted into Word. We
21 have it handwritten with signatures as well. And
22 yes, it is an exact replica of what was
23 handwritten.

24 Q. So the severance agreement was

1 originally handwritten?

2 A. Correct.

3 Q. And it was subsequently converted to
4 Word. And this is a word-for-word typing of that
5 original handwritten agreement?

6 A. That is correct.

7 Q. Okay. Can you point to language in the
8 severance agreement that is Exhibit 5 that spells
9 out the understanding that OTP would be
10 compensated for the transport service upon a
11 contemplated purchase of the lines by Gas Natural?

12 A. Trade Great Plains pipelines for Newton
13 Falls assets subject to regulatory approval and
14 board approval.

15 Q. And what is your basis for your
16 understanding of this agreement?

17 A. What do you mean?

18 Q. How did you first learn about this
19 agreement?

20 A. I actually became aware of it when I
21 was being deposed in another lawsuit.

22 Q. Okay. Did you gain any of your
23 understanding of this agreement from discussions
24 with Rick Osborne?

1 MR. DORTCH: Objection.

2 Go ahead and answer.

3 A. Yes. But I have -- I have the actual
4 agreement myself as well.

5 Q. Do you know if anyone else participated
6 in the discussions regarding the severance of
7 Mr. Osborne and the formation of this agreement?

8 A. As far as I'm aware, it was between the
9 two of them. I know that it was discussed with
10 the board and I can assume others, but beyond
11 that, I don't know.

12 Q. Do you know if Rick Osborne discussed
13 this agreement with anyone else at the companies?

14 A. I can't --

15 MR. DORTCH: Objection.

16 Go ahead and answer.

17 A. I can't speak to what Mr. Osborne did.

18 Q. Do you know if the GNI's board approved
19 this agreement?

20 A. I'm not aware.

21 Q. But this agreement was signed by both
22 Gregory Osborne and Richard Osborne?

23 A. That's correct.

24 MR. KUMAR: I have another exhibit for

1 us. This is going to be Carothers Exhibit 6.

2 - - - - -

3 Thereupon, Carothers Exhibit 6 is marked
4 for purposes of identification.

5 - - - - -

6 BY MR. KUMAR:

7 Q. Now, in response, this is -- for the
8 record, this is 14-654, the third set of
9 interrogatories, number 40. And in part D of this
10 interrogatory, you answered: When Mr. Osborne was
11 still CEO of Gas Natural, he was aware that Gas
12 Natural did not yet have the capital to purchase
13 the lines. He agreed to allow the ONG customer
14 growth off of the lines with the intention that he
15 would be compensated after the lines were
16 purchased by Gas Natural.

17 A. Correct.

18 Q. Does Orwell-Trumbull Pipeline benefit
19 from Orwell growing its customer base?

20 A. Yes.

21 Q. Does Orwell-Trumbull Pipeline benefit
22 by Orwell growing its customer base by providing
23 services to new customers off those two-inch
24 gathering lines?

1 A. Yes.

2 Q. So I guess when Orwell serves new
3 customers off those two-inch gathering lines, more
4 gas flows through OTP and OTP gains a benefit?

5 A. Yes.

6 Q. Okay. Is that why Orwell was
7 authorized to tap the two-inch gathering lines?

8 A. Orwell was allowed to tap the two-inch
9 gathering lines because Rick was involved on both
10 sides at the time. Obviously, if Orwell grew,
11 then that was good for that company; and then if
12 Orwell-Trumbull grew because of additional
13 customers, that was good.

14 But there is also a hindrance to the
15 production and to the flexibility of pressures on
16 the lines when you have additional customers being
17 added to a very small capacity of pipeline. So
18 you have the two-inch lines that may not be able
19 to serve as much as the ten-inch line or an
20 eight-inch line, and often production gets shut in
21 and things like that because the gas has to get to
22 the customers first.

23 Q. Can Orwell receive gas from the
24 two-inch gathering lines that does not go through

1 the rest of OTP's system?

2 A. No. Well, I take that back. Sorry.
3 The production would come in. So you can receive
4 the gas from the production. But there's no
5 other, like major receipt points on the two-inch
6 lines. There's only two receipt points on
7 Orwell-Trumbull that are beyond the production
8 wells, and those are on main trunk lines, not
9 two-inch lines.

10 Q. Okay. So if Orwell grows its customer
11 load from the taps off the two-inch gathering
12 lines, then the gas to serve those new customers
13 must be transported on OTP's system?

14 A. Correct.

15 MR. KUMAR: I have a lot of exhibits.
16 Sorry.

17 - - - - -

18 Thereupon, Carothers Exhibit 7 is marked
19 for purposes of identification.

20 - - - - -

21 BY MR. KUMAR:

22 Q. For the record, these are 14-654, the
23 second set of interrogatories, interrogatory 18
24 and interrogatory 19.

1 In interrogatory 19, you state that
2 dates and terms of certain communications are no
3 longer in possession or no longer known to
4 Orwell-Trumbull Pipeline -- sorry.

5 I'm going to restart that question
6 because it's a little confusing.

7 Interrogatory 18, part A refers to
8 certain communications between Orwell-Trumbull
9 Pipeline and Orwell.

10 A. Right.

11 Q. And you say that the specific dates --
12 in interrogatory 19 you state the specific dates
13 and terms of those communications are no longer
14 known to Orwell-Trumbull Pipeline.

15 Do you know why those -- the specific
16 dates and terms of those communications are no
17 longer known to OTP?

18 A. I responded first on behalf of the
19 company. I was not there for -- for them. As it
20 continues, Rebecca Howell, who was responsible for
21 Orwell-Trumbull for some time would have been
22 aware and she was involved in calculating the
23 value. And she's no longer with the company, so I
24 cannot ask her.

1 Q. So it's because Ms. Howell left the
2 company that you no longer have access to those,
3 correct?

4 A. To exact dates, yes.

5 Q. Okay. Do you know if Richard Osborne
6 was aware of the communications?

7 A. Yes.

8 Q. So was he aware of those
9 communications?

10 A. Yes.

11 Q. Okay. Did he participate in those
12 communications?

13 A. Yes.

14 Q. How do you know that Mr. Osborne was
15 aware and participated in those communications?

16 A. Because he told me.

17 MR. KUMAR: Fair enough.

18 I believe this is going to be Carothers
19 Exhibit 8.

20 - - - - -

21 Thereupon, Carothers Exhibit 8 is marked
22 for purposes of identification.

23 - - - - -

24 BY MR. KUMAR:

1 Q. And for the record, this is from the
2 14-654 case, the third set of interrogatories,
3 number 47. And this says: OTP agrees that any
4 shrinkage cost on the pipeline that occurs -- that
5 the pipeline incurs is included in the 95 cents
6 per Mcf commodity rate. Is that true?

7 A. The shrink doesn't -- you're not
8 charged, like a rate for shrink. It's included in
9 the sense that shrink is retained off of receipt
10 volumes. So when you deliver a certain amount
11 into the system at a receipt point, the company
12 retains the amount of shrink. And then when you
13 have your delivered volumes, which you're charged
14 the 95 cent rate, that's when it's included. It's
15 not like an additional measured charge.

16 Q. So I think I understand that.

17 But so any shrinkage that occurs is
18 included in that 95 cent per Mcf commodity rate?

19 A. It doesn't have anything to do with the
20 transport rate. It's included in the delivered
21 volumes.

22 Q. Do you know how the shrinkage rate is
23 calculated?

24 A. Yes. As stated in the contract,

1 shrinkage is determined on an annual basis of
2 unaccounted for or line loss. We calculate it
3 when we do our annual reports to the PUCO and
4 that's how the percentage is determined.

5 (Mr. Margard is leaving.)

6 Q. So the methodology for calculating
7 shrinkage has been filed with the PUCO?

8 A. Yes.

9 MR. KUMAR: All right. I'm going to --
10 I believe this is going to be Carothers Exhibit 9.

11 - - - - -

12 Thereupon, Carothers Exhibit 9 is marked
13 for purposes of identification.

14 - - - - -

15 BY MR. KUMAR:

16 Q. And for the record, this is from the
17 15-637 case, the first set of -- responsive
18 documents number 1. It's a 2008 contract between
19 OTP and Orwell. I think we've already used this
20 before.

21 A. Um-hmm.

22 Q. Could you -- do you know where in this
23 document it provides for the shrinkage rate
24 between Orwell-Trumbull Pipeline and Orwell?

1 MR. DORTCH: Objection.

2 Go ahead.

3 A. On page 4, shrinkage is defined and
4 then the percentage is set forth in Exhibit B.
5 And it just says to be determined. And we
6 determine that on an annual basis.

7 Q. Is the fact that it's determined on an
8 annual basis in the -- in this contract?

9 A. No. But we determine it with the PUCO
10 on an annual basis, so that's where that logic
11 comes from.

12 Q. How is that communicated to the -- to
13 Orwell?

14 A. On their invoice.

15 Q. When was the fact that shrinkage was
16 calculated on an annual basis communicated to
17 Orwell?

18 A. When we all worked together and -- in
19 the same team logic.

20 (A discussion is held off the record.)

21 BY MR. KUMAR:

22 Q. So you stated previously that it was
23 determined when you all worked together.

24 A. Correct.

1 Q. So was it determined verbally or was
2 anything ever put into writing?

3 A. To be honest, I don't know if it's been
4 put into writing. I'm sure it's been in emails,
5 but I don't have any that I can refer to with me
6 right now.

7 Q. Was it ever submitted as an amendment
8 to the contract?

9 A. No. It didn't need to be.

10 Q. Do you know who actually determined --
11 who from the pipeline would have communicated to
12 the distribution utilities that the shrinkage was
13 determined on an annual basis?

14 MR. DORTCH: Objection.

15 Go ahead and answer if you can.

16 A. I don't know offhand. I may have even
17 had emails with them in previous years. I didn't
18 know to look. I'd be happy to. But I don't know
19 at this time.

20 Q. So it would have been set forth in
21 emails between the Orwell-Trumbull Pipeline --

22 MR. DORTCH: Objection. That's not
23 what she testified. She said she doesn't know.
24 She believes that there would be emails.

1 Q. Is it possible it would have been set
2 forth in emails between the two companies?

3 A. Yes.

4 Q. So you said that the annual shrinkage
5 rate is updated -- the shrinkage rate is updated
6 annually?

7 A. Yes.

8 Q. Has it ever been changed from 3.7
9 percent?

10 A. I think it's been pretty consistent
11 over the last several years.

12 Q. So it -- has it -- do you know by how
13 much it's varied?

14 A. As far as I know, it's been consistent
15 the last several years.

16 Q. So it's been 3.7 percent for the last
17 several years?

18 A. As far as I know, yes.

19 Q. Okay. We might come back to that.

20 Turn back to what has been previously
21 marked as Exhibit 9. What was your involvement in
22 the negotiation of this contract between Orwell
23 and Orwell-Trumbull Pipeline?

24 A. I did not have involvement in the

1 contract.

2 Q. Did you have any role in the
3 negotiations of this contract?

4 A. No.

5 Q. How was the information in this
6 contract communicated to you?

7 MR. DORTCH: Objection. I mean,
8 certainly she can read the contract, but -- let me
9 think for a minute here. Maybe I'm just -- okay.

10 I'm going to allow you to answer the
11 question. You cannot, however -- I do not wish
12 you to answer the question if you have discussed
13 this contract with counsel for the company. I
14 don't want you to disclose anything that you
15 discussed with counsel or any questions that you
16 asked of counsel. But you can talk about what you
17 know about the contract generally --

18 (Siren interruption.)

19 MR. DORTCH: Well, we're getting a
20 warning. I don't know what it's about yet.

21 (A discussion is held off the record.)

22 BY MR. KUMAR:

23 Q. Before the fire alarm went off, we were
24 discussing this Exhibit 9, the 2008 contract.

1 A. Yes.

2 Q. And I believe there was a question
3 about who have you had discussions with the
4 contract about. Who have you had discussions with
5 about the contract?

6 MR. DORTCH: Same objection as before.
7 You can go ahead and answer.

8 A. I don't really know what to say. I
9 know the contract from operating at
10 Orwell-Trumbull for a number of years. I've been
11 in discussions over certain points with Orwell
12 Natural Gas, as far as the terms and agreements in
13 it, along with when we were discussing the price
14 increase.

15 Q. And who made the final decision for
16 Orwell-Trumbull Pipeline to enter into the
17 contract?

18 MR. DORTCH: Objection.
19 If you know.

20 A. Steve Rigo signed on behalf of
21 Orwell-Trumbull.

22 Q. And do you know who made the final
23 decision for Orwell to enter into the contract?

24 MR. DORTCH: Objection.

1 If you know.

2 A. Tom Smith signed on behalf of Orwell.

3 Q. And has Tom Smith ever had any -- has
4 Tom Smith ever held any positions with Orwell?

5 (Siren Interruption.)

6 Q. Has Tom Smith ever held any positions
7 with Orwell-Trumbull Pipeline?

8 A. Yes.

9 Q. You say that -- so Steve Rigo and Tom
10 Smith signed on behalf of the respective parties
11 in the agreement. Do you know who made the final
12 decision to enter into those -- that contract?

13 MR. DORTCH: Objection. Asked and
14 answered.

15 And what do you mean by "final
16 decision"?

17 Q. Did anyone from -- did anyone else from
18 the companies participate in making the decision
19 to enter into that contract?

20 A. I can tell by the way that the contract
21 was signed as to who was signing it and who was
22 making decisions as part of the company. It was
23 signed before I started working for
24 Orwell-Trumbull, so anything beyond that would be

1 speculation.

2 MR. KUMAR: I'm sorry. Did we get an
3 answer to the question whether or not Tom Smith
4 worked for Orwell-Trumbull Pipeline?

5 MR. DORTCH: Yes. She --

6 (The record is read back as requested.)

7 Q. What position did Tom Smith hold with
8 Orwell-Trumbull Pipeline?

9 A. He was a director.

10 Q. Do you know why there was a 15-year
11 term on the contract?

12 A. From what has been explained to me, it
13 was so that -- the process of growing
14 Orwell-Trumbull absolutely relies on Orwell
15 Natural Gas. If Orwell Natural Gas is not a
16 customer, there's really no point to
17 Orwell-Trumbull. So for the company to make that
18 commitment to grow the pipeline in the manner that
19 it did, it needed a long-term commitment from the
20 utility saying that they would work together.

21 Q. Do you know why it was an exclusive
22 right to transport gas for Orwell?

23 A. For the same reason that it was a
24 15-year contract. If they built this pipeline up

1 and then they decided to use another pipeline,
2 then there would be no purpose for
3 Orwell-Trumbull. The majority of its volumes
4 are -- transported are Orwell customers.

5 Q. At the time the agreement was executed,
6 do you know how much shrinkage was being withheld
7 from gas being transported on OTP?

8 A. No, I don't know.

9 MR. DORTCH: Objection.

10 Go ahead.

11 A. I don't know.

12 Q. Do you know if there was any shrinkage
13 that was being withheld?

14 MR. DORTCH: Objection.

15 Go ahead and answer.

16 A. I don't know.

17 Q. This 2008 contract actually replaces a
18 contract that was signed on January 1st, 2006
19 between OTP and Orwell.

20 A. Correct.

21 Q. Are you aware of that contract?

22 A. Yes.

23 MR. KUMAR: I believe this is going to
24 be Exhibit 10.

1 - - - - -

2 Thereupon, Carothers Exhibit 10 is marked
3 for purposes of identification.

4 - - - - -

5 BY MR. KUMAR:

6 Q. For the record, this is a copy of the
7 2006 contract between Orwell-Trumbull Pipeline and
8 Orwell Natural Gas.

9 To your knowledge, is this a -- to your
10 knowledge, this was a three-year contract, wasn't
11 it?

12 MR. DORTCH: Objection.

13 If you know.

14 A. I'm sure it states it somewhere in the
15 contract. I'm not sure where.

16 Q. I think it's page 8.

17 A. It says beginning January 1, 2006 and
18 ends on December 31, 2008.

19 Q. If this was a -- if the first contract
20 that was signed between Orwell and Orwell-Trumbull
21 Pipeline was a three-year contract, do you know
22 why they subsequently signed a 15-year contract?

23 MR. DORTCH: Objection. I don't even
24 know how to respond to that. First of all --

1 objection. Trying to avoid a speaking objection
2 here is equally difficult.

3 I am going -- I am going to object
4 based on the form of the question and ask that you
5 rephrase it.

6 Q. Okay. Was this the first contract
7 between Orwell and Orwell-Trumbull Pipeline?

8 A. As far as I know, yes.

9 Q. Okay. And so as the first contract,
10 that was signed for a three-year period?

11 A. Yes.

12 Q. At the time this contract was signed,
13 was Orwell-Trumbull Pipeline dependent on Orwell
14 for its -- the majority of the gas?

15 A. Yes.

16 Q. The majority of its business?

17 A. Yes.

18 Q. So why was this contract signed for
19 three years instead of 15 years?

20 MR. DORTCH: Objection. She can't
21 answer that. You're asking her to speculate about
22 the motives of people.

23 Q. Do you know why this contract was
24 signed for three years instead of 15 years?

1 A. I wasn't here in 2006, so I can't
2 answer.

3 Q. Was there any changes in the customer
4 base of the Orwell-Trumbull pipeline in 2008?

5 MR. DORTCH: As compared to when?

6 Q. As compared to 2006.

7 A. Yes. The company has grown quite a
8 bit.

9 Q. Do you know if -- are you aware of this
10 agreement including a shrinkage percentage?

11 A. I started in 2008, and I have been
12 working off of the active contract, so that's the
13 reason I'm familiar with those terms and the
14 information and where the thought basis came from
15 that contract. Once I started with the company,
16 this contract had been replaced, the 2006
17 contract, so I'm not very familiar with it.

18 Q. Could you turn to page 16 of the
19 contract?

20 A. Sure. From what I see in this
21 contract, the shrinkage is the same as what's
22 referred to in the 2008 contract.

23 Q. You stated earlier that the shrinkage
24 was a consistent 3.7 percent the entire time

1 you've been with Orwell-Trumbull Pipeline.

2 MR. DORTCH: Objection. That is not
3 what she said.

4 A. That's not what I said. I said for
5 several years.

6 Q. For several years the shrinkage has
7 been 3.7 percent.

8 A. Yes.

9 Q. And you stated earlier, could you --
10 I'm sorry I have to ask this again.

11 Could you state how the company -- how
12 OTP calculates shrinkage?

13 MR. DORTCH: Objection. Asked and
14 answered as calculated as reported to the Public
15 Utilities Commission. We've kind of beaten this
16 one to death, guys.

17 Q. I'm trying to understand how they
18 physically calculate the shrinkage.

19 A. The PUCO requires that you report lost
20 and unaccounted for gas, and that is reported in
21 an annual report to the PUCO. And that is based
22 on volumes that are delivered into the system
23 versus volumes that are delivered off.

24 Q. And how do you calculate the volumes

1 that are delivered off the system?

2 A. There is metering on each side, so any
3 gas that goes into the system is measured and any
4 gas that goes off is measured.

5 Q. Okay. And for the past several years,
6 that has been a consistent 3.7 percent?

7 A. Yes.

8 Q. So the line loss has been a consistent
9 3.7 loss for the last several years?

10 A. The lost or unaccounted for gas when
11 transporting the tendered quantities has been
12 consistent for the last several years.

13 MR. KUMAR: I think we're on Exhibit
14 11.

15 - - - - -

16 Thereupon, Carothers Exhibit 11 is marked
17 for purposes of identification.

18 - - - - -

19 BY MR. KUMAR:

20 Q. For the record, it's from case 15-637,
21 the second set of interrogatories, interrogatory
22 37.

23 For the record, Exhibit 11, this states
24 that OTP first billed Orwell for shrinkage in July

1 2011.

2 A. Um-hmm.

3 Q. Is that correct?

4 A. Yes.

5 Q. And it first billed Brainard for
6 shrinkage in September 2014?

7 A. Correct.

8 Q. Do you know why Brainard was not billed
9 for shrinkage in 2011?

10 A. Brainard used to buy their supply from
11 on-system production gas, and they did not begin
12 transporting their gas from other sources until
13 September 2014. Once they started shipping their
14 gas that way, that's when shrink was being
15 charged.

16 Q. Okay. And for Orwell, how was Orwell
17 billed for shrinkage before July 2011?

18 A. I don't know offhand. I'd have to look
19 at old invoices.

20 Q. Do you know if Orwell was billed for
21 shrinkage before 2011?

22 A. I don't know offhand. I would have to
23 look at old invoices. I didn't really do the
24 position that I have now until 2013, so I wasn't

1 as closely involved in the old invoicing.

2 Q. Okay.

3 A. So I couldn't say without looking.

4 Q. Do you know -- how do you know that OTP
5 was first billed for shrinkage in July 2011?

6 A. Because when I was filling out the
7 discovery, I asked the person that is in charge of
8 doing the billing when the shrink started, and I
9 was told July 2011.

10 Q. Do you know who that person is?

11 A. Brian Wollet.

12 MR. KUMAR: I apologize. I want to
13 make sure. There's a lot of questions about
14 shrinkage.

15 I'm going to mark this as Exhibit 12.

16 - - - - -

17 Thereupon, Carothers Exhibit 12 is marked
18 for purposes of identification.

19 - - - - -

20 BY MR. KUMAR:

21 Q. And for the record, this is Exhibit 12.

22 It's from 14-654, first set of responses for
23 production 3. It's an invoice dated January 9,
24 2015. It's an invoice from Orwell-Trumbull

1 Pipeline Company to Orwell Natural Gas.

2 Now, this invoice was provided by
3 Orwell-Trumbull Pipeline Company to Orwell Natural
4 Gas for gas transported to the Orwell-Trumbull
5 Pipeline system.

6 A. Okay.

7 Q. Are you familiar with this invoice?

8 A. I'm sure I've seen it along the way.

9 Q. And for this billing period, it looks
10 like Orwell is charging \$1.01 per Mcf on 74,021.6
11 Mcf?

12 A. Yes.

13 Q. That's a total bill of \$74,761.82?

14 A. Yes.

15 MR. DORTCH: Then it would be written
16 notice in response to Mark's earlier question.
17 Probably not the first written notice.

18 Q. This invoice shows a deduction of free
19 gas of 1,020.7 Mcf?

20 A. Yes.

21 Q. So it appears that Orwell-Trumbull
22 Pipeline delivered 75,000- -- hold on.

23 So it appears that Orwell delivered
24 75,042.3 Mcf to Orwell-Trumbull Pipeline when

1 accounting for free gas. Is that correct?

2 A. It was delivered off of
3 Orwell-Trumbull, but yes.

4 Q. Is there an accounting for shrinkage on
5 this invoice?

6 A. The shrinkage is retained on receipt,
7 not on delivery. It's not a dollar amount. So
8 this is the dollar amount page.

9 Q. So Orwell delivered 75,042.3 Mcf into
10 Orwell-Trumbull Pipeline's system?

11 A. Correct.

12 Q. Presumably some of that was lost to
13 shrinkage?

14 A. No. What happens is the utility
15 delivers gas into Orwell-Trumbull pipeline. So
16 you have gas supplied into the pipeline. So say
17 you have 100,000 Mcf that you're moving in to
18 supply that amount of usage. 3.7 percent of that
19 is retained by the pipeline and only 69.7 is
20 actually supplied to the delivery points. But it
21 doesn't matter what is received as far as the
22 receipt side goes to this invoice. This invoice
23 is just what is transported on the delivery side.

24 Q. This is just what's been delivered to

1 Orwell?

2 A. That's correct.

3 Q. So then presumably there would be more
4 gas that was put into the system before it was
5 delivered, before it entered into Orwell-Trumbull
6 Pipeline system?

7 A. It could have been, or it could have
8 been under. That's why you keep an imbalance with
9 the pipeline. Sometimes you over nominate and
10 allocate gas coming in. Sometimes it's not
11 enough. That's why you keep an imbalance.

12 Q. Is there another invoice of how much
13 was nominated by Orwell?

14 A. There is an imbalance statement that
15 goes with this that it sets out and shows the
16 amount of gas allocated into the system, the
17 shrinkage retained versus what is deducted for
18 delivery, and that is kept on a cumulative basis
19 month to month.

20 Q. Could you explain a little more what
21 you mean by cumulative basis?

22 A. Every month there is a number that is
23 calculated that is called the imbalance statement
24 to find out what amount was allocated into the

1 system less shrink compared to what was delivered.
2 And then that number is carried over to the next
3 month. And the shipper is supposed to keep that
4 as close to zero as possible.

5 Q. And so these balance statements, they
6 are provided to Orwell?

7 A. Correct.

8 Q. And are they kept by someone at
9 Orwell-Trumbull Pipeline, as well?

10 A. Yes.

11 Q. Do you know who they are kept by?

12 A. Brian Wollet.

13 Q. I think that's all I have on shrink for
14 now.

15 A. I'm going to hold you to that.

16 MR. DORTCH: And I'm going to tell you
17 to ask Orwell, not Orwell-Trumbull, with that
18 statement.

19 Q. If you could turn back to what I
20 previously marked as Exhibit 9, the contract
21 between Orwell and Orwell-Trumbull Pipeline.

22 A. Okay.

23 Q. Do you understand the difference
24 between interruptible transportation services and

1 firm transportation services?

2 A. I do.

3 Q. What is your understanding of the
4 difference between interruptible and firm service?

5 MR. DORTCH: Objection.

6 Go ahead and answer.

7 A. It is defined on page 3. Interruptible
8 shall mean each shipper tenders at receipt point
9 will be delivered to shipper's delivery point less
10 OTP shrinkage, using reasonable judgment
11 determines that capacity exists after all farm
12 transport needs are accounted for to permit pre-
13 delivery of tendered gas.

14 So that means that if you have firm
15 transport, you get first dibs on the receipt and
16 delivery points, and if you have interruptible,
17 you get bumped for the firm.

18 Q. Are you aware of any other firm or
19 interruptible rates that OTP has offered to other
20 customers?

21 A. Newbury Local Schools has firm and the
22 John D. Marketing/Gas Natural Resources is listed
23 as firm.

24 Q. Do you know what their rates are?

1 A. Gas Natural Resources is at 50 cents.
2 Newbury is at 90 cents.

3 Q. And those are both for firm service?

4 A. Yes.

5 Q. 2008 -- this contract requires Orwell
6 to pay 95 cents for interruptible service. Isn't
7 that true?

8 A. Yes.

9 Q. Do you know what Orwell would have had
10 to pay for firm service?

11 A. It wasn't negotiated.

12 Q. So it appears that OTP currently
13 charges other customers less for firm service.

14 MR. DORTCH: Objection. There's no
15 question pending there. It either does or it
16 doesn't.

17 Q. Is that true?

18 A. Yes.

19 Q. Do you know why OTP charges those other
20 customers less for firm transportation services?

21 MR. DORTCH: Objection.

22 If you can answer.

23 A. The Orwell-Trumbull tariff does not
24 have a determined rate for interruptible or for

1 firm. Everything is determined by contract. The
2 Newbury Local Schools is a very, very small
3 quantity. And that was negotiated between Newbury
4 and Orwell-Trumbull. And then the marketing
5 company, they're firm that is listed on their
6 contract is not a considerable amount either as
7 far as the customers that are listed as being
8 firm.

9 If Orwell Natural Gas were to have firm
10 transport, that is the vast majority of the
11 pipeline's transport customers, and I don't think
12 that there's any way that they could ever
13 guarantee firm for the amount of capacity that
14 they would need.

15 MR. KUMAR: This is Exhibit 13.

16 - - - - -

17 Thereupon, Carothers Exhibit 13 is marked
18 for purposes of identification.

19 - - - - -

20 BY MR. KUMAR:

21 Q. For the record, these are from 14-654,
22 the second set of interrogatories, 15.

23 In response to this interrogatory, it
24 was stated that OTP always knew that the volumes

1 weren't being billed. The issue of compensation
2 was being deferred in anticipation that Gas
3 Natural Corp. was going to acquire the pipeline
4 and compensate Orwell-Trumbull Pipeline and its
5 ownership at the time of acquisition.

6 Is that correct?

7 A. That's what it states.

8 Q. Okay. And you prepared this response?

9 A. Yes.

10 Q. Who at OTP always knew that the volumes
11 weren't being billed?

12 A. Anybody that would have done the
13 billing.

14 Q. Okay. Is there any documentation to
15 support the fact that the compensation was being
16 deferred?

17 MR. DORTCH: Objection.

18 Go ahead and answer.

19 A. I don't know how you could document
20 knowing that it's not being billed.

21 Q. Was there any documentation to support
22 the agreement that they weren't being billed?

23 MR. DORTCH: Objection. That question
24 has been asked earlier in this deposition.

1 Let's take a break here for a minute.
2 Let me -- guys, I understand the wish to lock
3 everything down, but I mean, come on. What you're
4 asking is, is there any documentation of the
5 agreement between Rick and the board. And that's
6 already been answered four or five times. Now
7 we're trying to do it through a different way by
8 answering this question. And it's -- come on, can
9 we -- I know it's been a long afternoon, but
10 everybody take a breath and let's try to get
11 through the end of this.

12 MR. KUMAR: I just have a few more
13 questions. I'm just trying to get everything
14 covered.

15 MR. DORTCH: And Ajay, I appreciate
16 that. Maybe I'm still a little cranky from the
17 fish I didn't catch. I don't know.

18 MR. KUMAR: We have some of these
19 things. I just want to make sure everything that
20 we needed, that we have a full understanding of
21 what we need.

22 MR. DORTCH: Well, we want you to
23 understand. We just don't want --

24 MR. KUMAR: I understand. Just a

1 little bit longer.

2 Back on the record. My apologies.

3 BY MR. KUMAR:

4 Q. My last question about this, do you
5 know who at Orwell was aware of this agreement?

6 A. Richard Osborne. Rebecca Howell, when
7 she worked on behalf of Orwell-Trumbull. And I
8 was aware from what Mr. Osborne and Becky had told
9 me.

10 Q. I believe that's OTP. I'm asking if
11 you knew anyone -- who at the Orwell distribution
12 company was aware.

13 A. I'm sorry. I misunderstood. I'm
14 sorry. I can't speak for Orwell Natural Gas. I'm
15 an employee of Orwell-Trumbull.

16 Q. So you don't know?

17 A. No.

18 MR. KUMAR: Can we go off the record
19 for a second.

20 (A short recess is taken.)

21 BY MR. KUMAR:

22 Q. One last question. This is a
23 clarification.

24 You stated earlier that multiple

1 companies were involved in the construction of the
2 two-inch gathering lines. Did Richard Osborne own
3 all those companies?

4 A. Yes.

5 MR. KUMAR: I have no further
6 questions.

7 THE WITNESS: All right.

8 MR. KUMAR: Thank you for your time.
9 We very much appreciate you taking the time to
10 answer questions. I hope I wasn't too hard on
11 you.

12 THE WITNESS: It's okay.

13 MS. JOHNSON: Staff has no questions.

14 MR. DORTCH: Yes. We will read.

15 (Signature not waived.)

16 - - - - -

17 Thereupon, the foregoing proceedings
18 concluded at 5:12 p.m.

19 - - - - -

20

21

22

23

24

1 State of Ohio : C E R T I F I C A T E
2 County of Franklin: SS

3 I, Kathryn E. Cathell, RMR, CRR, a Notary
4 Public in and for the State of Ohio, do hereby
5 certify the within-named Jessica Carothers was by
6 me first duly sworn to testify to the whole truth
7 in the cause aforesaid; testimony then given was
8 by me reduced to stenotypy in the presence of said
9 witness, afterwards transcribed by me; the
10 foregoing is a true record of the testimony so
11 given; and this deposition was taken at the time
12 and place as specified on the title page.

13 I do further certify I am not a relative,
14 employee or attorney of any of the parties hereto,
15 and further I am not a relative or employee of any
16 attorney or counsel employed by the parties
17 hereto, or financially interested in the action.

18 IN WITNESS WHEREOF, I have hereunto set my
19 hand and affixed my seal of office at Columbus,
20 Ohio, on October 8, 2015.

21 

22 Kathryn E. Cathell, Notary Public - State of Ohio
23 My commission expires December 11, 2019.
24

Witness Errata and Signature Sheet
 Correction or Change Reason Code
 1-Misspelling 2-Word Omitted 3-Wrong Word
 4-Clarification 5-Other (Please explain)

Page/Line	Correction or Change	Reason Code
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I, Jessica Carothers, have read the entire transcript of my deposition taken in this matter, or the same has been read to me. I request that the changes noted on my errata sheet(s) be entered into the record for the reasons indicated.

Date_____Signature_____

The witness has failed to sign the deposition within the time allowed.

Date_____Signature_____

Orwell-Trumbull Pipeline Company's
Responses to Orwell Natural Gas Company's
1st and 2nd Set of Interrogatories and Request
for Production of Documents

EXHIBIT

1

OTP's Responses to ONC's 1st
Set of Discovery

KRAVITZ, BROWN & DORTCH, LLC

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March 4, 2015

Gina M. Piacentino
The Weldele & Piacentino Law Group
88 East Broad Street, Suite 1560
Columbus, OH 43215

Re: *Case No: 14-1654-GA-CSS*

Dear Ms. Piacentino:

Enclosed please find a copy of the Orwell-Trumbull Pipeline Company's Response to Interrogatories.

Thank you for your attention to this matter.

Very truly yours,

Michael D. Dortch

Enclosure
MDD:cd

000001

KRAVITZ, BROWN & DORTCH, LLC

Attorneys at Law

Michael D. Dortch
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65 East State Street - Suite 200
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March 4, 2015

Joseph P. Serio
Assistant Consumers' Counsel
10 West Broad Street, Suite 1800
Columbus, Ohio 43215

Re: *Case No: 14-1654-GA-CSS*

Dear Mr. Serio:

Enclosed please find a copy of the Orwell-Trumbull Pipeline Company's Response to Interrogatories and Request for Production of Documents Propounded Upon Orwell-Trumbull Pipeline Company by the Office of the Ohio Consumer's Counsel.

Thank you for your attention to this matter.

Very truly yours,



Michael D. Dortch

Enclosure
MDD:cd

000002

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

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

ORWELL-TRUMBULL PIPELINE COMPANY'S RESPONSE TO

**INTERROGATORIES
AND
REQUEST FOR PRODUCTION OF DOCUMENTS
PROPOUNDED UPON ORWELL-TRUMBULL PIPELINE COMPANY
BY
THE OFFICE OF THE OHIO CONSUMERS' COUNSEL
FIRST SET**

January 16, 2015

The Office of the Ohio Consumers' Counsel, ("OCC") a movant to intervene in the above-captioned proceeding before the Public Utilities Commission of Ohio ("Commission") submits the following Interrogatories and Requests for Production of Documents pursuant to Sections 4901-1-19 and 4901-1-20 and of the Ohio Adm. Code for response from Orwell-Trumbull Pipeline Company ("OTP") within 20 days (February 5, 2015) – or earlier if the PUCO orders an earlier response period. An electronic response should be provided to the extent possible to the OCC at the following addresses:

Joseph P. Serio
Assistant Consumers' Counsel
10 West Broad Street, Suite 1800
Columbus, Ohio 43215-3485
(614) 466-9565
Joseph.serio@occ.ohio.gov

Additionally, the Utilities must follow the instructions provided herein in responding to the inquiries. Definitions are provided that are used in the OCC's discovery.

DEFINITIONS

As used herein the following definitions apply:

1. "Document" or "Documentation" when used herein, is used in its customary broad sense, and means all originals of any nature whatsoever, identical copies, and all non-identical copies thereof, pertaining to any medium upon which intelligence or information is recorded in your possession, custody, or control regardless of where located: including any kind of printed, recorded, written, graphic, or photographic matter and things similar to any of the foregoing, regardless of their author or origin. The term specifically includes, without limiting the generality of the following: punch cards, printout sheets, movie film, slides, PowerPoint slides, phonograph records, photographs, memoranda, ledgers, work sheets, books, magazines, notebooks, diaries, calendars, appointment books, registers, charts, tables, papers, agreements, contracts, purchase orders, checks and drafts, acknowledgments, invoices, authorizations, budgets, analyses, projections, transcripts, minutes of meetings of any kind, telegrams, drafts, instructions, announcements, schedules, price lists, electronic copies, reports, studies, statistics, forecasts, decisions, and orders, intra-office and inter-office communications.

correspondence, financial data, summaries or records of conversations or interviews, statements, returns, diaries, workpapers, maps, graphs, sketches, summaries or reports of investigations or negotiations, opinions or reports of consultants, brochures, bulletins, pamphlets, articles, advertisements, circulars, press releases, graphic records or representations or publications of any kind (including microfilm, videotape and records, however produced or reproduced), electronic (including e-mail), mechanical and electrical records of any kind and computer produced interpretations thereof (including, without limitation, tapes, tape cassettes, disks and records), other data compilations (including, source codes, object codes, program documentation, computer programs, computer printouts, cards, tapes, disks and recordings used in automated data processing together with the programming instructions and other material necessary to translate, understand or use the same), all drafts, prints, issues, alterations, modifications, changes, amendments, and mechanical or electric sound recordings and transcripts to the foregoing. A request for discovery concerning documents addressing, relating or referring to, or discussing a specified matter encompasses documents having a factual, contextual, or logical nexus to the matter, as well as documents making explicit or implicit reference thereto in the body of the documents. Originals and duplicates of the same document need not be separately identified or produced; however, drafts of a document or documents differing from one another by initials, interlineations, notations, erasures, file stamps, and the like shall be deemed to be distinct documents requiring separate identification or production. Copies of documents shall be legible.

2. "Communication" shall mean any transmission of information by oral, graphic, written, pictorial, or otherwise perceptible means, including, but not limited to, telephone conversations, letters, telegrams, and personal conversations. A request seeking the identity of a communication addressing, relating or referring to, or discussing a specified matter encompasses documents having factual, contextual, or logical nexus to the matter, as well as communications in which explicit or implicit reference is made to the matter in the course of the communication.
3. The "substance" of a communication or act includes the essence, purport or meaning of the same, as well as the exact words or actions involved.
4. "And" or "Or" shall be construed conjunctively or disjunctively as necessary to make any request inclusive rather than exclusive.
5. "You," and "Your," or "Yourself" refer to the party requested to produce documents and any present or former director, officer, agent, contractor, consultant, advisor, employee, partner, or joint venture of such party.
6. Each singular shall be construed to include its plural, and vice versa, so as to make the request inclusive rather than exclusive.
7. Words expressing the masculine gender shall be deemed to express the feminine and neuter genders; those expressing the past tense shall be deemed to express the present tense; and vice versa.
8. "Person" includes any firm, corporation, joint venture, association, entity, or group of natural individuals, unless the context clearly indicates that only a natural individual is referred to in the discovery request.

9. "Economic development" is meant to include activities that facilitate the state's effectiveness in the global economy, to promote job growth and retention in the state, to ensure the availability of reasonably prices electric service, to promote energy efficiency and to provide a means of giving appropriate incentives to technologies that can adapt successful to environmental mandates in furtherance of the policy of the state of Ohio embodied in section 4928.02 of the Revised Code.
10. "Identify," or "the identity of," or "identified" means as follows:
- A. When used in reference to an individual, to state his full name and present or last known position and business affiliation, and his position and business affiliation at the time in question;
 - B. When used in reference to a commercial or governmental entity, to state its full name, type of entity (e.g., corporation, partnership, single proprietorship), and its present or last known address;
 - C. When used in reference to a document, to state the date, author, title, type of document (e.g., letter, memorandum, photograph, tape recording, etc.), general subject matter of the document, and its present or last known location and custodian;
 - D. When used in reference to a communication, to state the type of communication (i.e., letter, personal conversation, etc.), the date thereof, and the parties thereto and the parties thereto and, in the case of a conversation, to state the substance, place, and approximate time thereof, and identity of other persons in the presence of each party thereto;

- E. When used in reference to an act, to state the substance of the act, the date, time, and place of performance, and the identity of the actor and all other persons present; and
 - F. When used in reference to a place, to state the name of the location and provide the name of a contact person at the location (including that person's telephone number), state the address, and state a defining physical location (for example: a room number, file cabinet, and/or file designation).
- 11. The terms "PUCO" and "Commission" refer to the Public Utilities Commission of Ohio, including its Commissioners, personnel (including Persons working for the PUCO Staff as well as in the Public Utilities Section of the Ohio Attorney General's Office), and offices.
 - 12. The term "e.g." connotes illustration by example, not limitation.
 - 13. "OCC" means the Office of the Ohio Consumers' Counsel.
 - 14. "Brainard" means Brainard Gas Corporation.
 - 15. "Orwell" means Orwell Natural Gas Corporation.
 - 16. "Orwell Trumbull" means Orwell-Trumbull Pipeline Co., LLC.
 - 17. "OTP" means Orwell-Trumbull Pipeline Company.

INSTRUCTIONS FOR ANSWERING

1. All information is to be divulged which is in your possession or control, or within the possession or control of your attorney, agents, or other representatives of yours or your attorney.
2. Where an interrogatory calls for an answer in more than one part, each part should be separate in the answer so that the answer is clearly understandable.
3. Each interrogatory shall be answered separately and fully in writing under oath, unless it is objected to, in which event the reasons for objection shall be stated in lieu of an answer. The answers are to be signed by the person making them, and the objections are to be signed by the attorney or other person making them.
4. If any answer requires more space than provided, continue the answer on the reverse side of the page or on an added page.
5. Your organization(s) is requested to produce responsive materials and information within its physical control or custody, as well as that physically controlled or possessed by any other person acting or purporting to act on your behalf, whether as an officer, director, employee, agent, independent contractor, attorney, consultant, witness, or otherwise.
6. Where these requests seek quantitative or computational information (e.g., models, analyses, databases, and formulas) stored by your organization(s) or its consultants in computer-readable form, in addition to providing hard copy (if an electronic response is not otherwise provided as requested), you are requested to produce such computer-readable information, in order of preference:
 - A. Microsoft Excel worksheet files on compact disk;

- B. other Microsoft Windows or Excel compatible worksheet or database diskette files;
 - C. ASCII text diskette files; and
 - D. such other magnetic media files as your organization(s) may use.
7. Unless otherwise indicated, the following requests shall require you to furnish information and tangible materials pertaining to, in existence, or in effect for the whole or any part of the period from January 1, 2000 through and including the date of your response.
8. Responses must be complete when made, and must be supplemented consistent with Ohio Adm. Code 4901-1-16(D). Additionally, in accordance with Ohio Adm. Code 4901-1-16(D)(5) the OCC is specifically requesting that all responses be supplemented with subsequently acquired information at the time such information is available.
9. In the event that a claim of privilege is invoked as the reason for not responding to discovery, the nature of the information with respect to which privilege is claimed shall be set forth in responses together with the type of privilege claimed and a statement of all circumstances upon which the respondent to discovery will rely to support such a claim of privilege (i.e. provide a privilege log). Respondent to the discovery must a) identify (see definition) the individual, entity, act, communication, and/or document that is the subject of the withheld information based upon the privilege claim, b) identify all persons to whom the information has already been revealed, and c) provide the basis upon which the information is being withheld and the reason that the information is not provided in discovery.

INTERROGATORIES

1. On or about September 12, 2014, did Orwell-Trumbull Pipeline ("OTP") send invoices to Orwell Natural Gas Company ("Orwell") for volumes delivered off the Great Plains – OTP gathering lines for the last four years of deliveries, that requested payment within ten days?

RESPONSE:

Yes.

2. If the response to OCC Interrogatory No. 1 is affirmative, had OTP previously billed Orwell for those volumes?

RESPONSE:

No.

3. If the response to OCC Interrogatory No. 1 is negative, how did OTP discover that the volumes delivered off the Great Plains – OTP gathering lines for the last four years, had not been previously billed?

RESPONSE:

N/A

4. What is the basis for Orwell-Trumbull Pipeline ("OTP") claiming that Orwell owed for volumes delivered off the Great Plains – OTP gathering lines?

RESPONSE:

Orwell Trumbull Pipeline Company authorized Orwell to tap the 2" gathering lines at no charge in order to allow the utility to grow Orwell's customer base, with the understanding that Orwell Trumbull Pipeline Company would be compensated for transport service upon a contemplated purchase of the lines by Gas Natural.

5. What is the total amount due that OTP claims that Orwell owes for volumes delivered?

RESPONSE:

Orwell Natural Gas is to pay \$1.01 per MCF delivered per the contract. The company argues that an additional \$0.95 is owed on volumes transported through 2" gathering lines. An additional 1.5% is charged on all past due amounts.

6. Referring to the response to OCC Interrogatory No. 2, are the amounts due for payment of the commodity of natural gas purchased or for transportation service of transporting natural gas?

RESPONSE:

The amounts are due for the transportation of natural gas across private gathering lines.

7. Please explain why OTP indicated that it would "begin proceedings to shut off transportation to Orwell Natural" gas in an e-mail dated June 25, 2014?

RESPONSE:

Several invoices issued to Gas Natural's utility companies were overdue for payment to Orwell Trumbull Pipeline's related companies on June 25, 2014. After contacting

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

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

RESPONSE:

No specific action was stated.

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

RESPONSE:

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

10. Referring to the response to OCC Interrogatory No. 6, if OTP has taken no previous action to collect the amounts alleged to be due prior to September 19, 2014, please explain, why OTP took the steps that it did on September 19, 2014.

RESPONSE:

On-going negotiations between Gas Natural and Richard Osborne regarding numerous matters, including the purchase of these lines, fell apart in July of 2014 resulting in the decision to issue invoices for the transportation service.

11. Please indicate what amount that Orwell paid to OTP following the June 25, 2014 e-mail from OTP to Orwell.

RESPONSE:

All invoices in question were paid on that date.

12. Please explain how OTP distinguishes between billing for services to Marketers, and Orwell or Brainard for farm taps.

RESPONSE:

Orwell supplies the usages of volumes per meter for Marketers, Orwell and Brainard per meter based on individual meter reads. These usages are allocated to each shipper's invoice and also reflected in the shipper's imbalance.

13. Please explain what steps OTP takes to ensure that Marketers and Orwell or Brainard are not both charged to the same farm tap service.

RESPONSE:

Each delivery meter is measured on a monthly basis. If more than one shipper moves gas through a meter, each shipper's measurement is allocated per their customer usage which is supplied to the pipeline's staff by the utility.

REQUEST FOR PRODUCTION OF DOCUMENTS

1. Please provide a copy of the two invoices sent to Orwell on September 12, 2014.

See Attached.

2. Please provide a copy of the agreement that governs the business relationship between Orwell and OTP.

See Attached.

3. Please provide a copy of all invoices sent from OTP to Orwell for the period January 1, 2009 to present.

See Attached.

4. Please provide a copy of all invoices sent from OTP to Brainard for the period January 1, 2009 to present.

See Attached.

VERIFICATION

Having first been duly cautioned and sworn to tell the truth, I hereby verify that my responses to the foregoing interrogatories are true and accurate and based upon my personal knowledge.

Jessica Carthers

Sworn to and subscribed in my presence this 4th day of March, 2015.

William P. Sochor

Notary Public
State of Ohio



WILLIAM P SOCHOR
Notary Public
In and for the State of Ohio
My Commission Expires
February 12, 2017

CERTIFICATE OF SERVICE

I hereby certify that a copy of this Response to *First Set of Interrogatories and Request for Production of Documents propounded upon Orwell-Trumbull Pipeline Company, LLC* was served on the persons stated below via electronic transmission, this 3d of March 2015.



Michael D. Dortch
Richard R. Parsons
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SERVICE LIST

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William T. Wuliger
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Cleveland, Ohio 44115
wtwuliger@wtwuligerlaw.com

Request
#1

INVOICE

Date 09/08/14
Invoice # 5001
Due upon receipt

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

GRAND TOTAL:	\$ 1,199,749.50
---------------------	------------------------

Date 09/08/14
Invoice # 5001
Total \$ 1,199,749.50

OTP 2" Meter Usage Summary
2010-Current

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

INVOICE

Due upon receipt

GRAND TOTAL:	\$ 1,470,381.23
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Amount Paid:

OTP 2" Meter Usage Summary
2010-Current

Farm Taps	Total 2010	Total 2011	Total 2012	Total 2013	Total 2014	Total Meter
Station Name						
8760 Tyler FT (612)	349.1	379.7	302.8	439	343.6	1,813.9
8780 Tyler Blvd (613)	375.5	301.9	351.2	546	506.9	2,081.2
Accurate Metal Saw	2,025.0	2,155.8	1,828.5	2,548	2,091.9	10,649.4
ACG Equip	165.2	164.6	106.0	214	175.7	825.8
Cars Auto	370.7	149.7				520.4
Cast Nylon			1,907.8	4,045	2,559.6	8,511.9
Comm - Chardon twp 606	1,289.0	1,384.7	1,379.2	1,533	992.5	6,578.3
Comm - Mentor 104	14,415.5	15,153.0	4,991.8	7,167	4,896.2	46,623.8
Comm - Newbury		60.8	204.8	395	239.4	899.7
Comm - Painesville 104	7,322.7	4,405.1	235.1	1,200	258.1	13,420.6
Comm- Concord 104	3,366.2	3,068.2	2,372.9	2,659	2,506.1	13,972.5
Comm Mentor 603	178.2	246.5	199.6	341	359.6	1,324.6
Comm Painesville 624			743.4	1,016	978.8	2,738.2
Deep Spring Trout	650.3	656.3	644.7	835	597.8	3,383.7
Eastlake (618)	3,761.1	4,052.1	2,859.0	3,538	2,458.3	16,668.8
Hopkins Rd ext FT (608)	622.8	761.4	460.2	624	644.8	3,112.7
JDOG Transports ORW - Industrials	35,704.8	66,683.6	63,013.8	58,724	35,604.7	259,731.3
JDOG Transports ORW (tyler, grand river, d center, 104, others)	133,756.0	136,203.6	122,507.4	167,696	138,348.1	698,510.8
Kobelt Hamilton FT (614)	1,388.4	1,727.8	1,317.3	1,900	1,498.0	7,831.3
Lake West	10,495.2	71,908.0	52,432.3	60,899	30,799.1	226,533.3
Leroy North 627			158.0	692	635.8	1,486.2
MC Sign	1,181.6	1,281.7	995.7	1,368	918.2	5,745.2
Mentor 623		76.1	329.9	443	175.6	1,024.8
Mentor Med	1,835.2	13,168.2	9,731.0	16,484	5,261.6	46,479.9
Mercantile FT (607)	1,256.0	1,249.4	507.1	879	939.6	4,831.3
Newbury Schools		8,391.4	4,845.9	8,796	6,091.8	28,125.1
Red Wine & Brew				126	1,001.4	1,127.2
Res - Chardon twp 104	1,483.8	1,503.6	1,801.6	2,342	1,645.4	8,776.5
Res - Concord 104	1,810.8	1,856.2	1,595.4	2,362	1,590.0	9,214.3
Res - Kirtland 104	234.1	484.5	325.7	253	215.7	1,513.4
Res - Leroy	1,528.9	1,640.8	1,526.7	1,581	1,263.4	7,541.0
Res - Mentor	885.7	1,126.9	1,112.6	2,169	886.5	6,181.1
Res - Newbury 104	1,039.0	1,312.6	1,282.5	1,528	1,403.5	6,565.3
Res - Painesville 104	112.5	322.8	117.6	205	77.1	834.6
Res Chardon 633				275	460.1	734.7
Res Concord 625			118.6	241	167.0	526.1
Res Concord 647					175.5	175.5
Res Leroy (621)		335.1	563.8	1,071	800.3	2,770.5
Res Leroy 634				123	151.5	274.3
Res Leroy 636				76	191.6	267.9
Res Leroy 637				60	216.8	276.8
Res Leroy 638				31	129.5	160.0
Res Leroy 645					100.4	100.4
Res Mentor 622		275.5	666.9	870	802.7	2,614.7
Res Mentor 626			190.7	415	211.7	817.6
Res Mentor 631			33.5	227	191.2	451.7
Res Mentor 648					52.3	52.3
Res Newbury 646					96.0	96.0
Residential - Leroy (619)	412.0	470.5	467.3	662	575.1	2,587.2
Samco Service FR (616)	445.3	593.9	536.4	608	460.4	2,643.8
St. Denis (605)	711.9	742.1	740.1	1,005	667.1	3,866.0
Tran - Painesville 104		1,932.0	5,969.6	6,444	5,243.6	19,589.0
Tran- Concord		279.3	902.0	953	828.2	2,962.5
Transind Mentor 104		560.9	1,314.4	1,345	1,259.1	4,479.2
Transother Mentor 104		2,628.9	8,111.2	9,131	8,282.4	28,153.8
Wisner Road 630			65.6	240	172.7	478.4
YMA West		3,825.5	4,390.5			8,216.0
YMCA Central		4,181.4	6,115.8			10,297.2
Total Farm Tap Per Year	229,172.5	357,702.2	312,373.9	379,321.1	269,200.0	1,547,769.7

000023

Request
#2

1001
1003

NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

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

RECITALS

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

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

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

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

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

AGREEMENTS

DEFINITIONS

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

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

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

C. "Central Clock Time" (C.T.) shall mean Central Standard Time adjusted for Daylight Savings Time.

D. "Company" means OTPC, its successors and assigns.

E. "Customer" means any individual, governmental, or corporate entity taking transportation service hereunder.

F. "Dekatherm" or "Dth" means the Company's billing unit measured by its thermal value. A dekatherm is 1,000,000 Btus. Dekatherm shall be the standard unit for purposes of nominations, scheduling, invoicing, and balancing.

G. "Delivery Point(s)" shall mean the specific measurement location(s) listed on Exhibit B at which OTPC delivers Shipper-owned Gas to Shipper and Shipper receives such Gas from OTPC. Exhibit B is hereby incorporated into this Agreement.

H. "Delivery Volume" shall mean the volume of Gas actually taken at the Delivery Point(s) by or on behalf of Shipper.

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

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

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

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

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

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

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

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

Q. "OTPC System" shall mean the intrastate pipeline system owned by OTPC.

R. "Nomination" shall mean the confirmed Quantity of Gas which Shipper shall arrange to have delivered to the Receipt Point(s) for redelivery by OTPC to the Delivery Point(s). The Nomination shall include sufficient gas to account for OTPC's Shrinkage.

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

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

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

V. "Quantity of Gas" shall mean the number of units of gas expressed in Dth or MMBtu unless otherwise specified.

W. "Receipt Point(s)" shall mean those measurement locations where Shipper-owned gas enters OTPC's system.

X. "Service Agreement" Each Customer shall sign an Individual Agreement with OTPC prior to commencement of service that identifies the Receipt Point and Delivery Point(s), the MDQ, declares whether the transportation is Firm or Interruptible and establishes the cost

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

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

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

I. DELIVERY AND TRANSPORTATION

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

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

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

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

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

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

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

II. QUANTITY AND PRICE

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

III. TERM

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

IV. MEASUREMENT AND QUALITY OF GAS

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

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

V. BILLING AND PAYMENT

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

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

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

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

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

Shipper: Orwell Natural Gas Company or Bralnard Gas Company, as applicable
8500 Station Street, Suite 100
Mentor, Ohio 44060
EMAIL: jsmith13@oprvtel.com
PHONE: (440) 974-3770
FAX: (440) 974-0844
ATTN: Thomas J. Smith

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

VI. FORCE MAJEURE

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

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

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

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

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

VII. ADDITIONAL TERMS

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

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

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

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

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

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Exhibit A

OTPC Gas Transmission, LLC

ALL PIPELINES OWNED BY OTPC LOCATED IN NORTHEASTERN OHIO.

Exhibit B

OTPC Gas Transmission, LLC

Primary Receipt Point

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

Primary Delivery Point(s)

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

For ONG: Various interconnections between OTPC and ONG.

Shrinkage

TBD

2000 Dth/day

*RATES

Commodity Charge (paid only on quantity transported)

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

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

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

INVOICE

Date 09/08/14
Invoice # 5001
Due upon receipt

GRAND TOTAL:	\$ 1,199,749.50
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Amount Paid:

000036

Request
#3

2/20/15 at 11:09:25.59

Orwell Trumbull Pipeline Company LLC Customer Ledgers

For the Period From Jan 1, 2009 to Feb 28, 2015

Filter Criteria Includes: 1) IDs from Orwell Nat Gas Inter to Orwell Natural Gas. Report order is by ID. Report is printed in Detail Format.

Customer ID Customer	Date	Trans No	Type	Debit Amt	Credit Amt	Balance
Orwell Nat Gas Inter Orwell Nat Gas Intercomp	12/31/11	Jet Center Wor	SJ	458.50		458.50
	12/31/11	CWIP Blackbro	SJ	4,436.00		4,894.50
	12/31/11	CWIP SR 84 &	SJ	3,742.60		8,638.10
	12/31/11	2011 Imputed I	SJ	242.00		8,880.10
	2/28/12	Aflac - Noca-F	SJ	731.36		9,011.46
	3/19/12	23722	CRJ		8,638.10	373.36
	5/14/12	Lake Co. Reco	SJ	132.00		505.36
	5/22/12	23971	CRJ		131.36	374.00
	6/20/12	OTP62012	SJ	623.00		997.00
	10/16/12	24569	CRJ		557.00	440.00
	10/25/12	24636	CRJ		132.00	308.00
	12/31/12	Write Off	SJ		308.00	0.00
						86,243.38
						51,606.47
Orwell Natural Gas	1/1/09	Balance Fwd	CRJ		34,636.91	0.00
Orwell Natural Gas	1/15/09	17755	CRJ		51,606.47	0.00
	1/27/09	17848	CRJ			62,342.61
	1/31/09	205 ONG	SJ	62,342.61	62,342.61	0.00
	2/12/09	17929	CRJ			54,533.04
	2/28/09	210 Orw	SJ	54,533.04	54,533.04	0.00
	3/25/09	18166	CRJ			39,956.72
	3/31/09	215	SJ	39,956.72		46,951.38
	3/31/09	219	SJ	6,994.66		6,994.66
	4/15/09	18270	CRJ		39,956.72	39,099.80
	4/30/09	221	SJ	32,105.14	6,994.66	32,105.14
	5/1/09	18350	CRJ			45,303.59
	5/22/09	225	SJ	13,198.45		64,377.20
	5/31/09	230	SJ	19,073.61		32,272.06
	6/4/09	18516	CRJ		32,105.14	19,073.61
	6/4/09	18561	CRJ		13,198.45	30,119.80
	6/30/09	234	SJ	11,046.19		11,046.19
	7/2/09	18705	CRJ		19,073.61	0.00
	7/30/09	18822	CRJ		11,046.19	8,123.42
	7/31/09	238	SJ	8,123.42		17,649.23
	8/31/09	242	SJ	9,525.81		29,188.37
	9/30/09	246	SJ	11,539.14		11,539.14
	10/16/09	19167	CRJ		17,649.23	49,285.78
	10/31/09	249	SJ	37,746.64		37,746.64
	11/4/09	19324	CRJ		11,539.14	64,759.32
	11/30/09	253	SJ	27,012.68		-11,016.83
	11/30/09	257 C	SJ		75,776.15	64,759.32
	11/30/09	284 Reversal	SJ	75,776.15		27,012.68
	12/3/09	19476	CRJ		37,746.64	0.00
	12/21/09	19574	CRJ		27,012.68	63,428.18
	12/31/09	264	SJ	63,428.18		-270,041.97
	12/31/09	265 - Commodit	SJ		333,470.15	63,428.18
	12/31/09	286 Reversal	SJ	333,470.15		162,087.60
	12/31/09	5020	SJ	98,659.42		224,810.40
	1/31/10	270	SJ	62,722.80		-88,407.49
	1/31/10	273 Commodit	SJ		313,217.89	224,810.40
	1/31/10	289 Rev	SJ	313,217.89		162,087.60
	2/17/10	19931	CRJ		62,722.80	232,462.90
	2/28/10	279	SJ	70,375.30		-10,192.01
	2/28/10	283 Commodit	SJ		242,654.91	232,462.90
	2/28/10	290	SJ	242,654.91		162,087.60
	3/18/10	20035	CRJ		70,375.30	205,941.18
	3/31/10	286	SJ	43,853.58		98,659.42
	3/31/10	Mar Adj	CRJ		407,281.76	124,794.46
	4/30/10	294	SJ	26,135.04		98,659.42
	5/20/10	20358	CRJ		26,135.04	98,659.42
	5/28/10	20366	CRJ		429.74	126,191.62
	5/31/10	301	SJ	27,532.20		132,473.08
	6/30/10	309	SJ	6,281.46		126,191.62
	7/28/10	20656	CRJ		6,281.46	

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2/20/15 at 11:09:25.60

Orwell Trumbull Pipeline Company LLC

Customer Ledgers

For the Period From Jan 1, 2009 to Feb 28, 2015

Filter Criteria includes: 1) IDs from Orwell Nat Gas Inter to Orwell Natural Gas. Report order is by ID. Report is printed in Detail Format.

Customer ID Customer	Date	Trans No	Type	Debit Amt	Credit Amt	Balance
	7/31/10	317	SJ	7,496.99		133,688.61
	8/12/10	10007	CRJ		301 1,000.00	132,688.61
	8/12/10	20726	CRJ		301 10,000.00	116,688.61
	8/16/10	20727	CRJ		48,029.19	98,659.42
	8/31/10	325	SJ	7,994.88	301 7,994.88	106,654.30
	9/22/10	20920	CRJ			98,659.42
	9/30/10	333	SJ	7,893.75		106,553.17
	10/31/10	341	SJ	29,820.09		136,373.26
	11/19/10	21198	CRJ		37,743.84	98,659.42
	11/29/10	21249	CRJ		98,659.42	0.00
	11/30/10	351	SJ	41,863.71		41,863.71
	12/20/10	21376	CRJ		41,863.71	0.00
	12/30/10	363	SJ	77,324.93		77,324.93
	1/13/11	21502	CRJ		77,324.93	0.00
	1/31/11	374	SJ	67,688.70		67,688.70
	2/18/11	OTP 022811	SJ	12,208.75		79,952.45
	2/18/11	2	SJ	26.00		79,977.45
	2/22/11	21710	CRJ		67,000.70	12,288.75
	2/28/11	385	SJ	92,828.46		105,117.21
	3/16/11	21829	CRJ		92,828.46	12,288.75
	3/28/11	21884	CRJ		12,288.75	0.00
	3/31/11	396	SJ	56,928.91		56,928.91
	4/11/11	04/11/11 - 4	SJ	1,475.00		58,403.91
	4/19/11	21965	CRJ		56,928.91	1,475.00
	4/30/11	407	SJ	36,824.34		38,299.34
	5/18/11	22132	CRJ		36,824.34	1,475.00
	5/24/11	5/24/12	SJ	481.53		1,956.53
	5/31/11	419	SJ	17,426.29		19,382.82
	6/14/11	22244	CRJ		481.53	18,901.29
	6/29/11	10023	CRJ		17,426.29	1,475.00
	6/30/11	431	SJ	9,279.28		10,754.28
	7/27/11	22430	CRJ		9,279.28	1,475.00
	7/31/11	442	SJ	9,693.01		11,168.01
	8/5/11	OTP 080511	SJ	10,446.87		27,614.88
	8/22/11	22598	CRJ		9,693.01	17,921.87
	8/31/11	451	SJ	7,138.36		25,060.23
	9/7/11	22669	CRJ		10,446.87	8,613.36
	9/27/11	22779	CRJ		7,138.36	1,475.00
	9/30/11	47216	CRJ		325.00	1,150.00
	9/30/11	22800	CRJ		325.00	825.00
	9/30/11	30958	CRJ		825.00	0.00
	9/30/11	461	SJ	12,112.28		12,112.28
	10/25/11	22910	CRJ		12,112.28	0.00
	10/31/11	472	SJ	23,448.44		23,448.44
	11/22/11	1047	CRJ		23,448.44	0.00
	11/30/11	483	SJ	32,445.60		32,445.60
	11/30/11	488	SJ	4,652.25		37,097.85
	12/19/11	23260	CRJ		32,445.60	4,652.25
	12/31/11	494	SJ	55,655.05		60,307.30
	12/31/11	499	SJ	973.35		61,280.65
	1/5/12	23252	CRJ		4,420.46	56,860.19
	1/17/12	23400	CRJ		56,698.19	162.00
	1/31/12	505	SJ	81,112.30		81,274.30
	1/31/12	510	SJ	1,150.90		82,425.20
	2/21/12	23566	CRJ		82,345.72	79.48
	2/29/12	517	SJ	61,898.26		61,977.74
	2/29/12	521	SJ	961.50		62,939.24
	3/19/12	23722	CRJ		61,898.26	1,040.98
	3/19/12	23722	CRJ		1,030.44	10.54
	3/31/12	528	SJ	35,119.38		35,129.92
	3/31/12	532	SJ	697.35		35,827.27
	4/25/12	23846	CRJ		35,119.38	707.89
	4/25/12	23846	CRJ		747.35	-39.46

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Orwell Trumbull Pipeline Company LLC

Customer Ledgers

For the Period From Jan 1, 2009 to Feb 28, 2015

Filter Criteria includes: 1) IDs from Orwell Nat Gas Inter to Orwell Natural Gas. Report order is by ID. Report is printed in Detail Format.

Customer ID Customer	Date	Trans No	Type	Debit Amt	Credit Amt	Balance
	4/30/12	539	SJ	36,939.86		36,900.40
	4/30/12	543	SJ	618.70		37,519.10
	5/22/12	23971	CRJ		36,939.86	579.24
	5/22/12	23971	CRJ		669.06	-83.82
	5/31/12	550	SJ	12,392.62		12,308.80
	5/31/12	552	SJ	564.95		12,873.75
	5/31/12	556	SJ	286.33		13,160.08
	5/31/12	488 ADJ	SJ		-231.79	12,928.29
	5/31/12	499 ADJ	SJ	69.79		12,998.08
	6/21/12	24032	CRJ		12,392.62	605.46
	6/27/12	24100	CRJ		-605.46	0.00
	6/30/12	562	SJ	9,238.15		9,238.15
	6/30/12	566	SJ	363.10		9,601.25
	7/31/12	574	SJ	9,970.60		19,571.85
	7/31/12	577	SJ	310.99		19,882.84
	7/31/12	YMCA pricing	SJ		5.20	19,877.64
	8/17/12	24325	CRJ		9,238.15	10,639.49
	8/31/12	584	SJ	11,139.86		21,779.35
	9/4/12	24370	CRJ		9,970.60	11,808.75
	9/30/12	594	SJ	22,244.41		34,053.16
	10/9/12	24505	CRJ		11,139.86	22,913.30
	10/16/12	24569	CRJ		668.89	22,244.41
	10/25/12	24636	CRJ		22,244.41	0.00
	10/31/12	609	SJ	31,049.10		31,049.10
	11/14/12	24766	CRJ		31,049.10	0.00
	11/30/12	615	SJ	54,729.18		54,729.18
	12/14/12	24885	CRJ		54,729.18	0.00
	12/31/12	625	SJ	58,371.29		58,371.29
	1/7/13	1/7/2013	CRJ		58,371.29	0.00
	1/16/13	January 2013	SJ	95,000.00		95,000.00
	1/16/13	25012	CRJ		95,000.00	0.00
	2/28/13	645	SJ	79,087.53		79,087.53
	3/11/13	25327	CRJ		79,087.53	0.00
	3/25/13	650	SJ	78,000.00		78,000.00
	3/25/13	650 CM	SJ		78,000.00	0.00
	3/31/13	656	SJ	452.86		452.86
	4/9/13	25487	CRJ		452.86	0.00
	4/9/13	25488	CRJ	41,301.00 <i>shrink</i>	41,301.00	0.00
	4/30/13	666	SJ	35,047.46		35,047.46
	5/14/13	2544	CRJ		35,047.46	0.00
	5/31/13	676	SJ	22,481.43		22,481.43
	6/24/13	25824	CRJ		22,481.43	0.00
	6/30/13	686	SJ	17,285.22		17,285.22
	7/12/13	25943	CRJ		17,285.22	0.00
	7/31/13	695	SJ	2,512.43		2,512.43
	8/30/13	26204	CRJ		2,512.43	0.00
	8/31/13	704	SJ	11,344.96		11,344.96
	9/18/13	26307	CRJ		11,344.96	0.00
	9/30/13	713	SJ	13,630.00		13,630.00
	10/22/13	26538	CRJ		13,630.00	0.00
	10/31/13	722	SJ	32,492.63		32,492.63
	11/19/13	26688	CRJ		32,492.63	0.00
	11/30/13	731	SJ	65,954.76		65,954.76
	11/30/13	727 Imbalance	SJ	<u>51,670.50</u>		117,625.26
	12/11/13	26844	CRJ		65,954.76	51,670.50
	12/30/13	26909	CRJ		51,670.50	0.00
	12/31/13	740	SJ	98,090.89		98,090.89
	1/10/14	26973	CRJ		98,090.89	0.00
	1/31/14	747	SJ	121,689.65		121,689.65
	2/10/14	27139	CRJ		121,689.65	0.00
	2/28/14	754	SJ	99,787.11		99,787.11
	3/10/14	27300	CRJ		99,787.11	0.00
	3/31/14	760	SJ	99,588.37		99,588.37

000040

Orwell Trumbull Pipeline Company LLC Customer Ledgers

For the Period From Jan 1, 2009 to Feb 28, 2015

Filter Criteria Includes: 1) IDs from Orwell Nat Gas Inter to Orwell Natural Gas. Report order is by ID. Report is printed in Detail Format.

Customer ID Customer	Date	Trans No	Type	Debit Amt	Credit Amt	Balance
					99,588.37	0.00
	4/14/14	27466	CRJ			37,500.84
	4/30/14	765	SJ	37,500.84	37,500.84	0.00
	5/16/14	27620	CRJ			19,748.19
	5/31/14	771	SJ	19,748.19	19,748.19	0.00
	6/25/14	27806	CRJ			11,310.10
	6/30/14	782	SJ	11,310.10	11,310.10	0.00
	7/25/14	28035	CRJ			12,537.97
	7/31/14	789	SJ	12,537.97	12,537.97	0.00
	8/25/14	28153	CRJ			13,621.45
	8/31/14	796	SJ	13,621.45	13,621.45	0.00
	9/22/14	28342	CRJ			16,503.54
	9/30/14	803	SJ	16,503.54		1,745.80
	10/27/14	28526	CRJ		14,757.74	32,479.29
	10/31/14	810	SJ	30,733.49	29,026.55	3,452.74
	11/25/14	28641	CRJ			87,087.00
	11/30/14	816	SJ	83,634.26		8,302.30
	12/23/14	28783	CRJ		78,784.70	85,064.12
	12/31/14	823	SJ	76,761.82		11,773.93
	1/22/15	29003	CRJ		73,290.19	134,165.43
	1/31/15	830	SJ	122,391.50		
				<u>4,157,070.76</u>	<u>4,109,148.71</u>	<u>134,165.43</u>
Report Total						

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Amount Due: 3/24/2009

[illegible]

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Amount Due: \$ 54,533.04

Amount Paid: _____

000043

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Amount Due: 4/25/2009

[illegible]

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Amount Due: \$ 39,956.72

Amount Paid: _____

000044

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Date: 4/21/2009
Invoice #: 219
Amount Due: 5/6/2009

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date: 5/11/2009

Invoice #: 221

Amount Due: 5/26/2009

MONTH	DESCRIPTION	Rate	TOTAL
April			
3/23 - 4/20			
	Transportation @ \$.95 per MCF	0.95	\$ 30,230.14
	31,937.30 Mcfs		
	(116.10) Freegas		
	31,821.20 TOTAL MCFS		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point	1 125	\$ 125.00
	Subtotal	15	\$ 1,875.00
	GRAND TOTAL:		\$ 32,105.14

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date: 05/11/09

Invoice #: 221

Amount Due: \$ 32,105.14

Amount Paid: _____

000046

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date: 5/22/2009

Invoice #: 225

Amount Due: 6/6/2009

MONTH	DESCRIPTION	Rate	TOTAL
Multi Month	Transportation @ \$.95 per MCF		
Dec 08	1,271.4 Tri-Point	0.95	\$ 1,207.83
Jan 09	2,179.6 Tri-Point	0.95	\$ 2,070.62
Feb 09	3,662.5 Tri-Point	0.95	\$ 3,479.38
Mar 09	800.3 Tri-Point	0.95	\$ 760.29
Apr 09	271.6 Tri-Point	0.95	\$ 258.02
2008	1,066.4 Mennonite	0.95	\$ 1,013.08
2008	1,157.1 Gottschalk	0.95	\$ 1,099.25
2008	3,484.2 Will Crossing	0.95	\$ 3,309.99
	13,893.10 TOTAL MCFS		
GRAND TOTAL:			\$ 13,198.45

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date: 05/22/09

Invoice #: 225

Amount Due: \$ 13,198.45

Amount Paid: _____

000047

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date: 6/12/2009

Invoice #: 230

Amount Due: 6/27/2009

MONTH	DESCRIPTION	Rate	TOTAL
May			
4/20 - 6/1			
	Transportation @ \$.95 per MCF	0.95	\$ 17,198.61
	18,338.50 Mcf's		
	(234.70) Freegas		
	18,103.80 TOTAL MCFS		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Hellsley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	1 125	\$ 125.00
	Tri Point		
	Subtotal	15	\$ 1,875.00
	GRAND TOTAL:		\$ 19,073.61

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date: 06/12/09

Invoice #: 230

Amount Due: \$ 19,073.61

Amount Paid: _____

000048

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date: 7/10/2009

Invoice #: 234

Amount Due: 7/25/2009

MONTH	DESCRIPTION	Rate	TOTAL
June			
6/1 - 6/29			
	Transportation @ \$.95 per MCF	0.95	\$ 9,046.19
	9,681.40 Mcfs		
	(159.10) Freegas		
	9,522.30 TOTAL MCFS		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Subtotal	16	\$ 2,000.00
	GRAND TOTAL:		\$ 11,046.19

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date: 07/10/09

Invoice #: 234

Amount Due: \$ 11,046.19

Amount Paid: _____

000049

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date: 8/31/2009

Invoice #: 242

Amount Due: 9/30/2009

MONTH	DESCRIPTION	Rate	TOTAL
Aug			
7/27 - 8/24			
	Transportation @ \$.95 per MCF	0.95	\$ 7,525.81
	7,921.90 Mcfs		
	Free gas		
	7,921.90 TOTAL MCFS		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Helsley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Subtotal	16	\$ 2,000.00
	GRAND TOTAL:		\$ 9,525.81

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date: 08/31/09

Invoice #: 242

Amount Due: \$ 9,525.81

Amount Paid: _____

000051

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date: 9/30/2009

Invoice #: 246

Amount Due: 10/30/2009

MONTH	DESCRIPTION	Rate	TOTAL
Sept			
8/24 - 9/21			
	Transportation @ \$.95 per MCF	0.95	\$ 9,539.14
	10,336.80 Mcfs		
	(295.60) Freegas		
	10,041.20 TOTAL MCFS		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Hellsley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crlie Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Subtotal	16	\$ 2,000.00
	GRAND TOTAL:		\$ 11,539.14

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date: 09/30/09

Invoice #: 246

Amount Due: \$ 11,539.14

Amount Paid: _____

000052

INVOICE

Amount Due: 12/30/2009

GRAND TOTAL:

Amount Paid: _____

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Bill To:

Date: 01/14/10

Invoice #: 264

Amount Due: 1/29/2010

[illegible]

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Date: 01/14/10

Invoice #: 264

Amount Due: \$ 63,428.18

Amount Paid: _____

000055

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date: 03/10/10**Invoice #:** 279**Amount Due:** 3/25/2010

MONTH	DESCRIPTION	G/L CODE	TOTAL
February	Transportation @ \$.95 per MCF		\$ 68,375.30
1/25/10 - 2/22/10	73,045.1 Mcfs		
	(1071.10) Less free gas		
	71,974.00 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
	GRAND TOTAL:		\$ 70,375.30

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date: 03/10/10**Invoice #:** 279**Amount Due:** \$ 70,375.30**Amount Paid:** _____

000057

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date: 04/09/10

Invoice #: 286

Amount Due: 4/24/2010

MONTH	DESCRIPTION	G/L CODE	TOTAL
March	Transportation @ \$.95 per MCF		\$ 41,853.58
2/22/10 - 3/22	44,922.9 Mcfs		
	(866.50) Less free gas		
	44,056.40 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
	GRAND TOTAL:		\$ 43,853.58

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date: 04/09/10

Invoice #: 286

Amount Due: \$ 43,853.58

Amount Paid: _____

000058

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date: 05/11/10

Invoice #: 294

Amount Due: 5/26/2010

MONTH	DESCRIPTION	G/L CODE	TOTAL
			\$ 24,135.04
April	Transportation @ \$.95 per MCF		
3/22/10 - 4/19	25,829.1 Mcf's		
	(423.80) Less free gas		
	25,405.30 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
	GRAND TOTAL:		\$ 26,135.04

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date: 05/11/10

Invoice #: 294

Amount Due: \$ 26,135.04

Amount Paid: _____

000059

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date: 06/11/10**Invoice #:** 301**Amount Due:** 6/26/2010

MONTH	DESCRIPTION	G/L CODE	TOTAL
May	Transportation @ \$.95 per MCF		\$ 25,532.20
4/19 - 6/1	27,225.3 Mcfs		
	(349.30) Less free gas		
	26,876.00 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
	GRAND TOTAL:		\$ 27,532.20

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date: 06/11/10**Invoice #:** 301**Amount Due:** \$ 27,532.20**Amount Paid:** _____

000060

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date: 07/12/10

Invoice #: 309

Amount Due: 7/27/2010

MONTH	DESCRIPTION	G/L CODE	TOTAL
			\$ 4,281.46
June	Transportation @ \$.95 per MCF		
6/1 - 6/28	4,715.9 Mcfs		
	(209.10) Less free gas		
	4,506.80 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Helsley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	18	\$ 2,000.00
	GRAND TOTAL:		\$ 6,281.46

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Date: 07/12/10

Invoice #: 309

Amount Due: \$ 6,281.46

Amount Paid: _____

000061

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

08/11/10

Invoice #: 317

Amount Due: 8/26/2010

MONTH	DESCRIPTION	G/L CODE	TOTAL
July	Transportation @ \$.95 per MCF		\$ 5,496.99
6/28 - 7/26	5,888.1 Mcfs		
	(101.80) Less free gas		
	5,786.30 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
	GRAND TOTAL:		\$ 7,496.99

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

0 08/11/10

Invoice #: 317

Amount Due: \$ 7,496.99

Amount Paid: _____

000062

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

09/10/10

Invoice #: 325

Amount Due: 9/25/2010

MONTH	DESCRIPTION	G/L CODE	TOTAL
August	Transportation @ \$.95 per MCF		\$ 5,994.88
7/26 - 8/23	6,471.0 Mcfs		
	(160.60) Less free gas		
	6,310.40 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
	GRAND TOTAL:		\$ 7,994.88

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

0 09/10/10

Invoice #: 325

Amount Due: \$ 7,994.88

Amount Paid: _____

000063

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

10/11/10

Invoice #: 333

10/26/2010

MONTH	DESCRIPTION	G/L CODE	TOTAL
Sept	Transportation @ \$.95 per MCF		\$ 6,143.75
8/23 - 9/20	6,886.1 Mcfs		
	(219.00) Less free gas		
	6,467.10 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2	\$ -
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 1,750.00
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 7,893.75

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

0 10/11/10

Invoice #: 333

0 \$ 7,893.75

Amount Paid: _____

000064

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

11/10/10

Invoice #: 341

11/25/2010

MONTH	DESCRIPTION	G/L CODE	TOTAL
Oct	Transportation @ \$.95 per MCF		\$ 27,820.09
9/20 - 11/1/10	29,520.1 Mcf's		
	(235.80) Less free gas		
	29,284.30 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 29,820.09

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

0 11/10/10

Invoice #: 341

0 \$ 29,820.09

Amount Paid: _____

000065

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

12/10/10

Invoice #: 351

12/25/2010

MONTH	DESCRIPTION	G/L CODE	TOTAL
			\$ 39,863.71
Nov	Transportation @ \$.95 per MCF		
11/1/10 - 11/29/10	42,532.5 Mcfs		
	(570.70) Less free gas		
	41,961.80 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
Note:	Please see next page for Imbalance statement		
	GRAND TOTAL:		\$ 41,863.71

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

0 12/10/10

Invoice #: 351

0 \$ 41,863.71

Amount Paid: _____

000066

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

01/11/11

Invoice #: 363

1/26/2011

MONTH	DESCRIPTION	G/L CODE	TOTAL
Dec	Transportation @ \$.95 per MCF		\$ 75,324.93
11/29/10 - 12/28/10	80,567.9 Mcf's		
	(1278.50) Less free gas		
	79,289.40 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
November-10			
Note:	Please see next page for imbalance statement		
GRAND TOTAL:			\$ 77,324.93

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

0 01/11/11

Invoice #: 363

0 \$ 77,324.93

Amount Paid: _____

000067

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

02/11/11

Invoice #: 374

2/26/2011

MONTH	DESCRIPTION	G/L CODE	TOTAL
Jan	Transportation @ \$.95 per MCF		\$ 65,688.70
12/28/10 - 1/24/11	70,497.3 Mcfs		
	(1351.30) Less free gas		
	69,146.00 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 67,688.70

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

0 02/11/11

Invoice #: 374

0 \$ 67,688.70

Amount Paid: _____

000068

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

03/11/11

Invoice #: 385

3/26/2011

MONTH	DESCRIPTION	G/L CODE	TOTAL
Feb	Transportation @ \$.95 per MCF		\$ 90,828.46
1/24/11 - 2/28/11	97,166.0 Mcfs		
	(1557.10) Less free gas		
	95,608.90 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Helsley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
Note:	Please see next page for Imbalance statement		
GRAND TOTAL:			\$ 92,828.46

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

0 03/11/11

Invoice #: 385

0 \$ 92,828.46

Amount Paid: _____

000069

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

04/13/11

Invoice #: 396

4/28/2011

MONTH	DESCRIPTION	G/L CODE	TOTAL
			\$ 54,928.91
Mar	Transportation @ \$.95 per MCF		
2/28/11 - 3/30/11	58,736.5 Mcfs		
	(916.60) Less free gas		
	57,819.90 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Helsley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 56,928.91

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

0 04/13/11

Invoice #: 396

0 \$ 56,928.91

Amount Paid: _____

000070

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

05/11/11

Invoice #: 407

5/26/2011

MONTH	DESCRIPTION	G/L CODE	TOTAL
			\$ 34,824.34
Apr	Transportation @ \$.95 per MCF		
3/30/11 - 4/30/11	37,218.9 Mcfs		
	(561.70) Less free gas		
	36,657.20 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Helsley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
Note:	Please see next page for imbalance statement		
GRAND TOTAL:			\$ 36,824.34

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

0 05/11/11

Invoice #: 407

0 \$ 36,824.34

Amount Paid: _____

000071

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

06/10/11

Invoice #: 419

6/25/2011

MONTH	DESCRIPTION	G/L CODE	TOTAL
May	Transportation @ \$.95 per MCF 16,555.2 Mcf's (317.00) Less free gas		\$ 15,426.29
	16,238.20 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Hellsley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
Note:	Please see next page for Imbalance statement		
GRAND TOTAL:			\$ 17,426.29

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

0 06/10/11

Invoice #: 419

0 \$ 17,426.29

Amount Paid: _____

000072

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

Gas Natural Service Company, LLC
for Orwell Natural Gas
8500 Station Street
Mentor OH 44060

07/11/11

Invoice #: 431

7/26/2011

MONTH	DESCRIPTION	G/L CODE	TOTAL
June	Transportation @ \$.95 per MCF 7,807.9 Mcfs (145.50) Less free gas		\$ 7,279.28
	7,662.40 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Helsley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
Note:	Please see next page for imbalance statement		
GRAND TOTAL:			\$ 9,279.28

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Gas Natural Service Company, LLC
8500 Station Street
Mentor OH 44060

0 07/11/11

Invoice #: 431

0 \$ 9,279.28

Amount Paid: _____

000073

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

08/12/11

Invoice #: 442

8/27/2011

MONTH	DESCRIPTION	G/L CODE	TOTAL
July	Transportation @ \$.95 per MCF		\$ 7,693.01
	8,201.0 Mcfs		
	(103.10) Less free gas		
	8,097.90 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Helsley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
Note:	Please see next page for imbalance statement		
GRAND TOTAL:			\$ 9,693.01

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 08/12/11

Invoice #: 442

0 \$ 9,693.01

Amount Paid: _____

000074

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

09/14/11

Invoice #: 451

9/29/2011

MONTH	DESCRIPTION	G/L CODE	TOTAL
August	Transportation @ \$.95 per MCF 5,567.2 Mcf's (158.40) Less free gas		\$ 5,138.36
	5,408.80 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 7,138.36

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 09/14/11

Invoice #: 451

0 \$ 7,138.36

Amount Paid: _____

000075

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

10/14/11

Invoice #: 461

10/29/2011

MONTH	DESCRIPTION	G/L CODE	TOTAL
September	Transportation @ \$.95 per MCF 10,748.5 Mcfs (104.00) Less free gas		\$ 10,112.28
	10,644.50 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Hetsley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
Note:	Please see next page for imbalance statement		
GRAND TOTAL:			\$ 12,112.28

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 10/14/11

Invoice #: 461

0 \$ 12,112.28

Amount Paid: _____

000076

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

11/10/11

Invoice #: 472

11/25/2011

MONTH	DESCRIPTION	G/L CODE	TOTAL
October	Transportation @ \$.95 per MCF 22,792.5 Mcfs (215.20) Less free gas		\$ 21,448.44
	22,577.30 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
Note:	Please see next page for imbalance statement		
GRAND TOTAL:			\$ 23,448.44

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 11/10/11

Invoice #: 472

0 \$ 23,448.44

Amount Paid: _____

000077

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

12/14/11

Invoice #: 483

12/29/2011

MONTH	DESCRIPTION	G/L CODE	TOTAL
November	Transportation @ \$.95 per MCF 32,529.1 Mcfs (481.10) Less free gas		\$ 30,445.60
	32,048.00 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave 2	125	\$ 250.00
	West Walnut, Heisley 2	125	\$ 250.00
	Liberty Greens, Taylor-May 2	125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd 2	125	\$ 250.00
	Thwing Rd, Chardon Shopping 2	125	\$ 250.00
	Nature Preserve, Crile Rd 2	125	\$ 250.00
	Tyler Blvd, Grand River 2	125	\$ 250.00
	Tri Point, Andrews Osborne 2	125	\$ 250.00
	Total 16		\$ 2,000.00
Note:	Please see next page for imbalance statement		
GRAND TOTAL:			\$ 32,445.60

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 12/14/11

Invoice #: 483

0 \$ 32,445.60

Amount Paid: _____

000078

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

12/14/2011

Invoice #: 488

Amount Due: 12/29/2011

MONTH	DESCRIPTION	Rate	TOTAL
November and prior	Transportation @ \$.50 per MCF (The YMCA)		
	C967257 1622.4	0.5	\$ 811.20
	C967259 948.1	0.5	\$ 474.05
	C967296 661.5	0.5	\$ 330.75
	C967297 506.8	0.5	\$ 253.40
	C967300 359.1	0.5	\$ 179.55
	C967301 310.8	0.5	\$ 155.40
	C967302 415.7	0.5	\$ 207.85
	C967303 554.0	0.5	\$ 277.00
	C967304 755.1	0.5	\$ 377.55
	C967305 356.1	0.5	\$ 178.05
	C967306 307.1	0.5	\$ 153.55
	C967307 214.2	0.5	\$ 107.10
	C967308 245.9	0.5	\$ 122.95
	C967309 251.1	0.5	\$ 125.55
	C967311 332.8	0.5	\$ 166.40
	C975031 918.9	0.5	\$ 459.45
	C975026 544.9	0.5	\$ 272.45
	Total 9304.5	0.5	
GRAND TOTAL:			\$ 4,652.25

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

0 12/14/11

Invoice #: 488

Amount Due: \$ 4,652.25

Amount Paid: _____

000079

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

01/13/12

Invoice #: 494

1/28/2012

MONTH	DESCRIPTION	G/L CODE	TOTAL
December	Transportation @ \$.95 per MCF 57,367.3 Mcf's (888.30) Less free gas		\$ 53,655.05
	56,479.00 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
Note:	Please see next page for imbalance statement		
GRAND TOTAL:			\$ 55,655.05

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 01/13/12

Invoice #: 494

0 \$ 55,655.05

Amount Paid: _____

000080

INVOICE

Amount Due: 1/28/2012

[illegible]

Amount Paid: _____

000081

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

02/13/12

Invoice #: 505

2/28/2012

MONTH	DESCRIPTION	G/L CODE	TOTAL
January	Transportation @ \$.95 per MCF 84,377.6 Mcfs (1101.50) Less free gas		\$ 79,112.30
	83,276.10 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
Note:	Please see next page for imbalance statement		
GRAND TOTAL:			\$ 81,112.30

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 02/13/12

Invoice #: 505

0 \$ 81,112.30

Amount Paid: _____

000082

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Amount Due: 2/28/2012

GRAND TOTAL:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Invoice #: 510
Amount Due: \$ 1.150.90

000083

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

03/12/12

Invoice #: 517

3/27/2012

MONTH	DESCRIPTION	G/L CODE	TOTAL
February	Transportation @ \$.95 per MCF 64,311.3 Mcfs (1260.50) Less free gas		\$ 59,898.26
	63,050.80 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Holsley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
Note:	Please see next page for imbalance statement		
GRAND TOTAL:			\$ 61,898.26

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 03/12/12

Invoice #: 517

0 \$ 61,898.26

Amount Paid: _____

000084

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

000085

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

05/11/12

Invoice #: 538

5/26/2012

MONTH	DESCRIPTION	G/L CODE	TOTAL
April-12	Transportation @ \$.95 per MCF 35,232.2 Mcfs (369.70) Less free gas		\$ 33,119.38
	34,862.50 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Hellsley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 35,119.38

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 05/11/12

Invoice #: 538

0 \$ 35,119.38

Amount Paid: _____

000086

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Bill To:
Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Invoice #: 532
Amount Due: 4/28/2012

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:
Orwell Natural Gas
8500 Station Street
Mentor OH 44060

0 04/13/12
Invoice #: 532
Amount Due: \$ 697.35

Amount Paid: _____

000087

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

05/11/12

Invoice #: 539

5/26/2012

MONTH	DESCRIPTION	G/L CODE	TOTAL
April-12	Transportation @ \$.95 per MCF 37,329.3 Mcf's (550.50) Less free gas		\$ 34,939.86
	36,778.80 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Holsley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
Note:	Please see next page for imbalance statement		
GRAND TOTAL:			\$ 36,939.86

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 05/11/12

Invoice #: 539

0 \$ 36,939.86

Amount Paid: _____

000088

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Amount Due: 5/26/2012

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Invoice #: 543
Amount Due: \$ 618.70

000089

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

06/12/12

Invoice #: 550

6/27/2012

MONTH	DESCRIPTION	G/L CODE	TOTAL
May-12	Transportation @ \$.95 per MCF 11,328.5 Mcfs (388.90) Less free gas		\$ 10,392.62
	10,939.60 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Holsley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
Note:	Please see next page for imbalance statement		
GRAND TOTAL:			\$ 12,392.62

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 06/12/12

Invoice #: 550

0 \$ 12,392.62

Amount Paid: _____

000090

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

000091

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

07/12/12

Invoice #: 562

7/27/2012

MONTH	DESCRIPTION	G/L CODE	TOTAL
June-12	Transportation @ \$.95 per MCF		\$ 7,238.15
	7,836.6 Mcfs		
	(217.50) Less free gas		
	7,619.10 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
Note:	Please see next page for imbalance statement		
GRAND TOTAL:			\$ 9,238.15

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 07/12/12

Invoice #: 562

0 \$ 9,238.15

Amount Paid: _____

000093

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Amount Due: 7/27/2012

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Amount Paid: _____

000094

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

08/13/12

Invoice #: 574

8/28/2012

MONTH	DESCRIPTION	G/L CODE	TOTAL
July-12	Transportation @ \$.95 per MCF 8,315.3 Mcfs 74.80 Less free gas		\$ 7,970.60
	8,390.10 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Hellsley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 9,970.60

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 08/13/12

Invoice #: 574

0 \$ 9,970.60

Amount Paid: _____

000095

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

8/13/2012

Invoice #: 577

Amount Due: 8/28/2012

MONTH	DESCRIPTION	Rate	TOTAL
July	Transportation @ \$.50 per MCF (The YMCA)		
	326.4	0.54	\$ 176.26
	249.5	0.54	\$ 134.73
	Total	575.9	0.54 \$ 310.99
GRAND TOTAL:			\$ 310.99

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

0 08/13/12

Invoice #: 577

Amount Due: \$ 310.99

Amount Paid: _____

000096

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

09/14/12

Invoice #: 584

9/29/2012

MONTH	DESCRIPTION	G/L CODE	TOTAL
August-12	Transportation @ \$.95 per MCF 9,804.4 Mcfs (183.50) Less free gas		\$ 9,139.86
	9,620.90 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave 2	125	\$ 250.00
	West Walnut, Heisley 2	125	\$ 250.00
	Liberty Greens, Taylor-May 2	125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd 2	125	\$ 250.00
	Thwing Rd, Chardon Shopping 2	125	\$ 250.00
	Nature Preserve, Crile Rd 2	125	\$ 250.00
	Tyler Blvd, Grand River 2	125	\$ 250.00
	Tri Point, Andrews Osborne 2	125	\$ 250.00
	Total 16		\$ 2,000.00
Note:	Please see next page for imbalance statement		
GRAND TOTAL:			\$ 11,139.86

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 09/14/12

Invoice #: 584

0 \$ 11,139.86

Amount Paid: _____

000097

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

10/12/12

Invoice #: 594

10/27/2012

MONTH	DESCRIPTION	G/L CODE	TOTAL
September-12	Transportation @ \$.95 per MCF 8,038.3 Mcfs (203.40) Less free gas		\$ 20,244.41
May-12	8036.00 previously underbilled		
June-12	2607.00 previously underbilled		
July-12	2832.00 previously underbilled see attachment for details		
	21,309.90 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Helsley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
Note:	Please see next page for Imbalance statement		
GRAND TOTAL:			\$ 22,244.41

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 10/12/12
Invoice #: 594
0 \$ 22,244.41

Amount Paid: _____

000098

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

12/11/12

Invoice #: 615

12/26/2012

MONTH	DESCRIPTION	G/L CODE	TOTAL
November-12	Transportation @ \$.95 per MCF		\$ 52,729.18
	56,211.1 Mcfs		
	(706.70) Less free gas		
	55,504.40 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
Note:	Please see next page for imbalance statement		
GRAND TOTAL:			\$ 54,729.18

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 12/11/12

Invoice #: 615

0 \$ 54,729.18

Amount Paid: _____

000100

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

3/23/2013

MONTH	DESCRIPTION	G/L CODE	TOTAL
February-13	Transportation @ \$.95 per MCF 91,734.5 Mcfs (1352.60) Less free gas		\$ 85,862.81
	90,381.90 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
	Total February 2013 bill		\$ 87,862.81
	Less Prior month's credit balance		\$ (8,775.28)
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 79,087.53

Amount Paid:

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

4/23/2013

MONTH	DESCRIPTION	G/L CODE	TOTAL
March-13	Transportation @ \$.95 per MCF 81,665.3 Mcf's (1188.60) Less free gas		\$ 76,452.87
	80,476.70 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
	Total March 2013 bill		\$ 78,452.87
	Less March estimate		\$ (78,000.00)
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 452.86

Amount Paid:

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE**Bill To:**Orwell Natural Gas
8500 Station Street
Mentor OH 44060

05/08/13

Invoice #: 666

5/23/2013

MONTH	DESCRIPTION	G/L CODE	TOTAL
April-13	Transportation @ \$.95 per MCF		\$ 33,047.46
	35,604.2 Mcfs		
	(817.40) Less free gas		
	34,786.80 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crila Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	18	\$ 2,000.00
	Total		\$ 35,047.46
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 35,047.46

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:0
8500 Station Street
Mentor OH 44060

0 05/08/13

Invoice #: 666

0 \$ 35,047.46

Amount Paid: _____

000106

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1845

Bill To:

06/10/13

Invoice #: 676

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

6/25/2013

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 06/10/13

Invoice #: 676

0 \$ 22,481.43

Amount Paid:

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JUN 10 2013
By JS 6/10

000107

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

07/10/13

Invoice #: 686

7/25/2013

MONTH	DESCRIPTION	G/L CODE	TOTAL
June-13	Transportation @ \$.95 per MCF 16,373.7 Mcfs (284.00) Less free gas		\$ 15,285.22
	16,089.70 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Natura Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total	16	\$ 2,000.00
	Total		\$ 17,285.22
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 17,285.22

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 07/10/13

Invoice #: 686

0 \$ 17,285.22

Amount Paid: _____

000108

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 265-1945

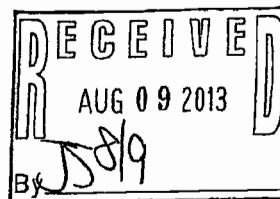
INVOICE**Bill To:**Orwell Natural Gas
8500 Station Street
Mentor OH 44060

08/09/13

Invoice #: 695

8/24/2013

MONTH	DESCRIPTION	G/L CODE	TOTAL
July-13	Transportation @ \$.95 per MCF		
	11,200.4 Mcfs		
	(161.0) Less free gas		
	11,039.4 Subtotal		\$ 10,487.43
	(10,500.0) Mcfs		\$ (9,975.00)
	Grand River Correction		
	539.4 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Hellsley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborn	2 125	\$ 250.00
	Total Telemeter Charges	16	\$ 2,000.00
	Total		\$ 2,512.43
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 2,512.43



PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:0
8500 Station Street
Mentor OH 44060

0 08/09/13

Invoice #: 695

0 \$ 2,512.43

Amount Paid: _____

000109

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

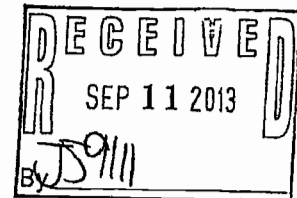
Orwell Natural Gas
8500 Station Street
Mentor OH 44060

09/10/13

Invoice #: 704

9/25/2013

MONTH	DESCRIPTION	G/L CODE	TOTAL
August-13	Transportation @ \$.95 per MCF		
	10,049.8 Mcf's		
	(213.0) Less free gas		
	9,836.8 Subtotal		\$ 9,344.96
	9,836.8 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total Telemeter Charges	16	\$ 2,000.00
	Total		\$ 11,344.96
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 11,344.96



PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 09/10/13

Invoice #: 704

0 \$ 11,344.96

Amount Paid: _____

000110

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

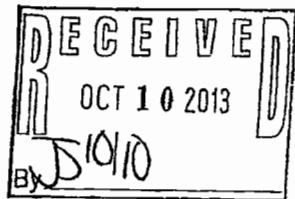
Orwell Natural Gas
8500 Station Street
Mentor OH 44060

10/10/13

Invoice #: 713

10/25/2013

MONTH	DESCRIPTION	G/L CODE	TOTAL
September-13	Transportation @ \$.95 per MCF 12,415.4 Mcfs		
	(173.3) Less free gas		
	12,242.1 Subtotal		\$ 11,630.00
	12,242.1 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Holsley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total Telemeter Charges	16	\$ 2,000.00
	Total		\$ 13,630.00
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 13,630.00



PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 10/10/13

Invoice #: 713

0 \$ 13,630.00

Amount Paid: _____

000111

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE**Bill To:**Orwell Natural Gas
8500 Station Street
Mentor OH 44060

11/08/13

Invoice #: 722

11/23/2013

MONTH	DESCRIPTION	G/L CODE	TOTAL
October-13	Transportation @ \$.95 per MCF		
	32,410.5 Mcfs		
	(313.0) Less free gas		
	32,097.5 Subtotal		\$ 30,492.63
	32,097.5 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total Telemeter Charges	16	\$ 2,000.00
	Total		\$ 32,492.63
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 32,492.63

PLEASE SEND THIS REMITTANCE WITH PAYMENT

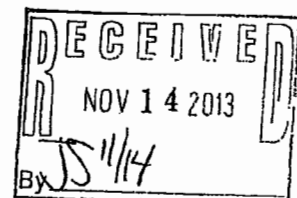
Bill To:0
8500 Station Street
Mentor OH 44060

0 11/08/13

Invoice #: 722

0 \$ 32,492.63

Amount Paid: _____



000112

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

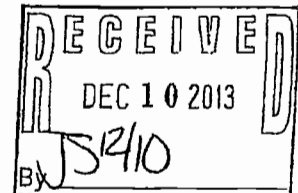
Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

12/10/13
Invoice #: 731

12/25/2013

MONTH	DESCRIPTION	G/L CODE	TOTAL
November-13	Transportation @ \$.95 per MCF		
	68,075.3 Mcf's		
	(754.5) Less free gas		
	67,320.8 Subtotal		\$ 63,954.76
	67,320.8 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Hetsley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total Telemeter Charges	16	\$ 2,000.00
	Total		\$ 65,954.76
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 65,954.76



PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 12/10/13
Invoice #: 731
0 \$ 65,954.76

Amount Paid: _____

000113

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

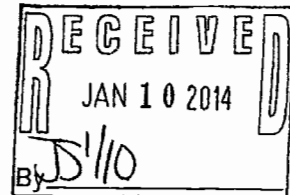
Orwell Natural Gas
8500 Station Street
Mentor OH 44060

01/10/14

Invoice #: 740

1/25/2014

MONTH	DESCRIPTION	G/L CODE	TOTAL
December-14	Transportation @ \$.95 per MCF		
	102,296.8 Mcfs		
	(1,148.5) Less free gas		
	101,148.3 Subtotal		\$ 96,090.89
	101,148.3 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Hetsley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total Telemeter Charges	16	\$ 2,000.00
	Total		\$ 98,090.89
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 98,090.89



PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 01/10/14

Invoice #: 740

0 \$ 98,090.89

Amount Paid: _____

000114

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

Due: 2/25/2014

RECEIVED
FEB 07 2014
By JS2/17

0
8500 Station Street
Mentor OH 44060

0 \$ 121,689.65

000115

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 256-1945

INVOICE

Bill To:

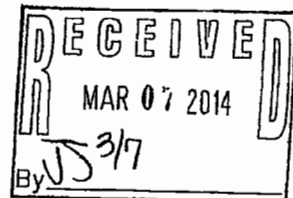
Orwell Natural Gas
8500 Station Street
Mentor OH 44060

03/07/14

Invoice #: 754

Due: 3/25/2014

MONTH	DESCRIPTION	G/L CODE	TOTAL
February-14	Transportation @ \$.95 per MCF		
	103,731.8 Mcf's		
	(798.0) Less free gas		
	102,933.8 Subtotal		\$ 97,787.11
	102,933.8 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total Telemeter Charges	16	\$ 2,000.00
	Total		\$ 99,787.11
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 99,787.11



PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 03/07/14

Invoice #: 754

0 \$ 99,787.11

Amount Paid: _____

000116

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

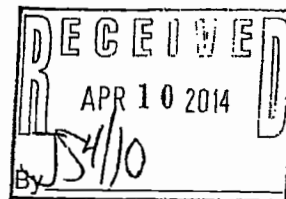
Orwell Natural Gas
8500 Station Street
Mentor OH 44060

04/10/14

Invoice #: 760

Due: upon receipt

MONTH	DESCRIPTION	G/L CODE	TOTAL
March-14	Transportation @ \$.95 per MCF		
	103,829.9 Mcfs		
	(1,105.3) Less free gas		
	102,724.6 Subtotal		\$ 97,588.37
	102,724.6 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total Telemeter Charges	16	\$ 2,000.00
	Total		\$ 99,588.37
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 99,588.37



PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 04/10/14

Invoice #: 760

0 \$ 99,588.37

Amount Paid: _____

000117

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE**Bill To:**

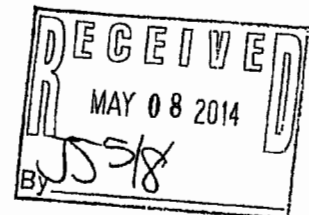
Orwell Natural Gas
8500 Station Street
Mentor OH 44060

05/09/14

Invoice #: 765

Due: upon receipt

MONTH	DESCRIPTION	G/L CODE	TOTAL
April-14	Transportation @ \$.95 per MCF		
	38,221.5 Mcf's		
	(852.2) Less free gas		
	37,369.3 Subtotal		\$ 35,500.84
	37,369.3 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Heislley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total Telemeter Charges	16	\$ 2,000.00
	Total		\$ 37,500.84
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 37,500.84



PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 05/09/14

Invoice #: 765

0 \$ 37,500.84

Amount Paid: _____

000118

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 266-1946

INVOICE

Bill To:

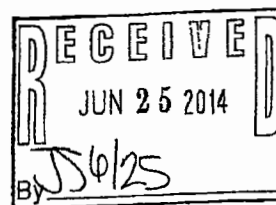
Orwell Natural Gas
8500 Station Street
Mentor OH 44060

06/10/14

Invoice #: 771

Due: upon receipt

MONTH	DESCRIPTION	G/L CODE	TOTAL
May-14	Transportation @ \$.95 per MCF		
	19,037.0 MCFs		
	(354.7) Less free gas		
	18,682.3 Subtotal		\$ 17,748.19
	18,682.3 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Hetsley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crite Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total Telemeter Charges	16	\$ 2,000.00
	Total		\$ 19,748.19
Note:	Please see next page for Imbalance statement		
	GRAND TOTAL:		\$ 19,748.19



OK
mz

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:
0
8500 Station Street
Mentor OH 44060

0 06/10/14
Invoice #: 771
0 \$ 19,748.19

Amount Paid: _____

000119

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

07/11/14

Invoice #: 782

Due: upon receipt

MONTH	DESCRIPTION	G/L CODE	TOTAL
June-14	Transportation @ \$.95 per MCF		
	10,017.7 Mcfs		
	(217.6) Less free gas		
	9,800.1 Subtotal		\$ 9,310.10
	9,800.1 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Haisley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total Telemeter Charges	16	\$ 2,000.00
	Total		\$ 11,310.10
Note:	Please see next page for Imbalance statement		
	GRAND TOTAL:		\$ 11,310.10

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

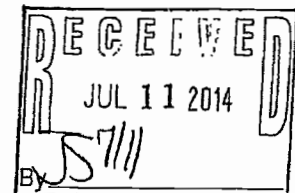
0
8500 Station Street
Mentor OH 44060

0 07/11/14

Invoice #: 782

0 \$ 11,310.10

Amount Paid: _____



000120

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

08/08/14

Invoice #: 789

Due: upon receipt

MONTH	DESCRIPTION	G/L CODE	TOTAL
July-14	Transportation @ \$.95 per MCF		
	11,244.7 Mcfs		
	(152.1) Less free gas		
	11,092.6 Subtotal		\$ 10,537.97
	11,092.6 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Helsley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total Telemeter Charges	16	\$ 2,000.00
			\$ 12,537.97
	Total		
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 12,537.97

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

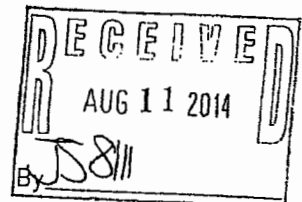
0
8500 Station Street
Mentor OH 44060

0 08/08/14

Invoice #: 789

0 \$ 12,537.97

Amount Paid: _____



000121

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 265-1845

INVOICE**Bill To:**Orwell Natural Gas
8500 Station Street
Mentor OH 44060

09/10/14

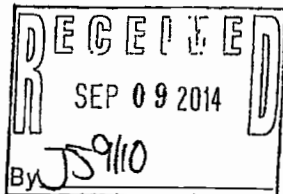
Invoice #: 796

Due: upon receipt

MONTH	DESCRIPTION	G/L CODE	TOTAL
August-14	Transportation @ \$.85 per MCF		
	12,364.1 Mcfs		
	(131.0) Less free gas		
	12,233.1 Subtotal		\$ 11,621.45
	12,233.1 TOTAL		
	Telemeter Charges		
	Slate Route 20, East Ave	2 125	\$ 250.00
	West Walnut, Hulsley	2 125	\$ 250.00
	Liberty Greens, Taylor-May	2 125	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 125	\$ 250.00
	Thwing Rd, Chardon Shopping	2 125	\$ 250.00
	Nature Preserve, Crile Rd	2 125	\$ 250.00
	Tyler Blvd, Grand River	2 125	\$ 250.00
	Tri Point, Andrews Osborne	2 125	\$ 250.00
	Total Telemeter Charges	16	\$ 2,000.00
	Total		\$ 13,621.45
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 13,621.45

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 440600 09/10/14
Invoice #: 796
0 \$ 13,621.45

Amount Paid: _____

000122

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

10/10/14

Invoice #: 803

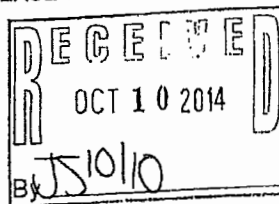
Due: upon receipt

MONTH	DESCRIPTION	Rate	TOTAL
September-14	Transportation @ \$.95 per MCF		
	13,638.1 Mcfs		
	(208.9) Less free gas		
	13,429.2 Subtotal	\$ 1.08	\$ 14,503.54
	13,429.2 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 \$ 125.00	\$ 250.00
	West Walnut, Heisley	2 \$ 125.00	\$ 250.00
	Liberty Greens, Taylor-May	2 \$ 125.00	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 \$ 125.00	\$ 250.00
	Thwing Rd, Chardon Shopping	2 \$ 125.00	\$ 250.00
	Nature Preserve, Crite Rd	2 \$ 125.00	\$ 250.00
	Tyler Blvd, Grand River	2 \$ 125.00	\$ 250.00
	Tri Point, Andrews Osborne	2 \$ 125.00	\$ 250.00
	Total Telemeter Charges	16	\$ 2,000.00
	Total		\$ 16,503.54
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 16,503.54

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

8500 Station Street
Mentor OH 44060



0 10/10/14

Invoice #: 803

0 \$ 16,503.54

Amount Paid: _____

000123

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

11/07/14

Invoice #: 810

Due: upon receipt

MONTH	DESCRIPTION	Rate	TOTAL
October-14	Transportation @ \$1.01 per MCF 28,833.7 Mcf's		
	(384.7) Less free gas		
	28,449.0 Subtotal	\$ 1.01	\$ 28,733.49
	28,449.0 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 \$ 125.00	\$ 250.00
	West Walnut, Heleley	2 \$ 125.00	\$ 250.00
	Liberty Greens, Taylor-May	2 \$ 125.00	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 \$ 125.00	\$ 250.00
	Thwing Rd, Chardon Shopping	2 \$ 125.00	\$ 250.00
	Nature Preserve, Crile Rd	2 \$ 125.00	\$ 250.00
	Tyler Blvd, Grand River	2 \$ 125.00	\$ 250.00
	Tri Point, Andrews Osborne	2 \$ 125.00	\$ 250.00
	Total Telemeter Charges	16	\$ 2,000.00
	Total		\$ 30,733.49
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 30,733.49

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

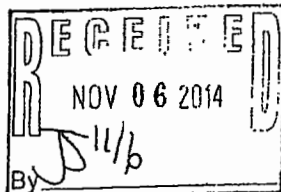
0
8500 Station Street
Mentor OH 44060

0 11/07/14

Invoice #: 810

0 \$ 30,733.49

Amount Paid: _____



000124

INVOICE

Due: upon receipt

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE**Bill To:**Orwell Natural Gas
8500 Station Street
Mentor OH 44060

01/09/15

Invoice #: 823

Due: upon receipt

MONTH	DESCRIPTION	Rate	TOTAL
December-14	Transportation @ \$1.01 per MCF		
	75,042.3 Mcfs		
	(1,020.7) Less free gas		
	74,021.6 Subtotal	\$ 1.01	\$ 74,761.82
	74,021.6 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 \$ 125.00	\$ 250.00
	West Walnut, Helsley	2 \$ 125.00	\$ 250.00
	Liberty Greens, Taylor-May	2 \$ 125.00	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 \$ 125.00	\$ 250.00
	Thwing Rd, Chardon Shopping	2 \$ 125.00	\$ 250.00
	Nature Preserve, Crile Rd	2 \$ 125.00	\$ 250.00
	Tyler Blvd, Grand River	2 \$ 125.00	\$ 250.00
	Tri Point, Andrews Osborne	2 \$ 125.00	\$ 250.00
	Total Telemeter Charges	16	\$ 2,000.00
	Total		\$ 76,761.82
Note:	Please see next page for Imbalance statement		
	GRAND TOTAL:		\$ 76,761.82

*****PLEASE SEND THIS REMITTANCE WITH PAYMENT*******Bill To:**0
8500 Station Street
Mentor OH 44060

0 01/09/15

Invoice #: 823

0 \$ 76,761.82

Amount Paid: _____

000126

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

02/10/15

Invoice #: 830

Due: upon receipt

MONTH	DESCRIPTION	Rate	TOTAL
January-15	Transportation @ \$1.01 per MCF		
	120,835.0 Mcfs		
	(1,835.5) Less free gas		
	119,199.5 Subtotal	\$ 1.01	\$ 120,391.50
	119,199.5 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 \$ 125.00	\$ 250.00
	West Walnut, Heisley	2 \$ 125.00	\$ 250.00
	Liberty Greens, Taylor-May	2 \$ 125.00	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 \$ 125.00	\$ 250.00
	Thwing Rd, Chardon Shopping	2 \$ 125.00	\$ 250.00
	Nature Preserve, Crite Rd	2 \$ 125.00	\$ 250.00
	Tyler Blvd, Grand River	2 \$ 125.00	\$ 250.00
	Tri Point, Andrews Osborne	2 \$ 125.00	\$ 250.00
	Total Telemeter Charges	16	\$ 2,000.00
	Total		\$ 122,391.50
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 122,391.50

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 02/10/15

Invoice #: 830

0 \$ 122,391.50

Amount Paid: _____

000127

Request
#4

000129

Orwell Trumbull Pipeline Company LLC **Customer Ledgers**

For the Period From Jan 1, 2009 to Feb 28, 2015

Filter Criteria includes: 1) IDs from Brainard Gas to Brainard-Intercompan. Report order is by ID. Report is printed in Detail Format.

Customer ID Customer	Date	Trans No	Type	Debit Amt	Credit Amt	Balance
	1/1/09	Balance Fwd				858.61
Brainard Gas	1/30/09	1332	CRJ		858.61	0.00
Brainard Gas Corp	1/31/09	206 Brainard	SJ	713.07		713.07
	2/12/09	1346	CRJ		713.07	0.00
	2/28/09	211 BGC	SJ	449.35		449.35
	3/25/09	1362	CRJ		449.35	0.00
	3/31/09	216	SJ	457.81		457.81
	4/16/09	1374	CRJ		457.81	0.00
	4/30/09	223	SJ	119.99		119.99
	5/28/09	1392	CRJ		119.99	0.00
	5/31/09	228	SJ	22.14		22.14
	6/19/09	1403	CRJ		22.14	0.00
	7/10/09	235	SJ	323.19		323.19
	7/17/09	238 CR	SJ		237.98	85.21
	7/22/09	1419	CRJ		323.19	-237.98
	7/31/09	239	SJ	9.31		-228.67
	8/31/09	243	SJ	9.98		-218.69
	9/30/09	247	SJ	26.22		-192.47
	10/31/09	250	SJ	169.20		-23.27
	11/30/09	254	SJ	207.96		184.69
	12/17/09	1467	CRJ		184.69	0.00
	12/31/09	261	SJ	828.40		828.40
	1/22/10	1475	CRJ		828.40	0.00
	1/31/10	272	SJ	913.62		913.62
	2/26/10	1491	CRJ		913.62	0.00
	2/28/10	281	SJ	870.49		870.49
	3/15/10	1495	CRJ		870.49	0.00
	3/31/10	288	SJ	368.51		368.51
	4/23/10	1506	CRJ		368.51	0.00
	4/30/10	297	SJ	155.04		155.04
	5/20/10	1515	CRJ		155.04	0.00
	5/31/10	304	SJ	62.42		62.42
	6/29/10	1006	CRJ		62.42	0.00
	6/30/10	312	SJ	63.94		63.94
	7/28/10	1015	CRJ		63.94	0.00
	7/31/10	320	SJ	66.60		66.60
	8/31/10	328	SJ	67.55		134.15
	9/1/10	1024	CRJ		66.60	67.55
	9/30/10	335	SJ	69.35		136.90
	10/15/10	1035	CRJ		67.55	69.35
	10/27/10	1044	CRJ		69.35	0.00
	10/31/10	343	SJ	135.00		135.00
	11/19/10	1054	CRJ		135.00	0.00
	11/30/10	355	SJ	306.76		306.76
	12/20/10	1073	CRJ		306.76	0.00
	12/30/10	360	SJ	1,072.27		1,072.27
	1/18/11	1080	CRJ		1,072.27	0.00
	1/31/11	375	SJ	956.56		956.56
	2/22/11	1095	CRJ		956.56	0.00
	2/28/11	386	SJ	1,042.53		1,042.53
	3/16/11	1103	CRJ		1,042.53	0.00
	3/31/11	397	SJ	822.42		822.42
	4/19/11	1114	CRJ		822.42	0.00
	4/30/11	408	SJ	436.62		436.62
	5/18/11	1126	CRJ		436.62	0.00
	5/31/11	420	SJ	145.92		145.92
	6/29/11	10023	CRJ		145.92	0.00
	6/30/11	430	SJ	59.85		59.85
	7/27/11	1145	CRJ		59.85	0.00
	7/31/11	441	SJ	45.79		45.79
	8/5/11	OTP 080511	SJ	1,000.00		1,045.79
	8/22/11	1161	CRJ		45.79	1,000.00
	8/31/11	453	SJ	53.30		1,053.30

GCR Audit Invoice for
 Time
 BH EAU

Orwell Trumbull Pipeline Company LLC **Customer Ledgers**

For the Period From Jan 1, 2009 to Feb 28, 2015

Filter Criteria includes: 1) IDs from Brainard Gas to Brainard-Intercompan. Report order is by ID. Report is printed in Detail Format.

Customer ID Customer	Date	Trans No	Type	Debit Amt	Credit Amt	Balance
					1,000.00	53.30
	9/7/11	1166	CRJ		53.30	0.00
	9/27/11	1175	CRJ	1.52		1.52
	9/30/11	463	SJ		1.52	0.00
	10/25/11	1187	CRJ			67.64
	10/31/11	474	SJ	67.64		0.00
	11/21/11	1203	CRJ		67.64	169.10
	11/30/11	485	SJ	169.10		0.00
	12/19/11	1217	CRJ		169.10	372.69
	12/31/11	496	SJ	372.69		0.00
	1/17/12	1226	CRJ		372.69	617.60
	1/31/12	507	SJ	617.60		0.00
	2/21/12	1243	CRJ		617.60	455.62
	2/29/12	518	SJ	455.62		0.00
	3/19/12	1252	CRJ		455.62	72.96
	3/31/12	529	SJ	72.96		0.00
	4/20/12	1283	CRJ		72.96	26.60
	4/30/12	540	SJ	26.60		0.00
	5/24/12	BNG	CRJ		26.60	10.83
	5/31/12	555	SJ	10.83		0.00
	6/19/12	1283	CRJ		10.83	1.90
	6/30/12	565	SJ	1.90		3.23
	7/31/12	579	SJ	1.33		1.33
	8/3/12	Dep	CRJ		1.90	0.00
	8/29/12	1317	CRJ		1.33	1.62
	8/31/12	586	SJ	1.62		0.00
	9/18/12	1323	CRJ		1.62	6.84
	9/30/12	596	SJ	6.84		0.00
	10/25/12	1336	CRJ		6.84	65.84
	10/31/12	608	SJ	65.84		0.00
	11/20/12	1352	CRJ		65.84	260.68
	11/30/12	616	SJ	260.68		0.00
	12/14/12	1362	CRJ		260.68	360.62
	12/31/12	626	SJ	360.62		0.00
	1/16/13	1372	CRJ		360.62	651.61
	1/31/13	636	SJ	651.61		0.00
	2/19/13	1388	CRJ		651.61	610.85
	2/28/13	647	SJ	610.85		1,096.11
	3/31/13	658	SJ	485.26		485.26
	4/9/13	1406	CRJ		610.85	0.00
	4/23/13	1413	CRJ		485.26	137.56
	4/30/13	668	SJ	137.56		0.00
	5/14/13	1419	CRJ		137.56	18.24
	5/31/13	678	SJ	18.24		0.00
	6/24/13	1431	CRJ		18.24	2.38
	6/30/13	687	SJ	2.38		0.00
	7/12/13	1438	CRJ		2.38	2.00
	7/31/13	696	SJ	2.00		0.00
	8/30/13	1454	CRJ		2.00	1.81
	8/31/13	705	SJ	1.81		0.00
	9/19/13	1	CRJ		1.81	2.00
	9/30/13	714	SJ	2.00		0.00
	10/22/13	1479	CRJ		2.00	19.00
	10/31/13	723	SJ	19.00		0.00
	11/19/13	1488	CRJ		19.00	227.62
	11/30/13	732	SJ	227.62		0.00
	12/30/13	1496	CRJ		227.62	558.98
	12/31/13	741	SJ	558.98		0.00
	1/14/14	1502	CRJ		558.98	864.12
	1/31/14	748	SJ	864.12		0.00
	2/18/14	1510	CRJ		864.12	438.71
	2/28/14	755	SJ	438.71		0.00
	3/10/14	1515	CRJ		438.71	484.41
	3/31/14	761	SJ	484.41		

Orwell Trumbull Pipeline Company LLC
Customer Ledgers

For the Period From Jan 1, 2009 to Feb 28, 2015

Filter Criteria includes: 1) IDs from Brainard Gas to Brainard-Intercompan. Report order is by ID. Report is printed in Detail Format.

Customer ID Customer	Date	Trans No	Type	Debit Amt	Credit Amt	Balance
	4/15/14	1524	CRJ		484.41	0.00
	4/30/14	766	SJ	105.17		105.17
	5/23/14	1535	CRJ		105.17	0.00
	5/31/14	772	SJ	19.48		19.48
	6/20/14	1544	CRJ		19.48	0.00
	6/30/14	778	SJ	1.62		1.62
	7/25/14	1551	CRJ		1.62	0.00
	7/31/14	785	SJ	1.90		1.90
	8/22/14	1557	CRJ		1.90	0.00
	8/31/14	792	SJ	2.28		2.28
	9/22/14	1563	CRJ		2.28	0.00
	9/30/14	799	SJ	1.30		1.30
	10/27/14	2002	CRJ		1.14	0.16
	10/31/14	806	SJ	37.98		38.14
	11/25/14	2012	CRJ		35.72	2.42
	11/30/14	812	SJ	491.26		493.68
	12/22/14	2017	CRJ		462.08	31.60
	12/31/14	819	SJ	698.21		729.81
	1/23/15	2025	CRJ		656.74	73.07
	1/31/15	826	SJ	968.89		1,041.96
Brainard-Intercompan	6/20/12	OTPBRD 0620	SJ	10,800.00		10,800.00
Brainard Gas	6/20/12	OTP62012	SJ	6,273.00		17,073.00
	8/3/12	Dep	CRJ		16,807.00	266.00
	11/5/12	1345	CRJ		266.00	0.00
Report Total				38,450.19	38,266.84	1,041.96

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Amount Due: 3/24/2009

GRAND TOTAL:

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Bill To:

Date: 4/10/2009

Invoice #: 216

Amount Due: 4/25/2009

MONTH	DESCRIPTION	Rate	TOTAL
March	Transportation @ \$.95 per MCF 481.9 Mcf's GCR Customers North	0.95	
	0 Free gas - Cometic Gasket	0.95	
	481.9 Mcf's	0.95	\$ 457.81
GRAND TOTAL:			\$ 457.81

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Date: 04/10/09

Invoice #: 216

Amount Due: \$ 457.81

Amount Paid: _____

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

Bill To:

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

Date: 5/11/2009

Invoice #: 223

Amount Due: 5/26/2009

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

Date: 05/11/09

Invoice #: 223

Amount Due: \$ 119.99

Amount Paid: _____

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Bill To:

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

Date: 6/12/2009

Invoice #: 228

Amount Due: 6/27/2009

MONTH	DESCRIPTION	Rate	TOTAL
May	Transportation @ \$.95 per MCF 23.3 Mcf's GCR Customers North	0.95	
	0 Free gas - Cometic Gasket	0.95	
	23.3 Mcfs	0.95	\$ 22.14
GRAND TOTAL:			\$ 22.14

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

Date: 06/12/09

Invoice #: 228

Amount Due: \$ 22.14

Amount Paid: _____

000137

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

Amount Due: 8/1/2009

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

Amount Paid: _____

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

Amount Due: 8/30/2009

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

Amount Paid: _____

INVOICE

Amount Due: 9/30/2009

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Amount Paid: _____

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

Amount Due: 10/30/2009

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

Amount Paid: _____

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Amount Due: 12/30/2009

000144

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

Amount Due: 2/27/2010

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Amount Paid:

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

Amount Due: 3/25/2010

GRAND TOTAL:

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

000147

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

Bill To:

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

Date: 4/9/2010

Invoice #: 288

Amount Due: 4/24/2010

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

Date: 04/09/10

Invoice #: 288

Amount Due: \$ 368.51

Amount Paid: _____

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

Amount Due: 5/26/2010

GRAND TOTAL:

000149

INVOICE

Amount Due: 6/26/2010

GRAND TOTAL:

000150

INVOICE

Amount Due: 7/27/2010

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Amount Paid: _____

3511 Lost Nation Road, Suite 213

(440) 255-1945

Bill To:

8/11/2010

Amount Due: 8/26/2010

MONTH	DESCRIPTION	Rate	TOTAL
July	Transportation @ \$.95 per MCF		
	70.1 Mcfs GCR Customers North	0.95	\$ 66.60
	0.0 Free gas - Cometic Gasket	0.95	\$ -
	70.1 Mcfs	0.95	
GRAND TOTAL:			\$ 66.60

Bill To:

0 08/11/10

Amount Due: \$ 66.60

000152

Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1945

INVOICE

Bill To:

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

9/10/2010

Invoice #: 328

Amount Due: 9/25/2010

MONTH	DESCRIPTION	Rate	TOTAL
Aug	Transportation @ \$.95 per MCF		
	71.1 Mcfs GCR Customers North	0.95	\$ 67.55
	0.0 Free gas - Cometic Gasket	0.95	\$ -
	71.1 Mcfs	0.95	
GRAND TOTAL:			\$ 67.55

GRAND TOTAL:

\$ 67.55

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

09/10/10

Invoice #: 328

Amount Due: \$ 67.55

Amount Paid:

000153

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

11/25/2010

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

0 \$ 135 00

000155

3511 Lost Nation Road, Suite 213

(440) 255-1945

Bill To:

12/10/2010

12/25/2010

GRAND TOTAL:

Bill To:

0 12/10/10

0 \$ 306.76

000156

INVOICE

1/26/2011

GRAND TOTAL:

000157

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

3/26/2011

GRAND TOTAL:

000159

INVOICE

4/28/2011

GRAND TOTAL:

Amount Paid: _____

INVOICE

5/26/2011

GRAND TOTAL:

000161

INVOICE

6/25/2011

INVOICE

7/26/2011

INVOICE

8/27/2011

MONTH	DESCRIPTION	Rate	TOTAL
July	Transportation @ \$.95 per MCF 48.2 Mcfs GCR Customers North		\$ 45.79
	0.0 Free gas - Cometic Gasket	0.95	\$ -
	48.2 Mcfs	0.95	
GRAND TOTAL:			\$ 45.79

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Amount Paid: _____

000164

INVOICE

9/29/2011

GRAND TOTAL:

000165

INVOICE

10/29/2011

GRAND TOTAL:

000166

INVOICE

11/25/2011

GRAND TOTAL:

000167

INVOICE

12/29/2011

MONTH	DESCRIPTION	Rate	TOTAL
November	Transportation @ \$.95 per MCF		
	178.0 Mcfs GCR Customers North		\$ 169.10
	0.0 Free gas - Cometic Gasket	0.95	\$ -
	178.0 Mcfs	0.95	
	GRAND TOTAL:		\$ 169.10

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Amount Paid:

INVOICE

1/28/2012

MONTH	DESCRIPTION	Rate	TOTAL
December	Transportation @ \$.95 per MCF 392.3 Mcf's GCR Customers North		\$ 372.69
	0.0 Free gas - Cometic Gasket	0.95	\$ -
	392.3 Mcf's	0.95	
GRAND TOTAL:			\$ 372.69

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

3/27/2012

GRAND TOTAL:

000171

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Bill To:

4/13/2012

Invoice #: 529

4/28/2012

MONTH	DESCRIPTION	Rate	TOTAL
March	Transportation @ \$.95 per MCF		
	194.3 Mcfs GCR Customers North		\$ 184.59
	(117.5) Free gas - Cometic Gasket	0.95	\$ (111.63)
	76.8 Mcfs	0.95	
GRAND TOTAL:			\$ 72.96

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0 04/13/12

Invoice #: 529

0 \$ 72.96

Amount Paid: _____

000172

INVOICE

5/26/2012

GRAND TOTAL:

000173

INVOICE

6/27/2012

GRAND TOTAL:

000174

INVOICE

7/27/2012

GRAND TOTAL:

000175

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

9/29/2012

GRAND TOTAL:

000177

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

11/27/2012

MONTH	DESCRIPTION	Rate	TOTAL
October	Transportation @ \$.95 per MCF 69.3 Mcfs GCR Customers North		\$ 65.84
	Free gas - Cometic Gasket	0.95	\$ -
	69.3 Mcfs	0.95	
GRAND TOTAL:			\$ 65.84

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Bill To:

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

12/11/2012

Invoice #: 616

12/26/2012

MONTH	DESCRIPTION	Rate	TOTAL
November	Transportation @ \$.95 per MCF 274.4 Mcf's GCR Customers North		\$ 260.68
	Free gas - Cometic Gasket	0.95	\$ -
	274.4 Mcf's	0.95	
	GRAND TOTAL:		\$ 260.68

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 12/11/12

Invoice #: 616

0 \$ 260.68

Amount Paid: _____

INVOICE

1/26/2013

GRAND TOTAL:

000181

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

3/23/2013

GRAND TOTAL:

000183

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

5/23/2013

MONTH	DESCRIPTION	Rate	TOTAL
April	Transportation @ \$.95 per MCF 144.8 Mcfs GCR Customers North		\$ 137.56
	0.0 Free gas - Cometic Gasket	0.95	\$ -
	144.8 Mcfs	0.95	
GRAND TOTAL:			\$ 137.56

Amount Paid:

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

INVOICE

7/25/2013

[illegible]

Amount Paid: _____

000187

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

000188

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Bill To:

10/10/2013

Invoice #: 714

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

10/25/2013

[illegible]

RECEIVED
OCT 10 2013
By _____

GRAND TOTAL:

\$ 2.00

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 10/10/13

Invoice #: 714

0 \$ 2.00

Amount Paid: _____

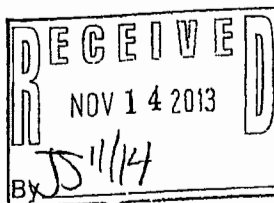
000190

INVOICE

11/23/2013

MONTH	DESCRIPTION	Rate	TOTAL
October	Transportation @ \$.95 per MCF 61.4 Mcf's GCR Customers North		\$ 58.33
	(41.4) Free gas - Cometic Gasket	0.95	\$ (39.33)
	20.0 Mcf's	0.95	
	GRAND TOTAL :		\$ 19.00

Amount Paid: _____



000191

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

000193

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Bill To:

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

2/7/2014

Invoice #: 748

Due: 2/25/2014

MONTH	DESCRIPTION	Rate	TOTAL
January	Transportation @ \$.95 per MCF 909.6 Mcfs GCR Customers North		\$ 864.12
	0.0 Free gas - Cometic Gasket	0.95	\$ -
	909.6 Mcfs	0.95	
GRAND TOTAL :			\$ 864.12

RECEIVED
FEB 07 2014
J547

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

8500 Station Street
Mentor OH 44060

0 02/07/14

Invoice #: 748

0 \$ 864.12

Amount Paid: _____

000194

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

000195

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

Due: upon receipt

MONTH	DESCRIPTION	Rate	TOTAL
March	Transportation @ \$.95 per MCF 509.9 Mcfs GCR Customers North		\$ 484.41
	Free gas - Cometic Gasket	0.95	\$ -
	509.9 Mcfs	0.95	
	GRAND TOTAL :		\$ 484.41

GRAND TOTAL:

RECEIVED
APR 10 2014
BY 54/10

***PLEASE SEND THIS REMITTANCE WITH PAYMENT**

0
8500 Station Street
Mentor OH 44060

0 \$ 484.41

Amount Paid: _____

000196

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

000197

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

6/10/2014

Invoice #: 772

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

GRAND TOTAL:

Bill To:

0 06/10/14

Invoice #: 772

0 \$ 19.48

Amount Paid: _____

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

000199

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

Brainard Gas Corp
8500 Station Street
Mentor OH 44060

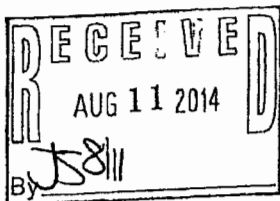
Due: upon receipt

MONTH	DESCRIPTION	Rate	TOTAL
July	Transportation @ \$.95 per MCF 2.0 Mcf's GCR Customers North		\$ 1.90
	Free gas - Cometio Gasket	0.95	\$ -
	2.0 Mcf's	0.95	
	GRAND TOTAL:		\$ 1.90

GRAND TOTAL:

PLEASE SEND THIS REMITTANCE WITH PAYMENT

0
8500 Station Street
Mentor OH 44060



0 \$ 1.90

Amount Paid: _____

000200

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

000201

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

000202

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

000203

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

000204

INVOICE

Due: upon receipt

GRAND TOTAL:

000205

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

000206

OTIP's Responses to ONC's 2nd
Set of Discovery

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

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

**ORWELL TRUMBULL PIPELINE COMPANY LLC'S
RESPONSES TO THE**

**INTERROGATORIES
AND
REQUEST FOR PRODUCTION OF DOCUMENTS
PROPOUNDED UPON ORWELL-TRUMBULL PIPELINE COMPANY
BY
THE OFFICE OF THE OHIO CONSUMERS' COUNSEL
SECOND SET**

July30, 2015

The Office of the Ohio Consumers' Counsel, ("OCC") a movant to intervene in the above-captioned proceeding before the Public Utilities Commission of Ohio ("PUCO") submits the following Interrogatories and Requests for Production of Documents pursuant to Sections 4901-1-19 and 4901-1-20 and of the Ohio Adm. Code for response from Orwell-Trumbull Pipeline Company ("OTP") within 20 days (August 19, 2015) -- or earlier if the PUCO orders an earlier response period. An electronic response should be provided to the extent possible to the OCC at the following addresses:

Joseph P. Serio
Assistant Consumers' Counsel
10 West Broad Street, Suite 1800
Columbus, Ohio 43215-3485
(614) 466-9565
Joseph.serio@occ.ohio.gov

Additionally, the Utilities must follow the instructions provided herein in responding to the inquiries. Definitions are provided that are used in the OCC's discovery.

DEFINITIONS

As used herein the following definitions apply:

1. "Document" or "Documentation" when used herein, is used in its customary broad sense, and means all originals of any nature whatsoever, identical copies, and all non-identical copies thereof, pertaining to any medium upon which intelligence or information is recorded in your possession, custody, or control regardless of where located; including any kind of printed, recorded, written, graphic, or photographic matter and things similar to any of the foregoing, regardless of their author or origin. The term specifically includes, without limiting the generality of the following: punch cards, printout sheets, movie film, slides, PowerPoint slides, phonograph records, photographs, memoranda, ledgers, work sheets, books, magazines, notebooks, diaries, calendars, appointment books, registers, charts, tables, papers, agreements, contracts, purchase orders, checks and drafts, acknowledgments, invoices, authorizations, budgets, analyses, projections, transcripts, minutes of meetings of any kind, telegrams, drafts, instructions, announcements, schedules, price lists, electronic copies, reports, studies, statistics, forecasts, decisions, and orders, intra-office and inter-office communications, correspondence, financial data, summaries or records of conversations or interviews, statements, returns, diaries, workpapers, maps, graphs, sketches, summaries or reports of investigations or negotiations, opinions or reports of

consultants, brochures, bulletins, pamphlets, articles, advertisements, circulars, press releases, graphic records or representations or publications of any kind (including microfilm, videotape and records, however produced or reproduced), electronic (including e-mail), mechanical and electrical records of any kind and computer produced interpretations thereof (including, without limitation, tapes, tape cassettes, disks and records), other data compilations (including, source codes, object codes, program documentation, computer programs, computer printouts, cards, tapes, disks and recordings used in automated data processing together with the programming instructions and other material necessary to translate, understand or use the same), all drafts, prints, issues, alterations, modifications, changes, amendments, and mechanical or electric sound recordings and transcripts to the foregoing. A request for discovery concerning documents addressing, relating or referring to, or discussing a specified matter encompasses documents having a factual, contextual, or logical nexus to the matter, as well as documents making explicit or implicit reference thereto in the body of the documents. Originals and duplicates of the same document need not be separately identified or produced; however, drafts of a document or documents differing from one another by initials, interlineations, notations, erasures, file stamps, and the like shall be deemed to be distinct documents requiring separate identification or production. Copies of documents shall be legible.

2. "Communication" shall mean any transmission of information by oral, graphic, written, pictorial, or otherwise perceptible means, including, but not limited to, telephone conversations, letters, telegrams, and personal conversations. A request seeking the identity of a communication addressing, relating or referring to, or discussing a specified matter encompasses documents having factual, contextual, or logical nexus to the matter, as well as

communications in which explicit or implicit reference is made to the matter in the course of the communication.

3. The "substance" of a communication or act includes the essence, purport or meaning of the same, as well as the exact words or actions involved.
4. "And" or "Or" shall be construed conjunctively or disjunctively as necessary to make any request inclusive rather than exclusive.
5. "You," and "Your," or "Yourself" refer to the party requested to produce documents and any present or former director, officer, agent, contractor, consultant, advisor, employee, partner, or joint venture of such party.
6. Each singular shall be construed to include its plural, and vice versa, so as to make the request inclusive rather than exclusive.
7. Words expressing the masculine gender shall be deemed to express the feminine and neuter genders; those expressing the past tense shall be deemed to express the present tense; and vice versa.
8. "Person" includes any firm, corporation, joint venture, association, entity, or group of natural individuals, unless the context clearly indicates that only a natural individual is referred to in the discovery request.
9. "Economic development" is meant to include activities that facilitate the state's effectiveness in the global economy, to promote job growth and retention in the state, to ensure the availability of reasonably priced electric service, to promote energy efficiency and to provide a means of giving appropriate incentives to technologies that can adapt successfully to environmental mandates in furtherance of the policy of the state of Ohio embodied in section 4928.02 of the Revised Code.

10. "Identify," or "the identity of," or "identified" means as follows:

- A. When used in reference to an individual, to state his full name and present or last known position and business affiliation, and his position and business affiliation at the time in question;
- B. When used in reference to a commercial or governmental entity, to state its full name, type of entity (e.g., corporation, partnership, single proprietorship), and its present or last known address;
- C. When used in reference to a document, to state the date, author, title, type of document (e.g., letter, memorandum, photograph, tape recording, etc.), general subject matter of the document, and its present or last known location and custodian;
- D. When used in reference to a communication, to state the type of communication (i.e., letter, personal conversation, etc.), the date thereof, and the parties thereto and the parties thereto and, in the case of a conversation, to state the substance, place, and approximate time thereof, and identity of other persons in the presence of each party thereto;
- E. When used in reference to an act, to state the substance of the act, the date, time, and place of performance, and the identity of the actor and all other persons present; and
- F. When used in reference to a place, to state the name of the location and provide the name of a contact person at the location (including that person's telephone number), state the address, and state a defining physical location (for example: a room number, file cabinet, and/or file designation).

11. The terms "PUCO" and "Commission" refer to the Public Utilities Commission of Ohio, including its Commissioners, personnel (including Persons working for the PUCO Staff as well as in the Public Utilities Section of the Ohio Attorney General's Office), and offices.
12. The term "e.g." connotes illustration by example, not limitation.
13. "OCC" means the Office of the Ohio Consumers' Counsel.
14. "Brainard" means Brainard Gas Corporation.
15. "Orwell" means Orwell Natural Gas Corporation.
16. "Orwell Trumbull" or "OTP" means Orwell-Trumbull Pipeline Co., LLC.
17. "Great Plains" means Great Plains Exploration, LLC.
18. "GNI" means Gas Natural Inc.

INSTRUCTIONS FOR ANSWERING

1. All information is to be divulged which is in your possession or control, or within the possession or control of your attorney, agents, or other representatives of yours or your attorney.
2. Where an interrogatory calls for an answer in more than one part, each part should be separate in the answer so that the answer is clearly understandable.
3. Each interrogatory shall be answered separately and fully in writing under oath, unless it is objected to, in which event the reasons for objection shall be stated in lieu of an answer. The answers are to be signed by the person making them, and the objections are to be signed by the attorney or other person making them.
4. If any answer requires more space than provided, continue the answer on the reverse side of the page or on an added page.
5. Your organization(s) is requested to produce responsive materials and information within its physical control or custody, as well as that physically controlled or possessed by any other person acting or purporting to act on your behalf, whether as an officer, director, employee, agent, independent contractor, attorney, consultant, witness, or otherwise.
6. Where these requests seek quantitative or computational information (e.g., models, analyses, databases, and formulas) stored by your organization(s) or its consultants in computer-readable form, in addition to providing hard copy (if an electronic response is not otherwise provided as requested), you are requested to produce such computer-readable information, in order of preference:
 - A. Microsoft Excel worksheet files on compact disk;
 - B. other Microsoft Windows or Excel compatible worksheet or database diskette files;

- C. ASCII text diskette files; and
 - D. such other magnetic media files as your organization(s) may use.
7. Unless otherwise indicated, the following requests shall require you to furnish information and tangible materials pertaining to, in existence, or in effect for the whole or any part of the period from January 1, 2000 through and including the date of your response.
8. Responses must be complete when made, and must be supplemented consistent with Ohio Adm. Code 4901-1-16(D). Additionally, in accordance with Ohio Adm. Code 4901-1-16(D)(5) the OCC is specifically requesting that all responses be supplemented with subsequently acquired information at the time such information is available.
9. In the event that a claim of privilege is invoked as the reason for not responding to discovery, the nature of the information with respect to which privilege is claimed shall be set forth in responses together with the type of privilege claimed and a statement of all circumstances upon which the respondent to discovery will rely to support such a claim of privilege (i.e. provide a privilege log). Respondent to the discovery must a) identify (see definition) the individual, entity, act, communication, and/or document that is the subject of the withheld information based upon the privilege claim, b) identify all persons to whom the information has already been revealed, and c) provide the basis upon which the information is being withheld and the reason that the information is not provided in discovery.

INTERROGATORIES

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

RESPONSE:

Richard Osborne 85.93%

FCCC Co II, LLC 14.07%

INT-15. If the response to OCC Interrogatory No. 2 is negative, how did OTP determine that the volumes delivered off the Great Plains/OTP gathering lines for the last four years had not been previously billed to Orwell?

RESPONSE:

Orwell Trumbull Pipeline Company LLC always knew that the volumes weren't being billed. The issue of compensation was being deferred in anticipation that Gas Natural Inc. was going to acquire the pipeline and compensate Orwell Trumbull Pipeline Company, LLC and/or its ownership at the time of acquisition.

INT-16. Referring to the response to OCC Interrogatory No. 14, if Orwell-Trumbull is not the sole owner of the Great Plains/OTP gathering lines, does the owner(s) of the steel gathering lines charge Orwell-Trumbull to transport gas on the steel gathering lines?

RESPONSE:

N/A

INT-17. If the response to OCC Interrogatory No. 16 is affirmative, what is the rate(s) that the owner of the gathering lines charged Orwell Trumbull for use of the 2" steel gathering lines for the four years of deliveries that Orwell Trumbull is attempting to charge Orwell?

RESPONSE:

N/A

INT-18. Referring to the response to OCC Interrogatory No.4:

- A. How was the "understanding that Orwell Trumbull Pipeline Company would be compensated for transport service upon a contemplated purchase of the lines by Gas Natural" communicated to Orwell?
- B. How many taps has Orwell made off of Great Plains-OTP's 2" gathering lines?
- C. Were the gas lines extended from the taps of the 2" gathering lines installed by Orwell Natural Gas?

RESPONSE:

- A. Verbally, by directors of Gas Natural to Richard Osborne
- B. 22 metered stations, 58 farm taps
- C. Yes.

INT-19. Referring to the response to OCC Interrogatory No. 18A what were:

- A. The date(s) of the communication;
- B. The names and positions of the individuals that were present for each communication; and
- C. The exact terms of each communication?

RESPONSE: The specific dates and terms of communications are no longer known to Orwell Trumbull Pipeline Company LLC, nor are the records of such communications in the possession, custody or control of Respondent. Ms. Rebecca Howell, a former officer and employee of Orwell Trumbull Pipeline Company, and later an officer and employee of Gas Natural Inc., was involved in calculating values for the acquisition during her tenure at Orwell Trumbull Pipeline Company, which was approximately 2010 through 2013.

INT-20. Referring to the response to OCC Interrogatory No.4, was "the understanding that Orwell Trumbull Pipeline Company would be compensated for transport service upon a contemplated purchase of the lines by Gas Natural" reduced to writing?

RESPONSE:

Yes, in a severance agreement dated July 15, 2014, between Richard Osborne and Gregory Osborne.

INT-21. If the response to OCC Interrogatory No. 20 is negative, please explain why the understanding was not reduced the writing.

RESPONSE:

N/A

INT-22. Referring to the response to OCC Interrogatory No.5, please explain how Orwell Trumbull determined the price of \$0.95 per Mcf for volumes transported through 2" gathering lines.

RESPONSE: The specific determinations are no longer known to Orwell Trumbull Pipeline Company LLC, nor are the records of such determinations in the possession, custody or control of Respondent. Generally, however, the rate was determined by calculating a rate that was anticipated to be lower than Dominion East Ohio's rates yet provide for the recovery of operating costs and a reasonable return on the company's investment.

INT-23. Referring to the response to OCC Interrogatory No.5, did Orwell Trumbull ever explain to Orwell the price of \$0.95 per Mcf for volumes transported through 2" gathering lines?

RESPONSE:

Yes.

INT-24. If the response to OCC Interrogatory No. 23 is affirmative, please provide:

- A. The date(s) when the \$0.95 per Mcf price was communicated to Orwell;
- B. The individual(s) of Orwell to whom the \$0.95 per Mcf price was communicated; and
- C. The individual(s) at Orwell Trumbull that communicated the \$0.95 per Mcf price to those individuals identified in response to OCC Interrogatory No. 24(B)?

RESPONSE:

- A. 9/12/2014
- B. Robyn Lojek, Jim Sprague, Gregory Osborne
- C. Jessica Carothers

INT-25. Referring to the response to OCC Interrogatory No. 5, how did Orwell Trumbull arrived at the price of 1.5% on all past due amounts?

RESPONSE:

See Section 5.4 of the Orwell Trumbull/Orwell Natural Gas Contract.

INT-26. Referring to your response to OCC Interrogatory No. 5, did Orwell Trumbull ever explain to Orwell the price of 1.5% on all past due amounts?

RESPONSE:

Yes.

INT-27. If the response to OCC Interrogatory No. 6 is affirmative, please provide:

- A. The date(s) when the 1.5% price was communicated to Orwell;
- B. The individual(s) of Orwell to whom the price was communicated; and
- C. The individual(s) at Orwell Trumbull that communicated the 1.5% price to those individuals identified in response to (b)?

RESPONSE:

- A. July 25, 2015
- B. Mr. Marty Whelan, Mr. Gregory Osborne, Mr. Jim Sprague
- C. Mr. Richard Osborne and Ms. Jessica Carothers

INT-28. Referring to the response to OCC Interrogatory No. 7, Please provide the name and position of each employee at GNI that Orwell Trumbull contacted on June 25, 2014 regarding status of the payments.

RESPONSE: Kayleigh Wilson, Accounts Payable

Don Whiteman, Corporate Controller, Gas Natural Inc.

Laurie Stevens, Controller

Jim Sprague, CFO

Mike Zappitello, Director of Gas Procurement

INT-29. Referring to the response to OCC Interrogatory No. 7, please explain the process/actions that Orwell-Trumbull would take to shut off transportation to Orwell.

RESPONSE: The specific threat was to "begin proceedings to shut off transport." This phrase was intended to communicate Orwell Trumbull Pipeline Company LLC's resolve to initiate legal action against Orwell Natural Gas in either a court of competent jurisdiction or before the Public Utilities Commission of Ohio if payment was not forthcoming.

INT-30. With respect to the verbal agreement referenced in response to OCC Interrogatory

No. 9, please provide:

- A. The date of the verbal agreement;
- B. The names and positions of the individuals that were present for the verbal agreement; and
- C. The exact terms of the verbal agreement;
- D. Who negotiated the verbal agreement for OTP;
- E. Who negotiated the verbal agreement for Orwell?

RESPONSE: See Response to Interrogatories No. 9 and 19.

INT-31. Referring to your response to OCC Interrogatory No. 9, did the verbal agreement include transportation costs that were incurred earlier than the prior year's usage of the 2" steel gathering lines?

RESPONSE:

Yes.

INT-32. If the response to OCC Interrogatory No. 31 is negative, please explain why Orwell Trumbull waited until September of 2014 to request payment for those invoices.

RESPONSE:

Until September, 2014, Orwell Trumbull Pipeline Company LLC understood that Orwell Trumbull Pipeline Company LLC would be compensated for its investment in 2 inch lines at the time Gas Natural Inc. purchased it.

INT-33. Referring to the response to OCC Interrogatory No. 10, please explain why negotiations between GNI and Richard Osborne in July of 2014, fell apart.

RESPONSE:

After an agreement had been reached Gas Natural insisted upon adding an additional term requiring Mr. Osborne to release claims against the law firm of Kohrman Jackson & Krantz, counsel to GNI.

INT-34. Referring to your response to OCC Interrogatory No. 9, does Orwell-Trumbull and/or Great Plains Exploration have a tariff filed with the PUCO for transportation of natural gas on the gathering lines?

RESPONSE:

Orwell Trumbull Pipeline Company's tariff is not specific to the 2 inch lines.

INT-35. Who were the company officers and their titles for Orwell-Trumbull Pipeline for each year, since January 1, 2008?

RESPONSE:

Mr. Richard Osborne CEO

Mr. Thomas Smith, President and COO (through 2013)

Mr. Gregory Osborne, Vice President and Assistant Secretary (through 2013)

Mr. Steven Rigo, Executive Vice President (through 2013)

Ms. Rebecca Howell, Secretary and Controller (approx. 2010 through 2013)

INT-36. Who was the owner of Orwell-Trumbull Pipeline as of January 1, 2008?

RESPONSE:

Mr. Richard Osborne

INT-37. Referring to the response to Interrogatory No. 36, if the ownership of Orwell-Trumbull Pipeline changed since January 1, 2008, who is the current owner of Orwell-Trumbull Pipeline?

RESPONSE:

Mr. Richard Osborne,
FCCC Co LLC

INT-38. In addition to Orwell, does Orwell-Trumbull Pipeline provide transportation service to any other customers?

RESPONSE:

Yes.

INT-39. If the response to Interrogatory No. 38 is affirmative, identify those other customers receiving transportation service from Orwell-Trumbull Pipeline.

RESPONSE:

Orwell Natural Gas,

Brainerd Natural Gas,

Gas Natural Resources (formerly known as John D Oil and Gas Marketing)

Great Plains

REQUEST FOR PRODUCTION OF DOCUMENTS

RPD-5. Referring to the response to OCC Interrogatory Nos. 18 and 19, please provide a copy of any memorandum, email, or other communications that memorialized the understanding.

OBJECTION: Respondent's response is strictly limited to those documents that are responsive and which are within its possession, custody or control.
Responsive Documents are being produced.

RPD-6. If the response to OCC Interrogatory No. 20 is affirmative, please provide a copy of any and all written agreement(s).

OBJECTION: Respondent's response is strictly limited to those documents that are responsive and which are within its possession, custody or control.
Responsive Documents are being produced.

RPD-7. If the response to OCC Interrogatory No. 23 is affirmative, please provide any and all documentation to that effect.

OBJECTION: Respondent's response is strictly limited to those documents that are responsive and which are within its possession, custody or control.
Responsive Documents are being produced.

RPD-8. If the response to OCC Interrogatory No. 26 is affirmative, please provide any and all documentation to that effect.

OBJECTION: Respondent's response is strictly limited to those documents that are responsive and which are within its possession, custody or control.
Responsive Documents are being produced.

RPD-9. Please provide a copy of all natural gas transportation agreements for the customers identified in response to Interrogatory No. 39.

OBJECTION: Respondent's response is strictly limited to those documents that are responsive and which are within its possession, custody or control.
Responsive Documents are being produced.

CERTIFICATE OF SERVICE

I hereby certify that a copy of this *Second Set of Interrogatories and Request for Production of Documents propounded upon Orwell-Trumbull Pipeline Company, LLC* was served on the persons stated below via electronic transmission, this Friday, August 21, 2015 2015.

/s/ Michael D. Dortch

Michael D. Dortch
Richard R. Parsons
Kravitz, Brown & Dortch LLC
65 East State Street, Suite 200
Columbus, Ohio 43215
mdortch@kravitzllc.com
rparsons@kravitzllc.com

SERVICE LIST

Werner Margard
Public Utilities Section
180 East Broad Street, 6th Floor
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Joseph.Serio@occ.ohio.gov
Michael.Schuler@occ.ohio.gov;
Gregory.Stone@occ.ohio.gov;
Bruce.Haves@occ.ohio.gov;
Debra.Bingham@occ.ohio.gov

William T. Wuliger
1340 Summer Ave.
Cleveland, Ohio 44115
wtwuliger@wtwuligerlaw.com

Trade Great Plains pipelines for Newton Falls assets subject to regulatory approval and board approval

Rick resigns from board immediately

John D. Marketing earn-out of approximately \$671,000 paid in stock pursuant to agreement by July 25, 2014

Severance payment of \$1.0M lump sum in stock or cash at R Osborne's discretion by July 25, 2014

R Osborne retains vehicle

Severance agreement provisions: release Gas Natural, subsidiaries, board (but no noncompete)

Greg Osborne agrees to forward the terms above to the board of Gas Natural for approval and finalization for completion.

/s/Gregory Osborne

President & COO

/s/Richard M. Osborne

July 15, 2014

Jessica Carothers

From: Jessica Carothers
Sent: Friday, September 12, 2014 3:47 PM
To: 'Robyn Lojek'
Cc: 'Jim Sprague'; 'Gregory Osborne'
Subject: Gathering Transport Invoices 2010-Present
Attachments: Gathering Transport Invoices 2010-Present.pdf

These invoices are for the volumes delivered off the Great Plains/OTP 2" steel gathering lines. Please submit payment within the next 10 days.

Jessica Carothers

ph 440.255.1945
fax 440.255.1985



INVOICE

Due upon receipt

GRAND TOTAL:	\$ 1,199,749.50
---------------------	------------------------

Amount Paid: _____

OTP 2" Meter Usage Summary
2010-Current

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

INVOICE

Date 09/08/14
Invoice # 5002
Due upon receipt.

GRAND TOTAL:	\$ 1,470,381.23
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Amount Paid: _____

OTP 2" Meter Usage Summary
2010-Current

Farm Taps	Total 2010	Total 2011	Total 2012	Total 2013	Total 2014	Total Meter
Station Name						
8760 Tyler FT (612)	349.1	379.7	302.8	439	343.6	1,813.9
8780 Tyler Blvd (613)	375.5	301.9	351.2	546	506.9	2,081.2
Accurate Metal Saw	2,025.0	2,155.8	1,828.5	2,548	2,091.9	10,649.4
ACG Equip	165.2	184.6	106.0	214	175.7	825.8
Cars Auto	370.7	149.7				520.4
Cast Nylon			1,907.8	4,045	2,559.6	8,511.9
Comm - Chardon twp 606	1,289.0	1,384.7	1,379.2	1,533	992.5	6,578.3
Comm - Mentor 104	14,415.5	15,153.0	4,991.8	7,167	4,896.2	46,623.8
Comm - Newbury		60.8	204.8	395	239.4	899.7
Comm - Painesville 104	7,322.7	4,405.1	235.1	1,200	258.1	13,420.6
Comm- Concord 104	3,366.2	3,068.2	2,372.9	2,659	2,506.1	13,972.5
Comm Mentor 603	178.2	245.6	199.6	341	359.6	1,324.6
Comm Painesville 624			743.4	1,016	978.8	2,738.2
Deep Spring Trout	650.3	656.3	644.7	835	597.8	3,383.7
Eastlake (618)	3,761.1	4,052.1	2,859.0	3,538	2,458.3	16,668.8
Hopkins Rd ext FT (608)	622.8	761.4	460.2	624	644.8	3,112.7
JDOG Transports ORW - Industrials	35,704.8	56,683.6	63,013.8	58,724	35,604.7	259,731.3
JDOG Transports ORW (tyler, grand river, d center, 104, others)	133,756.0	136,203.6	122,507.4	167,696	138,348.1	698,510.8
Kobelt Hamilton FT (614)	1,388.4	1,727.8	1,317.3	1,900	1,498.0	7,831.3
Lake West	10,495.2	71,908.0	52,432.3	60,899	30,799.1	226,533.3
Leroy North 627			158.0	692	635.8	1,486.2
MC Sign	1,181.6	1,281.7	995.7	1,368	918.2	5,745.2
Mentor 623		76.1	329.9	443	175.6	1,024.8
Mentor Med	1,835.2	13,168.2	9,731.0	16,484	5,261.6	46,479.9
Mercantile FT (607)	1,256.0	1,249.4	507.1	879	939.6	4,831.3
Newbury Schools		8,391.4	4,845.9	8,796	6,091.8	28,125.1
Red Wine & Brew				126	1,001.4	1,127.2
Res - Chardon twp 104	1,483.8	1,503.6	1,801.6	2,342	1,645.4	8,776.5
Res - Concord 104	1,810.8	1,856.2	1,595.4	2,362	1,590.0	9,214.3
Res - Kirtland 104	234.1	484.5	325.7	253	215.7	1,513.4
Res - Leroy	1,528.9	1,540.8	1,526.7	1,581	1,263.4	7,541.0
Res - Mentor	885.7	1,126.9	1,112.6	2,169	886.5	6,181.1
Res - Newbury 104	1,039.0	1,312.6	1,282.5	1,528	1,403.5	6,565.3
Res - Painesville 104	112.5	322.8	117.6	205	77.1	834.6
Res Chardon 633				275	460.1	734.7
Res Concord 625			118.6	241	167.0	526.1
Res Concord 647					175.5	175.5
Res Leroy (621)		335.1	563.8	1,071	800.3	2,770.5
Res Leroy 634				123	151.5	274.3
Res Leroy 636				76	191.6	267.9
Res Leroy 637				60	216.8	276.8
Res Leroy 638				31	129.5	160.0
Res Leroy 645					100.4	100.4
Res Mentor 622		275.5	666.9	870	802.7	2,614.7
Res Mentor 626			190.7	415	211.7	817.6
Res Mentor 631			33.5	227	191.2	451.7
Res Mentor 648					52.3	52.3
Res Newbury 646					96.0	96.0
Residential - Leroy (619)	412.0	470.5	467.3	562	575.1	2,587.2
Samco Service FR (616)	445.3	593.9	536.4	608	460.4	2,643.8
St. Denis (605)	711.9	742.1	740.1	1,005	667.1	3,866.0
Tran - Painesville 104		1,932.0	5,969.6	5,444	5,243.6	19,589.0
Tran- Concord		279.3	902.0	953	828.2	2,962.5
Transind Mentor 104		560.9	1,314.4	1,345	1,259.1	4,479.2
Transother Mentor 104		2,628.9	8,111.2	9,131	8,282.4	28,153.8
Wisner Road 630			65.6	240	172.7	478.4
YMA West		3,825.5	4,390.5			8,216.0
YMCA Central		4,181.4	6,115.8			10,297.2
Total Farm Tap Per Year	229,172.5	357,702.2	312,373.9	379,321.1	269,200.0	#####

Jessica Carothers

From: Jessica Carothers
Sent: Thursday, September 25, 2014 4:37 PM
To: 'Marty Whelan'
Cc: 'Gregory Osborne'; 'Jim Sprague'
Subject: Late Fee
Attachments: Late Fee.pdf

Sent per RMO.

Jessica Carothers
ph 440.255.1945
fax 440.255.1985

Ohio Utilities Protection Service



Richard M. Osborne
8500 Station Street, Suite 113
Mentor, OH 44060
Ph. 440-951-1111

September 25, 2014

Marty Whelan
Orwell Natural Gas
8500 Station Street
Mentor, OH 44060

Dear Marty,

I have made several attempts to make contact with Orwell Natural Gas regarding the illegal usage of my gathering pipelines with no response. If the transport invoices totaling \$2,670,130.73 along with the \$5,250,000 is not paid immediately, the company will continue to incur the 1.5% monthly penalty that is detailed in Section 5.4 of the ONG/OTP Contract.

Sincerely,

Richard M. Osborne

cc: Gregory Osborne, James Sprague

000251

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

1001
/003

NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

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

RECITALS

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

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

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

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

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

AGREEMENTS

DEFINITIONS

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

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

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

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

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

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

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

Q. "OTPC System" shall mean the intrastate pipeline system owned by OTPC.

R. "Nomination" shall mean the confirmed Quantity of Gas which Shipper shall arrange to have delivered to the Receipt Point(s) for redelivery by OTPC to the Delivery Point(s). The Nomination shall include sufficient gas to account for OTPC's Shrinkage.

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

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

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

V. "Quantity of Gas" shall mean the number of units of gas expressed in Dth or MMBtu unless otherwise specified.

W. "Receipt Point(s)" shall mean those measurement locations where Shipper-owned gas enters OTPC's system.

X. "Service Agreement" Each Customer shall sign an individual Agreement with OTPC prior to commencement of service that identifies the Receipt Point and Delivery Point(s), the MDQ, declares whether the transportation is Firm or Interruptible and establishes the cost

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

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

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

I. DELIVERY AND TRANSPORTATION

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

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

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

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

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

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

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

II. QUANTITY AND PRICE

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

III. TERM

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

IV. MEASUREMENT AND QUALITY OF GAS

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

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

V. BILLING AND PAYMENT

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

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

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

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

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

Shipper: Onwell Natural Gas Company or Brainerd Gas Company, as applicable
8500 Station Street, Suite 100
Mentor, Ohio 44060
EMAIL: t.smith13@sprynet.com
PHONE: (440) 974-3770
FAX: (440) 974-0844
ATTN: Thomas J. Smith

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

VI. FORCE MAJEURE

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

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

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

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

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

VII. ADDITIONAL TERMS

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

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

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

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

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

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

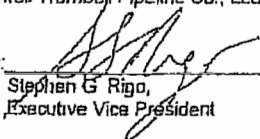
7.7 Recovery by either Party of damages, if any, for breach of any provision hereof shall be limited to direct, actual damages. Both Parties waive the right, if any, to recover consequential, indirect, punitive and exemplary damages.

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

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

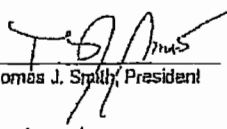
IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed as of the date set forth above.

Orwell-Trumbull Pipeline Co., LLC

By: 
Stephen G. Rigo,
Executive Vice President

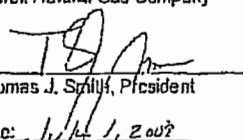
Date: July 1, 2008

Brainard Gas Corp.

By: 
Thomas J. Smith, President

Date: July 1, 2008

Orwell Natural Gas Company

By: 
Thomas J. Smith, President

Date: July 1, 2008

p:\homes\zansid\Woborne misc\northeast ohio\sale of new\Orwell Natural Gas Transp. Agr. Brainard Orwell 08-08-08

Exhibit A

OTPC Gas Transmission, LLC

ALL PIPELINES OWNED BY OTPC LOCATED IN NORTHEASTERN OHIO.

Exhibit B

OTPC Gas Transmission, LLC

Primary Receipt Point

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

Primary Delivery Point(s)

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

For ONG: Various interconnections between OTPC and ONG

Shrinkage

TBD

2000 Dth/day

*RATES

Commodity Charge (paid only on quantity transported)

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

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

*Rates will adjust every five (5) years commencing on July 1, 2013 and continuing on each fifth (5th) anniversary date for the remaining term of this Agreement to reflect the higher of \$0.95 per Thousand Cubic Feet (Mcf) or a negotiated rate to reflect the then current market conditions existing on each such rate adjustment date. If the parties cannot agree on a rate adjustment amount, OTPC shall have the option to increase the Rate by the increase in the consumer price index all items (Cleveland, Ohio) ("CPI") as calculated from July 1, 2000 to each applicable rate adjustment date.

1009

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

THIS AGREEMENT, made and entered into as of the 15 day of January, 2009, by and between ORWELL-TRUMBULL PIPELINE CO., LLC. ("Company") and JOHN D. OIL & GAS MARKETING, LLC (Customer").

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

Section 1. Transportation Service to be Rendered. In accordance with the provisions of the effective applicable transportation service provisions of Company's Tariff, on file with the Public Utilities Commission of Ohio (PUCO), and the terms and conditions herein contained, Company shall receive the quantities of gas requested by Customer to be transported and shall redeliver said gas to Customer's Delivery Point(s). The Point(s) of Receipt and Customer's Delivery Point(s) to be identified in Attachments B and C respectively.

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

Section 3. Regulation. This Transportation Service Agreement is contingent upon the receipt and continuation of all necessary regulatory approvals and authorizations. This Agreement shall become void or expire, as appropriate, if any necessary regulatory approval or authorization is not so received or continued.

Section 4. Term. This Transportation Service Agreement shall become effective as of the Customer's February, 2009 billing cycle following its execution and shall continue through the last day of Customer's March, 2015 billing cycle, provided however, that the Agreement shall continue in effect after that date on a year-to-year basis with each term ending on the last day of Customer's March billing cycle, unless terminated in accordance with this section.

Company may terminate this Transportation Service Agreement effective as of the end of Customer's applicable March billing cycle consistent with the above terms, upon written notice to Customer on or before the preceding January 2.

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

Section 5. Notices. Any notices, except those relating to billing or interruption of service, required or permitted to be given hereunder shall be effective only if delivered personally to an officer or authorized representative of the party being notified, or if mailed by certified mail to the address provided in Section 7 of this Agreement.

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

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

Section 7. Conditions of Service

Quality of Service: FIRM

Balancing Time Period: Monthly

Rates: For incremental loads per Attachment A

NOTICES:

To Orwell-Trumbull :

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

To, Customer:

John D. Oil and Gas Marketing, LLC
3511 Lost Nation Rd Suite 201
Willoughby, OH 44094
Attention: Supply Services
Phone: 440 269-8778
Fax: 440 265-1985
E-Mail: lmolnar@johndoilandgas.com

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

JOHN D. OIL AND GAS MARKETING, LLC

By: *Leslie Molnar*

Print Name: Leslie Molnar

Title: Marketing Manager

Date: 1/15/2009

ORWELL-TRUMBULL PIPELINE CO., LLC.

By: *Brian Wollet*

Print Name: Brian Wollet

Title: Supply Analyst

Date: 1/15/2009

Exhibit A

RATES

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

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

Initial

For Company BMW Date 2/16/09

For Customer JM Date 2/26/09

Contract #: 101

Date: January 15, 2009

Shipper: John D. Oil and Gas Marketing, LLC

000266

Exhibit B

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

Check all that apply:

Cobra Pipeline X

North Coast Pipeline X

List other: Local Production

Initial

For Company ARM Date 2/26/09

For Customer JM Date 2/26/09

Contract #: 101

Date: January 15, 2009

Shipper: John D. Oil and Gas Marketing, LLC

000267

Exhibit C

DELIVERY POINTS FROM ORWELL-TRUMBULL PIPELINE CO. LTD.

Orwell Natural Gas TBS X

Brainard Gas TBS X

List other

Initial

For Company JMN Date 2/26/01

For Customer JMN Date 2/26/09

Contract #: 101

Date: January 15, 2009

Shipper: John D. Oil and Gas Marketing, LLC

000268

TRANSPORTATION SERVICE AGREEMENT No. 1006

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

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

Section 1. Transportation Service to be Rendered. In accordance with the provisions of the effective applicable transportation service provisions of Company's approved Tariff Gas P.U.C.O No. 1 on file with the Public Utilities Commission of Ohio (PUCO), and the terms and conditions herein contained, Company shall receive the quantities of gas requested by Customer to be transported and shall redeliver said gas to Customer's Delivery Point(s). The Point(s) of Receipt, Customer's Delivery Point(s), the Maximum Daily Quantity (MDQ) if applicable and the quality of service shall be set forth in Section 7 of this Transportation Service Agreement.

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

Section 3. Regulation. This Transportation Service Agreement is contingent upon the receipt and continuation of all necessary regulatory approvals and authorizations. This Agreement shall become void or expire, as appropriate, if any necessary regulatory approval or authorization is not so received or continued.

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

Section 5. Notices. Any notices, except those relating to billing or interruption of service, required or permitted to be given hereunder shall be effective only if delivered personally to an officer or authorized representative of the party being notified, or if mailed by certified mail, facsimile transmission confirmed by ordinary mail or e-mail confirmed by ordinary mail to the address provided in Section 7(E) of this Agreement.

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

Section 7. Contract Data

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

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

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

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

C. TRANSPORTATION SERVICE - VOLUME DETAIL

Quality of Service: FIRM (X) INTERRUPTIBLE ()

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

Maximum Daily Quantity (MDQ): 60 Dth

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

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

F. NOTICES

To Orwell Trumbull:

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

To Customer:

Newbury Local Schools
Attention: David M. Hoskin
14775 Auburn Rd.
Newbury, OH 44065
440-564-5501
Fax: 440-564-9460
E-mail Address: ne_hoskin@lgca.org

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

NEWBURY LOCAL SCHOOLS

By: David M. Hoskin

David M. Hoskin

[PRINT NAME]

Title: Treasurer

ORWELL-TRUMBULL PIPELINE CO., LLC.

By:

Steven S. Williams

[PRINT NAME]

Title: Operations Manager

E. NOTICES

To Cobra:

Cobra Pipeline Company, Ltd.
Attention: Steve Williams
3511 Lost Nation Rd.
Suite 213
Willoughby, OH 44094
Phone: 440-255-1945
Fax: 440-255-1985
swilliams@cobrapipeline.com

To, Customer:

Newbury Local Schools
Attention: David M. Hoskin
14775 Auburn Rd.
Newbury, OH 44065
440-564-5501
Fax: 440-564-9460
E-mail Address: ne_hoskin@lgca.org

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

NEWBURY LOCAL SCHOOLS

By: David M. Hoskin

David M. Hoskin

[PRINT NAME]

Title: Treasurer

COBRA PIPELINE COMPANY, LTD.

By:

Steven J. Coleman

[PRINT NAME]

Title: Operations Manager

101
1003

NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

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

RECITALS

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

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

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

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

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

AGREEMENTS

DEFINITIONS

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

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

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

- C. "Central Clock Time" (CCT) shall mean Central Standard Time adjusted for Daylight Savings Time.
- D. "Company" means OTPC, its successors and assigns.
- E. "Customer" means any individual, governmental, or corporate entity taking transportation service hereunder.
- F. "Dekatherm" or "Dth" means the Company's billing unit measured by its thermal value. A dekatherm is 1,000,000 Btus. Dekatherm shall be the standard unit for purposes of nominations, scheduling, invoicing, and balancing.
- G. "Delivery Point(s)" shall mean the specific measurement location(s) listed on Exhibit B at which OTPC delivers Shipper-owned Gas to Shipper and Shipper receives such Gas from OTPC. Exhibit B is hereby incorporated into this Agreement.
- H. "Delivery Volume" shall mean the volume of Gas actually taken at the Delivery Point(s) by or on behalf of Shipper.
- I. "Firm" shall mean that each Dth Shipper tenders at the Receipt Point will be delivered to Shipper's Delivery Point(s) minus OTPC's Shrinkage without interruption except under Force Majeure conditions or an energy emergency declared by the Commission.
- J. "Gas" shall mean natural gas of interstate pipeline quality.
- K. "Gas Day" or "Day" shall mean a period of 24 consecutive hours, beginning at 9:00 a.m. Central Clock Time, as adjusted for Daylight Savings Time, and the date of the Day shall be that of its beginning.
- L. "Heating Value" shall mean the gross heating value on a dry basis, which is the number of British thermal units produced by the complete combustion at constant pressure of the amount of dry gas (gas containing no water vapor) that would occupy a volume of one Cubic Foot at 14.73 psia and 60° F with combustion air at the same temperature and pressure as the gas, the products of combustion being cooled to the initial temperature of the gas and air, and the water formed by combustion condensed to the liquid state.
- M. "Imbalance" shall mean the daily difference between the Dths tendered by or for Customer's account at the Receipt Point minus OTPC's Shrinkage and the metered volumes allocated to Shipper at the Delivery Point(s).

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

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

P. "Month" shall mean a calendar month beginning at 9.00 a.m. Central clock time on the first day of the calendar month and ending at 9.00 a.m. Central clock time the first day of the following calendar month.

Q. "OTPC System" shall mean the intrastate pipeline system owned by OTPC.

R. "Nomination" shall mean the confirmed Quantity of Gas which Shipper shall arrange to have delivered to the Receipt Point(s) for redelivery by OTPC to the Delivery Point(s). The Nomination shall include sufficient gas to account for OTPC's Shrinkage.

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

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

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

V. "Quantity of Gas" shall mean the number of units of gas expressed in Dth or MMBtu unless otherwise specified.

W. "Receipt Point(s)" shall mean those measurement locations where Shipper-owned gas enters OTPC's system.

X. "Service Agreement" Each Customer shall sign an Individual Agreement with OTPC prior to commencement of service that identifies the Receipt Point and Delivery Point(s), the MDQ, declares whether the transportation is Firm or Interruptible and establishes the cost.

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

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

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

I. DELIVERY AND TRANSPORTATION

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

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

1.3 For planning purposes, Shipper shall provide Written Notice, at least three (3) business days prior to the start of each calendar Month, to OTPC of the amount of Gas it intends to transport each day of the upcoming Month. Shipper shall submit its Nomination to OTPC by no later than 10.00 a.m. Central Clock Time for Gas flow the following day. This nomination should correspond to scheduled deliveries Shipper makes on the upstream interstate pipeline and downstream local distribution company operating the applicable Delivery Point(s). Should the Shipper desire to modify its Nomination either on the current Day or after the Nomination deadline for Gas flow the following day, OTPC shall make every attempt to accommodate Shipper's request provided OTPC can confirm such quantities with the upstream pipeline at the Receipt Point(s) and downstream entity at the Delivery Point(s).

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

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

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

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

H. QUANTITY AND PRICE

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

III. TERM

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

IV. MEASUREMENT AND QUALITY OF GAS

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

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

V. BILLING AND PAYMENT

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

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

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

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

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

Shipper: Orwell Natural Gas Company or Braintree Gas Company, as applicable
8500 Station Street, Suite 100
Mentor, Ohio 44060
EMAIL: tsmith13@snrynet.com
PHONE: (440) 974-3770
FAX: (440) 974-0644
ATTN: Thomas J. Smith

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

VI. FORCE MAJEURE

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

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

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

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

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

VI. ADDITIONAL TERMS

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

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

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

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

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

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

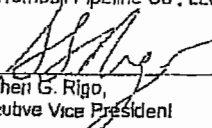
7.7 Recovery by either Party of damages, if any, for breach of any provision hereof shall be limited to direct, actual damages. Both Parties waive the right, if any, to recover consequential, indirect, punitive and exemplary damages.

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

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

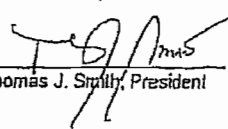
IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed as of the date set forth above.

Orwell-Trumbull Pipeline Co., LLC

By: 
Stephen G. Rigo,
Executive Vice President

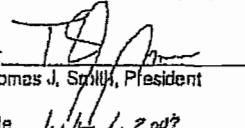
Date: July 1, 2008

Brainard Gas Corp.

By: 
Thomas J. Smith, President

Date: July 1, 2008

Orwell Natural Gas Company

By: 
Thomas J. Smith, President

Date: July 1, 2008

p:\lomaszawski\lomaszawski\maschin\lomaszawski\ohio\state of ohio\Orwell Natural Gas Transp. Agr. Brainard Orwell 08-08-08

Exhibit A

OTPC Gas Transmission, LLC

ALL PIPELINES OWNED BY OTPC LOCATED IN NORTHEASTERN OHIO

Exhibit B

OTPC Gas Transmission, LLC

Primary Receipt Point

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

Primary Delivery Point(s)

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

For ONG: Various interconnections between OTPC and ONG.

Shrinkage

TBD

2000 Dth/dsy

*RATES

Commodity Charge (paid only on quantity transported)

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

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

*Rates will adjust every five (5) years commencing on July 1, 2013 and continuing on each fifth
(5th) anniversary date for the remaining term of this Agreement to reflect the higher of \$0.95
per Thousand Cubic Feet (Mcf) or a negotiated rate to reflect the then current market
conditions existing on each such rate adjustment date. If the parties cannot agree on a rate
adjustment amount, OTPC shall have the option to increase the Rate by the increase in the
consumer price index all items (Cleveland, Ohio) ("CPI") as calculated from July 1, 2006 to
each applicable rate adjustment date.

NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

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

RECITALS

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

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

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

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

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

AGREEMENTS

DEFINITIONS

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

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

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

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

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

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

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

I. DELIVERY AND TRANSPORTATION

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

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

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

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

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

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

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

II. QUANTITY AND PRICE

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

III. TERM

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

IV. MEASUREMENT AND QUALITY OF GAS

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

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

V. BILLING AND PAYMENT

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

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

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

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

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

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

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

VI. FORCE MAJEURE

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

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

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

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

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

VII. ADDITIONAL TERMS

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

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

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

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

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

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

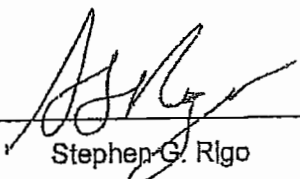
7.7 Recovery by either Party of damages, if any, for breach of any provision hereof shall be limited to direct, actual damages. Both Parties waive the right, if any, to recover consequential, indirect, punitive and exemplary damages.

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

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

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

Orwell-Trumbull Pipeline Co., LLC

By: 
Stephen G. Rigo
Its: Executive Vice President
Date: 11/14/2008

Great Plains Exploration, LLC

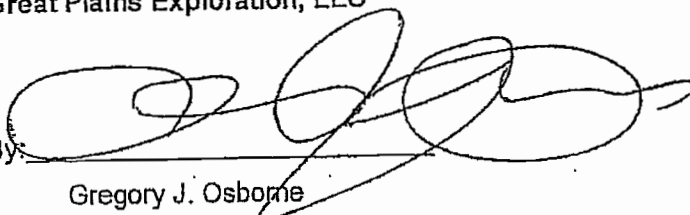
By: 
Gregory J. Osborne
Its: President
Date: 11/14/08

Exhibit A
OTPC Gas Transmission, LLC

ALL PIPELINES OWNED BY OTPC LOCATED IN NORTHEASTERN OHIO.

Exhibit B
OTPC Gas Transmission, LLC

Primary Receipt Points

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

Primary Delivery Point(s)

All delivery interconnections along OTPC

Shrinkage

TBD

MDQ

2000 Dth/day

RATES

Commodity Charge (paid only on quantity transported)

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

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

3511 Lost Nation Road, Suite 213
Willoughby, OH 44094
(440) 255-1945

2

OTP 2" Meter Usage Summary
2010-Current

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

INVOICE

Due upon receipt

GRAND TOTAL:	\$ 1,199,749.50
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Amount Paid:

OTP 2" Meter Usage Summary
2010-Current

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

TRANSPORTATION SERVICE AGREEMENT No. 1006

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

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

Section 1. Transportation Service to be Rendered. In accordance with the provisions of the effective applicable transportation service provisions of Company's approved Tariff Gas P.U.C.O No. 1 on file with the Public Utilities Commission of Ohio (PUCO), and the terms and conditions herein contained, Company shall receive the quantities of gas requested by Customer to be transported and shall redeliver said gas to Customer's Delivery Point(s). The Point(s) of Receipt, Customer's Delivery Point(s), the Maximum Daily Quantity (MDQ) if applicable and the quality of service shall be set forth in Section 7 of this Transportation Service Agreement.

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

Section 3. Regulation. This Transportation Service Agreement is contingent upon the receipt and continuation of all necessary regulatory approvals and authorizations. This Agreement shall become void or expire, as appropriate, if any necessary regulatory approval or authorization is not so received or continued.

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

Section 5. Notices. Any notices, except those relating to billing or interruption of service, required or permitted to be given hereunder shall be effective only if delivered personally to an officer or authorized representative of the party being notified, or if mailed by certified mail, facsimile transmission confirmed by ordinary mail or e-mail confirmed by ordinary mail to the address provided in Section 7(E) of this Agreement.

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

EXHIBIT

3

Section 7. Contract Data

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

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

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

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

C. TRANSPORTATION SERVICE - VOLUME DETAIL

Quality of Service: FIRM (☒) INTERRUPTIBLE (☐)

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

Maximum Daily Quantity (MDQ): 60 Dth

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

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

F. NOTICES

To Orwell Trumbull:

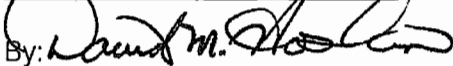
Orwell Trumbull Pipeline
Attention: Steve Rigo
3511 Lost Nation Rd.
Suite 213
Willoughby, OH 44094
Phone: 440-255-1945
Fax: 440-255-1985
srigo@orwellgas.com

To. Customer:

Newbury Local Schools
Attention: David M. Hoskin
14775 Auburn Rd.
Newbury, OH 44065
440-564-5501
Fax: 440-564-9460
E-mail Address: ne_hoskin@lgca.org

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

NEWBURY LOCAL SCHOOLS

By: 

David M. Hoskin

[PRINT NAME]

Title: Treasurer

ORWELL-TRUMBULL PIPELINE CO., LLC.

By:



[PRINT NAME]

Title: Operations Manager

E. NOTICES

To Cobra:

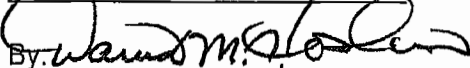
Cobra Pipeline Company, Ltd.
Attention: Steve Williams
3511 Lost Nation Rd.
Suite 213
Willoughby, OH 44094
Phone: 440-255-1945
Fax: 440-255-1985
swilliams@cobrapipeline.com

To Customer:

Newbury Local Schools
Attention: David M. Hoskin
14775 Auburn Rd.
Newbury, OH 44065
440-564-5501
Fax: 440-564-9460
E-mail Address: ne_hoskin@lgca.org

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

NEWBURY LOCAL SCHOOLS

By: 

David M. Hoskin

[PRINT NAME]

Title: Treasurer

COBRA PIPELINE COMPANY, LTD.

By:



[PRINT NAME]

Title: OPERATIONS Manager

INT-20. Referring to the response to OCC Interrogatory No.4, was "the understanding that Orwell Trumbull Pipeline Company would be compensated for transport service upon a contemplated purchase of the lines by Gas Natural" reduced to writing?

RESPONSE:

Yes, in a severance agreement dated July 15, 2014, between Richard Osborne and Gregory Osborne.

EXHIBIT

4

Trade Great Plains pipelines for Newton Falls assets subject to regulatory approval and board approval

Rick resigns from board immediately

John D. Marketing earn-out of approximately \$671,000 paid in stock pursuant to agreement by July 25, 2014

Severance payment of \$1.0M lump sum in stock or cash at R Osborne's discretion by July 25, 2014

R Osborne retains vehicle

Severance agreement provisions: release Gas Natural, subsidiaries, board (but no noncompete)

Greg Osborne agrees to forward the terms above to the board of Gas Natural for approval and finalization for completion.

/s/Gregory Osborne

President & COO

/s/Richard M. Osborne

July 15, 2014

EXHIBIT

5

INTERROGATORIES

- INT-40. Referring to OTP's response to OCC Interrogatory No. 4, regarding the understanding that OTP would be compensated for transport service upon a contemplated purchase of the lines by Gas Natural:
- A. Did the contemplated purchase of the lines include all of OTP's 2 inch gathering lines;
 - B. If the response to OCC Interrogatory No. 40(A) is affirmative, did the contemplated purchase include any other lines owned by OTP;
 - C. How many feet of 2 inch gathering lines were contemplated to be sold to Gas Natural; and
 - D. Why did OTP agree to delay compensation from Orwell for transport service on the 2 inch gathering lines until after the gathering lines were purchased by Gas Natural?

RESPONSE:

- A. Yes
- B. No
- C. 68 miles
- D. When Mr. Osborne was still CEO of Gas Natural he was aware that Gas Natural did not yet have the capital to purchase the lines. He agreed to allow the ONG customer growth off of the lines with the intention that he would be compensated after the lines were purchased by Gas Natural.

INT-18. Referring to the response to OCC Interrogatory No.4:

- A. How was the “understanding that Orwell Trumbull Pipeline Company would be compensated for transport service upon a contemplated purchase of the lines by Gas Natural” communicated to Orwell?
- B. How many taps has Orwell made off of Great Plains-OTP’s 2” gathering lines?
- C. Were the gas lines extended from the taps of the 2” gathering lines installed by Orwell Natural Gas?

RESPONSE:

- A. Verbally, by directors of Gas Natural to Richard Osborne
- B. 22 metered stations, 58 farm taps
- C. Yes.

EXHIBIT

7

INT-19. Referring to the response to OCC Interrogatory No. 18A what were:

- A. The date(s) of the communication;
- B. The names and positions of the individuals that were present for each communication; and
- C. The exact terms of each communication?

RESPONSE: The specific dates and terms of communications are no longer known to Orwell Trumbull Pipeline Company LLC, nor are the records of such communications in the possession, custody or control of Respondent. Ms. Rebecca Howell, a former officer and employee of Orwell Trumbull Pipeline Company, and later an officer and employee of Gas Natural Inc., was involved in calculating values for the acquisition during her tenure at Orwell Trumbull Pipeline Company, which was approximately 2010 through 2013.

INT-47. Referring to Exhibit A (page 10) of the contract between Orwell and OTP which states that shrinkage is covered by Exhibit B, and since Exhibit B does not address shrinkage separately, does that mean that any shrinkage is included in the \$0.95 per Mcf commodity rate?

RESPONSE:

Yes. Shrinkage is determined on an annual basis and is currently 3.7%

NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

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

RECITALS

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

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

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

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

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

AGREEMENTS

DEFINITIONS

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

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

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

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

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

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

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

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

I. DELIVERY AND TRANSPORTATION

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

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

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

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

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

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

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

II. QUANTITY AND PRICE

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

III. TERM

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

IV. MEASUREMENT AND QUALITY OF GAS

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

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

V. BILLING AND PAYMENT

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

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

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

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

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

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

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

VI. FORCE MAJEURE

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

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

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

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

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

VII. ADDITIONAL TERMS

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

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

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

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

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

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

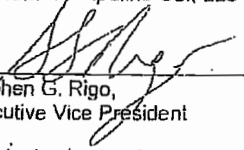
7.7 Recovery by either Party of damages, if any, for breach of any provision hereof shall be limited to direct, actual damages. Both Parties waive the right, if any, to recover consequential, indirect, punitive and exemplary damages.

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

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

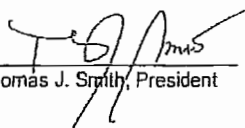
IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed as of the date set forth above.

Orwell-Trumbull Pipeline Co., LLC

By: 
Stephen G. Rigo,
Executive Vice President

Date: July 1, 2008

Brainard Gas Corp.

By: 
Thomas J. Smith, President

Date: July 1, 2008

Orwell Natural Gas Company

By: 
Thomas J. Smith, President

Date: July 1, 2008

p:\joneszawski\Bosborne misc\northeast ohio\sale of neo\Orwell Natural Gas Transp. Agr. Brainard Orwell 08-08-08

Exhibit A

OTPC Gas Transmission, LLC

ALL PIPELINES OWNED BY OTPC LOCATED IN NORTHEASTERN OHIO.

Exhibit B

OTPC Gas Transmission, LLC

Primary Receipt Point

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

Primary Delivery Point(s)

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

For ONG: Various interconnections between OTPC and ONG.

Shrinkage

TBD

2000 Dth/day

*RATES

Commodity Charge (paid only on quantity transported)

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

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

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

OTPC / Orwell

NATURAL GAS TRANSPORTATION SERVICE AGREEMENT

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

RECITALS

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

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

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

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

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

EXHIBIT

10

AGREEMENTS

DEFINITIONS

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

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

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

- J. **"Gas"** shall mean natural gas of interstate pipeline quality.
- K. **"Gas Day" or "Day"** shall mean a period of 24 consecutive hours, beginning at 9:00 a.m. Central Clock Time, as adjusted for Daylight Savings Time, and the date of the Day shall be that of its beginning.
- L. **"Heating Value"** shall mean the gross heating value on a dry basis, which is the number of British thermal units produced by the complete combustion at constant pressure of the amount of dry gas (gas containing no water vapor) that would occupy a volume of one Cubic Foot at 14.73 psia and 60° F with combustion air at the same temperature and pressure as the gas, the products of combustion being cooled to the initial temperature of the gas and air, and the water formed by combustion condensed to the liquid state.
- M. **"Imbalance"** shall mean the daily difference between the Dths tendered by or for Customer's account at the Receipt Point minus OTPC's Shrinkage and the metered volumes allocated to Shipper at the Delivery Point(s).
- N. **"Interruptible"** shall mean that each Dth Shipper tenders at the Receipt Point will be delivered to Shipper's Delivery Point(s) less OTPC's Shrinkage if OTPC, using reasonable judgment, determines that capacity exists after all the Firm transport needs are accounted for to permit redelivery of tendered gas.
- O. **"Maximum Daily Quantity" or "(MDQ)"** shall mean the maximum daily firm natural gas quantity which Shipper shall be entitled to nominate during any 24-hour period. Shipper's MDQ shall be negotiated between Shipper and OTPC and incorporated into Shipper's Service Agreement with OTPC.

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

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

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

I. DELIVERY AND TRANSPORTATION

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

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

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

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

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

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

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

II. QUANTITY AND PRICE

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

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

III. TERM

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

IV. MEASUREMENT AND QUALITY OF GAS

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

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

V. BILLING AND PAYMENT

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

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

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

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

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

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

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

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

VI. FORCE MAJEURE

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

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

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

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

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

VII. ADDITIONAL TERMS

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

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

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

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

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

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

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

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

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

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

Orwell-Trumbull Pipeline Co., LLC

By:  _____

Stephen G. Rigo

Its: Executive Vice President

Date: 12/31/05

Orwell Natural Gas Company

By:  _____

Thomas J. Smith

Its: President

Date: 12/31/05

Exhibit A
OTPC Gas Transmission, LLC

ALL PIPELINES OWNED BY OTPC LOCATED IN NORTHEASTERN OHIO.

Exhibit B
OTPC Gas Transmission, LLC

Primary Receipt Point

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

Primary Delivery Point(s)

Various interconnections between OTPC and Orwell Natural Gas Company.

Shrinkage

TBD

MDQ

2000 Dth/day

RATES

Commodity Charge (paid only on quantity transported)

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

37. If the response to OCC Interrogatory 32 is affirmative, when did OTP first bill
Orwell and/or Brainard for shrinkage?

RESPONSE:

ONG: July 2011

BNG: September 2014



Orwell Trumbull Pipeline Company

3511 Lost Nation Road, Suite 213

Willoughby, OH 44094

(440) 255-1845

INVOICE

Bill To:

Orwell Natural Gas
8500 Station Street
Mentor OH 44060

01/09/15

Invoice #: 823

Due: upon receipt

MONTH	DESCRIPTION	Rate	TOTAL
December-14	Transportation @ \$1.01 per MCF		
	75,042.3 Mcf's		
	(1,020.7) Less free gas		
	74,021.6 Subtotal	\$ 1.01	\$ 74,761.82
	74,021.6 TOTAL		
	Telemeter Charges		
	State Route 20, East Ave	2 \$ 125.00	\$ 250.00
	West Walnut, Hellsiey	2 \$ 125.00	\$ 250.00
	Liberty Greens, Taylor-May	2 \$ 125.00	\$ 250.00
	Franks Rd, Auburn-Pekin Rd	2 \$ 125.00	\$ 250.00
	Thwing Rd, Chardon Shopping	2 \$ 125.00	\$ 250.00
	Nature Preserve, Crile Rd	2 \$ 125.00	\$ 250.00
	Tyler Blvd, Grand River	2 \$ 125.00	\$ 250.00
	Tri Point, Andrews Osborne	2 \$ 125.00	\$ 250.00
	Total Telemeter Charges	16	\$ 2,000.00
	Total		\$ 76,761.82
Note:	Please see next page for imbalance statement		
	GRAND TOTAL:		\$ 76,761.82

PLEASE SEND THIS REMITTANCE WITH PAYMENT

Bill To:

0
8500 Station Street
Mentor OH 44060

0 01/09/15

Invoice #: 823

0 \$ 76,761.82

Amount Paid: _____

EXHIBIT

12

INT-15. If the response to OCC Interrogatory No. 2 is negative, how did OTP determine that the volumes delivered off the Great Plains/OTP gathering lines for the last four years had not been previously billed to Orwell?

RESPONSE:

Orwell Trumbull Pipeline Company LLC always knew that the volumes weren't being billed. The issue of compensation was being deferred in anticipation that Gas Natural Inc. was going to acquire the pipeline and compensate Orwell Trumbull Pipeline Company, LLC and/or its ownership at the time of acquisition.

EXHIBIT

13

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/27/2015 11:42:29 AM

in

Case No(s). 14-1654-GA-CSS, 15-0637-GA-CSS

Summary: Deposition Deposition Transcript of Jessica Carothers Filed by the Office of the Ohio Consumers' Counsel electronically filed by Ms. Deb J. Bingham on behalf of Kumar, Ajay K. Mr.