

GENERAL TERMS AND CONDITIONS

11. MEASURING EQUIPMENT

- 11.1 Measuring Station. Transporter will install, maintain and operate at or near the Delivery Point(s), a measuring station properly equipped with meters, and other necessary measuring equipment by which the volume of Natural Gas made available to or on behalf of Shipper shall be measured and determined in accordance with Section 9 of these General Terms and Conditions.
- (a) Orifice Meters. Orifice meters, if used, shall be installed, and Gas quantities computed, in accordance with American National Standard Bulletin ANSI/API 2530, Orifice Metering Of Natural Gas, dated June 1979, and any modification and amendments thereof, and shall include the use of flange connections and straightening vanes.
 - (b) Diaphragm or Turbine Meters. Diaphragm or turbine meters, if used, shall be installed, and Gas quantities computed, in accordance with generally accepted industry practices.
 - (c) Electronic Flow Computers. Electronic or other types of flow computers, if used, shall be installed, and quantities calculated in accordance with generally accepted industry practices.
 - (d) New Measurement Techniques. If at any time a new method or technique is developed with respect to Gas measurement or the determination of the factors used in such Gas measurement, such new method or technique may be substituted upon receipt of Commission authorization or in accordance with generally accepted industry practices.
- 11.2 Check Measuring Equipment. Shipper may install, maintain and operate, at its own expense, downstream of the Delivery Point, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of Transporter's measuring equipment.
- 11.3 Right to be Present. Transporter and Shipper shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of Gas under any Transportation Service Agreement between Transporter and Shipper. Either party shall give the other reasonable advance notice of such activities with respect to meters. The records from such measuring equipment shall remain the property of their owner, but upon request each will submit to the other its records and charts, together with calculations therefore, for inspection and verification, subject to return within 30 days after receipt thereof.
- 11.4 Care Required. All installations of measuring equipment applying to or affecting deliveries of Gas shall be made in such a manner as to permit an accurate determination of the quantity of Gas delivered and ready verification of the accuracy of measurement. Reasonable care shall be exercised by both parties in the installation, maintenance and operation of pressure regulating equipment so as to prevent any inaccuracy in the determination of the volume of Gas delivered under any Transportation Service Agreement.
- 11.5 Calibration and Testing of Meters. The accuracy of Transporter's measuring equipment shall be verified by Transporter at reasonable intervals, and if requested, in the presence of representatives of Shipper, but Transporter shall not be required to verify the accuracy of such equipment more frequently than once in any 30 day period. In the event either party shall notify the other that it desires a special test of any measuring equipment the parties shall cooperate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for, shall be borne by Shipper if the measuring equipment tested is found not to be in error by more than two percent.

If, upon testing, any measuring equipment, including recording calorimeters, is found to be in error by not more than two percent, previous recording of such equipment shall be considered accurate in computing deliveries of Gas, but such equipment shall be adjusted at once to record accurately as defined by the appropriate metering standards.

If, upon testing, any measuring equipment shall be found to be inaccurate by an

amount exceeding two percent, at a recording corresponding to the average hourly rate of flow for the period since the last preceding test, then any previous recordings of such equipment shall be corrected to zero error for any period which is known definitely but in case the period is not known or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of last test, not to exceed a period of 180 days.

11.6 Measurement Corrections.

- (a) Measurement data corrections should be processed within six (6) Months of the production Month, with a three (3) Month rebuttal period. This standard shall not apply in the case of deliberate omission or misrepresentation or mutual mistake of fact. Parties' other statutory or contractual rights will not otherwise be diminished by this standard.
- (b) For treatment of measurement prior period adjustments, treat the adjustment by taking it back to the production Month. A meter adjustment becomes a prior period adjustment after the fifth Business Day following the business Month.

11.7 Correction of Metering Errors - Failure of Meters. In the event a meter is out of service, or registering inaccurately, the volume of Gas delivered shall be determined:

- (a) by using the registration of any check meter or meters, if installed and accurately registering; or, in the absence of (a);
- (b) by correcting the error if the percentage of error is ascertainable by calibration, tests, or mathematical calculation; or in the absence of both (a) and (b), then;
- (c) by estimating the quantity of delivery by deliveries during periods under similar conditions when the meter was registering accurately.

11.8 Preservation of Metering Records. Transporter and Shipper shall each preserve for a period of one Year all test data, charts and other similar records created after June 1, 1996.