

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

ORWELL NATURAL GAS COMPANY

Case No. 15-0637-GA-CSS

Complainant,

v.

ORWELL-TRUMBULL PIPELINE
COMPANY, LLC,

Respondent.

ANSWER

For its answer to the complaint of Orwell Natural Gas Company (“ONG”), respondent Orwell-Trumbull Pipeline Company, LLC (“OTP”) states as follows:

- 1) OTP admits the allegations of paragraph 1 of the Complaint.
- 2) OTP admits the allegations of paragraph 2 of the Complaint.
- 3) OTP admits the allegations of paragraph 3 of the Complaint.
- 4) OTP admits the allegations of paragraph 4 of the Complaint.
- 5) OTP admits the allegations of paragraph 5 of the Complaint.
- 6) In response to paragraph 6 of the Complaint, OTP admits only that the PUCO has jurisdiction over the matters raised by Complainant. Further Answering, OTP states that in Case No. 08-1244-PL-AEC, this Commission approved a contract between the parties which contains language contractually binding OTP and ONG to submit any dispute regarding the contract at issue in this case to arbitration before the American Arbitration Association.

- 7) In response to paragraph 7 of the Complaint, OTP incorporates its responses to the foregoing paragraphs as though repeated herein.
- 8) OTP admits the allegations of paragraph 8 of the Complaint.
- 9) OTP admits the allegations of paragraph 9 of the Complaint.
- 10) In response to paragraph 10 of the Complaint, OTP admits only that the agreement speaks for itself.
- 11) In response to paragraph 11 of the Complaint, OTP admits only that the agreement speaks for itself.
- 12) In response to the allegation of paragraph 12 of the Complaint, OTP admits only that Complainant's filing purports to be a complaint requesting relief. Answering further, OTP states that Complainant's filing ignores the Order of this Commission entered December 19, 2008, in Case No. 08-1244-PL-AEC finding the contract at issue herein – which included an arbitration clause – to be reasonable.

COUNT ONE

- 13) In response to paragraph 13 of the Complaint, OTP incorporates its responses to the foregoing paragraphs as though repeated herein.
- 14) OTP admits the allegations of paragraph 14 of the Complaint. Further answering, OTP avers that the authority to supervise the parties action includes the authority to enforce the contractual arbitration provision.
- 15) OTP denies the allegations of paragraph 15 of the Complaint.
- 16) In response to the allegation of paragraph 16 of the Complaint, OTP admits only that Complainant's filing purports to be a complaint requesting relief. Answering further, OTP states that Complainant's filing ignores the Order of this Commission entered

December 19, 2008, in Case No. 08-1244-PL-AEC finding the contract at issue herein – which included an arbitration clause – to be reasonable.

COUNT TWO

17) In response to paragraph 17 of the Complaint, OTP incorporates its responses to the foregoing paragraphs as though repeated herein.

18) OTP denies the allegations contained in paragraph 18 of the Complaint.

19) OTP denies the allegations contained in paragraph 19 of the Complaint.

20) OTP denies the allegations contained in paragraph 20 of the Complaint.

21) OTP denies the allegations contained in paragraph 20 of the Complaint.

22) OTP denies the allegations contained in paragraph 21 of the Complaint.

23) In response to the allegation of paragraph 23 of the Complaint, OTP admits only that Complainant's filing purports to be a complaint requesting relief. Answering further, OTP states that Complainant's filing ignores the Order of this Commission entered December 19, 2008, in Case No. 08-1244-PL-AEC finding the contract at issue herein – which included an arbitration clause – to be reasonable.

AFFIRMATIVE DEFENSES

24) The complaint fails to state any claim upon which relief can be granted.

25) ONG must submit its claims to binding arbitration.

WHEREFORE Respondent respectfully requests that the Commission grant it the following relief.

- 1) Dismiss Complainant's complaint, or
- 2) Find that the Complaint has set forth no grounds entitling Complainant to relief.
- 3) Award Respondent its attorneys' fees as statutorily authorized.
- 4) Order such other relief the Commission deems appropriate and just.

Respectfully submitted,

/s/ Michael D. Dortch
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ORWELL TRUMBULL
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CERTIFICATE OF SERVICE

The PUCO's e-filing system will serve notice of this filing upon counsel for the Complainant.

Further, I hereby certify that a true and accurate copy of the foregoing was served upon counsel for the Complainant this April 21, 2015, by depositing the same in the United States Mail, postage prepaid, addressed as follows:

Gina M. Piacentino, Esq.
Weldele & Piacentino Law Group
88 East Broad Street, Suite 1560
Columbus, OH 43215

/s/ Michael D. Dortch

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Summary: Answer of Orwell-Trumbull Pipeline Company, LLC electronically filed by Mr. Michael D. Dortch on behalf of Orwell-Trumbull Pipeline Company, LLC