

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of Commission's	:	Case No.20-1613-PL-COI
Investigation of Cobra Pipeline	:	
Company, LTD's Tariff No. 2	:	Case No 89-8041-PL-TRF

**COBRA PIPELINE COMPANY, LTD'S RESPONSE TO THE PUCO'S OCTOBER 21,
2020 ORDER IN CASE NO. 89-8041-PL-TRF**

Cobra Pipeline Company, LTD ("Cobra"), the respondent in this proceeding, is engaged in the transportation of natural gas within the State of Ohio, and, as such, is defined as a pipeline company under Section 4905.03(f) of the Ohio Revised Code ("O.R.C."). As a pipeline company, Cobra is further defined as a public utility under O.R.C. §4905.02.

Pursuant to O.R.C. §4905.30, a public utility must have its tariff filed with the Public Utilities Commission of Ohio ("PUCO" or "Commission"). Cobra's Tariff No. 1 ("Tariff No. 1") was filed with the Commission on June 29, 2007 in Case No. 89-8041-PL-TRF. Cobra's Tariff No. 1 was later amended on May 9, 2008 and April 16, 2009.

On September 18, 2020, Cobra filed its Tariff No. 2 ("Tariff No. 2") with the Commission in Case No. 89-8041-PL-TRF. The Commission then issued an Opinion and Order ("Order"), dated October 21, 2020, that suspended Cobra's Tariff No. 2 and ordered an investigation into Cobra's Tariff No. 2. The Commission Ordered investigation was docketed as Case No. 20-1613-PL-COI. To comply with the Commission's Order, Cobra has filed this Response ("Response"). Cobra also agrees to supply, to the best of its ability, information requested by the Commission's staff in the course of its investigation of Tariff No. 2.

Cobra files the following exhibits in support of Tariff No. 2:

- 1) Business Description;
- 2) Statement of Ownership;

- 3) Statement of Management;
- 4) Employee Information;
- 5) 2019 Annual Report to the PUCO;
- 6) Most Recent IRS Tax Filings;
- 7) Balance Sheet created for time period between June 1, 2019 to May 31, 2020;
- 8) Income Statement created for time period between June 1, 2019 to May 31, 2020;
- 9) Plant In Service/Identification of Used and Useful Property;
- 10) Capital Accounts;
- 11) Statement of Operating Expenses created for time period between June 1, 2019 to May 31, 2020;
- 12) Pro Forma Operating Expenses reflecting changes in expenses going forward;
- 13) Retained Earnings;
- 14) PUCO Tariff No. 2;
- 15) Identification of Company's Rates under Tariff No. 2;
- 16) Contact Information;
- 17) Working Capital Spreadsheet created for time period between June 1, 2019 to May 31, 2020;
- 18) Verification of Contents.

Considering the statements made above, Cobra requests that the Commission determine the rates and charges contained in Tariff No. 2 to be reasonable, or in the alternative determine what rates should be charged by Cobra in order to provide Cobra with a reasonable level of compensation for its provision of safe and secure utility service to its customers.

Respectfully submitted,

/s/ Michael D. Dortch
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65 East State Street, Suite 200
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jdortch@kravitzllc.com

Attorneys for Respondent
COBRA PIPELINE COMPANY, LTD

CERTIFICATE OF SERVICE

The PUCO's e-filing system will serve notice of this filing upon counsel for the parties and the Staff of the Public Utilities Commission of Ohio. Further, I hereby certify that a true and accurate copy of the foregoing was served upon counsel for the parties this December 8, 2020, by electronic mail:

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/s/ Michael D. Dortch

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Investigation of Cobra Pipeline	:	Case No.20-1613-PL-COI
Company, LTD's Tariff No. 2	:	

BUSINESS DESCRIPTION

Cobra Pipeline Co., LTD ("Cobra" or the "Company") was founded in 2005. In February 2008, Cobra acquired pipeline systems from Columbia Gas Transmission. Cobra owns and operates 217 miles of intrastate pipeline for the mainline transmission of natural gas in Ohio. The Cobra pipeline includes three separate systems referred to as Churchtown, Holmesville, and North Trumbull. Customers include local distribution companies, natural gas marketing companies, as well as commercial and industrial users.

The Company derives its revenue from transmission and meter fees. The pipeline is classified as a Hinshaw Pipeline operating under section 1(c) of the Natural Gas Act, thereby reporting to the Federal Energy Regulatory Commission ("FERC"). Hinshaw pipelines, by definition, operate within a single state, but can transport gas. Cobra is regulated by the Public Utility Commission of Ohio ("PUCO") which governs the rates that the Company is permitted to charge its customers for intrastate transportation of natural gas pursuant to the express authority granted to the PUCO by the Ohio General Assembly in Chapter 4909 of the Ohio Revised Code. The PUCO also governs the safety of the pipelines.

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STATEMENT OF OWNERSHIP

Cobra Pipeline Company LTD ("Cobra") is currently owned in the following manner:

- 1) Richard M. Osborne Trust – Mr. Richard M. Osborne Trustee – 85.93%
- 2) FCCC Co. II, LLC – 14.07%

Cobra anticipates that these ownership portions will be dissolved during its Bankruptcy Case, docketed as Case No. 19-15961 in the United State Bankruptcy Court for the Northern District of Ohio. The types and percentages of ownership that will exist upon reorganization in Bankruptcy is not known at this time. These percentages and types of ownership will be negotiated as part of the Bankruptcy proceedings.

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STATEMENT OF MANAGEMENT

1. Business Consulting Associates, LLC, was hired as the President and Chief Executive Officer ("CEO") of Cobra Pipeline Company, Ltd. ("Cobra") on June 18, 2020. A copy of the employment agreement ("Employment Agreement") is attached as Exhibit A. A copy of Cobra's Resolution approving the Employment Agreement is attached as Exhibit B.

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PLACEHOLDER FOR EMPLOYEE INFORMATION



Annual Report for Fiscal Assessment
Year ending: December 31, 2019
of
Cobra Pipeline Co LTD

Company Information	
Company Name:	Cobra Pipeline Co LTD
Address:	PO Box 1420 Mentor, Ohio 44060 United States
PUCO ID #:	301981
Certificate #:	89-8041
Type:	Gas Pipeline
Filed By:	Jessica Carothers 4402551945
Doing Business As (DBA) or Formerly Known As (FKA)	

Fiscal Contact		Docketing Contact	
Name:	Jessica Carothers	Name:	Jessica Carothers
Title:	Accounting Manager	Title:	Accounting Manager
Address:	PO BOX 1145 Willoughby, Ohio 44096 United States	Address:	PO BOX 1145 Willoughby, Ohio 44096 United States
Email:	jcarothers@cobrapipeline.com	Email:	jcarothers@cobrapipeline.com
Phone:	4402551945	Phone:	4402551945

Annual Report filings and instructions are available at:

<http://www.puco.ohio.gov/puco/index.cfm/docketing/annual-reports/>

Statement of Intrastate Gross Earnings (Revenue) CY2019

Amount (In dollars)

Item	Total Company (1)	Interstate Non-Ohio Earnings(Revenue) (2)	Ohio Intrastate (3)=(1)-(2)
Operating and Miscellaneous Revenue (Rent Revenue, Special Billings revenue from work performed for others, rent revenue-nonoperating Return, Return on regulated investment used to provide nonregulated products and services,etc.)	\$1,495,531	\$0	\$1,495,531
Other Revenue, Dividend and Interest Income, Gains From Disposition of Property Operating and Nonoperating. Other Operating or Nonoperating Gains(foreign currency exchange or transfer, extinguishment of debt, company's share of earning of affiliated company accounted for on equity method, income from sinking and other funds, etc.)	\$0	\$0	\$0
SUBTOTAL	\$1,495,531	\$0	\$1,495,531
Earnings or Receipts from Sales to Other Public Utilities for Resale	\$864,959	\$0	\$864,959
TOTAL (Subtotal – Sales to Other Utilities for Resale)	\$630,572	\$0	\$630,572

These line items require gross revenue amounts, or amounts earned by the company before deducting any associated costs or expenses. For the purposes of this annual report, gross earnings and gross receipts are terms used interchangeably with gross revenue.

Intrastate means from one point to another point in Ohio, or wholly within Ohio.

Annual Reports and the supplemental filings are published for view by the general public on the PUCO's website following your submission.

The reporting company shall maintain supporting records to separately record receipts and sales from operations. Information presented herein is subject to audit by the PUCO.

For the uses and purposes designated in R.C. 4905.10, the annual assessment for maintaining the Public Utilities Commission of Ohio.

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In the Matter of Commission's	:	
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PLACEHOLDER FOR BALANCE SHEET

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of Commission's	:	
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PLACEHOLDER FOR INCOME STATEMENT

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PLACEHOLDER FOR PLANT IN SERVICE

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of Commission's	:	
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PLACEHOLDER FOR CAPITAL ACCOUNTS

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of Commission's	:	
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PLACEHOLDER FOR OPERATING EXPENSES

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of Commission's	:	
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PLACEHOLDER FOR OPPERATING EXPENSES – PRO FORMA

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In the Matter of Commission's	:	
Investigation of Cobra Pipeline	:	Case No.20-1613-PL-COI
Company, LTD's Tariff No. 2	:	

PLACEHOLDER FOR RETAINED EARNINGS

KRAVITZ, BROWN & DORTCH, LLC

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614-464-2000
fax 614-464-2002

Public Utilities Commission of Ohio
Docketing Division
180 E. Broad Street
Columbus, Ohio 43215

September 18, 2020

RE: In the Matter of Cobra Pipeline Company, LTD's P.U.C.O No. 2 Tariff, Case No.
89-8041-PL-TRF

To Whom It May Concern:

Enclosed please find Cobra Pipeline Company, LTD's P.U.C.O Tariff No. 2 in its final form.

Very truly yours,

Michael D. Dortch

Cc: Steven G. Rigo, CEO

COBRA PIPELINE COMPANY, LTD

P.U.C.O NO. 2

TARIFF

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Filed Pursuant to Case No. 89-8041-PL-TRF

ISSUED: September 18, 2020

EFFECTIVE: November 1, 2020

Issued by:
COBRA PIPELINE COMPANY, LTD
Stephen Rigo, CEO

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Issued by:
COBRA PIPELINE COMPANY, LTD
Stephen Rigo, CEO

SECTION II – DEFINITIONS

1. DEFINITIONS

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

- A. **"Btu"** shall mean the British thermal unit as defined by international standards.
- B. **"Business Day"** shall mean any weekday, excluding federal banking holidays.
- C. **"Cash-out"** shall mean a direct cash payment from one party to the other for natural gas that is accumulated in an imbalance.
- D. **"Cash-out Price"** shall mean the standard by which prices are determined for cash-outs, imbalances, and any other penalties. The price shall be determined as follows:

OVERDELIVERIES AND UNDERDELIVERIES - the Spot Market Price for the Month during which such quantities are replenished by Company. The "Spot Market Price" shall mean, for the applicable Month, the contract index price for gas delivered to "Columbia Gas Transmission, LLC, Appalachia" as reported in Inside FERC's Gas Market Report or successor publication, plus Columbia's 100% load factor transportation rate plus Columbia's applicable shrinkage.

"Central Clock Time" (or **"C.T."**) shall mean Central Standard Time adjusted for Daylight Savings Time.

- E. **"Company"** means Cobra Pipeline Co., LTD, its successors and assigns.
- F. **"Cobra Pipeline Company, Ltd." or "Cobra System"** shall mean all natural gas pipelines operated by, or any expansion, additions to, or replacement of these pipelines.
- G. **"Customer"** means any legal entity or person who has an agreement, by contract and/or tariff, with the Company to receive service from the Company.

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- H. **"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.
- I. **"Delivery Point(s)"** shall mean the specific measurement location(s) listed on the Service Agreement at which the Company delivers Customer-owned gas to Customer, and Customer receives such gas from the Company.
- J. **"Delivery Volume"** shall mean the volume of Gas actually nominated and confirmed at the Delivery Point(s) by or on behalf of the Customer.
- K. **"Firm"** shall mean that each Dth the Customer nominates and the Company confirms at the Receipt Point(s), within the Customer's MDQ, will be delivered to the Customer's Delivery Point(s) minus the Company's Shrinkage without interruption except under Force Majeure conditions or an energy emergency declared by the Commission.
- L. **"Gas"** shall mean natural gas of interstate pipeline quality.
- M. **"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.
- N. **"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 (1) Cubic Foot at 14.73 pounds per square inch ("PSI") 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.
- O. **"Imbalance"** shall mean the daily difference between the Dths tendered by or for the Customer's account at the Receipt Point(s) minus the Company's Shrinkage and the confirmed nomination volumes allocated to the Customer at the Delivery Point(s).
- P. **"Interruptible"** shall mean that each Dth the Customer nominates and the Company confirms at the Receipt Point(s), in excess of the Customer's MDQ, will be delivered to the Customer's Delivery Point(s) less the Company's Shrinkage, if the Company, using reasonable judgment, determines that capacity exists after all the Firm transport needs are accounted for to permit redelivery of tendered gas.
- Q. **"Maximum Daily Quantity" ("or "MDQ")** shall mean the maximum daily natural gas
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quantity which the Customer shall be entitled to nominate during any 24-hour period. The Customer's MDQ shall be negotiated between the Customer and the Company and incorporated into the Customer's Service Agreement with the Company.

- R. **"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.
- S. **"Nomination"** shall mean the confirmed Quantity of Gas which the Customer shall arrange to have delivered to the Receipt Point(s) for redelivery by the Company to the Delivery Point(s). The Nomination shall include sufficient gas to account for the Company's Shrinkage.
- T. **"Operational Flow Order"** and/or **"OFO"** shall mean a declaration made by the Company that conditions are such that the Company can only safely transport an amount of Gas during a calendar day equal to the amount of Gas which the Customer will actually deliver at the Receipt Point(s) on that calendar day.
- U. **"Overrun"** shall mean any volume of Gas actually transported to the Delivery Point(s) which, as measured on a daily basis, exceeds the MDQ established by the Service Agreement.
- V. **"PUCO" or "Commission"** means the Public Utilities Commission of Ohio, or any successor governmental authority.
- W. **"Quantity of Gas"** shall mean the number of units of gas expressed in Dth(s) unless otherwise specified.
- X. **"Processing"** shall mean the extraction of moisture, helium, natural gasoline, butane, propane, and/or other hydrocarbons (except methane) from natural gas tendered by Customer at the Receipt Point(s).
- Y. **"Compression"** shall mean the process in which natural gas is compacted into a higher pressure in order to allow transportation on the Company's or other pipeline companies' systems.
- Z. **"Receipt Point(s)"** shall mean those measurement locations where Customer-owned gas enters the Company's system.
- AA. **"Service Agreement"** shall mean an individual contract with the Company signed, prior to commencement of Transportation Service and, if applicable, Production Service, by each Customer that identifies the Receipt Point(s) and Delivery Point(s) and stipulates the type and terms of service to be provided by the Company.

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- BB. **"Shrinkage"** shall mean the quantity of Gas required by the Company to replace the estimated quantity of Gas, which is required for compressor fuel, processing fuel, and lost-or-unaccounted-for Gas when transporting and/or processing the tendered quantities. These percentages shall be set forth in Customer's Service Agreement(s), and each calendar year thereafter may be adjusted annually by the Company to reflect its operating experience.
- CC. **"Transportation Service"** shall mean the type of service offered to Customers to move natural gas from Receipt Point(s) to Delivery Point(s) via the Cobra System. Transportation Service may be either Firm or Interruptible.
- DD. **"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 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.
- EE. **"Human Needs and Public Welfare Customer"** means the category of any service account where the use of natural gas is for space heating of a permanent residence or for use by governmental agency or public service organization which provides emergency or life support services. Human needs Customers shall include hospitals, nursing homes, and residential correctional institutions, but shall exclude hotels and motels.
- FF. **"Industrial Customer"** means a Customer using gas primarily in a process which involves the extraction of raw or unfinished materials in another form or product through the application of heat or heat treating, steam agitation, evaporation, baking, extraction, drying, distilling and other manufacturing processes.
- GG. **"Force Majeure"** means an unforeseeable and/or uncontrollable circumstance(s) that prevent a party to a contract from fulfilling a contract.
- HH. **"Special Arraignment"** and/or **"Reasonable Arraignment"** mean an agreement, entered into by a Customer and the Company, for the transportation of natural gas that contains different rates than the rates contained in this Tariff. Any such agreement must adhere to Ohio Revised Code §4905.31 before it becomes valid.

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- II. **“Reservation Charge”** and/or **“Demand Charge”** mean charge/rate paid, by the Customer, in order to reserve Firm transportation capacity on a pipeline. This charge only includes the reservation of capacity on the pipeline and any actual volumes shipped on a pipeline are subject to other charges. The amount of capacity reserved by a Customer is provided by that Customer’s MDQ.
- JJ. **“Commodity Charge”** means the charge/rate paid, by the Customer, for volumes of natural gas received and transported on the Company’s pipeline systems.
- KK. **“Secondary Firm Transportation Services”** means Firm Service that a Customer receives beyond its MDQ. These services can be identified as either: (1) Authorized Daily Overrun Charges; or (2) Unauthorized Daily Overrun Charges.
- LL. **“Authorized Daily Overrun Charge”** means a charge/rate applicable to Firm Service, paid by the Customer, for deliveries to Customer on any one day which exceeds Customer’s MDQ at any or all Delivery Points) and which has been expressly authorized, in writing, by the Company seventy-two (72) hours before that day’s Daily Nomination is due. This Charge supersedes all other charges, when charged, and can be considered an “all in” transportation cost.
- MM. **“Unauthorized Daily Overrun Charge”** means a charge/rate applicable to Firm Service, paid by the Customer, for deliveries to Customer on any one day which exceed Customer’s MDQ at any Delivery Point(s) and which have not been authorized by Company or was not approved seventy-two (72) hours before that day’s Daily Nomination is due. This Charge supersedes all other charges, when charged, and can be considered an “all in” transportation cost. Company’s acceptance of Unauthorized Daily Overrun shall be treated as Interruptible Service.
- NN. **“Mercaptan”** and/or **“Methanethiol”** is a harmless organo-sulfur compound. This chemical is a colorless gas with a distinctive putrid smell.

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SECTION III – SERVICE TERRITORY

Counties to Which This Schedule Is Applicable

This Schedule exhibits which Counties are generally served by the specific Area rates of the Cobra Pipeline Company, LTD. for transporting natural gas. All customers are served within these Counties.

Counties

Ashtabula County	Columbiana County	Crawford County
Franklin County	Geauga County	Holmes County
Huron County	Lake County	Mahoning County
Noble County	Trumbull County	Union County
Washington County	Wayne County	Wood County
Wyandot County		

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SECTION IV – General Information

1. Tariff Subject to Federal law, Ohio Revised Code, Ohio Administrative Code, & Commission Rules & Orders

Services provided under this Tariff are subject to: (1) all Federal laws; (2) State of Ohio and local laws; and (3) the orders, rules and regulations of any federal, State or local agencies having jurisdiction thereof.

2. Title to Natural Gas

Customer warrants that: (1) it will have good and merchantable title to all natural gas delivered to Company for redelivery to Customer's facilities; (2) such gas will be free and clear of all liens, encumbrances and claims whatsoever; and (3) that it will indemnify Company and hold it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any and all persons to said gas.

3. Force Majeure

Except with regards to Customer's obligation to make payment, neither Customer nor Company shall be liable for the others failure to perform a Firm obligation to the extent such failure was caused by Force Majeure.

Examples of Force Majeure shall include, but shall not be limited to, the following: (1) physical events such as landslides, lightning, earthquakes, floods, washouts, explosions, fires, storms, storm warnings, hurricanes, blizzards, or other act of God which results in evacuation of affected area; (2) breakage, accident, or necessary repairs and/or routine maintenance to machinery, equipment, or lines of pipe; (3) weather related events affecting an entire geographic region, such as, but not limited to, low temperatures which cause freezing or failure of lines of pipe; (4) interruption of firm transportation and/or storage by an upstream interstate pipeline(s); (5) interruption of firm transportation and/or storage by an upstream intrastate pipeline(s); (6) acts of war, terrorism, sabotage, rioting, and/or vandalism; (7) acts such as strikes, lockouts, or other industrial disturbances; and (8) governmental actions such as necessity for compliance with any Order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction.

A party claiming Force Majeure must provide prompt notice to the other party. Initial notice may be given orally. However, written notification must be provided as soon as reasonably possible. This written notice must contain details of the event and/or occurrence claimed to

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constitute the Force Majeure.

Customer and Company shall make reasonable efforts to avoid the adverse impacts of a Force Majeure event and to promptly resolve any such event once it has occurred in order to resume performance.

Neither Customer nor Company shall be entitled to the benefit of the provision of Force Majeure to the extent performance is affected by any or all of the following circumstances: (1) the curtailment of interruptible or Secondary Firm Transportation unless primary in-path, firm transportation is also curtailed; (2) the party claiming Force Majeure failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (3) economic hardship. The Customer or Company claiming Force Majeure shall not relieve either party for meeting all payment obligations.

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

4. Right to Modify

The Company reserves the right to modify, alter, or amend the foregoing rules and regulations and to make such further and other rules and regulations as experience may suggest and as the Company may deem necessary or convenient in the conduct of its business. Said new or amended rules and regulations are to become effective and will be added to the Company's tariff only upon submission to the PUCO. All Customers will come under the standards for gas pipeline and appliance venting on Customer's premises.

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COBRA PIPELINE COMPANY, LTD
Stephen Rigo, CEO

SECTION V – Service Terms

1. Information about Service

Information relative to the service that will be supplied at a given location should be obtained from Company. Information given orally or over the telephone shall be subject to confirmation by these Rules and Regulations and the written communications of the Company. A full and complete copy of the Company's tariff covering rate charges for service and terms and conditions of service is available for public inspection at each of the Company's business offices during normal business hours. The Company shall comply with the tariff disclosure requirements established by the Public Utilities Commission of Ohio and under Ohio law.

2. Availability

Service is available to the extent of Company's gas supply capacity limitations and the physical constraints of Company's gas distribution facilities in all areas where the Company's pipeline transportation facilities are located, to Customers who enter into a Service Agreement for gas transportation under the terms and conditions stated herein, and subject to the Rules, Regulations and Rates filed by the Company from time-to-time with the Public Utilities Commission of Ohio, and any subsequent revision thereof, and to the lawful orders of regulatory authorities having jurisdiction.

3. Service Not to Be Disturbed

No Customer shall attach or use any appliance which may result in the injection of air, water, or other foreign matter into the Company's lines and, without prior approval from the Company, no Customer shall attach or use any appliance which will increase or decrease the pressure in the Company's lines intermittently to such extent as to interfere with continuous service to other Customers or add equipment that will exceed the Company's capacity or damage the Company's equipment.

4. Term of Service

Transportation service pursuant to this Tariff is available to all Customers who sign a Service Agreement with the Company in the form shown in Appendix A prior to the commencement of any transportation service. Unless otherwise agree, Transportation Service Agreements shall provide for a primary term of one (1) year, continuing thereafter on a month to month basis subject to cancellation by the Company or the Customer on 30 days' written notice or as otherwise agreed by Company.

Filed Pursuant to Case No. 89-8041-PL-TRF

ISSUED: September 18, 2020

EFFECTIVE: November 1, 2020

Issued by:
COBRA PIPELINE COMPANY, LTD
Stephen Rigo, CEO

5. Delivery & Transportation of Natural Gas

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

a. Monthly Nominations

For planning purposes, the Customer shall provide Written Notice, at least three (3) business days prior to the start of each calendar Month by 11:30am Central Clock Time, to the Company of the amount of Gas it forecasts to transport during the upcoming Month.

b. Daily Nominations

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

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

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COBRA PIPELINE COMPANY, LTD
Stephen Rigo, CEO

6. Measurement & Quality

The gas made available to Company by Customer for redelivery shall be of quality equal to or better than the quality specifications of the upstream pipeline interconnect at the Receipt Point(s).

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

Specifically, Gas shipped upon Cobra's systems shall not contain in excess of:

- 1) Seven (7) pounds of water per million cubic feet of gas;
- 2) Four percent (4%) by volume of a combined total of carbon dioxide and nitrogen components;
- 3) Total carbon dioxide content shall not exceed one and twenty-five one hundredths percent (1.25%) by volume;
- 4) Twenty-five hundredths (0.25) grains of hydrogen sulfide per one hundred (100) feet of gas; and
- 5) Ten (10) grains of total sulfur per one hundred (100) cubic feet of gas.

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

Billings for all receipts and deliveries hereunder shall be made on a thermal basis in Dth. In converting thermal units to MCF, Company shall have the right to rely upon the heat content

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calculation employed by the interstate pipeline, if any tendering volumes on Customer's behalf at the Receipt Point(s). In the event Customer is injecting natural gas directly into Company's system as a Receipt Point interconnecting with a local production or gathering system, then the heat content calculation shall be based on testing of samples of gas then at the Receipt Point not less frequently than annually. Customer(s) shall be responsible to pay the cost of such testing.

7. Shrinkage

Unless otherwise agreed, the Customer shall have the right to retain, pursuant to this Tariff, 100% of the gas delivered to the Receipt Point(s), less the Shrinkage. The Company's Shrink rate at the time this Tariff was filed is 3.5%.

After a date not earlier than three (3) years from the date that this Tariff was originally filed, and each calendar year thereafter, during the term in which the Company operates under this Tariff, Company may adjust this Shrink rate to reflect its most recent operating parameters.

8. Imbalances

The following shall apply unless otherwise agreed to in a Special Arraignment, pursuant to O.R.C. §4905.31, that is submitted and approved by the Commission:

Customer shall be entitled to take, at the Delivery Point(s) on a daily basis the tendered quantity at the Receipt Point(s) minus the Shrinkage. The Service Agreement shall set out the time period in which the volumes tendered minus the Shrinkage will be balanced against the volumes taken at the Delivery Point(s).

When the amount of natural gas tendered at the Receipt Point(s) minus the Shrinkage exceeds the amount redelivered to the Delivery Point(s) for the period of time listed in the Service Agreement for balancing, then the Company *may* either: (1) carryover the surplus for subsequent redelivery at a specified time; or (2) cash-out the imbalance by paying the Customer the Cash-out Price for each Dth minus a percentage penalty as determined from the chart below for the surplus amount.

When the amount of natural gas tendered to the Receipt Point(s) minus the Shrinkage for the period of time listed in the Service Agreement for balancing is less than the amount of natural gas taken by the Customer at the Delivery Point(s), then the Company *may* either: (1) carryover the deficiency; or (2) cash-out the imbalance by demanding the Customer pay the Company the Cash-out Price for each Dth plus a percentage penalty as determined from the chart below for the amount the Customer has overtaken.

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<u>Percentage Imbalance Level</u>	<u>Penalty</u>
1) 0-10%	No penalty for cash-outs
2) 10-20%	10% penalty fee on all Dth Cashed-Out
3) >20%	20% penalty fee on all Dth Cashed-Out

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

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

9. Company's Right to Deny or Discontinue Service

After reasonable notice, the Company shall have the right to discontinue service of any Customer for any of the following reasons or purposes:

- 1) Refusing access;
- 2) Non-payment of bills for gas or transportation, when due;
- 3) Non-use of transportation service.

10. Operational Flow Orders

In the event any one of the following occur then the Company may issue an Operational Flow Order:

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- (1) any Upstream Interstate Pipeline supplying the Company declares a Force Majeure event or an operational flow order;
- (2) any upstream Intrastate Pipeline supplying the Company declares a Force Majeure event or an operational flow order;
- (3) the Commission or the Governor declare an energy emergency;
- (4) if weather and usage conditions create a situation in which the Company reasonably believes that it cannot accommodate an imbalance from the Customer;
- (5) if weather and usage conditions create a situation in which the Company reasonably believes that it cannot accommodate an increase/decrease in an imbalance from the Customer.

During an Operational Flow Order the Customer may only tender and receive those volumes which the Company believes the Customer can actually both tender to the Receipt Point(s) and receive at the Delivery Point(s) on a daily basis. The Company will use its best efforts to avoid an Operational Flow Order if reasonably possible, and maintain the Operational Flow Order for as limited a period of time as is reasonably possible.

11. Termination of Service Procedure

The Company shall have the right to disconnect and remove from the premises of any Customer the meter and any other property belonging to the Company for any of the following reasons or purposes:

- 1) Any violation of or refusal by Customer to comply with any Special Arrangement, Service Agreement, or any tariff, rule, or regulation on file with the PUCO that applies to Customer and/or Company;
- 2) Any use of gas by Customer in a manner detrimental to the service of other Customers;
- 3) When providing transportation is in conflict or incompatible with any order of the PUCO, the laws of the State of Ohio (or any political subdivision thereof), or the laws or rules of the United States government or any of its agencies;
- 4) For non-use of transportation services;
- 5) When transporting gas for Customer creates a reasonable certainty of a dangerous condition(s) on one or more of the Company's systems. Service will not be restored until such dangerous condition or conditions have been corrected;

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- 6) For repairs, provided that the Customer is provided 24 hours written notice prior to scheduled maintenance interruptions in excess of six (6) hours;
- 7) For nonpayment of charges for gas or transportation service, including nonpayment of late payments charges, required as a condition for continued service, upon fourteen (14) days written notice to Customer;
- 8) Failure to adhere to an Operational Flow Order.

The Company shall follow the termination procedures established in Ohio law.

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SECTION VI – Rates for Service

1. Measurement Service

a. Chart Measurement Services

The Company shall charge for each Delivery Point measured by chart:

- 1) \$0.00 per month

The Company shall review its charts on the last day of each month. However, this date may be altered due to one of the following (a) Federal Holidays (b) Staff Availability; and/or (c) Weather Conditions. In the event that the Company must alter the date due to one of these reasons, it will complete its monthly review of the charts at first available time.

b. Optional Electronic Measurement Services

The Company shall charge for each Delivery Point electronically measured via electronic measurement and/or tele-metering equipment:

- 1) \$125.00 per month

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

Any Customer that elects this optional service shall agree to continue such service for a length of time equal to the first of the following occur: (1) a minimum period of thirty-six (36) months; or (2) until the Delivery Point is no longer in use for transportation service from Company.

If the minimum period of thirty-six (36) months expires and a Customer wishes to continue to receive this optional service then that Customer must agree, in writing, to renewing the terms listed in the paragraph above.

c. Meter Reading

With reasonable prior notice, Customer shall have the right to review the records of the Receipt Point(s) meter(s) and/or Delivery Point(s) meter(s), during normal business hours. Either Customer or Company,

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may, at its election, have any or all of the Receipt Point(s) meter(s) and/or Delivery Point(s) meter(s) tested for accuracy and adjusted in accordance with good industry practice. If the meters test with 2% or better of accurate measurement, then the cost of the test shall be paid by the Party requesting the test. If the meters are found to be inaccurate by more than 2%, the Party owning the meter shall pay for the test. No adjustment based upon meter inaccuracies shall be made for delivery charges or natural gas imbalances unless a meter tests inaccurate by more than 5%. Any such billing correction shall only be to the 2% error level for a period of time no longer than to the last meter testing or six months, whichever is less.

2. Processing & Compression Fees

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

The Company shall charge the following for the quantity of gas received at Receipt Point and processed and/or compressed:

- 1) \$0.25 per Dth

3. Transportation Rates

a. Firm Transportation Service:

Demand Charge:	\$1.09 per Dth multiplied by MDQ multiplied by the number of days in a Month
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Commodity Charge (paid on quantity transported):	\$0.10 per Dth
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Authorized Daily Overrun Charge:	\$1.09 per Dth
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Unauthorized Daily Overrun Charge:	\$1.19 per Dth
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b. Interruptible Transportation Service:

Commodity Charge:	\$1.09 per Dth
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Issued by:
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Stephen Rigo, CEO

SECTION VI – Billing & Payment

1. Billing Process

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

It is necessary for some Customers to provide volumetric data to Company in order to compile the necessary statements. Such information, should be submitted, via electronic mail, to Company by 11:30am Central Clock Time on the ninth (9th) day of each calendar month. This data should include verification of the method in which the information was obtained. Should a Customer need to provide an estimate during a monthly period, then that Customer shall have until the first (1st) of the following month to provide actual data so that the Company may make the necessary adjustments before the next month's billing cycle.

2. Review & Verification

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

3. Overcharges & Undercharges

If it is discovered that, at any time, the Customer have been overcharged or undercharged in any form whatsoever under this Tariff and the Customer has actually paid the bills containing such overcharge or undercharge, the Company shall refund the amount of any such overcharge or the Customer shall pay the amount of any such undercharge within thirty (30) days after final determination of such amounts.

4. Errors

In the event an error is discovered in the amount billed in any statement rendered by the Company, such error shall be adjusted with thirty (30) days from the date of discovery of such error. Such adjustment is limited to the six (6) month time period before the discovery of such an error.

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5. Late Payments & Fees

The Customer shall make payment to the Company for services purchased during the preceding month and billed pursuant to the provisions of this Tariff on or before the twenty-fifth (25th) days of the month, unless otherwise agreed to by the parties. Payment shall be made by wire transfer of Federal Funds at such bank account designated by the Company, except when such day of the month is a Saturday, Sunday or federal bank holiday, in which case payment is due on the following Business Day. All such payments shall be considered to have been made on the date with the Company has use of such funds.

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

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

6. Disputes of Invoice

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

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Issued by:
COBRA PIPELINE COMPANY, LTD
Stephen Rigo, CEO

Appendix A

TRANSPORTATION SERVICE AGREEMENT

This Transportation Service Agreement ("Agreement"), made & entered into as of _____ day of _____, 20____, by and between Cobra Pipeline Company, LTD. ("Company") and _____ ("Customer" and collectively with the Company known as the "Parties").

In consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

Section 1: Transportation on Service to be Rendered.

This Agreement shall be subject to the provisions of the Company's Tariff PUCO No. 2 ("Tariff"), and as such, it may be amended or superseded from time to time. The Tariff and any amended and/or suspended changes are incorporated herein by this reference.

Section 2: Transportation on Service to be Rendered.

In accordance with the provisions of the effective application transportation service provisions of the Company's Tariff, on file with the Public Utilities Commission of Ohio ("PUCO" and/or "Commission"), and the terms and conditions contained herein, 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 V of the Tariff.

Section 3: Regulation.

This 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 and/or authorization is not received or continued.

Section 4: Term of Agreement.

This Agreement shall become effective as of the first day of Customer's next billing cycle following its execution and shall continue through the last day of Customer's March, 20____ billing cycle. In addition, this 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 one of the following:

- 1) Customer may terminate this Agreement upon written notice to Company on or before January 2 of each calendar year. Such termination will become effective as of the end of the applicable March billing cycle consistent with the terms of this Section.
- 2) Company may terminate this Agreement upon written notice to Company on or before January 2 of each calendar year. Such termination will become effective as of the end of the applicable March billing cycle consistent with the terms of this Section.
- 3) The Parties may terminate or amend the terms of this Agreement by mutual consent that is: (a) in writing; (b) signed by an authorized representative of the Customer; and (c) signed by an authorized representative of the Company.

Section 5: Notices.

Any notices, except those related to billing or interruption of service, required or permitted to given hereunder shall be effective only if:

- 1) Delivered in person to an officer or authorized representative of the party being notified; or
- 2) Mailed by certified mail to the address contained in this Agreement.

Notice shall be considered received on the date in which:

- 1) Receiving party acknowledges receipt was made in person; or
- 2) Receiving party signed for the certified mailing.

Section 6: Cancellation of Prior Agreements.

This Agreement supersedes and terminates any previous service agreements between the Parties. The effective date of such termination is the effective date of this Agreement.

Section 7: Receipt Points into Cobra's Systems.

Meter Station No.	Township	County	Market Code

Market Code "A" shall mean that the Point(s) of Receipt is serving the market area where Customer's end use facilities are located.

Market Code “B” shall mean that the Point(s) of Receipt is not serving the market area where Customer’s end use facilities are located.

Section 8: Delivery Points from Cobra’s Systems.

Meter Station No.	Township	County	Market Code

Market Code “A” shall mean that the Point(s) of Delivery is serving the market area where Customer’s end use facilities are located.

Market Code “B” shall mean that the Point(s) of Delivery is not serving the market area where Customer’s end use facilities are located.

Section 9: Transportation Service Details.

1. Optional Electronic Measurement Service

Please select the whether Customer wishes to receive the Optional Electronic Measurement Service described in Section VI of the Company’s Tariff:

() Yes

() No

If the Customer selected “Yes” then please provide the Delivery Points in which Customer wishes to receive Electronic Measurement Services:

Meter Station No.	Township	County	Market Code

2. Quality of Service

Please select between the following types of service:

() Firm Service

() Interruptible Service

If the Customer selected Firm Service, please state the Customer's MDQ below:

() Dth per Day

3. Human Needs Customers

Human Needs Customers are defined as individuals who use natural gas for essential human needs. Examples of Human Needs Customers include, but are not limited to: (a) homes; (b) hospitals; (c) nursing homes; and (d) schools.

Do any of Customer's Delivery Point(s) service Human Needs Customers?

() Yes

() No

If the Customer selected "Yes" then please provide the Delivery Point(s) in which Human Needs Customers are served:

Meter Station No.	Township	County	Market Code

Section 10: Contact Information.

Customer Name: _____
Attention: _____
Address 1: _____
Address 2: _____
City: _____
State: _____
Zip Code: _____

Cobra Pipeline Company, LTD
Attention: Jessica Carothers
P.O. Box 1420
Mentor, Ohio 44061-1420

Section 11: Signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

For Customer:

For Cobra Pipeline Company, LTD

Signature of Representative

Signature of Representative

Print Name of Representative

Print Name of Representative

Print Title of Representative

Print Title of Representative

Date

Date

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

9/18/2020 2:29:10 PM

in

Case No(s). 89-8041-PL-TRF

Summary: Tariff Final Tariff, PUCO No. 2, for Cobra Pipeline Co., LTD electronically filed by Mr. Justin M Dortch on behalf of Cobra Pipeline Company, LTD

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of Commission's	:	
Investigation of Cobra Pipeline	:	Case No.20-1613-PL-COI
Company, LTD's Tariff No. 2	:	

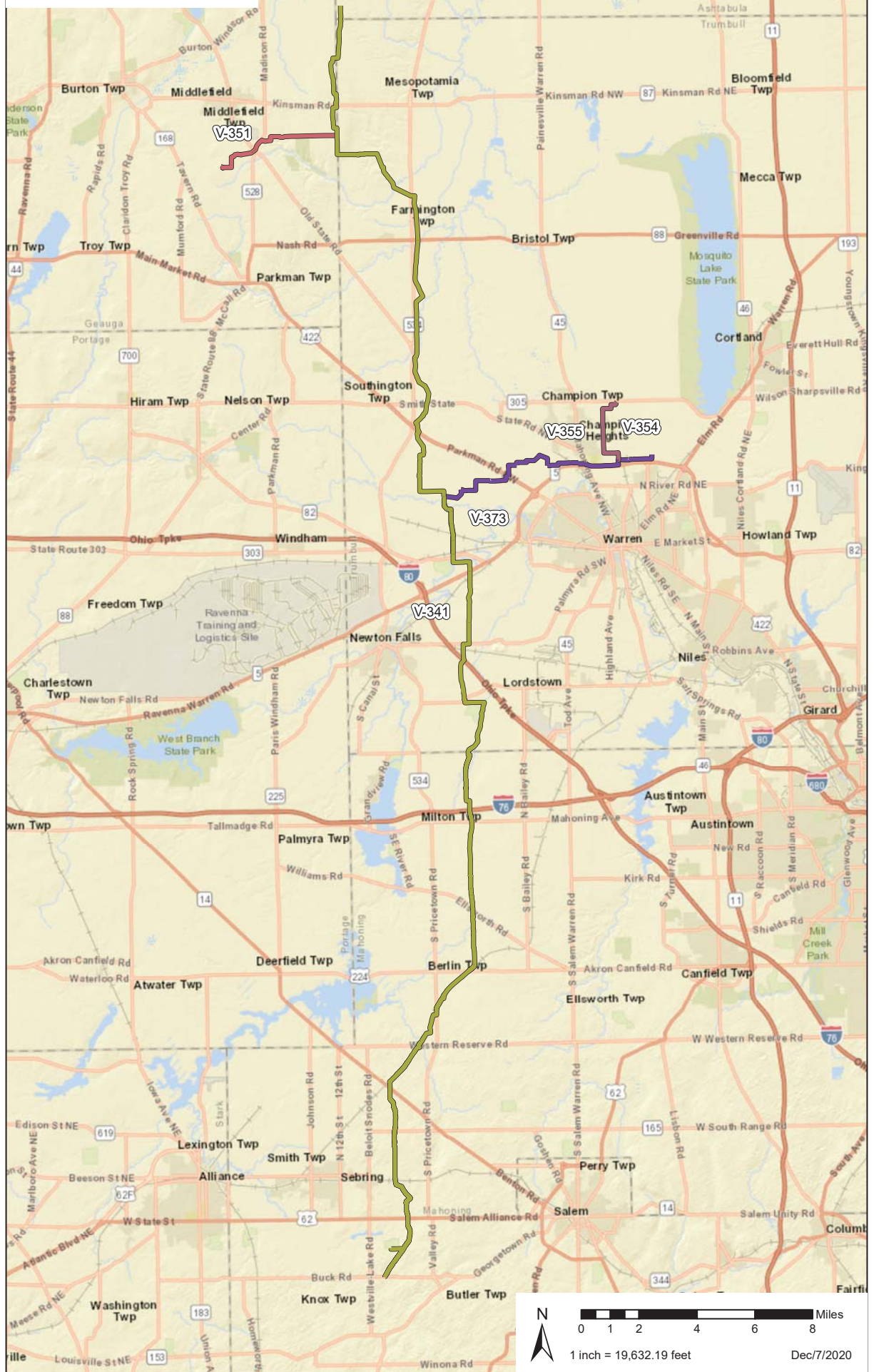
STATEMENT OF COMPANY'S RATES UNDER TARIFF NO. 2

<u>FIRM SERVICE RESERVATION CHARGE:</u>	\$1.09 per MCF
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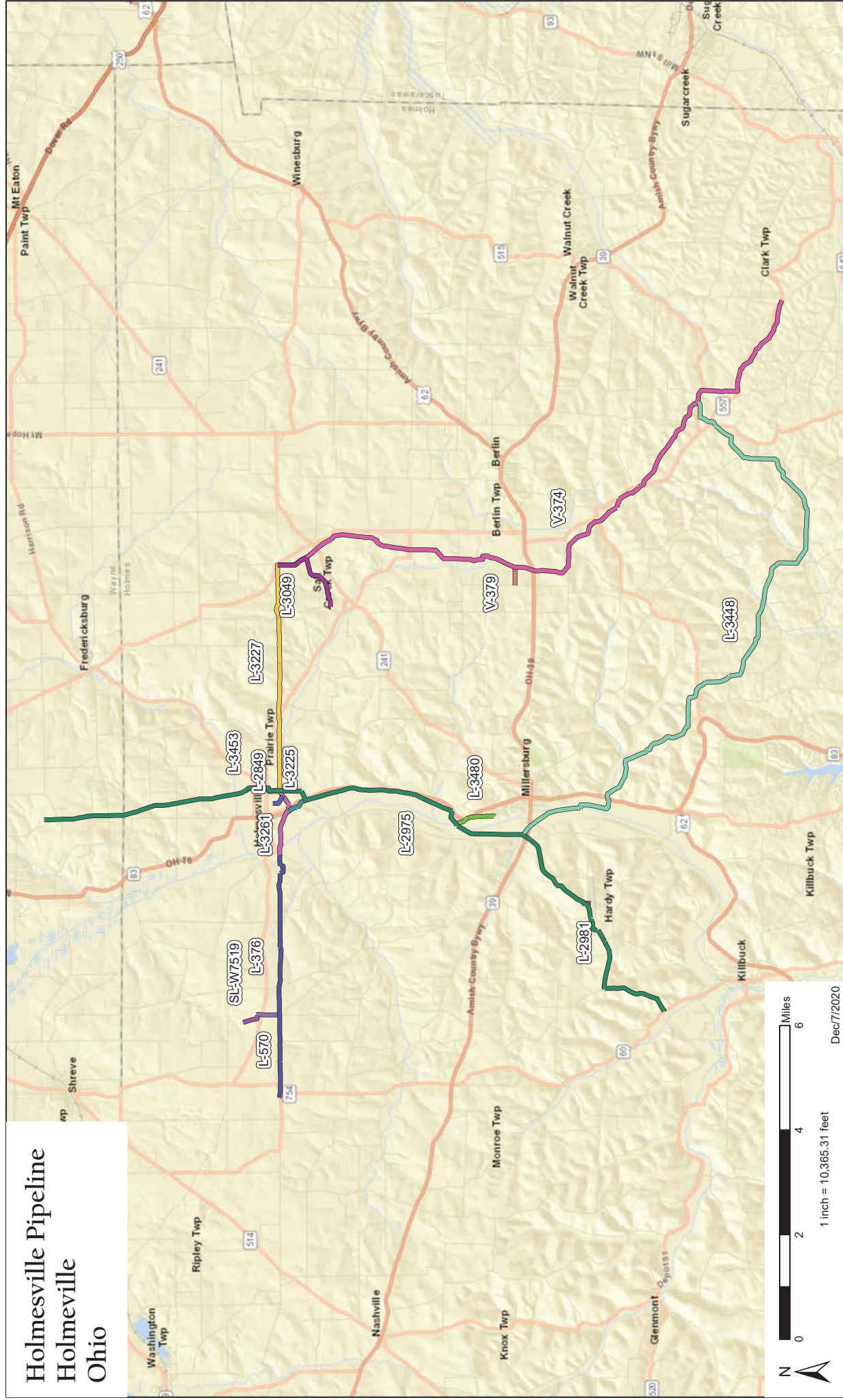
a. Commodity Charge:	\$0.10 per MCF
b. Authorized Overrun Firm Service	\$1.09 per MCF
c. Unauthorized Overrun Firm Service	\$1.19 per MCF

<u>INTERRUPTABLE SERVICE:</u>	\$1.09 per MCF
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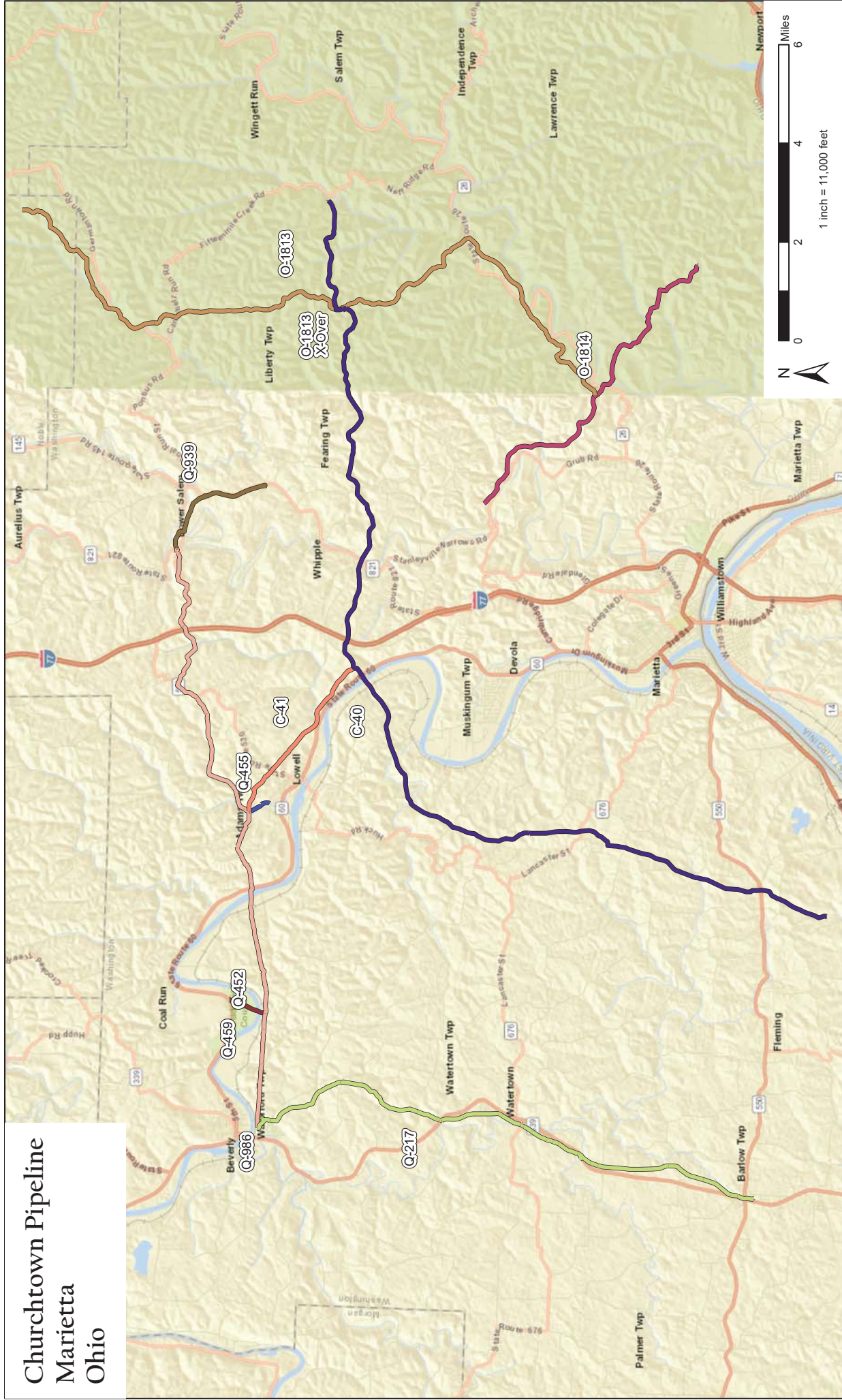
North Trumbull Pipeline
Trumbull
Ohio



Holmesville Pipeline Holmeville Ohio



Churchtown Pipeline
Marietta
Ohio



BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of Commission's	:	
Investigation of Cobra Pipeline	:	Case No.20-1613-PL-COI
Company, LTD's Tariff No. 2	:	

CONTACT INFORMATION

Counsel for Company

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Company Contact

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Cobra Pipeline Company, LTD
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Fax: (440) 255-1985
Email: jcarothers@cobrapipeline.com

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of Commission's :
Investigation of Cobra Pipeline : Case No.20-1613-PL-COI
Company, LTD's Tariff No. 2 :

VERIFICATION

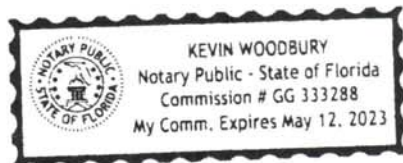
STATE OF FLORIDA)
) ss
COUNTY OF LEE)

I, Stephen G. Rigo, CEO of Cobra Pipeline Company, LTD ("Cobra"), hereby affirm that the information contained in this application is true and correct to the best of my knowledge.



Stephen G. Rigo, CEO

Sworn and subscribed before me this 8th day of December, 2020.





This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

12/10/2020 11:14:23 AM

in

Case No(s). 20-1613-PL-COI, 89-8041-PL-TRF

Summary: Response COBRA PIPELINE COMPANY LTD RESPONSE TO THE PUCO
OCTOBER 21 2020 ORDER IN CASE NO 89 8041 PL TRF electronically filed by Mr. Michael
D. Dortch on behalf of Cobra Pipeline Company LTD