

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

Northeast Ohio Natural Gas Corp.)	
Complainant,)	Case No. 20-1597-GA-CSS
v.)	
Cobra Pipeline Company LTD,)	
Respondent.)	

COBRA PIPELINE COMPANY, LTD'S
ANSWER

Now comes Respondent, Cobra Pipeline Company, LTD, to answer the Complaint filed by Northeast Ohio Natural Gas Corp. as follows:

1. Cobra lacks sufficient information to form a belief as to the accuracy of the allegations found within paragraph 1 of the Complaint, and therefore denies those allegations.
2. Cobra admits the allegations contained within paragraph 2 of the Complaint.
3. Cobra admits the allegations contained within paragraph 3 of the Complaint.
4. Cobra admits the allegations contained within paragraph 4 of the Complaint.
5. Cobra admits the allegations contained within paragraph 5 of the Complaint but states that the allegations are irrelevant to the issues raised in the Complaint and therefore not properly admissible for purposes of this litigation.
6. Cobra admits the allegations contained within paragraph 6 of the Complaint but states that the allegations are irrelevant to the issues raised in the Complaint and therefore not properly admissible for purposes of this litigation.

7. Cobra admits the allegations contained within paragraph 7 of the Complaint but states that the allegations are irrelevant to the issues raised in the Complaint and therefore not properly admissible for purposes of this litigation.
8. Cobra admits the allegations contained within paragraph 8 of the Complaint but states that the allegations are irrelevant to the issues raised in the Complaint and therefore not properly admissible for purposes of this litigation.
9. Cobra admits the allegations contained within paragraph 9 of the Complaint but states that the allegations are irrelevant to the issues raised in the Complaint and therefore not properly admissible for purposes of this litigation.
10. Cobra admits the allegations contained within paragraph 10 of the Complaint.
11. Cobra admits the allegations contained within paragraph 11 of the Complaint.
12. Cobra admits the allegations contained within paragraph 12 of the Complaint.
13. Cobra admits the allegations contained within paragraph 13 of the Complaint.
14. Cobra admits the allegations contained within paragraph 14 of the Complaint.
15. Cobra admits the allegations contained within paragraph 15 of the Complaint.
16. Cobra admits the allegations contained within paragraph 16 of the Complaint.
17. Cobra admits the allegations contained within paragraph 17 of the Complaint.
18. Cobra denies the allegations contained within paragraph 18 of the Complaint.
19. Cobra denies the allegations contained within paragraph 19 of the Complaint but states that the allegations are irrelevant to the issues raised in the Complaint and therefore not properly admissible for purposes of this litigation. Further answering, Cobra avers that it did provide notice to its customers of the filing of its PUCO No. 2

tariff on or about October 16, 2020, and of the Commission's suspension of its PUCO No. 2 tariff on or about October 30, 2020.

20. Paragraph 20 of the Complaint contains a statement of law that requires no response.

Cobra denies any allegation within Paragraph 20 that purports to be an allegation of fact.

21. Paragraph 21 of the Complaint contains a statement of law that requires no response.

Cobra denies any allegation within Paragraph 21 that purports to be an allegation of fact.

22. Paragraph 22 of the Complaint contains a statement of law that requires no response.

Cobra denies any allegation within Paragraph 22 that purports to be an allegation of fact.

23. Paragraph 23 of the Complaint contains a statement of law that requires no response.

Cobra denies any allegation within Paragraph 23 that purports to be an allegation of fact.

24. Paragraph 24 of the Complaint contains a statement of law that requires no response.

Cobra denies any allegation within Paragraph 24 that purports to be an allegation of fact.

25. Paragraph 25 of the Complaint contains a statement of law that requires no response.

Cobra denies any allegation within Paragraph 25 that purports to be an allegation of fact.

26. Paragraph 26 of the Complaint contains a statement of law that requires no response.

Cobra denies any allegation within Paragraph 26 that purports to be an allegation of fact.

27. Paragraph 27 of the Complaint contains a statement of law that requires no response.

Cobra denies any allegation within Paragraph 27 that purports to be an allegation of fact.

28. Cobra admits the allegations contained within paragraph 28 of the Complaint but states that the allegations are irrelevant to the issues raised in the Complaint and therefore not properly admissible for purposes of this litigation.

COUNT ONE

29. In response to paragraph 29 of the Complaint, Cobra incorporates the preceding paragraphs of its answer as if fully set forth herein.

30. Cobra admits the allegations contained within paragraph 30 of the Complaint.

31. Cobra denies the allegations contained within paragraph 31 of the Complaint.

32. Cobra admits the allegations contained within paragraph 32 of the Complaint.

33. Cobra admits the allegations contained within paragraph 33 of the Complaint.

Answering further, Cobra denies that PUCO approval is necessary before it modifies its rates.

34. Cobra denies the allegations contained within paragraph 34 of the Complaint.

35. Cobra denies the allegations contained within paragraph 35 of the Complaint.

COUNT TWO

36. In response to paragraph 36 of the Complaint, Cobra incorporates the preceding paragraphs of its answer as if fully set forth herein.

37. Cobra admits the allegations contained within paragraph 37 of the Complaint.

38. Cobra admits the allegations contained within paragraph 38 of the Complaint.

39. Cobra denies the allegations contained within paragraph 39 of the Complaint.

40. In response to paragraph 40 of the Complaint, Cobra admits only that it has provided notice to its customers, including Complainant, of the filing of its PUCO No. 2 tariff. Further answering, Cobra avers it also provided its customers, including Complainant, of the Commission's suspension of its PUCO No. 2 tariff.
41. Cobra denies the allegations contained within paragraph 41 of the Complaint but states that the allegations are irrelevant to the issues raised in the Complaint and therefore not properly admissible for purposes of this litigation.
42. Cobra denies the allegations contained within paragraph 42 of the Complaint.
43. Cobra denies the allegations contained within paragraph 43 of the Complaint.
44. Cobra denies the allegations contained within paragraph 44 of the Complaint.

COUNT THREE

45. In response to paragraph 45 of the Complaint, Cobra incorporates the preceding paragraphs of its answer as if fully set forth herein.
46. Cobra admits the allegations contained within paragraph 46 of the Complaint.
47. Cobra admits the allegations contained within paragraph 47 of the Complaint.
48. Cobra denies the allegations contained within paragraph 48 of the Complaint.
49. Cobra admits the allegations contained within paragraph 49 of the Complaint but states that the allegations are irrelevant to the issues raised in the Complaint and therefore not properly admissible for purposes of this litigation.
50. Cobra denies the allegations contained within paragraph 50 of the Complaint but states that the allegations are irrelevant to the issues raised in the Complaint and therefore not properly admissible for purposes of this litigation.
51. Cobra denies the allegations contained within paragraph 51 of the Complaint.

REQUESTS FOR RELIEF

52. In response to paragraphs 52 through 59 of the Complaint, Cobra denies that

Complainant is entitled to any of the relief it seeks.

WHEREFORE Cobra respectfully requests the Commission enter Orders finding that the Complainant fails to raise reasonable grounds for complaint and, accordingly, dismiss this action. In the alternative, Cobra respectfully requests that the Commission deny Complainant any form of relief on the basis that (i) under Ohio law, Cobra is not required to seek this Commission's prior approval of its rates; (ii) Cobra provided timely notice to its customers regarding PUCO No.2; and (3) the rates contained in Cobra's PUCO Tariff No. 2 are just and reasonable, and dismiss Complainant's action against Cobra on that basis.

Respectfully submitted,

/s/ Michael D. Dortch

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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 November 10, 2020, by electronic mail:

w/ courtesy copy to:

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