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Case No. 09-650-PL-AEC

APPLICATION OF ORWELL-TRUMBULL PIPELINE COMPANY, LLC AND REQUEST FOR EXPEDITED CONSIDERATION

Pursuant to Section 4905.31, Ohio Revised Code, Orwell-Trumbull Pipeline Company, LLC (“Orwell-Trumbull” or “Applicant”) respectfully requests that the Commission approve a Transportation Service Agreement it has executed with Newbury Local Schools (identified as “Shipper”). In support of this Application, Orwell-Trumbull states:

1. Applicant is an Ohio corporation and an intrastate pipeline company and public utility within the meaning of Sections 4905.02 and 4905.03, Ohio Revised Code, subject to the jurisdiction of the Public Utilities Commission of Ohio ("Commission"). Orwell-Trumbull operates pursuant to its Tariff P.U.C.O. No. 1, issued and effective on and after March 21, 2006.
2. Pursuant to its approved tariff, transportation service agreements with shippers are to be filed with the Commission for approval as special arrangements pursuant to Ohio Revised Code Section 4905.31.
3. Shipper is a local school district with facilities in Newbury, Ohio, and its central office at 14775 Auburn Road, Newbury, Ohio.
4. On July 27, 2009, subject to the approval of this Commission, Applicant entered into a natural gas transportation service agreement with Shipper as set forth in Exhibit A.

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5. No party to the agreement holds any interest in any other party to the agreement.
6. The Natural Gas Transportation Service Agreement conforms to the Commission's transportation guidelines. Shipper will tender to Applicant those volumes of gas delivered on its behalf to Applicant's receipt point on Cobra Pipeline Co., Ltd. in Middlefield Township, Geauga County, and Applicant will, subject to the provisions of the agreement, deliver said volumes of gas on a firm basis to points of interconnection between Applicant and Shipper's school buildings.
7. Orwell-Trumbull submits that the attached new arrangement with Newbury Local Schools is reasonable and should be approved pursuant to Section 4905.31, Ohio Revised Code.

WHEREFORE, Orwell-Trumbull Pipeline Company, LLC respectfully requests that the Commission approve the new arrangement with Newbury Local Schools attached to this Application pursuant to Ohio Revised Code Section 4905.31. Expedited consideration is requested.

Respectfully Submitted,



Andrew J. Sonderman (0008610)
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614.233.6826 (facsimile)
asonderman@weltman.com

Attorney for Orwell-Trumbull Pipeline Co., LLC

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: 

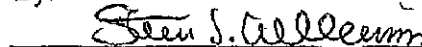
David M. Hoskin

[PRINT NAME]

Title: Treasurer

ORWELL-TRUMBULL PIPELINE CO., LLC.

By:



[PRINT NAME]

Title: Operations Manager