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BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

ORWELL NATURAL GAS  
COMPANY,

Complainant,

Vs.

ORWELL-TRUMBULL PIPELINE  
COMPANY, LLC,

Respondent.

Case No.: 14-1654-GA-CSS

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PUCO

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COMPLAINT AND REQUEST FOR RELIEF

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Pursuant to §4905.26 and §4929.24 of the Ohio Revised Code, Orwell Natural Gas Company hereby files this Complaint with the Public Utilities Commission of Ohio (hereinafter referred to as "PUCO") asserting violations of the Ohio Revised Code ("ORC"), against Orwell-Trumbull Pipeline Company, LLC and requests the relief set forth herein.

In support of their Complaint, the Complainant states as follows:

**PARTIES**

1. Orwell Natural Gas Company (hereinafter referred to as "ONG") is an Ohio Corporation with facilities located at 95 E. Main St, Orwell, OH 44076.
2. Orwell-Trumbull Pipeline Company, LLC (hereinafter referred to as "OTP") is an

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Ohio limited liability company and intrastate pipeline company located at 8500 Station Street, Mentor, Ohio 44060.

### **JURISDICTION**

3. OTP is engaged in the transportation of natural gas in Ohio, and, as such, is a pipe-line company under ORC §4905.03.

4. As a pipe-line company under ORC §4905.03, OTP is also a public utility as defined in ORC §4905.02.

5. ONG is a public utility pursuant to ORC §4905.02.

6. Due to the nature of these two entities, the PUCO has exclusive jurisdiction over this matter.

### **GENERAL ALLEGATIONS**

7. The allegations contained in Paragraphs 1 through 8 of this Complaint are re-alleged and incorporated as if fully set forth herein.

8. The PUCO has approved Tariffs for ONG and OTP and the two parties have been acting pursuant to those Tariffs since 2008. (See Entry and Order under Case No.: 08-1244).

9. In an email dated June 25, 2014, OTP threatened to “begin proceedings to shut off transport to Orwell Natural Gas.”

10. ONG immediately paid the amounts owed to OTP and sent a letter to counsel for OTP explaining that they are a regulated utility and operate pursuant to PUCO approved Tariffs. Shut off could only occur pursuant to ORC § 4905.20 which states that no public utility shall withdraw service unless it has previously been authorized to do so pursuant to ORC § 4905.21.

11. OTP has never responded to said letter but has continued to transport gas

pursuant to the PUCO approved Tariffs and Agreements.

12. On September 12, 2014, OTP sent two invoices to ONG for volumes delivered off the Great Plains/OTP steel gathering lines for the last four (4) years of delivery and requested payment within ten (10) days.

13. The first invoice described the farm taps from 2010-2014 and requested payment totaling \$1,470,381.23. The second invoice described specific taps covering the same time period and totaling \$1,199,749.50.

14. On September 16, 2014, OTP sent an e-mail requesting the status of the payment.

15. On September 19, 2014, OTP threatened further action against ONG in the event that the invoices were not paid in full.

16. The invoices include payments already made by ONG and Brainard Natural Gas, pursuant to the PUCO approved Tariffs and for metered charges that have been already paid by marketers.

17. ONG has paid for all volumes of natural gas transported through the OTP system pursuant to the PUCO approved Tariffs.

18. Complainant now files this Complaint with the Commission, asserting the following violations of Ohio law and Commission regulations.

### **COUNT ONE**

19. The allegations contained in Paragraphs 1 through 18 of this Complaint are re-alleged and incorporated as if fully set forth herein.

20. ORC § 4905.32 states as follows:

“No public utility shall charge, demand, exact, receive, or collect a different rate, rental, toll, or charge for any service rendered, or to be rendered, than that applicable to such service as specified in its schedule filed with the public utilities commission which is in effect at the time. No public utility shall refund or remit directly or indirectly, any rate, rental, toll, or charge so specified, or any part thereof, or extend to any person, firm, or corporation, any rule, regulation, privilege, or facility except such as are specified in such schedule and regularly and uniformly extended to all persons, firms, and corporations under like circumstances for like, or substantially similar, service.”

21. Tariff 1 approved for OTP and Section V of the Natural Gas

Transportation Service Agreement (hereinafter referred to as “Agreement”) (filed separately under ONG’s Motion for Protective Order, Exhibit 1) entered into between OTP, Brainard Gas Corporation and ONG states that:

“On or about the tenth (10) day of each calendar month Orwell-Trumbull will render Orwell-Natural Gas and Brainard a statement setting forth the total volume of gas delivered per these agreements during the immediate preceding month. Orwell Natural Gas and Brainard agree to pay such amounts by the twenty-fifth (25) day of the month or within ten (10) days of receipt of the invoice, whichever is later.”

22. Since 2008, ONG would receive an invoice for charges incurred and pay according to the terms of the Tariff and Agreement.

23. Receiving invoices (filed separately under ONG’s Motion for Protective Order, Exhibit 2) covering the last four years is in violation of the Tariff and the Agreement which were both approved by the PUCO and is unjust and unreasonable under ORC §4905.26.

**COUNT TWO**

24. The allegations contained in Paragraphs 1 through 23 of this Complaint are re-alleged and incorporated as if fully set forth herein.

25. According to both the Tariff and the Agreement, ONG may only be billed for charges incurred by ONG.

26. The recent invoices received include charges incurred by Competitive Retail Natural Gas suppliers outside the Tariff.

27. These charges are in violation of ORC §4905.32, the Tariff and the Agreement and are unjust and unreasonable under ORC §4905.26.

**PRAYER FOR RELIEF**

WHEREFORE, for the reasons stated herein, Complainant respectfully requests that the Commission grant the following relief:

1. Find that the Complainant has set forth reasonable grounds for their Complaint;
2. Find that ONG has been complying appropriately;
3. Find that the recent invoices sent to ONG are not in compliance with the Tariff and/or the Agreement;
4. Order a Stay be enforced as to prevent shut-off for residential and commercial customers of ONG;
5. Award Complainant's attorney's fees as statutorily authorized;
6. Order any other remedy permitted by ORC §4905.61;
7. Order any other relief that the Commission deems appropriate, just and reasonable.

Respectfully submitted,

**THE WELDELE & PIACENTINO  
LAW GROUP CO., LPA**

  
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