BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

ORWELL NATURAL GAS COMPANY, Complainant, v. ORWELL-TRUMBULL PIPELINE COMPANY, LLC, Respondent.	: : : : : : : : : :	CASE NO. 15-637-GA-CSS

ORWELL-TRUMBULL PIPELINE, LLC'S APPLICATION FOR REHEARING

Pursuant to R.C. 4903.10 and Ohio Admin Code 4901-1-35(A), Orwell Trumbull Pipeline Company, LLC, ("OTPC"), respectfully applies for rehearing of the Opinion and Order ("Order") issued by the Public Utilities Commission of Ohio ("PUCO" or "Commission") on June 15, 2016 in the above captioned case. OTPC submits that the Commission's Order is unreasonable and unlawful in the following particulars:

(A) Assignment of Error 1: The Commission Erred When It Ignored Constitutional Prohibitions Against The Impairment Of Contracts.

(B) Assignment of Error 2: The Commission Erred When It Rejected The Public Interest Test From The *Mobile Sierra* Doctrine, as Previously Approved And Adopted By This Commission In *Ohio Power Co.*

(C) Assignment of Error 3: The Commission Erred When It Created and Applied An Ambiguous, Amorphous, and Ad Hoc, "Justification" Standard.

The reasons for granting this Application for Rehearing are set forth in the attached Memorandum In Support.

Respectfully submitted,

/s/ Michael D. Dortch

Michael D. Dortch (0043897)
Justin M. Dortch (00900048)
KRAVITZ, BROWN, & DORTCH, LLC
65 East State Street, Suite 200
Columbus, Ohio 43215
Phone (614) 464-2000
Fax: (614) 464-2002
E-mail: mdortch@kravitzllc.com
jdortch@kravitzllc.com
Attorneys for Respondent
ORWELL TRUMBULL
PIPELINE COMPANY, LLC

CERTIFICATE OF SERVICE

The PUCO's e-filing system will serve notice of this filing upon counsel for the Complainant, the Ohio Consumers' Council, 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 Complainant, the Ohio Consumers' Council, and the Staff of the Public Utilities Commission this July 15, 2016, by electronic mail:

Gina M. Piacentino, Esq.
Weldele & Piacentino Law Group
88 East Broad Street, Suite 1560
Columbus, OH 43215
gpiacentino@wp-lawgroup.com

Ajay Kumar , Esq.
The Ohio Consumers' Counsel
10 West Broad Street
Suite 1800
Columbus, Ohio 43215
Ajay.Kumar@occ.ohio.gov

Werner Margard (0024858)
The Office of the Ohio Attorney General
Public Utilities Section
180 East Broad Street, 6th Floor
Columbus, Ohio 43215
Werner.margard@puc.state.oh.us

/s/ Michael D. Dortch

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

ORWELL NATURAL GAS COMPANY, Complainant, v. ORWELL-TRUMBULL PIPELINE COMPANY, LLC, Respondent.	: : : : : : : : : :	CASE NO. 15-637-GA-CSS

ORWELL-TRUMBULL PIPELINE, LLC'S MEMORANDUM IN SUPPORT OF ITS APPLICATION FOR REHEARING

I. INTRODUCTION

The Opinion and Order this Commission entered June 15, 2016, in this matter ("the Order") promises to have consequences that extend far beyond the limited facts of this case, and is certain to create enormous consternation within every utility in the State of Ohio, every customer of every utility within the State of Ohio, and to investors examining Ohio utilities or their larger customers. The Order represents the first and only known time in the history of this Commission that it has indicated a willingness to entirely ignore Ohio contract law. Perhaps even worse, in order to reach the results embodied within the Order, the Commission chose to eschew well-reasoned, well-understood, and well-accepted limitations upon the authority of regulatory bodies to modify or set aside contracts, and instead created and imposed a virtually incoherent "justification" standard instead. Without regard to its utility for purposes of this case, this "justification" standard will prove unwieldy, unworkable, and unlawful. The Commission

should therefore reconsider the approach it espoused, recognizing that the importance of the specific issues and outcomes in this case are dwarfed by the implications of the new "standard" it has just endorsed.

Moreover, it was hardly necessary for this Commission to so dramatically depart from precedent. Of the many things this Commission determined should occur in its June 15, 2016, Opinion and Order in this case, only the following are necessarily infected by error:

- An arbitration provision contained in a Natural Gas Transportation Service Agreement dated July 8, 2009 (the "Contract") and approved by this Commission in its Entry of December 19, 2008 in Case No. 08-1244-PL-AEC, by and between Orwell Natural Gas ("ONG") and Orwell Trumbull Pipeline ("OTPC") was "suspended." Order ¶¶17, 110;

- A term of the Contract that provided that OTPC would transport natural gas for ONG on an interruptible basis rather than on a firm transport basis was "modified" to require OTPC to provide firm, rather than interruptible, service to ONG Order, ¶¶46, 109; and

- A term of the Contract that provided that "ONG will use only OTPC's pipelines to transport gas for any of its customers . . . as long as OTP has available capacity within its pipelines. . ." was "modified", and in effect negated in its entirety. Order ¶¶58, 111.

OTPC respectfully asserts that the Commission should vacate the findings and orders identified above, as they are unreasonable and unlawful in the following particulars. Upon vacating these portions of the Order, the Commission should direct the parties to resolve their contractual dispute between themselves or through arbitration. The remaining portions of the Order would, of course, remain binding upon OTPC.

(A) Assignment of Error 1: The Commission Erred By Ignoring Constitutional Prohibitions Against The Impairment Of Contracts.

(B) Assignment of Error 2: The Commission Erred By Rejecting The Public Interest Test Developed Within The *Mobile-Sierra* line of cases, As Previously Approved And Adopted By This Commission Itself In *Ohio Power Co.*

(C) Assignment of Error 3: The Commission Erred When It Created And Applied An Amorphous, Ad Hoc, "Justification" Standard in lieu of the *Mobile Sierra* doctrine's public interest test.

II. TABLE OF CONTENTS

III. THE MATERIAL BACKGROUND FACTS

This Commission previously – and explicitly – found the Contract at issue in this case to be "reasonable and in the public interest" in its Entry dated December 19, 2008, in Case No. 08-1244-PL-AEC, pursuant to the authority this Commission possesses by virtue of Ohio Revised Code ("R.C.") §4905.31(E). Based upon that determination, the Commission approved the "reasonable arrangement" between Orwell-Trumbull Pipeline ("OTPC") and Orwell Natural Gas Co. ("ONG"). Upon this Commission's approval of the arrangement, a valid, enforceable,

Contract came into being, binding the parties to the Contract, who were thereafter by statute *required* to conform to the terms of that Contract. *Id.*

For reasons that are largely immaterial, in 2015 ONG became disenchanted with the Contract formed seven years earlier, in 2008. Hoping to escape the obligations it owes to OTPC thereunder, it filed the complaint that initiated this matter.

Initially, this Commission should have simply referred any claim arising out of the Contract to arbitration. ONG and OTPC had expressly agreed in 2008 to arbitrate any dispute arising out of the Contract. This Commission also approved their agreement to arbitrate in 2008.

It is unambiguously the public policy of Ohio to enforce obligations of contract, generally; and arbitration clauses, in particular. Moreover, commercial law, including the laws of contract, will cease to exist if the terms of valid contracts are not enforced. For this reason, unambiguous contracts are strictly enforced, as written, unless the contract is found unconscionable, or unless the contract is in some way illegal or otherwise violative of Ohio public policy. Similarly, ambiguous contracts are enforced, with the decision maker striving to find the original intent of the parties – the intent that existed at the time the agreement was formed.

These general principals of contract law have a unique application to arbitration provisions, which are viewed as "contracts within a contract", and it is the public policy of Ohio to favor and enforce arbitration provisions unless the arbitration provision itself is found to be illegal, unconscionable, or a result of fraud.

Significantly, *there were no allegations of unconscionability, illegality, or of the violation of public policy in this case.* Nor was any evidence introduced to suggest the contract, was unconscionable, or illegal. And although it is true that ONG (and the Ohio Consumers' Counsel

("OCC")) both argued that the formation and approval of the Contract resulted from "fraud," this Commission expressly concluded that ONG and OCC failed to establish the existence of any fraud in the formation of the Contract, or in its approval by this Commission. Order, ¶¶88, 94. Thus, no basis exists upon which this Commission could ignore the arbitration provision. Nonetheless, this Commission chose to "suspend" the arbitration provision, effectively negating its existence.

The Commission's decision to "suspend" the arbitration reflects an even more fundamental error. Although it is true that the Commission did not declare the ONG/OTPC Contract void, ultimately denying ONG the relief it sought, and although it is also true that this Commission declined to set aside a number of provisions that ONG specifically attacked (based upon the Commission's determinations that ONG and OCC failed to introduce evidence sufficient to justify the requested relief), the Commission nonetheless upset the reasonable commercial expectations of the party when it failed to enforce the *original intent of the parties*.

Instead, the Commission declared that it has the power to relieve ONG of certain promises it had made to OTPC, nearly eight years ago. Equally disturbing, the Commission chose to impose new and different obligations upon both OTPC and ONG, thereby creating a new and different Contract to bind the parties to each other for the next *seven* years, starting *eight years* after the terms of the original Contract were decided. Commercial expectations will prove meaningless if contracts are tampered with in this fashion.

Perhaps even more alarming, in order to set aside contract provisions that this Commission once determined reasonable in favor of terms it now apparently finds more reasonable, the Commission also set aside its own existing precedent in which it had adopted carefully reasoned analysis from opinions of the United States Supreme Court. In place of that

reasoned analysis, the Commission proposes to simply apply whatever criteria it finds appropriate, in order to reach whatever result it finds appropriate. Such a completely *ad hoc* approach to the enforcement of contracts is unreasonable and unlawful. This Commission, and the community it regulates, will ultimately find the Commission's new "standard" to be Kafkaesque in its application.

IV. LAW AND ARGUMENT

A. Assignment of Error 1

The Commission Erred When It Ignored Constitutional Prohibitions Against The Impairment Of Contracts.

The prohibition against the impairment of contracts is one of several powers expressly forbidden to the various States by Clause 1, Article I, Section 10 of the Constitution of the United States. In relevant part the "Federal Contract Clause" provides: "No State shall . . . make any . . . Law impairing the Obligation of Contracts. . . ."

This Commission, of course, has no power but that which the General Assembly granted to it. The General Assembly, in turn, is obviously incapable of granting this Commission any power or authority greater than that which it, itself, possesses. As a result, this Commission may no more impair the obligation of established contracts than may the General Assembly.

It is certainly worth note, at this point, that this Commission's attempt to distinguish and then renounce the *Mobile-Sierra* doctrine on the basis that the doctrine is based upon federal law involving federal agencies rather than Ohio law and this Commission overlooks the fundamental fact that, by its express terms, the Federal Contract Clause applies only to the states, not to federal legislation or federal court decisions. Thus, the Federal Contract Clause does not operate to restrain Congress from authorizing the impairment of contracts. As a result, the limitations imposed by the *Mobile Sierra* Doctrine are logically *less* restrictive upon regulatory interference

with established contracts than the limitations faced by this Commission, as the doctrine need not concern itself with the Constitutional prohibition against such impairment.

This Commission is most certainly subject to the Federal Contract Clause, and to the restraint upon the impairment of contracts. Even if it were not, however, Section 28, Article II of the Ohio Constitution is also controlling. That Section states, in pertinent part, as follows:

> The general assembly shall have no power to pass retroactive laws, or laws impairing the obligation of contracts . . .

The Supreme Court of Ohio has repeatedly found that the Contracts Clause of the Ohio Constitution "is a bar against the state's imposing new duties and obligations upon a person's past conduct and transactions, and it is a protection for the individual who is assured that he may rely upon the law as it is written and not later be subject to new obligations thereby... **"Any change which impairs the rights of either party, or amounts to a denial or obstruction of the rights accruing by contract, is obnoxious to this constitutional provision.**" *Aetna Life Ins. v. Shilling*, (1993), 67 Ohio St.3d 164, 616 N.E.2d 893. (Emphasis supplied.) See also, *Ross v. Farmer's Insurance* (1998) 82 Ohio St.3d 281, 695 N.E.2d 732, 1998-Ohio- 381; *Burtner-Morgan-Stephens Co. v. Wilso*n (1992), 63 Ohio St.3d 257, 586 N.E.2d 1062 (holding that, pursuant to Section 28, Article II of the Ohio Constitution, a statute could not be retroactively applied to determine the distribution of royalties that were provided for in an agreement entered into prior to the enactment of the statute); and *Kiser v. Coleman* (1986), 28 Ohio St.3d 259, 28 OBR 337, 503 N.E.2d 753 (holding that the retroactive application of statutory provisions to land installment contracts that were in existence at the time of the enactment of the statutes violated Section 28, Article II of the Ohio Constitution by impairing an obligation of contract).

The Ohio General Assembly may not impair an obligation of contract, nor can the General Assembly authorize this Commission to impair contracts. And yet this Commission did

exactly that, when it purported to "modify" the terms of the agreement between ONG and OTPC. Here lies error.

B. Assignment of Error 2:

The Commission Erred When It Rejected The Public Interest Test From The Mobile Sierra Doctrine, as Previously Approved And Adopted By This Commission In Ohio Power Co.

The fact controlling this case is the fact that this Commission expressly approved the terms of the arrangement submitted to it by OTPC and ONG in 2008, finding those terms to be reasonable, and in the public interest. With that determination, a binding contract between the two entities was formed.

The Commission's 2008 determination was a proper exercise of the authority The Ohio General Assembly granted it to examine requests for" special arrangements" deemed "practicable or advantageous to the parties interested." R.C. §4905.31(E). Properly applied, R.C. §4905.31 does not run afoul of the Constitutional prohibition against impairment of existing contracts specifically because it declares all "special arrangements" unlawful ". . . unless . . . filed with and approved by the commission pursuant to an application that is submitted by the public utility." R.C. §4905.31(E). Therefore, arrangements involving unique terms of service are unlawful in Ohio. Contracts that are illegal are unenforceable. No agreement for a special arrangement could therefore ever be "impaired" because it was as a matter of law never enforceable in the first place.

The General Assembly nonetheless recognized the usefulness of "special arrangements." It therefore granted this Commission the power to approve those agreements, and even gave it authority to "change, alter or modify" the proposed arrangement as a condition of approval. Once the arrangement is approved by this Commission (with or without changes), however, the

utility is thereafter "required to conform its schedules of rates, tolls, and charges to such arrangement." Through the authority granted this Commission in R.C. §4905.31(E), the arrangement has become a valid contract, binding upon the parties thereto. The obligations created thereby are not subject to impairment by the State.

For purposes of this case, it is significant that neither ONG nor OCC even alleged that OTPC failed in any way to conform to the Commission-approved terms of the Contract. Thus – even ignoring this Commission's error in failing to enforce the arbitration provision – it was still incumbent upon this Commission to find that OCC and ONG had failed to state any reasonable grounds for complaint arising out of the Contract, pursuant to R.C. §4905.26. As a matter of law, OTPC was required to provide service to ONG at the Commission-approved rates, subject to the Commission-approved terms and conditions. As a matter of law, ONG was required to pay OTPC Commission-approved rates, and to seek service upon the Commission-approved conditions. As a matter of law, ONG had no cause for complaint arising from the Contract.

This Commission's attempt to support the determinations in its Order by claiming that its authority to impose changes in special arrangements has been declared "undisputed" (on the basis of *Martin Marietta v. PUCO*, 129 Ohio St. 3d 485, 2011-Ohio-4189, 954 N.E.2d 104, ¶32) or by stating that the Commission does not require the consent of the utility to impose changes (on the basis of *Ormet Primary Aluminum Corp.*¸ 129 Ohio St. 3d 9, 2011-Ohio-2377, 949 N.E.2d 991 ¶36) is entirely unconvincing because it ignores the facts of those cases. In *Martin Marietta* this Commission expressly disavowed that it had evoked the "extraordinary" power of R.C §4905.31 in the first place. Thus its extraordinary authority was – quite literally indeed – not disputed *for any purpose of that case.* In *Ormet*, this Commission was simply applying its §4905.31 power to amend, modify or change terms to a "proposed reasonable arrangement" that

was still "unlawful" because it had yet to be approved, and which therefore *could* not involve the impairment of a valid, binding contract.

Similarly, the Commission should also find it disconcerting – at least – that it can reach the result it desired in this case only by abandoning its own precedent recognizing that its power to change, alter or modify contracts is "extraordinary" to be called upon only in cases of necessity. In fact, this Commission's failure to even analyze its §4905.31(E) authority stands in stark contrast to this Commission's entry dated August 25, 1975, filed within *In the Matter of the Application of Ohio Power Company to Cancel Certain Special Power Agreements and For Other Relief*, Case No. 75-161-EL-SLF, in which this Commission expressed skepticism whether the power to "change, alter or modify" found within §4905.31(E) included the power to simply vacate a contract. The Commission's lack of analysis in this case stands in even more telling contrast to the Opinion and Order dated August 4, 1976 in the same *Ohio Power* case, in which the Commission referred to its August 25, 1975, entry as one which contained a "finding that . . . the remedy of cancellation was *not* specifically contemplated by Section 4905.31". Entry, p. 3 (Emphasis supplied.)

The most remarkable contrast, however, exists between this Commission's thoughtful adoption of the *Mobile Sierra* doctrine within its *Ohio Power* decision, and the abrupt and virtually inexplicable abandonment of the *Mobile Sierra/Ohio Power* Doctine for purposes of this case:

> [E]ven the power to <u>modify</u> existing contracts between a utility and its customers as conferred by Section 4905.31 must be viewed as an extraordinary power in light of constitutional restraints against impairment of the obligations of contract and constitutional guarantees of due process. See: U.S. Const. Art I §10; U.S. Const. Amend. XIV, §1; Ohio Const. Art. I §16; and Ohio Const. Art II, § 28. Yet the Courts have repeatedly upheld the validity of such statutes and sustained actions of regulatory bodies exercising the authority derived therefrom.

(Citations Omitted.)

> The controlling standard which has emerged from the case law, at least at the federal level, has come to be known as the *Sierra Mobile* doctrine. Essentially, the view embodied by that doctrine is that a contract between a utility and its customer may not be disturbed by a regulatory agency simply upon a showing that the arrangement is unprofitable or yields the company less than a fair rate of return. **The condition precedent to an exercise of the power to modify existing contract is a showing that the contract adversely affects the public interest to the extent that it impairs the financial ability of the utility to continue to render service, creates an excessive burden on other customers of the company, or results in unjust discrimination.** . . . This Commission is of the opinion that it is proper to apply this "public interest" test in this case.
>
> . . . [B]ecause the authority to modify contracts is an extraordinary power, a party seeking to invoke it is subject to a burden of proof of the highest order.

In The Matter Of The Application Of Ohio Power Company To Cancel Certain Special Power Agreements And For Other Relief, August 4, 1976 Opinion & Order, Case No. 75-161-EL-SLF, p. 4. (Emphasis Supplied.)

Together, the judgments of the United States Supreme Court and the straight forward comments of this Commission established a number of key legal principles upon which this Commission, the courts, and the regulated community could -- until now, at least – dependably rely:

1) The power to modify contracts is an "extraordinary power" raising concerns of constitutional dimension.

2) A party asking this Commission to invoke this extraordinary power is subject to a "burden of the highest order."

3) In order to satisfy that "burden of the highest order," a party must demonstrate both that the Contract *adversely affects* the public interest and that abrogation of the contract is an *unequivocal necessity* for the public's protection.

4) A contract may "adversely affect the public interest" in at least three ways;

    1. When the contract impairs the financial ability of a utility to continue to render service;

2. When the contract creates an "excessive" burden on customers (whether by requiring others to subsidize the sale price in the low price scenario, or by obligating customers to pay exorbitant rates in the high price scenario). The burden must indeed be excessive, however. Rates that are merely higher or lower than those the regulatory body might otherwise have imposed are insufficient to vacate a contract.

3. When the Contract creates unjust discrimination.

C. Assignment of Error 3:

The Commission Erred When It Created And Applied An Amorphous, Ad Hoc, "Justification" Standard.

After choosing to abandon well-reasoned authority based upon a thorough analysis of similar issues by no less than the Supreme Court of the United States, the Commission declared the existence of a previously untested standard that – with all respect – will completely negate the ability of Ohio utilities, their customers, and the investors in either to place any confidence in any contract approved by this Commission. In short, under this Commission's newly created standard, *all* Commission-approved contracts are subject to the often random shifts in societal, political or economic winds. Thus, rights of "contract" were therefore just declared meaningless for purposes of utility services in Ohio.

The Commission described this new standard in the following terms in its Order: "We believe that our responsibility to the parties is to examine the evidence related to the Agreement and examine whether the modifications sought by Orwell are justified." The Commission justified this approach only by stating "[t]he more prudent approach . . . [is to] examine the portions of the Agreement that are in dispute and determine, based on the evidence, whether those provisions should be changed, altered, or modified." Order, ¶39.

Respectfully, OTPC must point out that this "standard" will prove as meaningless as any "contracts" measured against it. This standard can be invoked by any party, to challenge any

contract that has become even moderately inconvenient to the challenging party. This "standard" expressly invites disenchanted persons or entities to declare that a "dispute" exists in order to present ***any*** evidence – whether actually related to the contract terms at issue or not – that may justify their disenchantment. This is the recognition of claims that have no more legal substance than "t'ain't fair!" With all due respect, OTPC does not believe that this Commission meant what it appears to have said.

V. CONCLUSION

OTPC acknowledges the authority this Commission possesses to regulate and supervise utilities, including the relationships among utilities, and the enormous power that authority represents. However, this Commission's powers are not unlimited. It cannot, and should not, purport to rewrite valid contracts at the insistence of one party to that contract. Moreover, it should recognize that its power is enormous – and not permit its powers to be co-opted and exploited via this Commission's complaint procedures by members of the regulated community in the pursuit of their own agenda, when they may perceive they have axes to grind, or knives to sharpen.

As for the newly-minted "justification" standard created for purposes of this case, it is unwise, unreasonable, contrary to precedent, contrary to commercial law and commercial expectations, and violates the prohibition against the impairment of contracts. The evidence introduced at the hearing should be measured against the standards of *Sierra Mobile/Ohio Power*. That evidence failed to show that the Contract has *adversely affected the public interest* – in fact, that evidence strongly suggested that, to date at least, the complaining party and the public has more than likely benefited from the Contract.

Finally, the issues in this case simply do not justify the radical approach taken to decide those issues. Consistent with its acknowledgment of the powers of this Commission, OTPC does not contest that portion of this Commission's Order that requires it to submit to a management audit, pursue a rate case, or establish additional interconnection with another, competing, pipeline. (Order, ¶¶112, 115, and 116). As a result, this Commission may – and should – simply vacate those portions of its Order that address the legal standards applicable to this case, the arbitration clause, the quality of service for which ONG contracted, and the "sole source" provision.

Respectfully submitted,

/s/ Michael D. Dortch
Michael D. Dortch (0043897)
Justin M. Dortch (00900048)
KRAVITZ, BROWN, & DORTCH, LLC
65 East State Street, Suite 200
Columbus, Ohio 43215
Phone (614) 464-2000
Fax: (614) 464-2002
E-mail: mdortch@kravitzllc.com
jdortch@kravitzllc.com
Attorneys for Respondent
ORWELL TRUMBULL
PIPELINE COMPANY, LLC

CERTIFICATE OF SERVICE

The PUCO's e-filing system will serve notice of this filing upon counsel for the for the Complainant, the Ohio Consumers' Council, 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 Complainant, the Ohio Consumers' Council, and the Staff of the Public Utilities Commission this July 15, 2016, by electronic mail:

Gina M. Piacentino, Esq.
Weldele & Piacentino Law Group
88 East Broad Street, Suite 1560
Columbus, OH 43215
gpiacentino@wp-lawgroup.com

Ajay Kumar , Esq.
The Ohio Consumers' Counsel
10 West Broad Street
Suite 1800
Columbus, Ohio 43215
Ajay.Kumar@occ.ohio.gov

Werner Margard (0024858)
The Office of the Ohio Attorney General
Public Utilities Section
180 East Broad Street, 6th Floor
Columbus, Ohio 43215
Werner.margard@puc.state.oh.us

/s/ Michael D. Dortch

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

7/15/2016 4:53:27 PM

in

Case No(s). 15-0637-GA-CSS

Summary: Application Orwell-Trumbull Pipeline Company, LLC's Application for Rehearing. electronically filed by Mr. Justin M Dortch on behalf of Orwell-Trumbull Pipeline Company, LLC