

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

IN THE MATTER OF THE JOINT	:	
APPLICATION OF GAS NATURAL	:	
RESOURCES, LLC AND	:	CASE NO. 17- _____-GA-AEC
ORWELL-TRUMBULL PIPELINE	:	
COMPANY, LLC FOR APPROVAL OF	:	
A REASONABLE ARRANGEMENT FOR	:	
TRANSPORTING NATURAL GAS	:	
PURUSANT TO OHIO REVISED CODE	:	
SECTION 4905.31.	:	

JOINT APPLICATION AND STATEMENT

Now comes Gas Natural Resources, LLC (“GNR”) and Orwell-Trumbull Pipeline Company, LLC (“OTPC”), by and through counsel, and files this application for approval of a reasonable arrangement for natural gas transportation (“Application”) with the Public Utilities Commission of Ohio (“Commission” or “PUCO”).

In support of their Application, GNR and OTPC state that:

- 1) GNR is an Ohio Limited Liability Company located at 1375 East Ninth Street, Suite 3100, Cleveland Ohio 44114.
- 2) GNR is a natural gas marketing company which seeks to provide natural gas to commercial and industrial customers.
- 3) OTPC is an Ohio Limited Liability Company located at 3511 Lost Nation Road, Suite 213, Willoughby, Ohio 44094.
- 4) OTPC is an intrastate pipeline company in the business of transporting natural gas.
- 5) As a pipeline company under Ohio Revised Code (“O.R.C.”) §4905.03, OTPC is a public utility as defined in O.R.C. §4905.03.

- 6) As a public utility, OTPC is subject to the Commission's jurisdiction pursuant to O.R.C. §4905.05.
- 7) On March 27, 2017, GNR and OTPC entered into a contract for the transportation of natural gas ("Contract"). This Application seeks approval of the Contract, pursuant to which OTPC will take delivery of natural gas secured by GNR for redelivery to GNR's customers. The Contract is attached as Exhibit A.
- 8) The Contract was agreed to after an arms-length negotiation between GNR and OTPC.
- 9) GNR and OTPC are unaffiliated companies that do not share common ownership.
- 10) The Commission's approval of this Application will allow OTPC to provide transportation service to GNR, which will enable GNR to secure reliable long-term transportation services at a reasonable cost.
- 11) OTPC's transportation of natural gas for GNR will not impair or reduce the quality of service that it provides to OTPC's other customers.
- 12) GNR and OTPC submit that no hearing is required for this Application and the public interest is served by the Commission expeditiously approving the Application.

Respectfully submitted,

/s/ Gina M. Piacentino per email auth.

Gina M. Piacentino, Esq. (0086225)

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Attorneys for
ORWELL-TRUMBULL PIPELINE
COMPANY, LLC

**TRANSPORTATION SERVICE
AGREEMENT
ORWELL-TRUMBULL
PIPELINE CO., LLC**

THIS AGREEMENT, effective as of April 1, 2017, ORWELL-TRUMBULL PIPELINE CO., LLC. ("Company") and GAS NATURAL RESOURCES, LLC ("Customer," and together with Company collectively referred to as the "Parties") for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby recite and agrees as follows:

RECITALS

WHEREAS, Company is a pipeline company as defined in Ohio Rev. Code §4905.03(F), and as a pipeline company operating in Ohio, Company is subject to the Public Utility Commission of Ohio ("PUCO" or "Commission"); and

WHEREAS, Customer desires to utilize Company's pipelines for the transportation of natural gas within the state of Ohio pursuant to Company's Tariff PUCO No.1; and

WHEREAS, Customer has agreed to use Company to transport natural gas to its customers; and

WHEREAS, Company has agreed to provide such transportation for Customer subject to the terms and conditions hereof.

WITNESSETH: In consideration of the mutual covenants herein contained, the Parties hereto agree that Company will transport for Customer, on an INTERRUPTIBLE basis, and Customer will furnish, or cause to be furnished, to Company natural gas for such transportation during the term hereof, at prices and on the terms and conditions hereinafter provided:

AGREEMENT

Section 1. DEFINITIONS: Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used herein and shall be construed to have the meaning as follows:

- 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 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:

UNDERDELIVERIES - the price for the last day of the month (for the month in which the "cash-out" occurred) for the "Mid-point Price" published in Gas Daily for "Dominion, South Point," plus Dominion's 100% load factor transportation rate plus Dominion's applicable shrinkage.

OVERDELIVERIES - the price for the last day of the month (for the month in which the "cash-out" occurred) for the "Mid-point Price" published in Gas Daily for "Chicago Citygates," plus the 100% load factor transportation rate on Crossroads Pipeline plus Crossroad's applicable shrinkage.

- D. "Central Clock Time" ("CT") shall mean Central Standard Time adjusted for Daylights Savings Time.
- E. "Dekatherm" or "Dth" means the quantity of gas measured by its thermal value. A Dekatherm is 1,000,000 Btu's.
- F. "Delivery Point(s)" shall mean the specific measurement location(s) listed on Exhibit A at which Company delivers Customer-owned Gas to Customer's end users. Exhibit A is hereby incorporated into this Agreement.
- G. "Delivery Volume" shall mean the volume of Gas actually taken at the Delivery Point(s) by or on behalf of Customer.
- H. "Firm" shall mean that each Dth Customer tenders at the Receipt Point(s) will be delivered to Customer's Delivery Point(s) without interruption except under Force Majeure conditions; a gas supply shortage emergency; or an energy emergency declared by the Commission.
- I. "Gas" shall mean natural gas of transportation pipeline quality.
- J. "Gas Day" or "Day" shall mean a period of 24 consecutive hours, beginning at 9:00am Central Clock Time, as adjusted for Daylight Savings Time, and the date of the Day shall be that of its beginning.
- K. "Gas Supply Shortage Emergency" shall mean a situation where insufficient gas supply exists and utilization of any available lower priority gas is essential to avoid the loss of service to human needs customers.
- L. "Interruptible" shall mean that each Dth Customer tenders at the Receipt Point(s) will be delivered to Customer's Delivery Point(s) if Company, using reasonable judgment, determines that capacity exists after all the Firm transport needs are accounted for to permit redelivery of tendered gas.

- M. "Maximum Daily Quantity" or "MDQ" shall mean the maximum daily firm natural gas quantity which Customer shall be entitled to nominate during any 24-hour period. Customer's MDQ shall be set forth on Exhibit A.
- N. "MCF" shall stand for 1,000 cubic feet of natural gas. MCF shall be the standard unit for purpose of nominations and scheduling.
- O. "Month" shall mean a calendar month beginning at 9:00am CT on the first day of the Calendar Month and ending at 9:00am CT the first day of the following calendar month.
- P. "Nomination" shall mean the confirmed Quantity of Gas that Customer shall arrange to have delivered to the Receipt Point(s) for redelivery by Company to the Delivery Point(s).
- Q. "Operational Flow Order" or "OFO" shall mean a declaration made by Company that conditions are such that Company can only safely transport an amount of Gas during a calendar day equal to the amount of Gas which Customer will actually tender at the Receipt Point on that calendar day. Company shall only declare an OFO if an upstream pipeline declares an OFO or otherwise restricts the flow of Gas that normally would be delivered to Company at the Receipt Point.
- R. "Overrun" shall mean any volume of Gas actually transported which, as measured on a daily basis, exceeds the MDQ established by this Agreement.
- S. "Quantity of Gas" shall mean the number of units of gas expressed in MCF unless otherwise specified.
- T. "Receipt Point(s)" shall mean those measurement location(s) where Customer owned gas enters Company's pipelines.
- U. "Shrinkage" shall mean the quantity of Gas required by Company to replace the estimated quantity of Gas that is required for compressor fuel, and lost-or-unaccounted for Gas when transporting the tendered quantities. This percentage is set forth in Exhibit A.
- V. "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 electronic mail ("Email"), but shall not be effective until such time as (a) the Email is acknowledged by the intended recipient; or (b) the intended recipient receives a copy of such Email by United States mail, express courier, or confirmed facsimile.

Section 2. DELIVERY AND TRANSPORTATION:

2.1 Customer shall arrange with suppliers of Customer's selection to have Gas meeting the full requirements for its end users served through the Delivery Point(s) in an amount not to exceed Customer's MDQ adjusted upward for Company's Shrinkage, as specified in Exhibit A, tendered to the Receipt Point(s), as specified on Exhibit A, for delivery into the Company's pipelines on Customer's behalf. Company shall redeliver, on a firm basis, such quantities, less Company's Shrinkage, to Customer, or on behalf of Customer, at the Delivery Point(s) as specified in Exhibit A. Notwithstanding the above, if because of an emergency curtailment, OFO, or other interruption in the gas required to meet Customer's full requirements, Customer shall have the right to obtain the shortfall from another transportation source until such interruption has been terminated.

2.2 For planning purposes, Customer, or its authorized agent, shall provide Written Notice, at least ten (10) business days prior to the start of each Month, to Company of the amount of Gas it intends to transport each day of the upcoming Month, it being expressly agreed that Customer will schedule gas for receipt by Company each day based on attainment of the actual average daily estimate for the month of Gas to be delivered at the Delivery Point(s). By no later than 11:30am CT each day, Customer shall submit its nomination to Company, or Company's designee, for Gas flow the following Day. This nomination should correspond to scheduled deliveries Customer makes on the upstream transmission pipeline(s). Should Customer desire to modify its nomination either on the current Day or after the nomination deadline for Gas flow the following Day, Company shall make every attempt to accommodate Customer's request provided Company can confirm such quantities with the upstream pipeline at the Receipt Point(s).

2.3 Customer shall be permitted to have delivered into and removed from Company's pipelines its nominated Gas volume, adjusted for Company's Shrinkage, as adjusted from time to time and on file with and approved by the PUCO.

Interim provision: The Company will assess shrink at the rate of 3.7% until a shrink rate is established in Case No: 16-1726-PL-ATA. The applicable shrink rate will thereafter be as set forth in OTP's tariffs.

2.4 If any transmission pipeline interconnected with Company issues an OFO then Company may issue its own matching OFO on its pipeline that will apply to Customer. The OFO may restrict Customer to nominate into the Company pipeline only that volume of Gas that Customer will have redelivered the same day adjusted for Transporter's Shrinkage. Company will use its best efforts to limit such OFO to just the time necessary to comply with applicable upstream transmission pipeline OFOs. Company will only assess OFO penalties to Customer if Company is actually assessed penalties by an applicable upstream pipeline.

2.5 Customer warrants that it has title to all Gas delivered to Company free and clear of all claims, liens, and other encumbrances. Customer further covenants and agrees to

indemnity and hold harmless for all claims, demands, obligations, suits, actions, debts, accounts, damages, costs, losses, liens, judgments, orders, attorney's fees, expenses and liabilities of any kind or nature arising from or attributable to the adverse claims of any and all other persons or parties relating to such Gas tendered by Customer at the Receipt Point(s).

2.6 Customer shall pay or cause to be paid all taxes, assessments, charges, or fees imposed by governmental authorities (including without limitation, all applicable state sales and use taxes but excluding any income taxes, business license or franchise taxes levied or assessed against Company) with respect to Gas transported hereunder. Customer's obligation to pay such taxes, assessments, fees, and charged so imposed shall survive termination of this Agreement. Upon request, Customer shall execute and deliver to Company such forms, certificates, or other documents as Company may require to determine the applicability of any such tax, assessment, charge, or fee to the transportation of the Gas delivered hereunder.

2.7 Should Customer have an applicable imbalance at the end of a Month, then that imbalance shall be cashed out by the terms of the Company's PUCO Tariff No.1. If no terms in the Company's PUCO Tariff No.1 define the terms of a cash out procedure then Section 2.8 and Section 2.9 of this Agreement should be used.

2.8 When the amount of Gas tendered at the Receipt Point(s) minus the Shrinkage exceeds the amount redelivered to the Delivery Point(s) in a given Month, then the Company may either carryover the surplus for subsequent redelivery at a specified time, or cash-out the imbalance by paying the Customer the Cash-out Price for each MCF minus a percentage penalty as determined from the chart below:

<u>Percentage of Imbalance Level</u>	<u>Penalty</u>
0-10%	0% penalty fee on all MCF cashed-out
10-20%	10% penalty fee on all MCF cashed-out
>20%	20% penalty fee on all MCF cashed-out

These penalties will not apply if Company directs Customer to deliver more gas into the pipeline, and such direction results in a positive imbalance at the end of the month.

2.9 If the amount of Gas tendered to the Receipt Point(s) minus the Shrinkage for the Month is less than the amount of natural gas taken by the Customer at the Delivery Point(s) then the Customer shall be cashed out by paying the Company the Cash-out price for each MCF plus a percentage penalty as determined from the chart below for the amount the Customer has overtaken:

<u>Percentage of Imbalance Level</u>	<u>Penalty</u>
0-10%	0% penalty fee on all MCF cashed-out
10-20%	10% penalty fee on all MCF cashed-out
>20%	20% penalty fee on all MCF cashed-out

Section 3. QUANTITY AND PRICE:

3.1 Customer shall pay a transportation charge plus Company's Shrinkage as stated on Exhibit A for Firm service for the amount of gas listed as the MDQ.

3.2 Customer may request Company to receive and deliver quantities in excess of Customer's daily nomination, or in excess of its MDQ. Such quantities will be transported on an INTERRUPTIBLE basis at the negotiated rate stated on Exhibit A. Transport of excess quantities of gas may cease at any time if Firm customers of Company requires capacity. Company shall have no obligation to transport unauthorized overruns. Customer shall pay an unauthorized daily overrun charge assessed by a transmission pipeline tendering volumes on Company's behalf at the Receipt Point(s).

3.3 Transport of gas, pursuant to Section 3.2 of this agreement, shall not constitute a waiver of this any terms in this Agreement.

Section 4. TERM:

The term of this Agreement shall commence on the day this Agreement is approved by the PUCO, and last for a period of two (2) years after that date (the Termination Date). Unless either Party submits written notice to the other of its intent to terminate this agreement by no later than (Termination Date – six months), this Agreement shall continue for subsequent one year terms.

Section 5. MEASUREMENT AND QUALITY OF GAS:

5.1 Billing for all receipts and deliveries hereunder shall be made in MCF. Company shall have the right to rely upon the heat content calculation employed at Receipt Point(s) and Company shall have no obligation to install thermal measurement equipment at the Delivery Point(s).

5.2 All Gas delivered under this Agreement shall be free from solid and liquid impurities and shall satisfy all pipeline quality standards reasonably established from time to time by Company and upstream pipelines.

Section 6. BILLING AND PAYMENT:

6.1 On or about the 10th day of each calendar month, Company will render Customer a statement setting forth the total volume of Gas delivered hereunder for Customer during the immediately preceding Month. In the event Company was not able to take actual meter readings at any meter in time for preparation of the monthly statement, Company may use an estimated Gas delivery volume based upon confirmed nominations. Any such estimated delivery volume shall be corrected in the first statement after the actual meter readings become available.

6.2 In the event of a meter failure, a reconstructed bill using the best information available shall be used.

6.3 Customer agrees to pay Company the amount payable according to such statement within thirty (30) days after receipt of the invoice.

6.4 In the event Customer disagrees with any invoice issued by Company, Customer shall timely pay any undisputed portion of the Invoice, and shall notify Company, in writing, of the amount, nature, and bases upon which it disputes the unpaid balance of the Invoice.

After investigating the bases upon which Customer disputes any Invoice, Company shall respond to Customer's Notice of Dispute, in writing, by indicating its agreement or disagreement with Customer. Customer shall then receive five days in which to remit payment in full to Company of any amount identified as still due and owing by Company.

In the event Customer does not remit payment to Company, an Impasse shall be recognized to exist. The Company and the Customer may, at their option, continue to discuss their dispute. In the event a third party (which shall include either a mediator or the judiciary) must be employed to resolve the dispute, the losing party shall pay the prevailing party's attorney's fees.

6.5 When any invoice that is not in dispute has not been paid in full within thirty (30) days after Customer receives the invoice, an additional amount equal to one and one-half percent (1.5%) of the unpaid balance is due and payable.

6.6 If an invoice that is not in dispute has not been paid in full within sixty (60) days after Customer receives the invoice, an additional amount equal to three percent (3%) of the unpaid balance is due and payable.

6.7 If an invoice that is not in dispute has not been paid in full within ninety (90) days after Customer receives the invoice, an additional amount equal to five percent (5%) of the unpaid balance is due and payable and Company shall have the right, at its sole discretion, to terminate this Agreement and/or to terminate Gas transportation in addition to seeking other legal redress.

6.8 Regardless of termination of this Agreement or termination of Gas transportation pursuant to Section 6.6 of this Agreement, Company has the authority to charge an additional amount equal to five percent (5%) of the unpaid balance every thirty (30) days that an invoice that is not in dispute has not been paid in full after ninety (90) days of Customer's receipt of the invoice.

6.9 Any notice, request, demand, statement, or other correspondence shall be given by Written Notice to the Parties hereto, as set forth below:

To Company:

Orwell-Trumbull Pipeline Co., LLC
3511 Lost National Road
Suite 213
Willoughby, Ohio 44094
Attention: Customer Service
Phone: (440) 255-1945
Fax: (440) 255-1985
Email: jcarothers@cobrapipeline.com

To Customer:

Gas Natural Resources, LLC
1375 E. 9th Street
Suite 3100
Cleveland, Ohio 44114
Attention: Supply Services
Phone: (406) 791-7500
Fax: (216) 938-7944
Email: gslone@insight.rr.com

Section 7. FORCE MAJEURE:

7.1 Except with regard to a party's obligation to make payment under Section 2 or Section 6 of this Agreement, neither party shall be liable to the other for failure to perform a Firm obligation to the extent such failure was caused by Force Majeure.

7.2 Force Majeure shall mean one of the following: (i) physical events such as acts of God, landslides, lighting, earthquakes, fires, storms, or storm warnings (such as tornado warnings), which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or line of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption of firm transportation and/or storage by upstream transmission pipeline(s); (iv) acts of others such as strikes, lockouts, or other industrial disturbances, riots, sabotage, terrorism, insurrections, or wars; and (v) governmental actions such as necessity for compliance with any court order, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction. The Parties shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event of occurrence once it has occurred in order to resume performance.

7.3 Neither party 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: (i) the curtailment of interruptible or secondary firm transportation unless primary, in-path, firm transportation is also curtailed; (ii) the party claiming Force Majeure failed to remedy the

condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (ii) economic hardship. The claiming of Force Majeure shall not relieve either party from meeting all payment obligations.

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

7.5 The party whose performance is prevented by Force Majeure must provide notice to the other party. Initial notice may be given oral; however, written notification with reasonably full particulars of the event or occurrence is required as soon as reasonably possible.

7.6 Upon written notification of Force Majeure, as detailed in Section 7.5 of this Agreement, the affected party will be relieved of its obligation to make or accept delivery of Gas as applicable to the extent and for the duration of Force Majeure. Neither party shall be deemed to have failed in such obligation to the other during such occurrences or events.

7.7 During any Force Majeure event affecting Company's ability to deliver gas, Customer shall have the right to arrange for alternate delivery of Gas for the duration of the Force Majeure event plus no more than an additional thirty (30) days.

Section 8. GAS SUPPLY SHORTAGE EMERGENCY CURTAILMENT:

8.1 In the event of a gas supply shortage emergency, Customer shall be subject to Company's policy concerning curtailment or discontinuation of gas service.

8.2 Gas supply shortage emergency curtailment shall not be imposed upon the volumes tendered by Customer for delivery to its Delivery Point(s) unless it becomes necessary to utilize all or a portion of such volumes to supply superior Classes of customers.

Section 9. ADDITIONAL TERMS:

9.1 In the event of an energy emergency declared by the Governor, or any other lawful official or governmental entity, it is understood that Company shall and will follow the dictates of any energy emergency rule or order. Company shall not be liable for any loss or damage suffered by Customer as a result thereof.

9.2 This Agreement shall be construed under the laws of the State of Ohio.

9.3 This Agreement, together with all schedules and exhibits hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether

oral or written, of the Parties. No supplement, modification, or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

9.4 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Neither this Agreement nor any of the rights, benefits, or obligations hereunder shall be assigned, by operation of law or otherwise, by any Party hereto without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Except as expressly provided herein nothing in this Agreement is intended to confer upon any person other than the Parties and their respective permitted successors and assigns, any rights, benefits or obligations hereunder.

9.6 Recovery by either Party of damages, if any, for breach of any provision hereof shall be limited to direct, actual damages. Both Parties waive the right, if any, to recover consequential, indirect, punitive or exemplary damages.

9.7 The Parties represent that the individuals signing this Agreement on their behalf have all necessary corporate authorizations to do so and are expressly empowered to execute this Agreement with the intent that the Parties will be legally bound thereby.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed as of the date set forth above.

Orwell-Trumbull Pipeline Co., LLC

Gas Natural Resources, LLC

By: Richard M. Osborne

By: _____

Print Name: RICHARD M. OSBORNE

Print Name: _____

Title: MANG. - MEMBER

Title: _____

Date: 3/28/17

Date: _____

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed as of the date set forth above.

Orwell-Trumbull Pipeline Co., LLC

Gas Natural Resources, LLC

By: _____

By: James E. Sprague

Print Name: _____

Print Name: JAMES E. SPRAGUE

Title: _____

Title: PRESIDENT

Date: _____

Date: MARCH 22, 2017

EXHIBIT A
TRANSPORTATION SERVICE AGREEMENT
ORWELL-TRUMBULL PIPELINE CO., LLC

RATES

\$1.01 Per MCF for the firm service of the MDQ.

\$0.75 Per MCF for interruptible service of the MDQ

MARKET FLEXIBILITY PROVISION

Notwithstanding the identified rates and terms identified herein, the Company reserves the power, in its sole discretion, to encourage and promote Customer's sales growth by agreeing to modify a term or terms of service, including a reduction in contract rates of as much as 50%. In the event Company exercises its discretion for this purpose, it shall file written notice – under seal – of the identity of Customer's customer, anticipated shipping volumes, specific transportation price, and anticipated duration of the period in which this provision has been invoked PRIOR TO issuing any invoice to Customer based upon terms or conditions that vary from this Contract.

POINTS OF RECEIPT INTO ORWELL-TRUMBULL PIPELINE CO., LLC.

Check all that Apply:

Cobra Pipeline: ✓

North Coast Pipeline: ✓

Dominion East Ohio:

Local Production: ✓

DELIVERY POINTS FROM ORWELL-TRUMBULL PIPELINE CO., LLC.

Check all that Apply:

Orwell Natural Gas: ✓

Brainard Gas: ✓

Dominion East Ohio:

End Use Customers¹: ✓

¹ End Use Customers for the purpose of this contract are entities who consume 500 MCF of natural gas per year and

MAXIMUM DAILY QUANTITY

Maximum Daily Quantity ("MDQ") of this Agreement: 0 MCF per day

SHRINKAGE

Shrinkage Rate: Defined by terms of Orwell-Trumbull Pipeline, Co., LLC's PUCO No.1 Tariff Rate. Additional shrink will not be charged on gas delivered through the Middlefield Gate from Cobra Pipeline.

have entered into an agreement with Customer to provide said service. Customer agrees to provide a list of its End Use Customers to Company quarterly, beginning the first (1st) quarter 2017.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

3/31/2017 10:36:07 AM

in

Case No(s). 17-0889-GA-AEC

Summary: Application Joint Application and Statement electronically filed by Mr. Justin M Dortch on behalf of Orwell-Trumbull Pipeline Company, LLC