BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application to Modify	)	
in Accordance with Section 4929.08,	)	Case No 12-2637-GA-EXM
Revised Code, the Exemption Granted	)	
Columbia Gas of Ohio, Inc., in Case No.	)	
08-1344-GA-EXM.	)	

BRIEF

OF

THE OHIO GAS MARKETERS GROUP AND RETAIL ENERGY SUPPLY ASSOCIATION

December 11, 2012

TABLE OF CONTENTS

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application to Modify	)	
in Accordance with Section 4929.08,	)	Case No 12-2637-GA-EXM
Revised Code, the Exemption Granted	)	
Columbia Gas of Ohio, Inc., in Case No.	)	
08-1344-GA-EXM.	)	

BRIEF OF THE OHIO GAS MARKETERS GROUP AND RETAIL ENERGY SUPPLY ASSOCIATION

Pursuant to the Attorney Examiner's October 18, 2012 Entry, the Ohio Gas Marketers Group[1] and the Retail Energy Supply Association[2] (Jointly "OGMG/RESA") respectfully submit this Brief.

I. STATEMENT OF THE CASE

The matter at bar consists of a stipulation endorsed by Columbia Gas of Ohio ("Columbia"), the Office of the Consumers' Counsel ("OCC"), the Staff of the Commission, Dominion Retail, and OGMG/RESA to modify the existing Alternative Rate Plan for Columbia. 4929.04, Revised Code provides that an existing alternative rate plan can be amended if there has been a significant change in the facts which underpin the existing alternative rate plan. As detailed in

[1] For purposes of this proceeding, the Ohio Gas Marketers Group includes Constellation NewEnergy Gas Division, LLC; Direct Energy Services, LLC; Direct Energy Business, LLC; Interstate Gas Supply, Inc.; Integrys Energy, Inc.; Just Energy Group, Inc.; and SouthStar Energy LLC.
[2] RESA's members include RESA's members include: Champion Energy Services, LLC; ConEdison *Solutions*; Constellation NewEnergy -- Gas Division, LLC; Direct Energy Services, LLC; Energetix, Inc.; Energy Plus Holdings LLC; Exelon Energy Company; GDF SUEZ Energy Resources NA, Inc.; Green Mountain Energy Company; Hess Corporation; Integrys Energy Services, Inc.; Just Energy; Liberty Power; MC Squared Energy Services, LLC; Mint Energy, LLC; NextEra Energy Services; Noble Americas Energy Solutions LLC; PPL EnergyPlus, LLC; Reliant Energy Northeast LLC; TransCanada Power Marketing Ltd. and TriEagle Energy, L.P. The comments expressed in this filing represent the position of RESA as an organization but may not represent the views of any particular member of RESA.

Amended Stipulation and Recommendation and the amended Joint Motion to Modify Orders Granting Exemption[3], Columbia's current interstate transmission and storage contracts were about to expire, and in order to maintain natural gas service for the Columbia Gas of Ohio service area new contracts for interstate transmission and storage ("Capacity") have to be finalized. When Columbia renews its Capacity contracts, it has the opportunity to change the amount, cost and location of capacity. Columbia conducted stakeholder meetings to assess what the usage pattern is now, what it will be for the future and how best to accommodate the current and projected usage. Since the capacity contracts are multiyear, as a practical matter so must be the plan. Further, a new five year plan must comport with the State of Ohio's energy plan embodied in Section 4929.02, Revised Code.

The result of the stakeholders meeting was a comprehensive plan (the Amended Stipulation) which looked out five years, planned for capacity, amended both the rates and rate design to bring greater variety and better products to customers, increased transparency on customer bills and continued the policy of moving to market based rates as required by Section 4929.02(A)(7), Revised Code.

The Stipulation contains six significant changes from the current alternative rate tariffs. The six changes change the Capacity , the balancing fees, non-residential default service, criteria and a minimum timeline for filing to change residential default service, a deposit commensurate with the risk an SCO supplier must fulfill and billing system changes intended to bring the 15 year old Choice market into the 21st Century.

[3] Joint Exhibits 1 and 2.

A. Capacity Contract Changes

First, the Stipulation calls for renewals of upstream pipelines that match the anticipated retail usage pattern over the next five years, as well as the changes in the sourcing of the gas[4]. Thus, by the end of the plan there will be significantly less pipeline capacity from the Gulf coast than is under contract today. OPAE objected to the proposed renewal of Capacity contracts as suboptimal. The testimony of Michael Anderson provides the reasons for the Capacity plan put forward in the Stipulation. Including specific reasons why Utica gas as proposed by OPAE is not currently ready for distribution in the Columbia system. Anderson's testimony indicates that Columbia as an expert actively participating in the market does expect in the future there may be other options, and has reduced the Gulf capacity to make way for supply options not available today. OPAE has simply failed to present any credible evidence that would call for amending the agreed upon contract renewal terms.

B. Decrease in Balancing Fees and Transparency of Fees on Bills

Today all suppliers are billed the same balancing fee of $.32. Given the design of the Columbia Choice Tariff, the balancing fee is more in line with a traditional distribution charge rather than a normal balancing fee. In order to give customers greater transparency as to what charges come from the supplier and which from utility the parties have agreed to break out the balancing fee as a separate line item on the customer's bill. In addition, the changes in Capacity support a decrease in the cost of current balancing service which will be reduced from $.32 to $.27 per Mcf delivered[5]. Given time constraints and individual supplier terms and conditions

---

[4] Joint Exhibit 1, pp. 5-6.
[5] Joint Exhibit 1, p. 4.

with their customers the Parties all agreed to future discussions to ensure that no customer pays the balancing fee twice as legacy supplier contracts roll off and bills containing a separate charge for balancing fees are issued[6].

C. Non-residential Default Supply Plan

Third, a program has been set up to amend the default supply method for Eligible Non-residential customers if and when enrollment by shopping Eligible Non-residential Choice commercial customers achieves a threshold of 70% for three consecutive months. In addition, if such threshold is achieved before the August 1st review deadline for Eligible Non-residential customers, starting with the end of the then current auction period or April 1st of the following year Eligible non-residential customers who have not selected a competitive supplier will continue to receive default natural gas supply but through a monthly variable rate (MVR) program supplied by certificated Competitive Retail Natural Gas Suppliers in lieu of the current Standard Contract Offer. In the event the threshold is not met by August 1st in order to allow time for consumer education the move to an MVR will take place the one year after the following April.

A similar MVR process is in place today for most Choice eligible commercial customers in the Dominion East Ohio system. However, the Stipulation enhances the MVR in Columbia to recognize it will be the only default product. The MVR mandates use of NYMEX close and will disclose to competitors which MVR product customers are receiving. Therefore if a supplier attempts to raise their MVR those customers will become a target of that supplier's competitors.

On the subject of the use of the MVR in lieu of the SCO for commercial customers once shopping has reached the 70% trigger, OPAE opposes not only the change to an MVR but the MVR itself. OPAE argues that SCO in the future would be a lower cost option than the MVR.

---

[6] Tr. III, 241.

Hess to the extent an MVR would apply to a residential exit if it should occur presents a similar argument. Placing Commission policy on a projection of future auction outcomes is risky at best. Even Hess' witness when asked stated that he could not know what would happen to prices in five years[7]. Unlike the opponents of the Stipulation, the OGMG/RESA support for the MVR rests on the grounds that it is more in line with the state energy policy calling for greater use of market forces and that the MVR will create parity between competitive offers and default service.

Most important, the facts in this case clearly show that there is no merit to the opposition's claim that the MVR will cause a rapid rise in the cost of default natural gas service. The facts in this case show that roughly 85% of the cost of both SCO and MVR price is/will be the closing New York Mercantile Exchange ("NYMEX") price[8]. The remaining 15% is the so called basis. The basis in turn is made up in large measure by the Capacity costs. The Capacity cost is allocated in equal measure and in the same manner to all suppliers be they SCO suppliers, MVR suppliers or Choice suppliers. In that way, when a retail customer switches from SCO to a Choice customer the capacity that Columbia had contracted for to bring gas to the retail customer's city gate contractually travels with the customer[9]. What remains of the 15% covered by the basis is the portion of the upstream capacity that is not provided by Columbia, the suppliers' administrative cost of providing service and the margin. While that may differ between an SCO closing bid, or MVR supplier to supplier because it is just a portion of the basis there is not a potential for the MVR to cost much more than the SCO. Further, it is possible that the MVR could be less than what an SCO auction would produce.

---

[7] Tr. III, 154-155
[8] Tr. III, 138.
[9] The method for reallocating Capacity during the year is described in the Revised Program Outline (Columbia Ex. 2 at paragraph 19). This method has been in place for several years.

OPAE's rationale for predicting that the future SCO price will be lower that the MVR price is based on the observation that an SCO auction supplier does not have customer acquisition costs[10]. The view that the SCO auction price will always be lower than an MVR is disproved by the evidence in the case. Today, there are Choice monthly variable offers that are lower than the SCO. The current Apples to Apples chart lists about half the monthly variable rates for December below the SCO[11] rate. Further, the Apples to Apples chart does not have the lowest rates available[12]. That would change if the Stipulation is adopted as a Supplier who is going to participate in the MVR must list its lowest monthly variable rate on the Apples to Apples chart[13]. The fact that there are lower offers now on the Apples to Apples chart debunks the notion that the SCO will reflect a lower price simply because SCO customers do not have acquisition costs. The more important question though is whether the SCO price will be lower in the future when Choice commercial usage hits 70%. Since the switch to MVR will not take place until less than a one third of the Choice commercial load is left to be supplied by the default service, the risk / reward dynamics of SCO will be greatly different than today. Today, SCO suppliers are bidding on more load (40% of Choice non residential Choice eligible customers) than they will be when the trigger percentage of 70% shopping is reached. At that time the load to be auctioned will be less than 30% of the non residential eligible load, but the risk of migration stays the same 150% of the contract. Thus, the future SCO bids may go higher as the block of default customers is reduced, but the administrative costs and risks remain similar to the current levels. In conclusion the fact that the SCO auction may be lower today than some MVR offers does not equate to the SCO will always be lower than the posted MVR under the terms of the Stipulation.

---

[10] OPAE Ex. 1, at 13.
[11] Dominion Retail Ex. 1 – a copy of the Apples to Apples price comparison from the Commission's website dated November 27, 2012.
[12] RESA/OGMG Exhibit 3 (Direct Prepared Testimony of Vince Parisi) pp. 8-9.
[13] Joint Exhibit 2, p. 26.

As for the last contested issue, OGMG/RESA agree with OPAE's observation that SCO suppliers do not have customer acquisition costs. As Mr. Parisi testified the cost of the auction and the ongoing costs of a call center to service the customer are paid by Columbia who collects those costs back from all Choice customers in its base rates. For that reason, OGMG\RESA asserts that the SCO 6 cent per Mcf fee -- if not used to secure SCO service in the case of a default -- should go back to all customers and not be returned to the SCO supplier. That would put the SCO and Choice supplier on an equal footing. Further, the entire 6 cent fee would end up benefiting customers.

D. Minimum Requirements Before a Residential Exit Filing

The fourth major change called for in the Stipulation is agreement on specific criteria and timing which must be met before a filing to change the default service from SCO to MVR may be made for residential customers. There are several sequential items which must take place including first residential customers must have reach 70% switching for at least 3 consecutive months. Even then the Choice non-residential customers must have successfully been on the MVR program for at least a year. The settlement requires that data is gathered on the experience of the MVR for Choice non-residential customers. Only then may an application be filed for approval by the Commission and even then that approval can only come following both public and evidentiary hearings regarding replacement of the SCO. Finally, it is anticipated that the Commission rules for an exit will be in place prior to the criteria being met as listed in this settlement and therefore the rules for such a filing will also need to be followed[14].

Contrary to testimony presented by OPAE and Hess there is no exit for a residential customer contained in this settlement. In fact, the only references to a residential exit in this filing are to

[14] Volume II p. 56 Lines 3 and line 9

create greater regulatory certainty for suppliers in the Ohio market on what must happen prior to a filing for a residential exit.

E. SCO Supplier Deposit

The Stipulation calls for SCO suppliers who are awarded tranches to post a 6 cent per Mcf fee. The SCO fee would be held as a deposit for the service year to cover the costs of an SCO default. If no default takes place the fee would become a credit to all Choice customers via Rider CSRR. Witness Brown points out in his testimony that SCO suppliers are the last line of default service before Columbia must step in. In the event of a Choice supplier default if another supplier does not purchase those customers they default to the SCO. In the event of SCO supplier default there are more customers concentrated in a smaller number of suppliers if no supplier steps in then Columbia must. The deposit will be used to cover the increased risk born by Columbia in the event an SCO supplier is unable to fulfill their obligations to take on any customers returned from the Choice market whether through default or attrition[15]. In the event this deposit is not needed the Stipulation requires the money be returned to all customers through the CSRR. Given the CSRR is paid by all customers and covers a variety of costs including auction costs and choice costs this is a fair return method.

F. Billing and System Upgrades To Allow For Greater Variety of Products

The Columbia Choice program began in 1997 and since that time products have essentially fit into two categories fixed or variable per unit pricing. Suppliers and customers have limited their conversations to per unit prices which fit these categories. Today suppliers have the ability and flexibility to offer products beyond per unit pricing but were restricted by the billing capabilities of the utility. This Stipulation will allow suppliers to bring different products to

---

[15] Volume II p. 50 starting on line 11.

customers including products which will take the customer away from a per unit price and put them in greater control of their total commodity billed amount. In addition, Columbia will allow a larger logo on the utility allowing customers a visual reminder each month of who their supplier is and suppliers a better ability to build brand loyalty. On this it should also be noted that suppliers must pay for the logo this is not a cost in the CSRR.

II. PROCEDURAL HISTORY

By its December 2, 2009 Opinion and Order in *In the Matter of the Application of Columbia Gas of Ohio, Inc. for Approval of a General Exemption of Certain Natural Gas Commodity Sales Services or Ancillary Services*, Case No. 08-1344-GA-EXM, the Commission approved the terms of a Stipulation and Recommendation entered into by the parties in that proceeding. The Case No. 08-1344 Stipulation provided, *inter alia,* that Columbia Gas of Ohio, Inc. ("Columbia") would hold an auction to secure natural gas supplies, initially through a standard service offer ("SSO") structure and, subsequently through a standard choice offer ("SCO") structure, and approved a Program Outline which reflected the changes necessary to implement the SSO structure through March 31, 2012. On September 7, 2011, the Commission issued a second Opinion and Order[16] in Case No. 08-1344, which, *inter alia,* authorized the continuation of the Case No. 08-1344 Stipulation and approved a Revised Program Outline reflecting the changes necessary to implement the initial SCO auction in February 2012, for the 12 month period beginning April 1, 2012.

On October 4, 2012, Columbia, the Ohio Gas Marketers Group ("OGMG"), the Retail Energy Supply Association ("RESA"), Dominion Retail, Inc. and the Staff (jointly referred to as the Joint Movants) initiated the instant case and filed a joint motion to modify the Exemption

[16] Both the December 2, 2009 and the September 7, 2011 Opinions and Orders will be referred to as the "Exemption Orders".

Orders, in accordance with Section 4929.08(A), Revised Code along with a Stipulation and Recommendation ("Stipulation"). The Joint Movants allege that the Stipulation would modify the details of Columbia's exemption granted in Case No. 08-1344 for a five year term commencing on April 1, 2013 through March 31, 2018.

On October 5, 9 and 10, 2012, the Ohio Consumers' Counsel ("OCC"), Hess Corporation ("Hess") and the Ohio Partners for Affordable Energy ("OPAE") each filed motions to intervene in this matter, respectively. The Attorney Examiner granted these motions to intervene in her October 18, 2012 Entry. In that same Entry, the Attorney Examiner denied the Joint Movants' request to bifurcate the hearing process, believing that due process, including discovery, notice, and a hearing could be achieved within the time frame prior to the end of January 2013 when the SCO auction is scheduled. To facilitate the timely review of the Joint Motion, the Attorney Examiner established a procedural schedule for the filing of motions to intervene, comments, or memorandum contra the October 4, 2012 Joint Motion to Modify, the deadline for filing reply comments and replies to the memorandum contra, and the deadline for filing of all testimony. A hearing was scheduled on December 3, 2012 at 10:00 AM at the offices of the Commission.

Motions to intervene were subsequently filed by Stand Energy Corporation, the Northeast Ohio Public Energy Council, the Ohio Schools Council, Volunteer Energy Services, Inc., Direct Energy Services, LLC and Direct Energy Business LLC, IGS Energy and Honda of America Mfg., Inc.

A revised Program Outline and revised tariffs were filed by Columbia Gas of Ohio, Inc. on October 31, 2012. Comments and/or memorandum contra the October 4, 2012 Joint Motion to Modify were filed each by OCC and by OPAE. OCC filed revised comments on November 6,

2012. On November 13, 2012, Columbia filed comments and OGMG/RESA filed comments in response to the comments that were offered on November 5.

On November 13, 2012, Columbia filed the testimony of Thomas J. Brown, Jr., Michele Caddell and Mike Anderson. Direct Energy filed the prepared testimony of D. Cory Byzewski. The OGMG and RESA filed the testimony of Teresa Ringenbach and Vincent Parisi. IGS Energy filed the direct testimony of Lawrence Friedeman.

On November 21, 2012, the Attorney Examiner issued an Entry granting the motions to intervene filed by Stand Energy, NOPEC, the Ohio Schools Council, Volunteer Energy, Direct Energy, IGS and Honda.

On November 26, 2012, the Attorney Examiner issued an Entry granting Columbia's motion for an extension and revision of the procedural schedule. The Attorney Examiner established that direct testimony in support of the Revised Stipulation must be filed by noon on November 27, 2012 along with the Revised Stipulation. Intervenor testimony on behalf of those intervenors that were not signatory parties to the Revised Stipulation was due on November 30 by 4:00 PM. The Attorney Examiner directed that the hearing would commence on December 3, 2012 at 10:00 AM for the purpose of taking public testimony. However, no one from the public appeared to testify at that time.

On November 27, 2012, an Amended Joint Motion to Modify Orders granting exemption and an Amended Substitute Stipulation and Recommendation was filed by Columbia Gas of Ohio. Prepared supplemental direct testimony of Thomas J. Brown was also filed on behalf of Columbia on November 27. In addition, the OGMG and RESA filed supplemental testimony of Vince Parisi while OCC filed direct testimony of Bruce M. Hayes.

Columbia filed a Second Revised Program Outline and Revised Tariffs on November 28, 2012.

Proofs of publications were filed by Columbia on November 30, 2012 in accordance with Finding 14 of the Attorney Examiner's October 18, 2012 Entry.

On November 30, OPAE filed the testimony and exhibits of Stacia Harper and Hess Corporation filed the testimony of Randy Magnani.

The hearing proceeded on December 3, but no public witnesses appeared. The hearing adjourned and then resumed on December 5 and concluded on December 6, 2012.

III. ARGUMENT

A. The Joint Motion is authorized by Section 4929.08(A), Revised Code and supported by the record.

Section 4929.08(A), Revised Code provides in part:

> The public utilities commission has jurisdiction over every natural gas company that has been granted an exemption or alternative rate regulation under section 4929.04 or 4929.05 of the Revised Code. As to any such company, the commission, upon its own motion or upon the motion of any person adversely affected by such exemption or alternative rate regulation authority, and after notice and hearing and subject to this division may abrogate or modify any order granting such an exemption or authority only under both of the following conditions:
>
> (1) The commission determines that the findings upon which the order was based are no longer valid and that the abrogation or modification is in the public interest;
>
> (2) The abrogation or modification is not made more than eight years after the effective date of the order, unless the affected natural gas company consents.

Columbia witness Thomas J. Brown explained why certain findings upon which the Exemption Orders were based are no longer valid and how Columbia was adversely affected. Mr. Brown testified as follows:

Q: What Findings upon which the Exemption Order was based are no longer valid?

A: The exemption from regulation granted Columbia in Case No. 08-1344-GA-EXM was the first such exemption for Columbia. In abandoning the GCR and implementing gas supply auctions, Columbia was initiating a new method of supplying gas to customers.

The auction process is now no longer new or novel, and there is no longer uncertainty about the auction process. Columbia has held three auctions, and the parties agree that the auctions have provided customer benefits. The Retail Price Adjustment in Columbia's second and third auctions decreased from that in the first and second auctions respectively.

While there is now less uncertainty about the auction process, since the 2009 Stipulation was approved in December 2009, the introduction of Marcellus Shale Gas and subsequently Utica Shale Gas, has created the potential for new gas supply opportunities in Ohio. How these opportunities will develop is unknown, but the opportunities could potentially impact Ohio utilities' use of interstate pipeline capacity.

Q: How is Columbia adversely affected by these changes?

A: It will likely take several years to fully assess the physical impacts of Shale Gas on Ohio markets and until all market participants can assess these impacts it makes sense not to make long-term intrastate pipeline capacity contract decisions that could adversely impact Columbia's ability to reliably serve its customers and make the best use of all pipeline capacity available to it. Consequently, the factual assumptions underlying Columbia's capacity contracts have changed since the Commission issued the Exemption Orders. Yet, the 2009 Stipulation approved by the Exemption Orders provides for a peak day capacity portfolio that differs from that needed by Columbia during the period after the Stipulation's initial term.

Columbia has also begun to plan for a possible exiting of the merchant function. When the 2009 Stipulation was approved in December 2009, Columbia had not expressed a present intent to, and did not contemplate seeking to, exit the merchant function. Since then, the stakeholders believe such an exit may be warranted, if participation in Columbia's CHOICE Program meets sufficient

> levels. The Exemption Orders do not, however, authorize Columbia to exit the merchant function.
>
> For these reasons, the Exemption Orders are adversely affecting Columbia, the Findings underlying the Commission's Exemption Orders are no longer valid, and modifications to those Orders should be granted.[17]

Thus, it is beyond question that certain findings contained in the Exemption Orders are no longer valid and those Exemption Orders are adversely affecting Columbia. Once the Commission makes that finding, it must next consider whether the modifications proposed by the Joint Movants are in the public interest.

B. As evidenced by the record, the Joint Motion comports with Ohio's energy policy and will produce additional benefits in the public interest.

Several of the energy policy objectives of this state will be met if the Commission grants the Joint Motion and adopts the Amended Stipulation. These policy objectives are set forth in Section 4929.02(A)(2), (3), (4), (5), (6), (7) and (8), Revised Code which provide:

> (A) It is the policy of this state to, throughout this state: …
>
> (2) Promote the availability of unbundled and comparable natural gas services and goods that provide wholesale and retail customers with the supplier, price, terms, conditions, and quality options they elect to meet their respective needs;
>
> (3) Promote diversity of natural gas supplies and suppliers, by giving consumers effective choices over the selection of those supplies and suppliers;
>
> (4) Encourage innovation and market access for cost-effective supply and demand-side natural gas services and goods;
>
> (5) Encourage cost-effective and efficient access to information regarding the operation of the distribution systems of natural gas companies in order to promote effective customer choice of natural gas services and goods;

[17] Columbia Ex. 6, pp. 18-19.

(6) Recognize the continuing emergence of competitive natural gas networks through the development and implementation of flexible regulatory treatment;

(7) Promote an expeditious transition to the provision of natural gas services and goods in a manner that achieves effective competition and transactions between willing buyers and willing sellers to reduce or eliminate the need for regulation of natural gas services and goods under Chapters 4905 and 4909 of the Revised Code; and

(8) Promote effective competition in the provision of natural gas services and goods by avoiding subsidies flowing to or from regulated natural gas services and goods.

With respect to the policy objectives contained in subsections (A)(2) and (4), Columbia witness Brown testified that the enhanced billing options for competitive retail natural gas suppliers will enable customers to enter into new kinds of contracts with CHOICE suppliers, including flat fee contracts and contracts in which the supplier charges the monthly NYMEX rate, plus or minus a set value. He also testified that customers will be able to transfer their CHOICE contracts to new addresses within Columbia's service area and pre-pay the commodity portion of their bills.[18]

OGMG/RESA witness Parisi testified that the simple replacement of the SCO default service with the MVR default service for the non-residential customer class would be consistent with subsection (A)(2) because it promotes the availability of unbundled natural gas services for the customers to engage in the market and make elections as opposed to promoting inactivity.[19] He also testified that the requirement of having unbundled services made available for commodity was consistent with subsection (A)(2).[20]

With respect to subsection (A)(3), Mr. Parisi testified that having a single supplier or product is not sufficient to meet this policy goal and that encouraging an active participation by

[18] Columbia Ex. 6, p. 21.
[19] RESA/OGMG Ex. 3, p. 7.
[20] RESA/OGMG Ex. 3, p. 12.

consumers of the state in selecting those supplies and suppliers is consistent with this policy goal.[21]

With respect to subsection (A)(5), Mr. Parisi testified that requiring cost effective and efficient access to information regarding the operation of the utility systems as has been implemented in the Stipulation is consistent with this policy goal.[22]

With respect to subsections (A)(6) and (7), Columbia witness Brown explained that if 70% of Columbia's CHOICE-eligible non-residential customers migrate to CHOICE, Columbia will exit the merchant function for those customers thereby meeting both of those policy objectives.[23] Likewise, Mr. Parisi believed that several significant requirements implemented in the Stipulation constituted flexible regulatory treatment by the Commission consistent with subsection (A)(6).[24] In addition, to the extent that the Stipulation requires a transition from governmental regulated natural gas commodity (goods) and associated services to a market based system (deregulation) for non-residential customers, Mr. Parisi believed that this was necessary in order to adhere to subsection (A)(7).[25]

With respect to subsections (A)(7) and (8), Mr. Parisi believed that identifying and avoiding subsidies flowing to or from competitive services was consistent with these policy objectives. Mr. Parisi's company supplied both SCO and Choice customers[26] and found the value SCO supplier received by virtue of the fact that Columbia paid for the cost of the auction, took the retail customer calls so that a call center was not required, and provided educational programs.[27] While he thought that the amount of these costs and other subsidies as well as

---

[21] RESA/OGMG Ex. 3, pp. 7-8.
[22] RESA/OGMG Ex. 3, p. 12.
[23] Columbia Ex. 6, pp. 21-22.
[24] RESA/OGMG Ex. 3, p. 12.
[25] RESA/OGMG Ex. 4, pp. 2-3.
[26] RESA/OGMG Ex. 3, p. 20.
[27] RESA/OGMG Ex. 3, pp. 13, 17-18.

avoided costs that are part of the default service were significantly greater than a $0.10 SCO supplier fee, he believed that the resulting $0.06 SCO supplier fee was a reasonable compromise resulting from serious and well thought out bargaining that took place in advance of the signing of the Amended Stipulation.[28]

In the hearing it became obvious that OPAE had a different reading of the portion of the State Energy Policy favoring market pricing over regulated forms of pricing than the supporters of the Stipulation. Section 4929.02(A)(7), Revised Code states in part:

> **Section 4929.02, Revised Code State policy as to natural gas services and goods.**
>
> (A)(7) Promote an expeditious transition to the provision of natural gas services and goods in a manner that achieves effective competition and transactions between willing buyers and willing sellers to reduce or eliminate the need for regulation of natural gas services and goods under Chapters 4905. and 4909. of the Revised Code;

In Ohio, it is a cardinal rule that a court must look to the language of the statute to determine legislative intent. *Provident Bank v. Wood* 36 Ohio St. 2d 101 (1973), *State v. Roberts* 2012 Ohio 5684 p. 24 (Ohio Dec. 6, 2012). Further, words in a statute are given their common meanings *Kunkler v. Goodyear Tire and Rubber* 36 Ohio St. 135 (1988), *Smith v. Landfair* 2012 Ohio 5692, p.18 (Dec. 6, 2012). The above subsection of the Ohio Energy Policy calls for "effective competition" and "reduced or eliminate" regulation under Revised Code Chapters 4905 and 4909. OPAE witness Harper testified that "effective competition" is not a technical economic term[29]. That may be true, but it does not matter as the Commission must look at the common meaning. The common mean of "effective competition" is one where there are no subsidies and

[28] RESA/OGMG Ex. 3, p. 20; RESA/OGMG Ex. 4, pp. 3-4.
[29] OPAE Ex. 2, p. 5.

no barriers to entry. This is at odds with OPAE witness Harper's view of adjusting for social benefit[30].

The statute then goes on to direct the Commission to reduce or eliminate regulation under its general supervisor powers (Chapter 4905) and its rate making power (Chapter 4909). Under the current alternative rate plant, the SCO price is set when the Commission reviews and approves the auction price and authorizes the utility to collect it and file rates . By contrast the MVR calls on suppliers who wish to supply default service to sign up to do so at the NYMEX price plus their basis. The MVR prices are not set by the Commission or filed as part of the utility tariff. Thus the MVR is in keeping with goal of the subsection (A)(7).

In addition to fulfilling these state policy objectives, there will be additional benefits by granting the Joint Motion. OGMG/RESA witness Ringenbach explained that the Stipulation would transition Columbia to a pipes only utility for non-residential customers, gradually reduce the Columbia Gulf transport contracts, provide for key benchmarks prior to a filing to change residential default service, and would provide for a deposit which if not needed for a default would go to reduce the CSRR paid by all customers. She also stated that the billing and system changes contemplated by the Stipulation will allow suppliers greater branding opportunities.[31] She explained that if the Stipulation was adopted it would ensure that all CHOICE eligible non-residential customers who do not choose a supplier would continue to receive default service but the price and the number of parties providing the service will be handled through an assignment rather than an auction. Another benefit that flows from the settlement is that Columbia will not file an application to exit the merchant function for residential customers until twelve months after a non-residential exit and 70% switching of residential customers has occurred. By

---

[30] Tr. III, 294-305.
[31] RESA/OGMG Ex. 5, p. 4.

allowing for appropriate experiences with non-residential CHOICE eligible customers being served under the MVR program process before being applied to any residential customers, all interested parties will have an opportunity to monitor customer reaction to the MVR process and make any necessary adjustments or recommendations.[32]

Ms. Ringenbach also believed that approval of the settlement would demonstrate Ohio's continued commitment to an evolving market leading towards an exit of the merchant function while ensuring a sound and stable regulatory climate. This type of regulatory climate would further the public interest by encouraging suppliers to make investments in Ohio, including capital and human resources, and to bring innovative products to consumers.[33] Among the immediate benefits that approval of the Amended Stipulation would bring would be to allow suppliers to build a greater branding and relationship with their customers by allowing suppliers to put their logos prominently in front of their customers every month. She also believed that the reduction in balancing fees and the isolation of such balancing fees on a separate line item on the bill would be of benefit to customers because it would allow customers greater transparency in what is truly a utility charge.[34] She also asserted that enabling suppliers to provide a fixed commodity portion of the bill, to allow customer contracts to move with the customer when the customer remains within the Columbia service territory, the provision of increased number of rate codes, and the allowance for rolling rate charge submissions were all significant public benefits.[35]

In addition to these immediate benefits, Ms. Ringenbach testified as to several long term benefits that would result from adoption of the Stipulation. These long term benefits included

---

[32] RESA/OGMG Ex. 5, p. 5.
[33] RESA/OGMG Ex. 5, pp. 5-6.
[34] RESA/OGMG Ex. 5, p. 7.
[35] RESA/OGMG Ex. 5, pp. 7-8.

the ability of a supplier who uses consolidated billing to choose rate ready or bill ready billing by customers. Rate ready billing is simple and effective for customers who prefer a price only product; bill ready billing allows products that may not be so simple on a per Ccf product basis. Another long term benefit will be the ability of customers to pre-pay their gas bills. Finally, system changes will be implemented over time to expedite the customer's ability to enroll immediately with their preferred supplier and facility timely switching between suppliers rather than waiting one to two months before they can switch and begin receiving the benefits of their Choice contract.[36]

Columbia witness Brown identified several other modifications contained in the Amended Stipulation which will produce benefits to the public. The Amended Stipulation also revises the off-system sales and capacity release sharing mechanism so that half of all off-system sales revenues up to $1 million and half of all revenues between $2 million and $27 million will be credited to Columbia's CHOICE/SCO reconciliation rider ("CSRR"). Under the Amended Stipulation, Columbia must wait at least twenty-two months before filing an application to exit for its residential customers.[37] Columbia will continue its CHOICE Program Shadow Bill for at least the term of the Amended Stipulation and make such shadow-billing information available to OCC upon request.[38]

Mr. Parisi emphasized that retail competition has created a downward pressure on prices, from which all customers have benefited.[39] Without retail competition, Mr. Parisi testified that

---

[36] RESA/OGMG Ex. 5, p. 8.
[37] Columbia Ex. 7, p. 7.
[38] Columbia Ex. 7, p. 7.
[39] RESA/OGMG Ex. 3, p. 21.

consumers would still be paying GCR prices, which are inherently inefficient and likely substantially higher than the prices all customers have available to them in the market today.[40] Even Hess' witness Magnani recognizes that approval of this settlement will send a signal to suppliers to increase their business in Ohio[41].

Based on the record before it, the Commission must find that adopting the Amended Stipulation will advance the natural gas policy objectives of this state and will produce immediate and long-term benefits in the public interest.

C. The Amended Stipulation is valid, supported by the record and should be approved.

Rule 4901-1-30 of the Ohio Administrative Code ("O.A.C.") authorizes parties to Commission proceedings to enter into Stipulations. Although not binding on the Commission, the terms of such agreements are accorded substantial weight.[42]

The standard of review for considering the reasonableness of a Stipulation has been discussed in a number of prior Commission proceedings.[43] The ultimate issue for the Commission upon consideration is whether the agreement, which embodies considerable time and effort by the signatory parties, is reasonable and should be adopted. In considering the reasonableness of a Stipulation, the Commission has used the following criteria:

(1) Is the settlement a product of serious bargaining among capable, knowledgeable parties?

(2) Does the settlement, as a package, benefit ratepayers and the public interest?

---

[40] RESA/OGMG Ex. 3, p. 22.
[41] Volume III p. 183 line 4.
[42] *See Consumers' Counsel v. Pub. Util. Comm.*, 64 Ohio St.3d 123, at 125 (1992), citing *Akron v. Pub. Util. Comm. Consumers' Counsel v. Pub. Util. Comm.*, 55 Ohio St.2d 155 (1978).
[43] *See, e.g., Duke Energy Ohio,* Case No. 11-4393-EL-RDR (August 15, 2012); *Cincinnati Gas & Electric Co.,* Case No. 91-410-EL-AIR (April 14, 1994)*; Western Reserve Telephone Co.,* Case No. 93-230-TP-ALT (March 30, 2004); *Ohio Edison Co.*, Case No. 91-698-EL-FOR, et al. (December 30, 1993); *Cleveland Electric Illum. Co.*, Case No. 88-170-EL-AIR (January 30, 1989); *Restatement of Accounts and Records (Zimmer Plant),* Case No. 84-1187-EL-UNC (November 26, 1985).

(3) Does the settlement package violate any important regulatory principle or practice?

The Ohio Supreme Court has endorsed the Commission's analysis using these criteria to resolve issues in a manner economical to ratepayers and public utilities.[44] The Court stated in that case that the Commission may place substantial weight on the terms of a Stipulation, even though the Stipulation does not bind the Commission.[45]

Columbia, the Staff, the OGMG, RESA, Dominion Retail, Inc. and the Office of the Ohio Consumers' Counsel each signed the Stipulation. Columbia witness Brown testified that the Stipulation is a product of an open process in which all parties were represented by able counsel and technical experts. He explained that beginning in March, 2012, Columbia conducted a series of open meetings with its stakeholder group to discuss the status of its marketplace and the need for modification of the Exemption Order.[46] OGMG/RESA witness Ringenbach also confirmed that the settlement was the result of several months of discussions among suppliers, customer groups, the PUCO staff and Columbia. She explained that Columbia insisted that discussions not be treated as confidential, allowing any party to participate in discussions. She testified that Columbia also held large stakeholder meetings along the way to inform all interested parties of the status of the settlement negotiations.[47] Thus, the Amended Stipulation is a product of serious bargaining among capable, knowledgeable parties.

With respect to the question as to whether the settlement, as a package benefits rate payers and the public interest, Columbia witness Brown testified that the approval of the Amended Stipulation will advance Ohio's state energy policy. He explained that the Amended

[44] *Indus. Energy Consumers of Ohio Power Co. v. Pub. Util. Comm.*, 68 Ohio St.3d 547 (1994) (citing *Consumers' Counsel*, *supra*, at 126).
[45] *Id*.
[46] Columbia Ex. 6, p. 23.
[47] RESA/OGMG Ex. 5, p. 4.

Stipulation provides for an up-to-five year extension of Columbia's SCO Program and at the same time, provides a structure for Columbia to make a careful, gradual transition and potential exit from the commodity merchant function if certain market conditions are met. He also explained that the additional modifications proposed in the Amended Stipulation would ensure that Columbia's customers would not be "double-billed" for Columbia's balancing fee and would provide a greater share of off-system sales revenues to Columbia's customers, which will lower the CSRR and provide a clear financial benefit to rate payers. He also stated that the Amended Stipulation would require Columbia to credit its net revenues from certain new billing services to the CSRR which will also save customers' money. Finally, he noted that if the Joint Movants' recommendation regarding local public hearings were to be adopted, the Amended Stipulation would provide the public with additional opportunities to participate in Commission proceedings and make their opinions known.[48]

OGMG/RESA witness Ringenbach also addressed this criterion, testifying that the settlement was intended to lay out a path which will transition Columbia to a pipes only utility for non-residential customers, gradually reduce the Columbia Golf transport contracts, provide for key benchmarks prior to a filing to change residential default service and provide for a deposit which if not needed for a default would go to pay auction costs and reduce the CSRR paid by all customers. She also testified that the settlement provides for billing and system changes which will allow suppliers greater branding and product opportunities.[49] Clearly the settlement, as a package, benefits the public and rate payers.

Finally, rather than violating any important regulatory principle or practice, Columbia witness Brown testified that the Amended Stipulation does not violate any such important

---

[48] Columbia Ex. 7, p. 10.
[49] RESA/OGMG Ex. 5, p. 4.

regulatory principle or practice and in fact is consistent with Commission precedent and specifically with the Commission's actions with respect to Dominion East Ohio in Case No. 12-1842-GA-EXM.[50]

Ms. Ringenbach testified that the Joint Stipulation and Recommendation would move Ohio down the path of retail competition contained in Ohio's state energy policy. She testified that in a competitive market, suppliers will constantly be searching for more efficient ways of supplying natural gas on a daily basis and will be competing against each other for retail customers. She emphasized that the competition will not just be on price but also be on providing innovative offerings of costs-effective supply-side natural gas commodity. Ms. Ringenbach also believed that the additional billing options agreed to by Columbia would be an integral part to bringing innovative product offerings to customers.[51]

OGMG/RESA witness Parisi testified that the Amended Stipulation is the culmination of months of negotiations and was a compromise designed to broaden the base of support for changes to the current method of providing default natural gas service on the Columbia system. He testified that the Amended Stipulation clearly met all three prongs of the test.[52]

The Commission should find that the Amended Stipulation signed by Columbia, the Staff, the OGMG, RESA, Dominion Retail, Inc. and OCC is reasonable in light of the Commission's three criteria and should be approved.

D. The Commission should expeditiously rule on those issues that relate to the upcoming 2013 SCO auction.

Columbia witness Brown confirmed that the Joint Movants are still seeking an expedited resolution of those issues in the Joint Motion that relate to the upcoming 2013 SCO auction and

[50] Columbia Ex. 7, p. 10.
[51] RESA/OGMG Ex. 5, p. 6.
[52] RESA/OGMG Ex. 4, pp. 3-4.

do not relate to the proposed exits from the merchant function.[53] Mr. Parisi explained that the replacement auction for Columbia scheduled for January 29, 2013 needs to go forward as scheduled. Delays in the current auction schedule would threaten the participation in the auctions by suppliers not only in Columbia but in the other major utilities as well. For each auction, each supplier must study the market, consumption patterns, transmission delivery, supply options, and utilize the same skilled personnel to make bids in each auction. Mr. Parisi believed that if the Amended Stipulation were to be approved, it would have the effect of reducing the closing SCO price. However, the bidding information session for the Columbia 2013 auction is set for January 8, 2013.[54] OGMG and RESA respectfully request that the Commission act expeditiously to approve the Amended Stipulation and at the very least rule expeditiously on the SCO auction goals, objectives, timing and one calendar; the SCO supplier security requirements; the SCO supplier payments; the Columbia Capacity Contracts; the Capacity Allocation Process; the Daily Nominations-Demand and/or Supply Curves; Off-System Sales and Capacity Release; and Enhancements to Billing for Competitive Retail Natural Gas Suppliers.[55]

E. OPAE's arguments are not well made and should be rejected.

It is anticipated that OPAE may cite in its brief to the "shadow billing data"[56] alleging that customers served through bilateral contracts had been paying hundreds of millions of dollars more for service than those of the SSO or SCO. In addition to the reasons advanced by Mr. Parisi, there are many reasons why the "shadow billing data" cannot be accepted or relied upon.

[53] Columbia Ex. 7, pp. 4-5.
[54] RESA/OGMG Ex. 4, pp. 4-5.
[55] Columbia Ex. 7, p. 5.
[56] OPAE Ex. 2, p. 21 and Exhibit SH-7.

Unlike a business record that is required to be kept in the normal course of business, the shadow billing data is not a study required by the PUCO to be kept. Thus, there is no circumstantial guarantee of trustworthiness with respect to this data. Columbia did compile the data, but Mr. Brown testified that shadow billing is a comparison of what customers under the CHOICE program actually paid and what they might have been paid under service from Columbia.[57] He explained that there are many variables in different circumstances and changes in programs over the years that would have to be included or reflected in that calculation to make it accurate.[58] The basis for any comparison must begin with whether the amount paid in CHOICE was for the same kind of service as the default service. No one has presented any testimony in this record to explain how the shadow billing study was performed and if it was accurate. This includes OPAE witness Harper who testified she had not seen any work papers or even the basic formulas that went into deriving the shadow billing numbers; nor had she verified any of the shadow billing numbers.[59]

It must also be remembered that the shadow billing compiled from April of 1997 through April of 2012 is a comparison with Gas Cost Recovery numbers with CHOICE billings – not the SCO or the SSO. Thus, the bulk of the shadow billings number are irrelevant because the SSO and the SCO have only been implemented since April 2010. The shadow billing data is a comparison of what customers under the CHOICE program paid and what they might have paid under service from Columbia.[60] Thus, the shadow billing data reflects sales tax payments. Claiming sales tax savings as a benefit was presented by OPAE in the last Columbia alternative rate proceeding. The Commission has made it clear in that case that it does not sit in judgment

[57] Tr. II, 52.
[58] Tr. II, 52-53.
[59] Tr. III, 313-314.
[60] Tr. II, 52.

on the state legislature's decisions regarding tax policy; therefore, any comparison must be made on a pre-tax basis.[61]

OPAE's exhibit SH-7 (the raw shadow billing discovery response to OCC) had 192 months (16 years) listed. 15.5 years of the 16 years were under the GCR and are irrelevant, as no one advocates returning to the GCR. Two years are under the SSO, but that data contains the sales tax receipts and thus it cannot be considered. This leaves us with only six months of shadow billing data for the SCO. Further, none of the six remaining months are during the heating season when CHOICE customers make most of their purchases. Even if the shadow billings did show savings, which it does not, there is simply insufficient SCO shadow billing data upon which to make an accurate comparison. The Commission must reject the shadow billing data.

OPAE may also argue that by granting the Joint Motion the Commission will artificially limit competitive options available to customers. This is not true. The Joint Movants are simply proposing that the SCO be replaced with the Monthly Variable Rate ("MVR"). Approximately 85 percent of the SCO price and approximately 85 percent of the MVR are based on the NYMEX price. There is simply no reason to believe that the remaining 15 percent or basis will necessarily be at a higher cost for the MVR than it would be for the SCO. In fact, there are currently multiple variable offers that are lower than the SCO current price. Indeed, OPAE witness Harper confirmed that both Volunteer and XOOM have lower monthly variable rate prices than the SCO.[62] The evidence simply does not support the argument that by granting the Joint Motion, the Commission will be limiting competitive options but will be increasing them. This argument must be rejected.

---

[61] See Columbia Gas of Ohio, Case No. 08-1344-GA-EXM, Opinion and Order, September 7, 2011 at 12.
[62] Tr. III, 310.

OPAE may state that the $0.06/Mcf proposed charge will be a cost to suppliers that win SCO tranches and thus increase the cost to retail customers. The structure of the Stipulation though is such that the full value of the SCO fee will be realized by retail customers. As Mr. Parisi explained in his direct testimony, this fee on the anticipated load won in the auction in advance of providing the service would provide sufficient collateral to cover the possible costs/expenses resulting from an SCO supplier default. Thus, SCO customers will benefit if an SCO supplier defaults as funds will be available to cover the cost of SCO service without changing the SCO rates. If there is no SCO default then the retail customers still benefit for the whole value of the SCO fee as the remaining amount after default costs flow through Rider CSRR to offset the costs of additional education, gathering information from consumers, surveys and other IT programming costs needed to ensure continued default service.[63]

Finally, OPAE may argue that educating customers on CHOICE and exiting the merchant function benefits only marketers and that these expenses should be borne by marketers and not by customers. . The cost of the education program is funded through the Rider CSRR, and as Mr. Parisi pointed out, the education program is not for the benefit of the shopping customer as they will not be using the default service and they know how to shop. The education program is for the non-shopping customer and thus it is appropriate to have that funded via the SCO process.

Shopping customers do not need to be educated because they already know how to shop. Educating default customers on CHOICE and exiting the merchant function benefits default customers only, not shopping customers.

[63] RESA/OGMG Ex. 3, p. 19.

F. Hess Corp.'s arguments are premature and do not merit rejection of the Stipulation.

Hess does not object to the Choice commercial customers being moved to the MVR system when the 70% of the Choice commercial customers are shopping. In that regard, Hess is in line with the Stipulation. Hess believes that residential customers are not as sophisticated as commercial customers and thus the trigger percentage should be higher[64]. While the proper exit trigger can be debated, and parties may differ, at this time the issue is premature for purposes of this proceeding. The Stipulation does not call for the SCO to be replaced for residential customers when residential shopping reaches 70%. In fact, the Stipulation prohibits Columbia from filing until the 70% shopping level has reached and maintained for 3 consecutive months At that time Columbia may file to change the SCO and if they do there will be both public and evidentiary hearings and a 22 month delay to allow information to be gathered and analyzed concerning the Choice commercial experience. Without the Stipulation, Columbia could file for a residential exit tomorrow[65]. Thus, if anything the residential 70% threshold brings certainty -- not uncertainty -- to the SCO process for the upcoming auctions[66].

Hess also objects to the SCO $.06 cent per Mcf fee. While Hess does not dispute the fact that both shopping and non-shopping customers alike pay for the auction, Hess believes the costs are minimal and do not arise to $.06 per Mcf. This is at odds with Mr. Parisi's testimony that value of the SCO services are greater than $.10 per Mcf[67]. No cost of service studies were done as to the SCO fee, but fact that shopping customers via base rates pay for Columbia to supply the customer acquisition costs including the auction, and all the customer services which

[64] Hess Ex. 1, pp. 8-9.
[65] Tr. II, 69-70. The cross examination of Mr. Brown indicated that there is nothing in the existing alternative rate plan that would prevent a filing for a residential exit now, and if the Stipulation was rejected, nothing would prevent Columbia from filing in the future without the trigger and 22 month delay.
[66] Hess Ex. No. 1, p. 15. Hess indicates that having the 70% threshold restraint causes uncertainty and could lead to higher prices.
[67] RESA/OGMG Ex. 3, p. 20.

Competitive Retail Natural Gas suppliers must supply, it is reasonable to have the value of these services picked up as part of the SCO process. As noted in the Apples to Apples chart[68] issued November 27, 2012 the SCO cost of natural gas was $.5226 per Ccf or $5.226 per Mcf. So the SCO fee is approximately 1%. Given the difficulty of separating out the value of the services, the relatively small impact and the fact that any of the $.06 cents per Mcf SCO fee which is not directly used to offset an SCO supplier default will flowed through to the benefit of all customers via Rider CSRR it is a reasonable compromise.

IV. CONCLUSION

The Joint Motion is authorized by Section 4929.08(A), Revised Code. It comports with Ohio's Natural Gas Policy as set forth in Section 4929.02(A), Revised Code. Granting the Joint Motion will also produce immediate and long-term benefits that are in the public interest. The Amended Stipulation meets the Commission's three-pronged test for evaluating Stipulations and should be approved expeditiously.

Respectfully submitted,

/s/

M. Howard Petricoff
Stephen M. Howard
VORYS, SATER SEYMOUR AND PEASE LLP
52 East Gay Street
P.O. Box 1008
Columbus, Ohio 43216-1008
mhpetricoff@vorys.com
smhoward@vorys.com

Counsel for Ohio Gas Marketers Group and Retail Energy Supply Association

[68] Dominion Retail Ex. No. 1

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served by electronic mail on the following persons this 11th day of December, 2012.

/s/

M. Howard Petricoff

Stephen B. Seiple
Brooke E. Leslie
Columbia Gas of Ohio, Inc.
200 Civic Center Drive
P. O. Box 117
Columbus, Ohio 43216-0117
sseiple@nisource.com
bleslie@nisource.com

Larry S. Sauer
Joseph P. Serio
Office of the Ohio Consumers' Counsel
10 West Broad Street, Suite 1800
Columbus, Ohio 43215-3485
sauer@occ.state.oh.us
serio@occ.state.oh.us

Stephen Reilly
Attorney General's Office
Public Utilities Commission Section
180 E. Broad Street, 9th Floor
Columbus, Ohio 43215-3793
Stephen.reilly@puc.state.oh.us

M. Howard Petricoff
Vorys, Sater, Seymour and Pease LLP
52 East Gay Street
P.O. Box 1008
Columbus, Ohio 43216-1008
mhpetricoff@vorys.com

Barth E. Royer
Bell & Royer Co. LPA
33 South Grant Avenue
Columbus, Ohio 43215-3927
barthroyer@aol.com

Dane Stinson
Bailey Cavalieri
10 West Broad Street
Columbus, Ohio 43215
Dane.Stinson@BaileyCavalieri.com

Matthew White
Interstate Gas Supply
6100 Emerald Parkway
Dublin, Ohio 43016
mswhite@igsenergy.com

Joseph Clark
Direct Energy Services
6641 North High Street
Worthington, Ohio 43085
joseph.clark@directenergy.com

John L. Einstein
Volunteer Energy Services
7900 Windmiller Drive
Pickerington, Ohio 43147
jeinstein@volunteerenergy.com

A. Brian McIntosh
McIntosh & McIntosh
1136 Saint Gregory Street
Cincinnati, Ohio 45202
brian@mcintoshlaw.com

M. Anthony Long
Honda of America Mfg.
24000 Honda Parkway
Marysville, Ohio 43040
Tony.long@homda.com

David C. Rinebolt
Ohio Partners for Affordable Energy
231 West Lima Street
Findlay, OH 45840
drinebolt@ohiopartners.org