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October 5, 2009

Clerk
Public Utilities Commission of Ohio
180 East Broad Street, 13th Floor
Columbus, Ohio 43215

RE: *The Manchester Group, LLC v. Columbia Gas of Ohio, Inc.*,
PUCO Case No. 08-360-GA-CSS

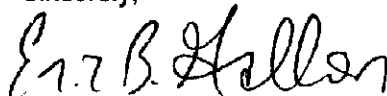
Dear Sir or Madam:

Attached please find an original and ten copies of the Answer and Affirmative Defenses of Columbia Gas of Ohio, Inc. to The Manchester Group, LLC's First Amended Complaint, for filing in the above-named case. Please provide one time-stamped copy of the Answer to the messenger who has delivered this letter.

Counsel for the Manchester Group, LLC ("Manchester") served the undersigned counsel for Columbia Gas of Ohio, Inc. ("Columbia") with a signed, final copy of Manchester's unredacted First Amended Complaint via regular U.S. mail on September 11, 2009. The rules of the Public Utilities Commission of Ohio ("Commission") provided Columbia with twenty days to file an answer to Manchester's First Amended Complaint. See Rule 4901-9-01(B), O.A.C. Because Manchester served Columbia via mail, three days were added to Columbia's answer date. See Rule 4901-1-07(B), O.A.C. Because that extended response date, October 4, was a Sunday, Columbia's memorandum contra is due today, October 5. See Rule 4901-1-07(A), O.A.C. Manchester's counsel indicated, in an e-mail dated September 30, 2009, that "Manchester does not object to an October 5 deadline to answer Manchester's Amended Complaint."

Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,



Eric B. Gallon

cc: John W. Bentine, Counsel for The Manchester Group, LLC
Matthew S. White, Counsel for The Manchester Group, LLC
Joseph M. Clark, Counsel for Vectren Retail, LLC
Lawrence K. Friedeman, Counsel for Vectren Retail, LLC
Joseph P. Serio, Office of the Ohio Consumers' Counsel

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**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Complaint of)	
The Manchester Group, LLC,)	
)	
Complainant,)	
)	
v.)	Case No. 08-360-GA-CSS
)	
Columbia Gas of Ohio, Inc.,)	
)	
Respondent.)	
)	

**ANSWER AND AFFIRMATIVE DEFENSES OF
COLUMBIA GAS OF OHIO, INC.
TO THE MANCHESTER GROUP, LLC'S
FIRST AMENDED COMPLAINT**

Now comes the Respondent, Columbia Gas of Ohio, Inc. ("Columbia"), and files its Answer to the First Amended Complaint filed herein on September 11, 2009, by The Manchester Group, LLC ("Manchester"):

Parties

1. Columbia admits that Manchester is an Ohio limited liability company with its principal place of business located in Dublin, Ohio, and that Manchester provides utility line warranty products and services, including inside and outside natural gas line protection. Columbia states that it has insufficient knowledge or information to form a belief as to the truth of the remaining allegations in numbered Paragraph 1 of the First Amended Complaint.
2. Columbia admits the allegations in numbered Paragraph 2 of the First Amended Complaint.

3. Columbia admits the allegations in numbered Paragraph 3 of the First Amended Complaint.

4. Columbia admits the allegations in numbered Paragraph 4 of the First Amended Complaint.

Jurisdiction

5. Columbia denies the allegation in numbered Paragraph 5 of the First Amended Complaint.

Background

6. Columbia admits that many residential consumers in Ohio use natural gas to heat their homes. Columbia also admits that many commercial and industrial customers use natural gas to support the operation of their businesses. Columbia states that it does not have a "defined" service territory in the manner that other public utilities, such as electric light companies or telephone companies, have established service territories. Columbia denies any and all other allegations in numbered Paragraph 6 of the First Amended Complaint.

7. Columbia denies that the referenced tariff provisions currently govern, in any respect, Columbia's billing practices. Columbia admits that some billing practices are within the jurisdiction of the Public Utilities Commission of Ohio ("Commission"). Columbia denies any and all other allegations in numbered Paragraph 7 of the First Amended Complaint.

8. Columbia admits that it bills to and collects from its customers its tariffed rates for the natural gas delivery services that it provides to those customers, and that those services and the manner in which Columbia bills and collects for them are subject to the Commission's regulations. Columbia states that its natural gas delivery service customers purchase and pay for those services and denies that those customers purchase or pay for any particular costs that

Columbia might incur in order to provide such services. Columbia denies any and all other allegations in numbered Paragraph 8 of the First Amended Complaint.

9. Columbia admits that its bills include charges for service, delivery, gas supply cost, and other fees related to the provision of natural gas services. Columbia denies any and all other allegations in numbered Paragraph 9 of the First Amended Complaint.

10. Columbia admits that its bills include charges related to the supply of natural gas, whether by Columbia or by a Certified Retail Natural Gas Supplier participating in the Columbia CHOICESM Program. Columbia denies any and all other allegations in numbered Paragraph 10 of the First Amended Complaint.

11. Columbia admits the allegations in numbered Paragraph 11 of the First Amended Complaint.

12. Columbia admits that the warranty products and services offered by Columbia Retail Services (CRS) are not within the Commission's jurisdiction for natural gas products and services.

13. Columbia admits that it provides bill space to Columbia Service Partners (CSP) for certain of its warranty products and services. Columbia further admits that CSP was once a NiSource affiliated company.

14. Columbia admits that Columbia Energy Group ("CEG") was a parent company of Columbia in 2002 and that CEG sold CSP. Columbia denies the remaining allegations in numbered Paragraph 14 of the First Amended Complaint.

15. Columbia denies that there was a sales agreement between CEG and Utility Service Partners (USP). Columbia admits that it agreed to provide billing services for CSP and include certain of CSP's warranty products and services on Columbia's customer bills.

Columbia admits the remaining allegations in numbered Paragraph 15 of the First Amended Complaint.

16. Columbia admits the allegations in numbered Paragraph 16 of the First Amended Complaint.

17. Columbia denies the allegations in numbered Paragraph 17 of the First Amended Complaint.

18. Columbia admits the allegations in numbered Paragraph 18 of the First Amended Complaint, but only with regards to products or services that are competitive to the specified "Covered Products and Services."

19. Columbia admits that the referenced agreement requires, with some limitations, the specified companies to provide the specified information to the specified recipient at the specified prices.

20. Columbia denies the allegations in numbered Paragraph 20 of the First Amended Complaint.

21. Columbia admits the allegations in numbered Paragraph 21 of the First Amended Complaint.

22. Columbia denies that all customers who purchase CRS or CSP products always are billed on a monthly interval. Columbia admits the remaining allegations in numbered Paragraph 22 of the First Amended Complaint.

23. Columbia admits that it includes charges, which may be monthly or on a different interval, for CRS and some CSP products and services on customers' monthly Columbia bills, including a line item (or lines) identifying the charge as either CSP or CRS.

24. In response to numbered Paragraph 24 of the First Amended Complaint, Columbia states that it lacks knowledge regarding Manchester's warranty products and services, its relationship with natural gas customers in Columbia's service territory, or its familiarity with Columbia's billing practices and, on that basis, denies the allegations in numbered Paragraph 24.

25. Columbia denies that there is an Exhibit A attached to Manchester's First Amended Complaint. Columbia admits the remaining allegations in numbered Paragraph 25 of the First Amended Complaint.

26. Columbia admits the allegations in numbered Paragraph 26 of the First Amended Complaint.

27. Columbia denies the assertion that USP is incorporated in Pennsylvania. Columbia further denies that CSP was sold to USP. Columbia admits the remaining allegations in numbered Paragraph 27 of the First Amended Complaint.

28. Columbia denies that USP licensed the use of the name Columbia Service Partners. Columbia admits that USP operates in Ohio and Pennsylvania. Columbia states that it has insufficient knowledge or information to form a belief as to the truth of the remaining allegations in numbered Paragraph 28 of the First Amended Complaint.

29. Columbia denies the allegations in numbered Paragraph 29 of the First Amended Complaint.

30. Columbia admits that its billings must comply with its tariff and Ohio law. Columbia denies the remaining allegations in numbered Paragraph 30 of the First Amended Complaint.

First Claim

31. In response to numbered Paragraph 31 of the First Amended Complaint, Columbia incorporates by reference, as if fully restated, the admissions, denials, and statements of numbered Paragraphs 1-30.

32. Columbia denies the allegations in numbered Paragraph 32 of the First Amended Complaint.

33. Columbia denies the allegations in numbered Paragraph 33 of the First Amended Complaint.

Second Claim

34. In response to numbered Paragraph 34 of the First Amended Complaint, Columbia incorporates by reference, as if fully restated, the admissions, denials, and statements of numbered Paragraphs 1-33.

35. Columbia denies the allegations in numbered Paragraph 35 of the First Amended Complaint.

36. Columbia denies the allegations in numbered Paragraph 36 of the First Amended Complaint.

Third Claim

37. In response to numbered Paragraph 37 of the First Amended Complaint, Columbia incorporates by reference, as if fully restated, the admissions, denials, and statements of numbered Paragraphs 1-36.

38. Columbia denies the allegations in numbered Paragraph 38 of the First Amended Complaint.

39. Columbia denies the allegations in numbered Paragraph 39 of the First Amended Complaint.

40. Columbia denies the allegations in numbered Paragraph 40 of the First Amended Complaint.

41. Columbia denies the allegations in numbered Paragraph 41 of the First Amended Complaint.

Fourth Claim

42. In response to numbered Paragraph 42 of the First Amended Complaint, Columbia incorporates by reference, as if fully restated, the admissions, denials, and statements of numbered Paragraphs 1-41.

43. Columbia denies the allegations in numbered Paragraph 43 of the First Amended Complaint.

44. Columbia denies the allegations in numbered Paragraph 44 of the First Amended Complaint.

45. Columbia denies the allegations in numbered Paragraph 45 of the First Amended Complaint.

46. Columbia denies the allegations in numbered Paragraph 46 of the First Amended Complaint.

47. Columbia denies the allegations in numbered Paragraph 47 of the First Amended Complaint.

Columbia denies that Manchester is entitled to any of the relief requested in its prayer therefor.

Affirmative Defenses

48. The Commission lacks jurisdiction over the claims in the First Amended Complaint.

49. Columbia has complied with all applicable Ohio Statutes, the Commission's Rules and Regulations, and Columbia's Tariff, particularly the billing requirements contained in OAC Sections 4901:1-13-11 and 4901:1-29-12.

50. Manchester has failed to state reasonable grounds for complaint against Columbia as required by Ohio Revised Code §4905.26.

Prayer for Relief

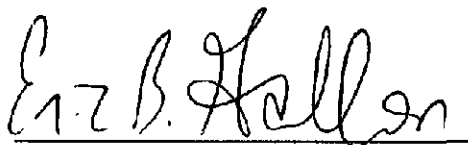
WHEREFORE, Respondent Columbia Gas of Ohio, Inc. respectfully requests:

That the Commission find that the First Amended Complaint states no reasonable grounds for complaint;

That the Commission find Complainant is entitled to none of the relief it requested; and

That the First Amended Complaint be dismissed.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Eric B. Gallon", written over a horizontal line.

Daniel R. Conway (Counsel of Record)
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Attorneys for Respondent
COLUMBIA GAS OF OHIO, INC.

CERTIFICATE OF SERVICE

I hereby certify that on this 5th day of October, 2009, a true and accurate copy of the foregoing Answer and Affirmative Defenses of Columbia Gas of Ohio, Inc. to The Manchester Group, LLC's First Amended Complaint was served by First-Class United States Mail, postage prepaid, upon the following:

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*Counsel for Complainant The Manchester
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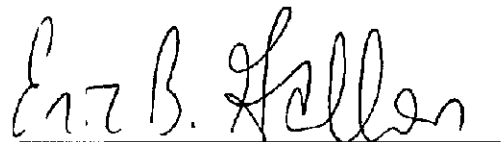
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Eric B. Gallon