



Office of the Ohio Consumers' Counsel

Your Residential Utility Consumer Advocate

Janine L. Migden-Ostrander
Consumers' Counsel

August 23, 2010

Renee Jenkins, Secretary
Public Utilities Commission of Ohio
Docketing Division
180 East Broad Street, 11th Floor
Columbus, Ohio 43215-3793

RECEIVED-DOCKETING DIV
2010 AUG 23 AM 11:04
PUCO

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

Dear Ms. Jenkins

On July 29, 2010, the Manchester Group, LLC. ("Manchester") filed a Notice Of Voluntary Dismissal Without Prejudice Of Its First Amended Complaint, in the above-referenced docket. Previously, by Entry dated June 5, 2009, the Office of the Ohio Consumers' Counsel ("OCC") had been granted intervention in the case. In addition another party, Vectren Retail, LLC d/b/a Vectren Source ("Vectren Source") was also granted intervention.

The OCC recognizes Manchester's right to withdraw its own Complaint. However, as an intervenor in the case, with an interest in ensuring that all marketers have equal access to the Columbia Gas of Ohio, Inc. billing system,¹ the OCC does have some concerns that the Public Utilities Commission of Ohio ("PUCO") should consider along with Manchester's request.

First, the OCC is concerned with the fact that within a week of Manchester filing to withdraw its Complaint,² that Manchester's affiliate Interstate Gas supply ("IGS") filed a Notice of Material Change informing the PUCO that IGS had entered into a licensing agreement with the parent company of Columbia Gas -- Nisource Corporate Service Company ("Nisource") which included IGS using the Columbia Gas name and logo in the Columbia Gas service territory. IGS would use the name Columbia Retail Energy.

¹ This position was supported by Manchester in its December 8, 2008 Memorandum in support of OCC Motion to Intervene.

² In its Complaint, Manchester sought to be able to pay Columbia to provide billing service, including bill inserts to advertise the services Manchester offers. However, Columbia currently only provides access to its billing services to its affiliate.

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
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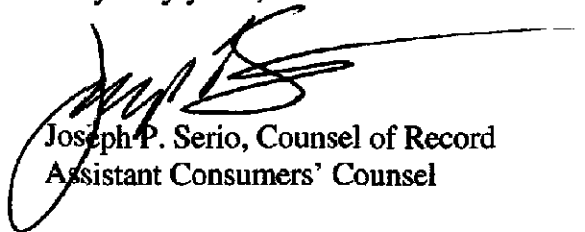
To the extent that there is any connection whatsoever between the two cases, then there is a concern that Manchester -- perhaps through the IGS licensing agreement -- might be able to get access to the Columbia Gas billing system under more favorable terms and conditions not afforded other interested -- Marketers, thus affording it a competitive advantage.

A second concern is the lack in transparency that arises should Manchester and Columbia Gas resolve this matter outside the context of a PUCO proceeding. The PUCO should require that any ultimate agreement between Manchester and Columbia Gas that provides Manchester access to the Columbia billing system should be publicly filed in the above-referenced docket. This requirement would help ensure the transparency of any such agreement. It would also help ensure that other interested Marketers would be afforded similar treatment. Moreover, such a filing would help the PUCO ensure that Manchester does not receive any preferential terms and conditions in connection with access to Columbia Gas services and facilities that are paid for by residential customers.

The OCC urges the PUCO to consider these matters and to act in a manner that ensures transparency and fairness, if the Manchester Complaint is dismissed.

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "JP Serio", is written over the typed name and title.

Joseph P. Serio, Counsel of Record
Assistant Consumers' Counsel

cc: Parties of Record