BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Joint Motion to	)	
Modify the December 2, 2009 Opinion	)	Case No. 12-2637-GA-EXM
and Order and the September 7, 2011	)	
Second Opinion and Order in Case No.	)	
08-1344-GA-EXM	)	

COMMENTS
BY
THE OFFICE OF THE OHIO CONSUMERS' COUNSEL

BRUCE J. WESTON
OHIO CONSUMERS' COUNSEL

Larry S. Sauer, Counsel of Record
Joseph P. Serio
Assistant Consumers' Counsel

Office of the Ohio Consumers' Counsel
10 West Broad Street, 18th Floor
Columbus, Ohio 43215
(614) 466-1312 (Sauer)
(614) 466-9565 (Serio)
sauer@occ.state.oh.us
serio@occ.state.oh.us

November 5, 2012

TABLE OF CONTENTS

Page

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Joint Motion to	)	
Modify the December 2, 2009 Opinion	)	Case No. 12-2637-GA-EXM
and Order and the September 7, 2011	)	
Second Opinion and Order in Case No.	)	
08-1344-GA-EXM	)	

COMMENTS
BY
THE OFFICE OF THE OHIO CONSUMERS' COUNSEL

I. INTRODUCTION

On October 4, 2012, natural gas marketers and Columbia Gas of Ohio, Inc. ("Columbia" or "Utility") filed a settlement where -- without any consumer participation -- they allowed each other to achieve their financial objectives at the expense of Ohioans. How expensive might their settlement be to Ohioans? One measure is that, since the inception of customer choice for natural gas suppliers, Ohioans have paid marketers more than $865 million[1] above Columbia's arranged default rate (Gas Cost Recovery/Standard Service Offer/Standard Choice Offer).

Under the Stipulation, Columbia's arranged rate (currently the Standard Choice Offer) that has provided customers the lower priced option, to the extent of $865 million over the years, would be on a course for elimination (technically known as an "exit" from Columbia's merchant function). The Stipulation states that: "[t]he Parties agree that

[1] See Attachment A, Columbia response to OCC Request to Produce No. 65.

Columbia will exit the merchant function if participation in Columbia's CHOICE program meets specified thresholds."[2]

The settlement was filed by the following parties on the same day that they initiated this case: Columbia Gas of Ohio, Inc. ("Columbia" or "Utility"), the Ohio Gas Marketer Group ("OGMG"),[3] Retail Energy Supply Association ("RESA"),[4] Dominion Retail, Inc. and the Staff of the Public Utilities Commission of Ohio ("Commission" or "PUCO"). Together, this group is proposing how to terminate an extremely successful program for reducing the rates that Ohio consumers pay for natural gas. It is unfortunate.

Their Stipulation and Recommendation ("Stipulation" or "Settlement") therefore addresses one of the most significant consumer issues in natural gas regulation today -- whether customers will continue to have the option of purchasing their natural gas through the Utility. In this regard, the Settlement allows Columbia, upon the achievement of a certain Choice participation threshold and as early as April 1, 2014, to exit from its merchant function role for non-residential customers in the Utility's service territory.

Moreover, on October 4, 2012, Columbia, PUCO Staff and the Marketers jointly filed a motion to modify earlier Orders that granted an exemption. The earlier orders granted Columbia an exemption from regulation of natural gas services and goods under

---

[2] Stipulation at 5 (October 4, 2012) (emphasis added).

[3] The Ohio Gas Marketers Group for purposes of this proceeding includes Constellation NewEnergy, Inc., Direct Energy Services, LLC, Direct Energy Business, LLC, Interstate Gas Supply, Inc., Integrys Energy, Inc., Just Energy Group, Inc. and SouthStar Energy LLC.

[4] RESA's members include Champion Energy Services, LLC; ConEdison*Solutions*; Constellation NewEnergy, Inc.; 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; TransCanada Power Marketing Ltd. and TriEagle Energy, L.P.

Chapters 4905 and 4909 of the Revised Code. The Joint Movants seek to modify the earlier Orders to put in place a framework that provides Columbia's potential exit from the merchant function. The "exit," as it has become known, would result—if it occurs—in customers no longer having the option of buying natural gas from a utility-provided default service -- in this case the Standard Choice Offer ("SCO").

On October 5, 2012, OCC filed a Motion to Intervene. On October 9, 2012, Hess Corporation ("Hess") filed a Motion to Intervene and a Memorandum Contra the Joint Motions. Hess is an SCO Supplier, in the class of suppliers not favored by the Stipulation. For its part, Hess stated in its Motion to Intervene that that 70% is too low a threshold.[5] According to Hess, if Columbia, the PUCO Staff and the Marketers were to actually proceed with an exit for residential customers under that metric, approximately 360,000[6] customers would be forced to become Choice customers. Hess opposes the Stipulation and makes points favorable to continuing the auctions.

Ohio Partners for Affordable Energy ("OPAE") intervened on October 10, 2012. OPAE stated: Removing the SCO competitive option as a choice available to customers is not only costly to customers, it also is counter to the policy of the State of Ohio that promotes the availability to consumers of natural gas services that provide the customers with supplier, price, terms, conditions, and quality options they elect to meet their respective needs. Revised Code Section 4929.02(A)(2). The Commission should not remove competitive options available to consumers.[7]

---

[5] Hess Corporation Motion to Intervene at 6 (October 11, 2012).

[6] See also Hess Corporation's Motion to Intervene at 5 ((October 9, 2012). (1.2 million Columbia customers x .30 (percentage of remaining SCO customers) = 360,000 customers.)

[7] OPAE Motion to Intervene at 6 (October 10, 2012).

The Ohio Schools Council and the Northeast Ohio Public Energy Council ("NOPEC") filed for intervention on October 25, 2012. They previously stated their non-opposition to the Settlement. And Stand Energy Corporation ("Stand") intervened on October 23, 2012. Stand stated: "[p]erhaps Ohio should not be so quick to throw out an auction process that has been universally lauded as a success by both residential and commercial customers and their respective interest groups. Stand submits it is not broken – don't try to fix it."[8] To date, no party that actually represents customers has indicated support for the Joint Motion.

On October 11, 2012, OCC and OPAE filed a Memorandum Contra to the Joint Motions filed by Columbia, the PUCO Staff and the Marketers. On October 18, 2012, the Attorney Examiner issued an Entry ("October 18 Entry") which established an expedited procedural schedule. The October 18 Entry provided interested parties with the opportunity to file a Memorandum Contra to the Joint Motions and/or Comments on November 5, 2012.[9] On October 23, 2012, OCC and OPAE filed an Interlocutory Appeal asking for modifications of certain aspects of the October 18 Entry so as to improve the procedures in this case.

OCC herein files Comments to the Joint Motion to Modify Orders Granting Exemption.

II. COMMENTS

On October 11, 2012, OCC and OPAE filed a Memorandum Contra to the Joint Motion to Modify Orders Granting Exemption. Columbia, PUCO Staff and the

[8] Stand Motion to Intervene at 2 (October 23, 2012).

[9] October 18 Entry at 4.

Marketers are seeking to eventually remove the option for commercial (non-residential) and residential customers to purchase their natural gas through the Utility. In the Memorandum Contra, OCC and OPAE explained how the requested modifications to the Exemption Orders do not meet the requirements of R.C. 4929.08. Those arguments are incorporated herein.

In addition, OCC herein supplements the arguments made in its Memorandum Contra to oppose the Stipulation and Recommendation filed by Columbia, PUCO Staff and the Marketers on October 4, 2012. The standard of review for consideration of a stipulation has been discussed in a number of Commission cases and by the Ohio Supreme Court. As the Ohio Supreme Court stated in *Duff*:

> A stipulation entered into by the parties present at a commission hearing is merely a recommendation made to the commission and is in no sense legally binding upon the commission. The commission may take the stipulation into consideration, but must determine what is just and reasonable from the evidence presented at the hearing.[10]

The Court in *Consumers' Counsel* considered whether a just and reasonable result was achieved with reference to criteria adopted by the Commission in evaluating settlements:

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?

3. Does the settlement package violate any important regulatory principle or practice?[11]

In evaluating the settlement in this case, the Commission should conclude that the Stipulation cannot pass the three-prong test. If this settlement -- with no consumer

---

[10] *Duff v. Pub. Util. Comm*. (1978), 56 Ohio St.2d 367.

[11] *Consumers' Counsel*, 64 Ohio St.3d at 126, 592 NE 2d at 1373.

support -- and on the important issue of rates for natural gas service -- can pass the PUCO's three-prong test, then the test itself is flawed and should be improved or discarded.

A. The Settlement Fails the PUCO's Test Because It Is Not The Product of Serious Bargaining and It Lacks a Sufficient Diversity of Interest.

The first prong of the PUCO's test in not satisfied. The Signatory Parties to the Stipulation lack the support of any customer representatives. The Settlement lacked a sufficient restraint—in the form of obtaining OCC's signature—on the marketers' interests and Columbia's interest in furthering their business models. .And the PUCO's three-prong standard for settlements that are not signed by all parties invites this result because it unfortunately and unfairly offers to those who do sign an advantage (against other parties) in obtaining approval of their proposals that will be considered as a package.

Under the facts in this case, the Commission has been presented a Stipulation that resolves issues that affect the financial interests of the Utility's customers. The limited participation in this Stipulation, without any signing by a consumer representative, should give the Commission pause sufficient for rejecting the settlement. In the 08-1344-GA-EXM Case, the signatory parties on the Stipulation were many: Columbia, PUCO Staff, OCC, OGMG, Dominion Retail, Inc., OPAE, Energy, DTE Energy Trading, Inc., Timken Company, Glen Gery Corporation, Honda of America, Inc., Northwest Ohio Aggregation Coalition, Ohio Energy Group, Ohio Farm Bureau Federation, Ohio Schools Council, Stand Energy Corporation, Proliance Energy, LLC, the National Energy Marketers Association and Walmart Stores, Inc.

There was a much greater diversity of participation in the 08-1344-GA-EXM Case that included residential, farm, commercial, and industrial customer participation. Governmental aggregation, a council of schools, and low-income weatherization providers were also among the signatory parties. Here, the component that the settlement be representative of the numerous stakeholders is missing from the Stipulation filed in this case.

B. The Settlement Fails the PUCO's Test Because It Does Not Benefit Customers and is Not in the Public Interest.

1. The Stipulation Would Benefit Customers and Be in the Public Interest if it Preserved the SCO Option (Instead of Seeking to End It) For Reasons Including That Choice Customers Have Paid Approximately $865 Million More for Choice Program Service Than the Alternative GCR, SSO or SCO Rates Since 1997.

Columbia, PUCO Staff and the Marketers are on a course intended to ultimately result in Columbia exiting its merchant function responsibilities. The Stipulation states: "The Parties agree that Columbia will exit the merchant function if participation in Columbia's CHOICE program meets specified thresholds."[12] Leaving customers without the SCO option as a choice for acquiring their natural gas commodity may ultimately cost customers many millions of dollars more than customers otherwise would need to pay for natural gas.

Since the inception of the Choice Program in 1997, Columbia has maintained a Shadow Bill program that tracks both individual customer and total customer savings or losses comparing the Choice Program rate to the alternative GCR, SSO or SCO rate. To date, the Shadow Bill program shows that Columbia's customers have cumulatively paid

[12] Stipulation at 5 (October 4, 2012).

$865 million more for the Choice Program than they would have paid had they taken service under the alternative GCR, SSO or SCO rate.[13]

A closer review of Columbia's Shadow Bill data also indicates that on a monthly basis customers have lost money -- or paid higher Choice Program rates than the alternative GCR, SSO or SCO rate in every month from August 2004 to present, except for four months.[14] Even more concerning is the fact that most of the savings achieved by customers participating in the Choice Program occurred in the early years (1997-2001), with cumulative savings peaking in July 2001.[15] In light previously recognized the importance of studying the impacts from the transition from an SSO to an SCO, the importance of the impact of a complete exit from the Merchant function is of even more critical. So having the SCO is a "benefit" for customers. It's a benefit that has saved customers a lot of money. The fact that the Settlement is written to move customers away from the money-saving SCO means that the settlement fails to benefit customers and is not in the public interest. For these reasons, preserving the SCO is consistent The SCO is generally the lowest price option for consumers

For these reasons, preserving the SCO is consistent with state policy. R.C. 4920.02(A)(1) states: "It is the policy of the state to , throughout this state "Promote the availability to consumers of adequate, reliable **and reasonably priced natural gas services and goods."**[16] To take away what has generally been the low-cost option from

---

[13] See Attachment A, Columbia response to OCC Request to Produce No. 65.

[14] See Attachment A, Columbia response to OCC Request to Produce No. 65.

[15] See Attachment A, Columbia response to OCC Request to Produce No. 65.

[16] Emphasis added.

customers and leave them with the option that has cost them $865 million over the past 15- years cannot be reconciled with state policy and is not in the public interest.

2. The Proposed Change To The Billing For System Balancing Fee is not in the Public Interest Because the Modification Could Result In Customers Paying Twice For The Same Service.

Columbia, PUCO Staff and the Marketers propose a modification to the Exemption Orders that will modify the manner in which billing for balancing fees will be accomplished. Balancing fees are charged by Columbia for the recovery of costs incurred assuring that the customers' demands are sufficiently met by the Suppliers' natural gas deliveries. Columbia, PUCO Staff and the Marketers allege this modification is in the public interest. The Joint Motion states:

> The other substantive modifications to the Exemption Orders are also in the public interest. [1] Modifying the Balancing Fee, which is currently charged to Suppliers (and factored into Suppliers' charged rates), **to instead charge it directly to customers would improve transparency in the way marketers' rates are set**. [2] The proposed modifications would allow Columbia to upgrade its computer systems to allow for more varied and diverse marketing services.* * *.[17]

With regard to this modification, Columbia, PUCO Staff and the Marketers fail to address that in their rush to put this case before the Commission for a decision the implications of this modification have not been fully contemplated or appropriately addressed within the Stipulation. Therefore, Columbia's, PUCO Staff's and the Marketers' allegation that this modification is in the public interest is unfounded.

With regard to the modification to the balancing fee, the Stipulation states:

[17] Joint Motion Memorandum in Support at 9 (October 4, 2012) (emphasis added).

> The Balancing Fee will be reduced from $.32/Mcf to $.27/Mcf. The Balancing Fee will also be charged directly to customers instead of being charged to Suppliers.[18]

The reduction in the charge from $0.32 / Mcf to $0.27 / Mcf might appear on the surface to be a good modification for Columbia's customers. But there is a problem for customers. This charge is currently included in the SCO rate and in the rates paid by Choice and Aggregation customers. Thus, absent a corresponding decrease in the current rates that customers pay to SCO, Choice and Aggregation suppliers, such customers will be subject to being charged twice for the same balancing fee. This duplicative charge would appear once, as part of customers current Choice/Governmental Aggregation contracts that include the balancing charge, and then a second time as a direct charge from Columbia. That result is unreasonable and unfair to customers.

The modification can be addressed in future SCO auctions to assure that the bids exclude the cost of the balancing service, and customers will only be charged for this service once. However, in order to prevent this inappropriate outcome from harming Choice and Governmental Aggregation customers, there must not only be an opportunity for suppliers to modify existing contracts, but a PUCO requirement that current contracts be modified to reflect the reduced charges from Columbia. Neither the opportunity nor a PUCO requirement that Choice and Aggregation Suppliers reduce their current rates under contract to reflect the balancing charge no longer being applied to them by Columbia are included as part of the Stipulation in this case. Therefore, to the extent customers could be billed twice for the same service, this modification is not in the public interest.

---

[18] Stipulation at 3.

3. The Off-System Sales Revenue Sharing Mechanism is not in an adequate benefit for customers and is not in the Public Interest.

With regards to the off-system sales issue, the Commission should not lose sight of the customers' financial interests in this case. Under the Stipulation, Customers who did not sign the Stipulation are required to give up $60 million in off-system sales transaction revenues to Columbia. Because off-system sales revenues are generated using assets paid for in their entirety by customers, customers should receive the bulk of the revenues. Instead, the Stipulation diverts the bulk of these revenues to Columbia. In addition customers will be required to pay for upstream interstate pipeline capacity costs for capacity that may not be needed to serve customers and instead is used to help generate the off-system sales. And customers may ultimately be deprived of an SCO auction option despite its very favorable impact on their natural gas bills.

The off-system sales and capacity release revenue sharing mechanism has been an issue of significant importance to residential customers for a number of years. The reason is that those revenues are generated by the Utility using assets paid for in their entirety by customers. In the Stipulation in this case, the Utility is provided a cap of up to $60 million in off-system sales transaction revenues. This is significant level of revenues for Columbia to potentially retain, and is accomplished by essentially continuing the structure of the revenue sharing mechanism that was in place during the term of the 08-1344-GA-EXM Case Stipulation. The 08-1344-GA-EXM Stipulation awarded the additional off-system sales transaction revenues to Columbia as part of a quid-pro-quo in which customers received other benefits commensurate with the value of the of-system sales transaction revenues. There is no such exchange of value in this case. Instead, Columbia is merely being enriched by up to $60 million.

That structure results in Columbia retaining the majority of these revenues rather than returning the majority of these revenues to customers. In the 08-1344-GA-EXM Case Stipulation, OCC had negotiated for a more favorable sharing mechanism. That Stipulation stated:

> The OSS/CR Program's revenue sharing mechanism is limited to a three-year term (April 1, 2010 through March 31, 2013). **That mechanism does not continue unless agreed to by the OCC and the Staff. Absent an agreement on an extension of the OSS/CR Program's revenue sharing mechanism, the default mechanism is 80% of the revenues to customers and 20% to Columbia.** Columbia, Staff, or the OCC may petition the Commission for a change to the default mechanism, whereas the other Parties retain the right to oppose any such changes.[19] (Emphasis added).

Therefore, it is in the public interest for the Commission to approve a more favorable sharing mechanism to replace the existing sharing formula. The default formula that could be effective now would instead provide customers 80% of the off-system sales and capacity release revenues, as contemplated by the 08-1344-GA-EXM Stipulation.[20]

C. The Settlement Fails the PUCO's Test Because Stipulation Violates an Important Regulatory Principle.

1. The Stipulation Violates State Policy.

In order for the Stipulation to pass the Commission's standard for approving settlements it must not violate an important regulatory principle. However, this settlement violates state policy. In Columbia service territory, the SSO and the SCO auctions have produced prices that are extremely competitive in comparison to Choice Supplier offers. These auctions are consistent with Ohio policy. See R.C. 4929.02(A)(3) – "promote diversity of natural gas supplies and suppliers" -- R.C. 4929.02(A)(4) – "[e]courage

[19] *In the Matter of the Application of Columbia Gas of Ohio, Inc. for Approval of a General Exemption of Certain Natural Gas Commodity Sales Service*, Case No. 08-1344-GA-EXM, Stipulation at 8 (October 7, 2009).

[20] Id.

innovation and market access for cost-effective supply-…side natural gas services and goods" -- R.C. 4929.02(A)(6) – "[r]ecognize the continuing emergence of competitive natural gas markets…." – and, R.C. 4929.02(A)(8) – "[p]romote effective competition".

However, under the Stipulation, Columbia, PUCO Staff and the Marketers have put together a settlement package that provides a framework under which the SCO auction would be terminated as an option for Columbia's customers. As previously argued, the Choice Program has resulted in Columbia's customers paying nearly $865 million more than otherwise would have been charged under the GCR/SSO/SCO during the past 15- years. Therefore, the competitive forces that support the SSO and SCO auctions have been successful in providing just and reasonable prices to customers, as required by R.C. 4909.15 and R.C. 4929.01(A) O.R.C.

To the extent this Stipulation violates state policy, the Commission must find that the settlement violates an important regulatory principle and should not be approved.

2. The Security Charge to SCO Suppliers Only is Discriminatory.

Columbia, PUCO Staff and the Marketers have proposed a provision in the Stipulation that would levy a charge solely on the SCO suppliers. The Stipulation states:

> In addition to the Letter of Credit, SCO Suppliers will be required to provide Columbia with a cash deposit in the amount of ten cents per Mcf multiplied by the initial estimated annual delivery requirements for the SCO Program Year of the tranches won by that SCO Supplier.[21]

The Stipulation would require that SCO Suppliers should incur a $0.10 per Mcf charge, which in turn may be passed on to customers by, SCO suppliers that is not also levied on Choice suppliers. This charge is discriminatory.

[21] Stipulation at 3 (October 4, 2011).

R.C. 4905.33 precludes a utility from charging greater or lesser for like and contemporaneous service. R.C. 4905.33(A) states:

> No public utility shall directly or indirectly, or by any special rate, rebate, drawback, or other device or method, charge, demand, collect, or receive from any person, firm, or corporation a greater or lesser compensation for any services rendered, or to be rendered, except as provided in Chapters 4901., 4903., 4905., 4907., 4909., 4921., and 4923. of the Revised Code, than it charges, demands, collects, or receives from any other person, firm, or corporation for doing a like and contemporaneous service under substantially the same circumstances and conditions.

In this case, the Company is using the same device -- collection of a security deposit from Competitive Retail Natural Gas Suppliers -- to charge SCO suppliers more than Choice or Aggregation suppliers for doing a like and contemporaneous service. There has been no demonstration that the risk of supplier default to Columbia of supplying SCO customers is greater than the risk presented by Choice and Aggregation Suppliers serving their customers.

In addition, Ohio law prohibits a utility from discriminating in the provision of its service. R.C. 4905.35(A) states:

> No public utility shall make or give any undue or unreasonable preference or advantage to any person, firm, corporation, or locality, or subject any person, firm, corporation, or locality to any undue or unreasonable prejudice or disadvantage.

Under the Stipulation, the Company, PUCO Staff and Marketers have given Choice and Governmental Aggregation Suppliers an advantage over SCO suppliers through the additional $0.10 security charge levied solely on SCP Suppliers. The additional security charge is absent of a cost basis, and has not been justified.

The charge will only serve to give Choice Suppliers added "headroom" necessary to make their offers more favorable in comparison to the SCO. This Settlement provision therefore is directed toward increasing the prices paid by SCO customers and assisting in the moving of Columbia's Choice participation levels towards the 70 % threshold required to initiate an exit under the Settlement. SCO customers thus suffer detriment two ways under this provision. The unjustified additional security charge levied on SCO Suppliers represents an unlawful discrimination against the SCO Suppliers. Therefore, the Commission should not sanction this discriminatory treatment of SCO Suppliers.

D. Expediting the Procedural Schedule would Compromise the Benefit of Conducting the Study that the PUCO Ordered – is unreasonable.

Columbia, the PUCO Staff and the Marketers ask the Commission for expedited ruling in this proceeding. The Joint Motion states:

> Due to the fact that the supplier education meeting for the next SCO auction will be held on or about December 4, 2012, the Joint Movants respectfully request an expedited ruling on this Joint Motion. For the same reason, the Joint Movants further request that the Commission bifurcate this proceeding, so as to allow for a determination on the **time-sensitive capacity-related issues** in the attached Joint Stipulation and Recommendation (as well as the other issues not related to Columbia's potential exit of the merchant function and Monthly Variable Rate Program) in sufficient time for Columbia to incorporate the necessary revisions to the SCO Auction process into the materials and presentation for its supplier education meeting – ideally, by November 30, 2012. [22]

There are several reasons for the Commission to deny this Motion for expedited ruling.

[22] Joint Motion Memorandum in Support at 10 (October 4, 2012) (emphasis added).

1. The Capacity Contract Issues No Longer Appear To Be Time-Sensitive As Claimed by the Joint Movants.

The Joint Motion states that capacity-related issues are "time sensitive."[23] During the Stakeholder meetings, Columbia provided interested parties with Interstate Pipeline Contract portfolio.[24] That Capacity Contract Portfolio provided a listing of each capacity contract and the respective notice date and termination date for each of the contracts. Included on the Contract Portfolio are capacity contracts with notice dates of September 30, 2012 for contracts with termination dates of March 31, 2013 However, from responses OCC has received from Columbia, it appears that each of the capacity contracts that had Contract Notice Dates of September 30, 2012[25] for Contracts with Termination Dates of March 31, 2013 have all been renewed through March 31, 2018 with a notification date of September 30, 2017.

In light of the fact that Columbia has acknowledged renewing all capacity contracts that could have been considered "time sensitive" for the purpose of this proceeding, the element of time sensitivity with regards to the capacity contracts is no longer a legitimate consideration for the Commission on an expedited basis.

2. The Benefits of the Commission Ordered Study will be Compromised under an Expedited Procedural Schedule.

In the Exemption Order, the PUCO instructed the Staff to study the impacts of the transition from the SSO to the SCO. The Commission stated:

> As a final matter, the Commission finds that, in order to further understand the results of the SCO, upon completion of the transition to the SCO, it will be necessary to consider certain

[23] Joint Motion Memorandum in Support at 10 (October 4, 2012) (emphasis added).

[24] See Attachment C, Capacity Contract Portfolio (March 1, 2012).

[25] See Attachment D (Contract Nos. 80152, Contract No. 82544, Contract No. 82545, Contract No. 85154, and Contract No. 80061).

> information. **Therefore, we direct Columbia and the marketers to work with Staff to develop information on SCO customer migration from the SCO to the Choice program, including the number of customers that chose fixed price contracts, and such other information that Staff determines will assist the Commission in evaluating the SCO program**. Columbia and the marketers shall provide such information upon request of Staff. In addition, marketers must provide Staff a detailed explanation of the types of products and services offered to customers that provide added value to participating in the Choice program. Upon receipt of the information **Staff shall compile a report and docket the report in an appropriate case docket by September 1, 2013.**[26]

That report is to be completed by September 1, 2013, 11 months from now, and potentially only 7 months before a non-residential exit (April 1, 2014). The fact that the Commission intended for the Staff to undertake a study of the SCO program, and that the study has not yet been completed should be concerning to the Commission that ordered the study, and reason to take a less hurried and more measured approach to a potential non-residential exit and the potential residential exit that is in part connected to it, as contemplated by the Stipulation.

The Commission should keep in mind that Columbia has not completed providing SCO service through even a single winter heating season, and that more time for review should be considered.[27] Furthermore, the Joint Movants (Columbia, PUCO Staff and Marketers) argue that certain findings in the Exemption Orders are no longer valid.[28] However, the Joint Movants did not argue that the findings of the Commission that require the PUCO Staff to conduct a study of the SCO program by September 1, 2013

---

[26] *In re Columbia Exit Case*, Case No. 08-1344-GA-EXM, Second Opinion and Order at 13 (September 7, 2011) (emphasis added).

[27] *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 Service*, Case No. 08-1344-GA-EXM, Finding and Order at 1 (February 14, 2012) (Columbia's first SCO auction was conducted on February 14, 2012 for service to be provided April 1, 2012 through March 31, 2013).

[28] Joint Motion Memorandum in Support at 7 (October 4, 2012).

were invalid. Despite this fact, the Commission has proposed a procedural schedule that could ultimately eliminate the SCO option for non-residential customers on a timeline that will compromise the anticipated benefits of conducting the study. Therefore, the Commission should deny the Joint Motion and not entertain any arguments that place the resolution of this case on an expedited track.

III. CONCLUSION

The Company, PUCO Staff and the Marketers have presented the Commission with a Stipulation that will not pass the three-part test that the PUCO relies upon when considering a settlement. (If such a one-sided settlement could pass the three-part test, then the test is flawed and should be modified or discarded.) The Signatory Parties have put together a package of benefits that serve the Utility and Marketers with little or no benefit to customers. That Columbia and the Marketers could submit a settlement so lacking in consumer benefits is explained by the fact that they did not compromise with consumer parties in the settlement. Furthermore, the Stipulation is not in the public interest, and should not be considered by the Commission on an expedited basis. Finally, the Stipulation violates state policy, and the discriminatory security charge that is designed to take $.10 per Mcf from SCO Suppliers and not from any other suppliers violates an important regulatory principle. For all these reasons, the Commission should not approve the Stipulation.

Respectfully submitted,

BRUCE J. WESTON
OHIO CONSUMERS' COUNSEL

/s/ Larry S. Sauer
Larry S. Sauer, Counsel of Record
Joseph P. Serio
Assistant Consumers' Counsel

Office of the Ohio Consumers' Counsel
10 West Broad Street, 18th Floor
Columbus, Ohio 43215
(614) 466-1312 (Sauer)
(614) 466-9565 (Serio)
sauer@occ.state.oh.us
serio@occ.state.oh.us

CERTIFICATE OF SERVICE

I hereby certify that a copy of these *Comments* have been served on the persons stated below via electronic service this 5th day of November, 2012.

/s/ Larry S. Sauer
Larry S. Sauer
Assistant Consumers' Counsel

PARTIES OF RECORD

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

Stephen Reilly
Public Utilities Section
Public Utilities Commission of Ohio
180 East Broad Street, 6th Fl
Columbus, Ohio 43215
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 LLC
10 West Broad Street Suite 2100
Columbus, Ohio 43215
Dane.stinson@BaileyCavalieri.com

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

Joseph M. Clark
Direct Energy Services, LLC and
Direct Energy Business, LLC 6641 North
High Street, Suite 200
Worthington, Ohio 43085
joseph.clark@directenergy.com

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

A. Brian McIntosh
McIntosh & McIntosh
1136 Saint Gregory Street, Suite 100
Cincinnati, Ohio 45202
brian@mcintoshlaw.com

David C. Rinebolt
Colleen L. Mooney
Ohio Partners for Affordable Energy
231 West Lima Street
P.O. Box 1793
Findlay, OH 45839-1793
Telephone: (419) 425-8860
cmooney@ohiopartners.org
drinebolt@ohiopartners.org

PUCO Case No. 12-2637-GA-EXM
OCC Request For Production of Documents No. 65
Respondent: T. C. Heckathorn

**COLUMBIA GAS OF OHIO, INC.
RESPONSE TO OCC'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS
DATED OCTOBER 5, 2012**

Request For Production of Document No. 65

Please provide all documents that show the Shadow Bill total Choice Program savings or losses, by month, since the inception of the Choice Program.

Response:

Please see the Savings Summary Worksheet denoted as Attachment A.

PUCO Case No. 12-2637-GA-EXM
OCC Request For Production of Documents No. 65
Respondent: Thomas Heckathorn

SAVINGS SUMMARY WORKSHEET
ATTACHMENT A FOR PRODUCTION OF DOCUMENTS NO. 65

Month	Total Monthly Choice Savings	Monthly PIPP Savings	Cumulative Savings (Incl PIPP)	Cumulative Savings (Excl PIPP)
Apr-97	$468,626	$335,000	$803,626	$468,626
May-97	$382,061	$305,627	$1,491,314	$850,687
Jun-97	$223,485	$59,826	$1,774,625	$1,074,172
Jul-97	$106,537	$57,698	$1,938,860	$1,180,709
Aug-97	$87,780	$49,657	$2,076,297	$1,268,489
Sep-97	$96,045	$47,863	$2,220,205	$1,364,534
Oct-97	$141,746	$68,492	$2,430,443	$1,506,280
Nov-97	$434,702	$238,592	$3,103,737	$1,940,982
Dec-97	$703,257	$351,824	$4,158,818	$2,644,239
Jan-98	$1,088,035	$488,246	$5,735,099	$3,732,274
Feb-98	$836,928	$539,537	$7,111,564	$4,569,202
Mar-98	$709,949	$516,279	$8,337,792	$5,279,151
Apr-98	$543,516	$405,279	$9,286,587	$5,822,667
May-98	$418,261	$269,582	$9,974,430	$6,240,928
Jun-98	$218,940	$125,985	$10,319,355	$6,459,868
Jul-98	$108,418	$89,153	$10,516,926	$6,568,286
Aug-98	$95,803	$58,426	$10,671,155	$6,664,089
Sep-98	$100,121	$67,518	$10,838,794	$6,764,210
Oct-98	$278,132	$84,159	$11,201,085	$7,042,342
Nov-98	$1,246,551	$241,897	$12,689,533	$8,288,893
Dec-98	$2,064,429	$386,295	$15,140,257	$10,353,322
Jan-99	$4,366,822	$595,015	$20,102,094	$14,720,144
Feb-99	$4,055,491	$428,931	$24,586,516	$18,775,635
Mar-99	$2,990,806	$491,930	$28,069,251	$21,766,441
Apr-99	$2,288,579	$420,001	$30,777,831	$24,055,020
May-99	$341,600	$171,237	$31,290,668	$24,396,620
Jun-99	$268,476	$94,756	$31,653,900	$24,665,096
Jul-99	$123,796	$67,171	$31,844,866	$24,788,892
Aug-99	$540,711	$62,777	$32,448,355	$25,329,603
Sep-99	$589,023	$55,638	$33,093,016	$25,918,626
Oct-99	$984,576	$113,827	$34,191,419	$26,903,202
Nov-99	$4,275,310	$269,173	$38,735,902	$31,178,512
Dec-99	$6,472,152	$438,838	$45,646,892	$37,650,664
Jan-00	$8,269,874	$696,339	$54,613,105	$45,920,538
Feb-00	$3,753,746	$699,457	$59,066,307	$49,674,284
Mar-00	$3,728,859	$457,115	$63,252,281	$53,403,143
Apr-00	$2,529,053	$120,373	$65,901,706	$55,932,196
May-00	$3,057,481	$150,316	$69,109,503	$58,989,677
Jun-00	$1,573,599	$68,996	$70,752,098	$60,563,276
Jul-00	$1,154,313	$46,821	$71,953,232	$61,717,589
Aug-00	$2,211,421	$58,508	$74,223,161	$63,929,009
Sep-00	$2,315,744	$51,350	$76,590,255	$66,244,753
Oct-00	$3,776,227	$121,841	$80,488,323	$70,020,980
Nov-00	$8,309,251	$208,106	$89,005,680	$78,330,231
Dec-00	$18,390,763	$538,633	$107,935,076	$96,720,994

PUCO Case No. 12-2637-GA-EXM
OCC Request For Production of Documents No. 65
Respondent: Thomas Heckathorn

Month	Total Monthly Choice Savings	Monthly PIPP Savings	Cumulative Savings (Incl PIPP)	Cumulative Savings (Excl PIPP)
Jan-01	$18,245,197	$752,288	$126,932,560	$114,966,191
Feb-01	$21,791,360	$723,181	$149,447,101	$136,757,550
Mar-01	$18,760,884	$693,255	$168,901,239	$155,518,434
Apr-01	$12,719,894	$571,992	$182,193,125	$168,238,328
May-01	$5,121,496	$155,768	$187,470,389	$173,359,824
Jun-01	$3,761,313	$114,641	$191,346,342	$177,121,136
Jul-01	$2,210,356	$69,621	$193,626,319	$179,331,492
Aug-01	($421,041)	$48,501	$193,253,779	$178,910,452
Sep-01	($642,660)	$44,301	$192,655,420	$178,267,791
Oct-01	($1,148,558)	$95,536	$191,602,398	$177,119,233
Nov-01	($6,304,811)	$166,584	$185,464,170	$170,814,422
Dec-01	($8,608,644)	$241,333	$177,096,859	$162,205,778
Jan-02	($15,247,278)	$456,852	$162,306,434	$146,958,501
Feb-02	($12,191,402)	$342,231	$150,457,263	$134,767,098
Mar-02	($9,315,264)	$355,597	$141,497,596	$125,451,834
Apr-02	($7,172,119)	$295,298	$134,620,775	$118,279,715
May-02	($4,764,190)	$158,107	$130,014,691	$113,515,525
Jun-02	($2,756,952)	$94,387	$127,352,126	$110,758,573
Jul-02	($1,561,469)	$50,750	$125,841,408	$109,197,104
Aug-02	$367,475	$44,089	$126,252,972	$109,564,579
Sep-02	$256,461	$41,585	$126,551,017	$109,821,040
Oct-02	$270,134	$62,349	$126,883,501	$110,091,174
Nov-02	$1,083,017	$217,814	$128,184,332	$111,174,191
Dec-02	$721,920	$392,134	$129,298,386	$111,896,111
Jan-03	$102,713	$519,274	$129,920,374	$111,998,824
Feb-03	$6,700,229	$655,759	$137,276,361	$118,699,053
Mar-03	$4,711,356	$601,685	$142,589,403	$123,410,409
Apr-03	$7,451,129	$236,472	$150,277,004	$130,861,538
May-03	$5,312,980	$124,194	$155,714,177	$136,174,517
Jun-03	$3,582,441	$84,048	$159,380,667	$139,756,959
Jul-03	$2,063,510	$44,755	$161,488,933	$141,820,469
Aug-03	($281,823)	$38,953	$161,246,063	$141,538,646
Sep-03	($119,498)	$38,189	$161,164,753	$141,419,148
Oct-03	($91,785)	$87,000	$161,159,968	$141,327,363
Nov-03	($3,471,853)	$130,215	$157,818,330	$137,855,510
Dec-03	($7,754,932)	$251,134	$150,314,533	$130,100,578
Jan-04	($16,586,279)	$369,962	$134,098,215	$113,514,299
Feb-04	($14,691,088)	$447,855	$119,854,982	$98,823,211
Mar-04	($9,722,986)	$334,371	$110,466,366	$89,100,225
Apr-04	($7,012,777)	$0	$103,453,590	$82,087,448
May-04	($2,213,629)	$0	$101,239,961	$79,873,819
Jun-04	($1,120,230)	$0	$100,119,732	$78,753,590
Jul-04	($1,251,664)	$0	$98,868,068	$77,501,926
Aug-04	($61,491)	$0	$98,806,577	$77,440,435
Sep-04	$79,275	$0	$98,885,852	$77,519,710
Oct-04	$96,620	$0	$98,982,472	$77,616,330
Nov-04	($1,977,765)	$0	$97,004,707	$75,638,565
Dec-04	($2,313,873)	$0	$94,690,834	$73,324,692
Jan-05	($2,586,099)	$0	$92,104,734	$70,738,593

PUCO Case No. 12-2637-GA-EXM
OCC Request For Production of Documents No. 65
Respondent: Thomas Heckathorn

Month	Total Monthly Choice Savings	Monthly PIPP Savings	Cumulative Savings (Incl PIPP)	Cumulative Savings (Excl PIPP)
Feb-05	($9,750,426)	$0	$82,354,308	$60,988,166
Mar-05	($10,249,233)	$0	$72,105,075	$50,738,933
Apr-05	($2,554,763)	$0	$69,550,312	$48,184,170
May-05	($1,829,816)	$0	$67,720,496	$46,354,354
Jun-05	($893,993)	$0	$66,826,503	$45,460,361
Jul-05	($771,110)	$0	$66,055,392	$44,689,251
Aug-05	($7,350)	$0	$66,048,042	$44,681,901
Sep-05	$312,384	$0	$66,360,427	$44,994,285
Oct-05	$716,106	$0	$67,076,533	$45,710,391
Nov-05	($1,088,445)	$0	$65,988,088	$44,621,946
Dec-05	($1,171,195)	$0	$64,816,892	$43,450,750
Jan-06	($4,052,738)	$0	$60,764,154	$39,398,012
Feb-06	($8,730,590)	$0	$52,033,564	$30,667,422
Mar-06	($15,285,104)	$0	$36,748,459	$15,382,317
Apr-06	($9,606,569)	$53,181	$27,195,071	$5,775,748
May-06	($5,056,096)	$26,802	$22,165,777	$719,652
Jun-06	($3,312,155)	$14,795	$18,868,417	($2,592,503)
Jul-06	($2,477,718)	$8,309	$16,399,008	($5,070,221)
Aug-06	($2,533,436)	$8,075	$13,873,646	($7,603,658)
Sep-06	($2,100,387)	$8,066	$11,781,325	($9,704,045)
Oct-06	($6,920,021)	$17,003	$4,878,307	($16,624,066)
Nov-06	($11,724,363)	$40,939	($6,805,117)	($28,348,429)
Dec-06	($16,497,380)	$59,733	($23,242,764)	($44,845,809)
Jan-07	($20,699,603)	$71,970	($43,870,396)	($65,545,412)
Feb-07	($28,126,575)	$105,900	($71,891,071)	($93,671,988)
Mar-07	($20,397,523)	$91,869	($92,196,725)	($114,069,510)
Apr-07	($18,515,663)	$77,960	($110,634,428)	($132,585,173)
May-07	($5,531,196)	$41,549	($116,124,075)	($138,116,369)
Jun-07	($2,587,269)	$18,743	($118,692,601)	($140,703,638)
Jul-07	($2,252,592)	$13,759	($120,931,434)	($142,956,230)
Aug-07	($2,205,982)	$11,085	($123,126,330)	($145,162,212)
Sep-07	($2,092,243)	$11,445	($125,207,128)	($147,254,455)
Oct-07	($2,781,976)	$14,771	($127,974,333)	($150,036,431)
Nov-07	($5,843,575)	$49,773	($133,768,135)	($155,880,006)
Dec-07	($11,194,646)	$104,032	($144,858,749)	($167,074,653)
Jan-08	($13,051,903)	$131,676	($157,778,977)	($180,126,556)
Feb-08	($8,860,007)	$141,785	($166,497,198)	($188,986,563)
Mar-08	($10,066,238)	$142,920	($176,420,516)	($199,052,801)
Apr-08	($3,454,406)	$73,436	($179,801,486)	($202,507,206)
May-08	($1,928,103)	$31,482	($181,698,107)	($204,435,310)
Jun-08	($1,170,091)	$20,328	($182,847,870)	($205,605,401)
Jul-08	($790,044)	$11,537	($183,626,378)	($206,395,445)
Aug-08	($1,614,359)	$9,710	($185,231,027)	($208,009,805)
Sep-08	($2,602,790)	$8,792	($187,825,025)	($210,612,595)
Oct-08	($3,953,159)	$14,224	($191,763,960)	($214,565,754)
Nov-08	($5,078,415)	$43,070	($196,799,305)	($219,644,169)
Dec-08	($3,460,056)	$92,916	($200,166,446)	($223,104,225)

PUCO Case No. 12-2637-GA-EXM
OCC Request For Production of Documents No. 65
Respondent: Thomas Heckathorn

Month	Total Monthly Choice Savings	Monthly PIPP Savings	Cumulative Savings (Incl PIPP)	Cumulative Savings (Excl PIPP)
Jan-09	($37,824,259)	$124,409	($237,866,295)	($260,928,484)
Feb-09	($29,054,361)	$125,729	($266,794,927)	($289,982,845)
Mar-09	($18,133,351)	$95,546	($284,832,732)	($308,116,196)
Apr-09	($19,196,248)	$14,350	($304,014,630)	($327,312,444)
May-09	($10,977,112)	$6,975	($314,984,768)	($338,289,557)
Jun-09	($4,685,174)	$3,592	($319,666,350)	($342,974,731)
Jul-09	($3,803,121)	$2,223	($323,467,248)	($346,777,852)
Aug-09	($5,086,611)	$2,092	($328,551,766)	($351,864,463)
Sep-09	($4,816,429)	$1,949	($333,366,245)	($356,680,892)
Oct-09	($9,666,676)	$4,560	($343,028,362)	($366,347,568)
Nov-09	($16,018,366)	$8,603	($359,038,125)	($382,365,935)
Dec-09	($29,757,064)	$14,783	($388,780,407)	($412,122,999)
Jan-10	($58,534,561)	$25,333	($447,289,636)	($470,657,560)
Feb-10	($54,886,642)	$23,999	($502,152,279)	($525,544,202)
Mar-10	($42,565,680)	$20,305	($544,697,654)	($568,109,882)
Apr-10	($15,552,868)	$0	($560,250,522)	($583,662,750)
May-10	($6,892,306)	$0	($567,142,828)	($590,555,056)
Jun-10	($4,489,589)	$0	($571,632,417)	($595,044,645)
Jul-10	($3,289,540)	$0	($574,921,957)	($598,334,185)
Aug-10	($2,659,755)	$0	($577,581,712)	($600,993,940)
Sep-10	($3,581,584)	$0	($581,163,296)	($604,575,524)
Oct-10	($4,992,010)	$0	($586,155,306)	($609,567,534)
Nov-10	($11,946,139)	$0	($598,101,446)	($621,513,674)
Dec-10	($18,655,779)	$0	($616,757,225)	($640,169,453)
Jan-11	($27,471,440)	$0	($644,228,665)	($667,640,894)
Feb-11	($24,223,884)	$0	($668,452,549)	($691,864,778)
Mar-11	($20,620,889)	$0	($689,073,439)	($712,485,667)
Apr-11	($12,305,658)	$0	($701,379,096)	($724,791,324)
May-11	($6,640,768)	$0	($708,019,864)	($731,432,092)
Jun-11	($3,442,292)	$0	($711,462,156)	($734,874,384)
Jul-11	($2,678,937)	$0	($714,141,094)	($737,553,322)
Aug-11	($2,371,209)	$0	($716,512,303)	($739,924,531)
Sep-11	($2,919,182)	$0	($719,431,485)	($742,843,713)
Oct-11	($4,315,491)	$0	($723,746,976)	($747,159,204)
Nov-11	($9,295,346)	$0	($733,042,322)	($756,454,550)
Dec-11	($16,567,409)	$0	($749,609,731)	($773,021,959)
Jan-12	($24,644,446)	$0	($774,254,177)	($797,666,405)
Feb-12	($27,277,024)	$0	($801,531,201)	($824,943,429)
Mar-12	($22,443,024)	$0	($823,974,225)	($847,386,453)
Apr-12	($12,995,122)	$0	($836,969,347)	($860,381,575)
May-12	($10,008,296)	$0	($846,977,643)	($870,389,871)
Jun-12	($4,544,409)	$0	($851,522,052)	($874,934,280)
Jul-12	($3,432,128)	$0	($854,954,180)	($878,366,408)
Aug-12	($2,843,602)	$0	($857,797,782)	($881,210,010)
Sep-12	($3,377,321)	$0	($861,175,104)	($884,587,332)

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

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

SECOND OPINION AND ORDER

The Public Utilities Commission of Ohio (Commission), considering the testimony and other evidence presented at the hearing, which commenced July 14, 2011, in this matter and considering the comments on the Revised Program Outline, and being otherwise fully advised, hereby issues its second opinion and order.

APPEARANCES:

Stephen B. Seiple and Brooke E. Leslie, Counsel, NiSource Corporate Services Company, 200 Civic Center Drive, Columbus, Ohio 43215, on behalf of Columbia Gas of Ohio, Inc.

Mike DeWine, Ohio Attorney General, by Stephen A. Reilly, Assistant Attorney General, 180 East Broad Street, Columbus, Ohio 43215, on behalf of Staff of the Public Utilities Commission of Ohio.

Janine L. Migden-Ostrander, Ohio Consumers' Counsel, by Joseph P. Serio, Larry S. Sauer, and Kyle L. Verrett, Assistant Consumers' Counsel, 10 West Broad Street, Suite 1800, Columbus, Ohio 43215, on behalf of the residential customers of Columbia Gas of Ohio, Inc.

David C. Rinebolt, 231 West Lima Street, P.O. Box 1793, Findlay, Ohio, 45839, on behalf of Ohio Partners for Affordable Energy.

Bricker & Eckler, LLP, by Thomas J. O'Brien, 100 South Third Street, Columbus, Ohio 43215, on behalf of DTE Energy Trading, Inc.

Vorys, Sater, Seymour & Pease, LLP, by M. Howard Petricoff and Stephen M. Howard, 52 East Gay Street, P.O. Box 1008, Columbus, Ohio 43215, on behalf of Ohio Gas Marketers Group, comprised of Constellation NewEnergy-Gas Division, LLC; Integrys Energy Services, Inc.; Interstate Gas Supply, Inc.; Just Energy d/b/a Commerce Energy; Direct Energy Services, LLC; SouthStar Energy Services LLC; and Vectren Retail, LLC.

Table 1

	DEO		Vectren		Columbia	
Maximum GCR adder calculated by Staff	$2.50		$2.36		$3.06	
Auction Dates	DEO RPA/ type of auction	DEO % of GCR adder	Vectren RPA/ type of auction	Vectren % of GCR adder	Columbia RPA/ type of auction	Columbia % of GCR adder
10/06 - 8/08	$1.44 SSO	57.6				
9/08 - 3/09	$2.33 SSO	93.2	$2.35 SSO	99.6		
4/09 - 3/10	$1.40 SSO/SCO[5]	56.0	$2.35 SSO	99.6		
4/10 - 3/11	$1.20 SSO/ SCO	48.0	$1.55 SCO	65.7	$1.93 SSO	63.1
4/11 - 3/12	$1.00 SSO/ SCO	40.0 SCO	$1.35	57.2	$1.88 SSO	61.4

(Staff Ex. 1 at 3-5, SEP-1; Tr. I at 191, 196-210, 218-220; OCC Exs. 4-6.)

Staff witness Puican contends that the SCO model has unquestionably produced substantial savings to customers. He asserts that these savings and the high level of participation in the auctions should not be endangered by rejecting the proven SCO model and going backward to an SSO-only model. (Staff Ex. 1 at 9, SEP-2.)

In response to the value of an SCO retail auction offered by Mr. Puican, OCC witness Slone submits that his analysis is flawed because Mr. Puican did not take into consideration several factors. For example, Mr. Slone asserts that the source of the gas in the marketers' supply portfolio, e.g., shale gas or local production, should have been considered in the analysis, because it can have a profound effect on the RPA in an auction. In addition, Mr. Slone argues that the prevailing market conditions should be taken into consideration in an analysis of the auction. However, Mr. Slone acknowledges that he does not have data and did not do an analysis to substantiate his claim that these factors could explain the decrease in DEO's SCO RPA over the last three auctions. (OCC Ex. 11 at 3-7; Tr. II at 379, 390.)

---

5 Mr. Puican explains, for each auction event between April 2009, and April 2011, DEO conducted first an SSO auction and then an SCO auction (Tr. I at 218-219).

COLUMBIA GAS OF OHIO, INC.
PORTFOLIO
3/1/2012

PIPELINE CONTRACTS	CONTRACT NUMBER	RATE SCHEDULE	TERMINATION DATE	NOTICE DATE		CONTRACT QUANTITY DTH
COLUMBIA GAS	3044	SST	3/31/2015	9/30/2014	OCT-MAR APR-SEPT	1,445,102 722,551
COLUMBIA GAS	3045	FSS	3/31/2015	9/30/2014	MDQ SCQ	1,445,102 80,441,913
COLUMBIA GAS	80152	FTS	3/31/2013	9/30/2012		238,186
COLUMBIA GAS	82544	FTS	3/31/2013	9/30/2012		38,974
COLUMBIA GAS	82545	FTS	3/31/2013	9/30/2012		29,231
COLUMBIA GAS	85154	FTS	3/31/2013	9/30/2012		45,538
COLUMBIA GULF	80061	FTS-1	3/31/2013	9/30/2012		273,629
CROSSROADS	VARIOUS	FT-1	10/31/2013	(2)		30,944
NORTH COAST	FT 30013-A	FT	10/31/2013	7/31/2013		30,557
NORTH COAST	FT 30014-A	FT	10/31/2014	7/31/2014	NOV-MAR APR-OCT	35,000 15,000
PANHANDLE	18601	FS	3/31/2015	8/31/2014	MDWQ MSQ	26,667 2,000,000
PANHANDLE	18604	EFT	3/31/2015	(1)	NOV-MAR	28,662
PANHANDLE	18605	EFT	10/31/2015	9/30/2014		15,000
PANHANDLE	18606	EFT	3/31/2015	8/31/2014	NOV-MAR APR-OCT	26,338 10,244
TENNESSEE	46986	FT-A	3/31/2013	(1)		40,000
TENNESSEE	63440	FT-A	3/31/2013	(1)		30,000
TRUNKLINE	18122	FT	3/31/2015	(1)	NOV-MAR	29,223
LOCAL, CITY GATE PURCHASE AND PEAKING CONTRACTS						
LOCAL PRODUCTION						6,800
GATHERCO			4/30/2013	10/31/2012		22,840 ✓
BREWSTER CG PURCHASE						950
JP MORGAN (SEMPRA) PEAKING			3/31/2013	9/30/2012		31,200
TOTAL PEAK DAY CITY GATE DELIVERY						1,994,378

Modifications made to contracts since 2009 settlement
Columbia Gas FTS reduced by 2,500 Dth per day
Columbia Gulf FTS-1 reduced by 20,556 Dth per day
Gatherco reduced by 3,025 Dth per day

(1) Contracts do not have rollover or ROFR rights. Will require renegotiation.
(2) The Crossroads contracts are released to COH by North Coast on a seasonal basis through the term of the North Coast Contract No. FT 30013-A

COLUMBIA GAS OF OHIO, INC.
PORTFOLIO
3/1/2012

PIPELINE CONTRACTS	CONTRACT NUMBER	RATE SCHEDULE	TERMINATION DATE	NOTICE DATE		CONTRACT QUANTITY DTH	(5)	RECEIPT POINT(S)	QUANTITY DTH	(5)	DELIVERY POINT(S)	QUANTITY DTH
COL GAS	3044	SST	3/31/2015	9/30/2014	OCT-MAR	1,445,102	P	FSS STORAGE	1,445,102	P	PORTSMOUTH	19,943
							S	MLI LIST		P	TOLEDO	381,695
										P	LIMA	76,786
										P	ALLIANCE	61,616
										P	COLUMBUS	548,036
										P	DAYTON	210,850
										P	MANSFIELD	138,737
										P	OHIO MISC	96,482
										P	PARMA	293,946
										P	SANDUSKY	153,044
										P	PITTSBURGH	98,398
										P	NEW CASTLE	690
										S	MLI LIST	
					APR-SEPT	722,551	P	FSS STORAGE	722,551	P	PORTSMOUTH	11,383
							S	MLI LIST		P	TOLEDO	217,853
										P	LIMA	43,829
										P	ALLIANCE	35,168
										P	COLUMBUS	312,793
										P	DAYTON	120,348
										P	MANSFIELD	79,187
										P	OHIO MISC	55,072
										P	PARMA	167,777
										P	SANDUSKY	87,351
										P	PITTSBURGH	56,161
										P	NEW CASTLE	394
										S	MLI LIST	
COL GAS	3045	FSS	3/31/2015	9/30/2014	MDQ	1,445,102						
					SCQ	80,441,913						
COL GAS	80152	FTS	3/31/2013	9/30/2012		238,186	P	LEACH	238,186	P	PORTSMOUTH	19,943
							S	MLI LIST		P	TOLEDO	238,186
										P	LIMA	76,786
										P	ALLIANCE	61,616
										P	COLUMBUS	238,186
										P	DAYTON	210,850
										P	MANSFIELD	138,737
										P	OHIO MISC	96,482
										P	PARMA	238,186
										P	SANDUSKY	153,044
										P	PITTSBURGH	95,300
										P	NEW CASTLE	690
										S	MLI LIST	

PIPELINE CONTRACTS	CONTRACT NUMBER	RATE SCHEDULE	TERMINATION DATE	NOTICE DATE		CONTRACT QUANTITY DTH	(5)	RECEIPT POINT(S)	QUANTITY DTH	(5)	DELIVERY POINT(S)	QUANTITY DTH
COL GAS	82544	FTS	3/31/2013	9/30/2012		38,974	P	BROAD RUN	38,974	P	PORTSMOUTH	23,974
							S	MLI LIST		P	COLUMBUS	15,000
										S	MLI LIST	
COL GAS	82545	FTS	3/31/2013	9/30/2012		29,231	P	DUNGANNON	29,231	P	ALLIANCE	29,231
							S	MLI LIST		S	MLI LIST	
COL GAS	85154	FTS	3/31/2013	9/30/2012		45,538	P	LEACH	45,538	P	DAYTON	30,538
										P	OHIO MISC	15,000
COL GULF	80061	FTS-1	3/31/2013	9/30/2012		273,629	P	RAYNE	273,629	P	LEACH	273,629
							S	MLI LIST		S	MLI LIST	
CROSSROADS	VARIOUS	FT-1	10/31/2013	(4)		30,944	P	SCHERERVILLE	30,944	P	NORTH COAST@CYGNET	30,944
							S	MLI LIST		S	MLI LIST	
NORTH COAST	FT 30013-A	FT	10/31/2013	7/31/2013		30,557	P	CROSSRDS@CYGNET	30,557	P	COH @ FINDLAY	5,725
										P	COH @ FOSTORIA	7,741
										P	COH @ HINCKLEY	7,593
										P	COH @ NORWALK	6,163
										P	COH @ OBERLIN	3,335
										S	TCO @ OBERLIN	(2)
NORTH COAST	FT 30014-A	FT	10/31/2014	7/31/2014	NOV-MAR	35,000	P	EOHIO PEPL MAUMEE/EOH	35,000	P	COH @ PARMA	35,000
							P	108641 ANR MAUMEE N/EOH	35,000	S	TCO @ OBERLIN	(2)
							P	104776 ANR MAUMEE S/EOH	35,000			
					APR-OCT	15,000	P	EOHIO PEPL MAUMEE/EOH	15,000	P	COH @ PARMA	15,000
							P	108641 ANR MAUMEE N/EOH	15,000	S	TCO @ OBERLIN	(2)
							P	104776 ANR MAUMEE S/EOH	15,000			
PANHANDLE	18601	FS	3/31/2015	8/31/2014	MDWQ	26,667						
					MSQ	2,000,000						
PANHANDLE	18604	EFT	3/31/2015	(3)	NOV-MAR	28,662	P	BOURBON (PBRBN)	28,662	P	COH MAUMEE (COLOH)	28,662
										S	LEBANON LAT (02821)	
										S	TCO Maumee (COLGA)	
										S	TCO CECIL (CECIL)	
										S	NIPSCO (NIPS)	
										S	EAST OHIO (EOHIO)	
PANHANDLE	18605	EFT	10/31/2015	9/30/2014		15,000	P	CIG/BAKER	15,000	P	COH MAUMEE	15,000
							S	MLI LIST		S	MLI LIST	
PANHANDLE	18606	EFT	3/31/2015	8/31/2014	NOV-MAR	26,338	P	FS STORAGE	26,338	P	COH MAUMEE	26,338
					APR-OCT	10,244	P	COH MAUMEE	10,244	P	FS STORAGE	10,244

PIPELINE CONTRACTS	CONTRACT NUMBER	RATE SCHEDULE	TERMINATION DATE	NOTICE DATE		CONTRACT QUANTITY DTH	(5)	RECEIPT POINT(S)	QUANTITY DTH	(5)	DELIVERY POINT(S)	QUANTITY DTH
TENNESSEE	46986	FT-A	3/31/2013	(3)		40,000	P	500 L POOL 020999	40,000	P	BROAD RUN (020001)	40,000
							S	ZONE 1 100 LEG		S	CORNWELL (020044)	
							S	ZONE L 500 LEG		S	TCO GREENUP (020079)	
							S	ZONE 1 500 LEG		S	TCO NORTH MEANS (020049)	
										S	BEAR CREEK STOR (060017)	
TENNESSEE	63440	FT-A	3/31/2013	(3)		30,000	P	500 L POOL 020999	30,000	P	DUNGANNON	30,000
							S	(1)		S	(1)	
TRUNKLINE	18122	FT	3/31/2015	(3)	NOV-MAR	29,223	P	PATTERSON-ANR (80368)	29,223	P	BOURBON-TGC (80023)	29,223
							S	ELA OR WLA				
LOCAL, CITY GATE PURCHASE AND PEAKING CONTRACTS												
LOCAL PRODUCTION						6,800		LOCAL PROD DEL TO CG			INDEX PLUS ADDER OR FIXED	
GATHERCO			4/30/2013	10/31/2012		22,840		LOCAL PROD DEL TO CG			INDEX PLUS AN ADDER	
BREWSTER CG PURCHASE						950		CITY GATE PURCHASE			INDEX PLUS ADDER	
JP MORGAN (SEMPRA) PEAKING			3/31/2013	9/30/2012		31,200		DAILY DELIVERY TO PARMA			DTI INDEX	
						312,000		ANNUAL LIMITATION			MONTHLY DEMAND CHARGE	

(1) TGP Contract No. 63440

Authorized Receipt Points		Authorized Delivery Points		Authorized Delivery Points	
Secondary	Any Zone L 500 Leg receipt point	Primary	Dungannon OH (Meter #020060)	Secondary	Koppel PA (Meter #020325)
Secondary	Any Zone 1 500 Leg receipt point	Secondary	Brinker OH (Meter #020061)	Secondary	Milford PA (Meter #020245)
Secondary	Any Zone L 800 Leg receipt point	Secondary	Newcastle PA (Meter #020062)	Secondary	Highland PA (Meter #020449)
Secondary	Any Zone 1 800 Leg receipt point	Secondary	Unionville PA (Meter #020063)	Secondary	DTI Gilmore (Meter #020345)
Secondary	SA Pooling Points	Secondary	Cambridge OH (Meter #020064)	Secondary	DTI Petersburg (Meter #020067)
Secondary	Midwestern (Meter #012447)	Secondary	Pittsburgh Term (Meter #020306)		

(2) Supplier's assigned North Coast and/or North Coast/Crossroads capacity may utilize North Coast's Oberlin point of delivery with TCO (NCGT/TCO Oberlin Interconnect) on a secondary basis with limitations. During the months of November through March, Suppliers assigned North Coast and/or North Coast/Crossroads capacity shall be limited in their secondary delivery point nominations at the NCGT/TCO Oberlin Interconnect to 61% of the total North Coast MDQ assigned to the Supplier. Furthermore, within this total secondary nomination limitation of 61% of total assigned North Coast MDQ, nominations on a secondary basis to the NCGT/TCO Oberlin Interconnect using the North Coast Parma capacity may not exceed 57% of the assigned North Coast Parma MDQ.

During the months of April through October, Suppliers assigned North Coast and/or North Coast/Crossroads capacity shall be limited in their secondary delivery point nominations at the NCGT/TCO Oberlin Interconnect to 87% of the total North Coast MDQ assigned the Supplier. TCO is not obligated to accept nominations made to the NCGT/TCO Oberlin interconnection on a firm basis.

(3) Contracts do not have rollover or ROFR rights. Will require renegotiation.

(4) The Crossroads contracts are released to COH by North Coast on a seasonal basis through the term of the North Coast Contract No. FT 30013-A

(5) P denotes a primary receipt or delivery point; S denotes a secondary receipt or delivery point.

PUCO Case No. 12-2637-GA-EXM
OCC Interrogatory No. 10
Respondent: M. D. Anderson

COLUMBIA GAS OF OHIO, INC.
RESPONSE TO OCC'S FIRST SET OF INTERROGATORIES
DATED OCTOBER 6, 2012

Interrogatory No. 10:

Referring to Columbia's pipeline contract number 80152 with TCO:

A. What is the maximum rate TCO could charge for firm transportation service ("FTS") under this contract;

B. What is the actual rate Columbia pays TCO for FTS under this contract;

C. What are the secondary receipt points for this contract;

D. What are the secondary delivery points for this contract;

E. What was the original execution date of this contract;

F. What is the term of this contract;

G. What were the total gas volumes transported for the 2010/2011 contract year;

H. What were the total gas volumes transported for the 2011/2012 contract year;

I. What were the average monthly gas volumes transported under this contract for each month of the Winter Season (i.e. November through March) of the 2010/2011 contract year;

J. What were the average monthly gas volumes transported under this contract for each month of the Winter Season of the 2011/2012 contract year;

K. What were the total gas volumes transported on this contract on Peak Day in contract year 2010/2011;

L. What were the total gas volumes transported on this on Peak Day in contract year 2011/2012; and

M. Please describe in detail including the process and the specific timing of how you would renew, reduce or terminate this contract?

Response:

A. The maximum rates TCO can charge for this service are a demand charge of $6.077 per Dth per month and a commodity charge of $0.0254 per Dth transported.
B. Generally Columbia assigns this capacity to CHOICE and SCO suppliers pursuant to its PUCO approved allocation process. Columbia and suppliers assigned this capacity pay a monthly demand rate of $6.077 per Dth and a commodity charge of $0.0254 per Dth transported.
C. Other than the primary receipt point of this contract, all other points of receipt on TCO are available to this contract on a secondary basis subject to the operational limitations that may exist on TCO from time to time.
D. Other than the primary delivery points of this contract, all other points of delivery on TCO are available to this contract on a secondary basis subject to the operational limitations that may exist on TCO from time to time.
E. The original execution date of this contract was October 7, 2004.
F. The present term of this contract runs through March 31, 2018.
G. Because Columbia generally assigns all this capacity to CHOICE and SCO suppliers it is unaware of the total volumes transported on this capacity.
H. See response to OCC interrogatory no. 10, part G.
I. See response to OCC interrogatory no. 10, part G.
J. See response to OCC interrogatory no. 10, part G.
K. See response to OCC interrogatory no. 10, part G.
L. See response to OCC interrogatory no. 10, part G.
M. This contract has a six month notification date, i.e. Columbia must notify TCO no later than six months prior to the contract termination date of its intentions

to renew, reduce or terminate this contract. Once notified, TCO prepares the necessary contract documents and forwards those to Columbia for execution. Specific to this contract the notification date is September 30, 2017.

PUCO Case No. 12-2637-GA-EXM
OCC Interrogatory No. 20
Respondent: M. D. Anderson

COLUMBIA GAS OF OHIO, INC.
RESPONSE TO OCC'S FIRST SET OF INTERROGATORIES
DATED OCTOBER 5, 2012

Interrogatory No. 20:

Referring to Columbia's pipeline contract number 82544 with TCO:

A. What is the maximum rate TCO could charge for firm transportation service ("FTS") under this contract;

B. What is the actual rate Columbia pays TCO for FTS under this contract;

C. What are the secondary receipt points for this contract;

D. What are the secondary delivery points for this contract;

E. What was the original execution date of this contract;

F. What is the term of this contract;

G. What were the total gas volumes transported for the 2010/2011 contract year;

H. What were the total gas volumes transported for the 2011/2012 contract year;

I. What were the average monthly gas volumes transported under this contract for each month of the Winter Season (i.e. November through March) of the 2010/2011 contract year;

J. What were the average monthly gas volumes transported under this contract for each month of the Winter Season of the 2011/2012 contract year;

K. What were the total gas volumes transported on this contract on Peak Day in contract year 2010/2011;

L. What were the total gas volumes transported on this on Peak Day in contract year 2011/2012; and

M. Please describe in detail including the process and the specific timing of how you would renew, reduce or terminate this contract?

Response:

A. The maximum rates TCO can charge for this service are a demand charge of \$6.077 per Dth per month and a commodity charge of \$0.0254 per Dth transported.
B. Columbia assigns a portion of this capacity to CHOICE and SCO suppliers pursuant to its PUCO approved allocation process. Columbia and suppliers assigned this capacity pay a monthly demand rate of \$6.077 per Dth and a commodity charge of \$0.0254 per Dth transported.
C. Other than the primary receipt point of this contract, all other points of receipt on TCO are available to this contract on a secondary basis subject to the operational limitations that may exist on TCO from time to time.
D. Other than the primary delivery points of this contract, all other points of delivery on TCO are available to this contract on a secondary basis subject to the operational limitations that may exist on TCO from time to time.
E. The original execution date of this contract was March 29, 2005.
F. The present term of this contract runs through March 31, 2018.
G. Since Columbia generally assigns portions of this capacity to CHOICE and SCO suppliers it is unaware of the total volumes transported on this capacity.
H. See response to OCC interrogatory no. 20, part G.
I. See response to OCC interrogatory no. 20, part G.
J. See response to OCC interrogatory no. 20, part G.
K. See response to OCC interrogatory no. 20, part G.
L. See response to OCC interrogatory no. 20, part G.
M. This contract has a six month notification date, i.e. Columbia must notify TCO no later than six months prior to the contract termination date of its intentions

to renew, reduce or terminate this contract. Once notified TCO prepares the necessary contract documents and forwards those to Columbia for execution. Specific to this contract the notification date is September 30, 2017.

PUCO Case No. 12-2637-GA-EXM
OCC Interrogatory No. 30
Respondent: M.D. Anderson

COLUMBIA GAS OF OHIO, INC.
RESPONSE TO OCC'S FIRST SET OF INTERROGATORIES
DATED OCTOBER 5, 2012

Interrogatory No. 30:

Referring to Columbia's pipeline contract number 82545 with TCO:

A. What is the maximum rate TCO could charge for firm transportation service ("FTS") under this contract;

B. What is the actual rate Columbia pays TCO for FTS under this contract;

C. What are the secondary receipt points for this contract;

D. What are the secondary delivery points for this contract;

E. What was the original execution date of this contract;

F. What is the term of this contract;

G. What were the total gas volumes transported for the 2010/2011 contract year;

H. What were the total gas volumes transported for the 2011/2012 contract year;

I. What were the average monthly gas volumes transported under this contract for each month of the Winter Season (i.e. November through March) of the 2010/2011 contract year;

J. What were the average monthly gas volumes transported under this contract for each month of the Winter Season of the 2011/2012 contract year;

K. What were the total gas volumes transported on this contract on Peak Day in contract year 2010/2011;

L. What were the total gas volumes transported on this on Peak Day in contract year 2011/2012; and

M. Please describe in detail including the process and the specific timing of how you would renew, reduce or terminate this contract?

Response:

A. The maximum rates TCO can charge for this service are a demand charge of $6.077 per Dth per month and a commodity charge of $0.0254 per Dth transported.

B. Columbia assigns a portion of this capacity to CHOICE and SCO suppliers pursuant to its PUCO approved allocation process. Columbia and suppliers assigned this capacity pay a monthly demand rate of $6.077 per Dth and a commodity charge of $0.0254 per Dth transported.

C. Other than the primary receipt point of this contract, all other points of receipt on TCO are available to this contract on a secondary basis subject to the operational limitations that may exist on TCO from time to time.

D. Other than the primary delivery points of this contract, all other points of delivery on TCO are available to this contract on a secondary basis subject to the operational limitations that may exist on TCO from time to time.

E. The original execution date of this contract was March 29, 2005.

F. The present term of this contract runs through March 31, 2018.

G. Since Columbia generally assigns portions of this capacity to CHOICE and SCO suppliers it is unaware of the total volumes transported on this capacity.

H. See response to OCC interrogatory no. 30, part G.

I. See response to OCC interrogatory no. 30, part G.

J. See response to OCC interrogatory no. 30, part G.

K. See response to OCC interrogatory no. 30, part G.

L. See response to OCC interrogatory no. 30, part G.

This contract has a six month notification date, i.e. Columbia must notify TCO no later than six months prior to the contract termination date of its intentions to renew, reduce or terminate this contract. Once notified TCO prepares the necessary contract documents and forwards those to Columbia for execution. Specific to this contract the notification date is September 30, 2017.

PUCO Case No. 12-2637-GA-EXM
OCC Interrogatory No. 40
Respondent: M. D. Anderson

COLUMBIA GAS OF OHIO, INC.
RESPONSE TO OCC'S FIRST SET OF INTERROGATORIES
DATED OCTOBER 5, 2012

Interrogatory No. 40:

Referring to Columbia's pipeline contract number 85154 with TCO:

A. What is the maximum rate TCO could charge for firm transportation service ("FTS") under this contract;

B. What is the actual rate Columbia pays TCO for FTS under this contract;

C. What are the secondary receipt points for this contract;

D. What are the secondary delivery points for this contract;

E. What was the original execution date of this contract;

F. What is the term of this contract;

G. What were the total gas volumes transported for the 2010/2011 contract year;

H. What were the total gas volumes transported for the 2011/2012 contract year;

I. What were the average monthly gas volumes transported under this contract for each month of the Winter Season (i.e. November through March) of the 2010/2011 contract year;

J. What were the average monthly gas volumes transported under this contract for each month of the Winter Season of the 2011/2012 contract year;

K. What were the total gas volumes transported on this contract on Peak Day in contract year 2010/2011;

L. What were the total gas volumes transported on this on Peak Day in contract year 2011/2012; and

M. Please describe in detail including the process and the specific timing of how you would renew, reduce or terminate this contract?

Response:

A. The maximum rates TCO can charge for this service are a demand charge of $6.077 per Dth per month and a commodity charge of $0.0254 per Dth transported.

B. Columbia assigns a portion of this capacity to CHOICE and SCO suppliers pursuant to its PUCO approved allocation process. Columbia and suppliers assigned this capacity pay a monthly demand rate of $3.963 per Dth and a commodity charge of $0.0254 per Dth transported when this capacity is utilized from the primary receipt point to primary delivery point(s). If this capacity is used to/from a secondary delivery or receipt point the capacity so utilized is charged the maximum FERC allowed demand rate.

C. Other than the primary receipt point of this contract, all other points of receipt on TCO are available to this contract on a secondary basis subject to the operational limitations that may exist on TCO from time to time and subject to the provisions identified in the response to part B of this Interrogatory.

D. Other than the primary delivery points of this contract, all other points of delivery on TCO are available to this contract on a secondary basis subject to the operational limitations that may exist on TCO from time to time and subject to the provisions identified in the response to part B of this Interrogatory.

E. The original execution date of this contract was October 26, 2005.

F. The present term of this contract runs through March 31, 2018.

G. Since Columbia generally assigns portions of this capacity to CHOICE and SCO suppliers it is unaware of the total volumes transported on this capacity.

H. See response to OCC interrogatory no. 40, part G.

I. See response to OCC interrogatory no. 40, part G.

J. See response to OCC interrogatory no. 40, part G.

K. See response to OCC interrogatory no. 40, part G.

L. See response to OCC interrogatory no. 40, part G.

M. This contract has a six month notification date, i.e. Columbia must notify TCO no later than six months prior to the contract termination date of its intentions to renew, reduce or terminate this contract. Once notified TCO prepares the necessary contract documents and forwards those to Columbia for execution. Specific to this contract the notification date is September 30, 2017.

PUCO Case No. 12-2637-GA-EXM
OCC Interrogatory No. 50
Respondent: M. D. Anderson

COLUMBIA GAS OF OHIO, INC.
RESPONSE TO OCC'S FIRST SET OF INTERROGATORIES
DATED OCTOBER 5, 2012

Interrogatory No. 50:

Referring to Columbia's pipeline contract number 80061 with Gulf:

A. What is the maximum rate Gulf could charge for firm transportation service ("FTS") under this contract;

B. What is the actual rate Columbia pays Gulf for FTS under this contract;

C. What are the secondary receipt points for this contract;

D. What are the secondary delivery points for this contract;

E. What was the original execution date of this contract;

F. What is the term of this contract;

G. What were the total gas volumes transported for the 2010/2011 contract year;

H. What were the total gas volumes transported for the 2011/2012 contract year;

I. What were the average monthly gas volumes transported under this contract for each month of the Winter Season (i.e. November through March) of the 2010/2011 contract year;

J. What were the average monthly gas volumes transported under this contract for each month of the Winter Season of the 2011/2012 contract year;

K. What were the total gas volumes transported on this contract on Peak Day in contract year 2010/2011;

L. What were the total gas volumes transported on this on Peak Day in contract year 2011/2012; and

M. Please describe in detail including the process and the specific timing of how you would renew, reduce or terminate this contract?

Response:

A. The maximum rates Gulf can charge for this service are a demand charge of $4.2917 per Dth per month and a commodity charge of $0.0127 per Dth transported.

B. Generally Columbia assigns this capacity to CHOICE and SCO suppliers pursuant to its PUCO approved allocation process. Columbia and suppliers assigned this capacity pay a monthly demand rate of $4.2917 per Dth and a commodity charge of $0.0127 per Dth transported.

C. Other than the primary receipt point of this contract, all other points of receipt on Gulf are available to this contract on a secondary basis subject to the operational limitations that may exist on Gulf from time to time.

D. Other than the primary delivery points of this contract, all other points of delivery on Gulf are available to this contract on a secondary basis subject to the operational limitations that may exist on Gulf from time to time.

E. The original execution date of this contract was October 15, 2004.

F. The present term of this contract runs through March 31, 2018.

G. Since Columbia generally assigns all this capacity to CHOICE and SCO suppliers it is unaware of the total volumes transported on this capacity.

H. See response to OCC interrogatory no. 50, part G.

I. See response to OCC interrogatory no. 50, part G.

J. See response to OCC interrogatory no. 50, part G.

K. See response to OCC interrogatory no. 50, part G.

L. See response to OCC interrogatory no. 50, part G.

M. This contract has a six month notification date, i.e. Columbia must notify Gulf no later than six months prior to the contract termination date of its intentions to renew, reduce or terminate this contract. Once notified Gulf prepares the necessary contract documents and forwards those to Columbia for execution. Specific to this contract the notification date is September 30, 2017.