

FILE

279

RECEIVED-DOCKETING DIV
2014 AUG 15 AM 11:26

PUCO

August 15, 2014

Kathleen Trafford
ktrafford@porterwright.com

Porter Wright
Morris & Arthur LLP
41 South High Street
Suites 2800-3200
Columbus, Ohio 43215-6194

Direct: 614-227-1915
Fax: 614-227-2100
Toll free: 800-533-2794

www.porterwright.com

porterwright

CINCINNATI
CLEVELAND
COLUMBUS
DAYTON
NAPLES
WASHINGTON, DC

Ms. Barcy F. McNeal, Secretary
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215

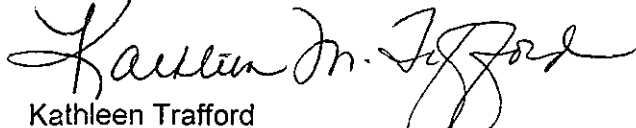
RE: **Suburban Natural Gas Company v.
Columbia Gas of Ohio, Inc.
Case No. 13-1216-GA-CSS
93-1569-GA-SLF
94-938-GA-ATR
94-939-GA-ATA**

Dear Ms. McNeal:

Enclosed for filing is the original and 1 copy to be filed in Case 13-1216-GA-CSS, 93-1569-GA-SLF, 94-938-GA-ATR, 94-939-GA-ATA.

If you have any questions regarding this filing, please feel free to contact me at your convenience.

Sincerely,


Kathleen Trafford
Attorney for Columbia Gas of Ohio, Inc.

Enclosure

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.
Technician TC Date Processed AUG 15 2014

RECEIVED-DOCKETING DIV
2014 AUG 15 AM 11:26
PUCO

THE PUBLIC UTILITIES COMMISSION OF OHIO

- - -

Suburban Natural Gas	:	
Company,	:	
	:	
Complainant,	:	
	:	
vs.	:	Case No. 13-1216-GA-CSS
	:	93-1569-GA-SLF
Columbia Gas of Ohio, Inc.:	:	94-938-GA-ATR
	:	94-939-GA-ATA
Respondent.	:	

- - -

DEPOSITION

of Andrew J. Sonderman, taken before me, Karen Sue Gibson, a Notary Public in and for the State of Ohio, at the offices of Porter, Wright, Morris & Arthur, LLP, 41 South High Street, 30th Floor, Columbus, Ohio, on Wednesday, August 6, 2014, at 10 a.m.

- - -

ARMSTRONG & OKEY, INC.
222 East Town Street, Second Floor
Columbus, Ohio 43215-5201
(614) 224-9481 - (800) 223-9481
FAX - (614) 224-5724

- - -

1 APPEARANCES:

2 Suburban Natural Gas Company
3 By Mr. William J. Michael
4 2626 Lewis Center Road
5 Lewis Center, Ohio 43035

6 On behalf of the Complainant.

7 Porter, Wright, Morris & Arthur, LLP
8 By Ms. Kathleen M. Trafford
9 41 South High Street
10 Columbus, Ohio 43215

11 NiSource
12 By Mr. Stephen B. Seiple
13 and Ms. Brooke E. Leslie
14 200 Civic Center Drive
15 Columbus, Ohio 43215

16 On behalf of the Respondent.

17 ALSO PRESENT:

18 Mr. Michael D. Anderson.
19 Mr. David L. Pemberton, Sr.
20 - - -

Wednesday Morning Session,
August 6, 2014.

- - -

STIPULATIONS

It is stipulated by and among counsel for the
respective parties that the deposition of Andrew J.
Sonderman, a witness called by the Respondent under
the applicable Rules of Civil Procedure, may be
reduced to writing in stenotypy by the Notary, whose
notes thereafter may be transcribed out of the
presence of the witness; and that proof of the
official character and qualification of the Notary is
waived.

- - -

INDEX

- - -

Sonderman Exhibit Identified

1	Complaint of Columbia Gas of Ohio, Inc.	8
2	8-18-93 Letter from Mr. Pemberton, Fax Sheet, and 8-10-93 Letter from Mr. Sonderman	11
3	Finding and Order	24
4	7-6-95 Letter from Mr. Pemberton with Second Amended Joint Petition, Application, and Stipulation and Recommendation of Columbia Gas of Ohio, Inc. and Suburban Natural Gas Company	42
5	9-11-96 Letter from Mr. Pemberton, 11-23-96 Letter from Mr. Sonderman, 9-18-96 Letter from Mr. Matto, and 9-30-96 Letter from Mr. Pemberton	50

- - -

1 ANDREW J. SONDERMAN

2 being by me first duly sworn, as hereinafter
3 certified, deposes and says as follows:

4 DIRECT EXAMINATION

5 By Ms. Trafford:

6 Q. Good morning, Mr. Sonderman. Would you
7 state your name and your business address for the
8 record.

9 A. Andrew J. Sonderman, 65 East State
10 Street, Suite 1800, Columbus, Ohio 43215. That's the
11 law offices of Kegler, Brown, Hill & Ritter.

12 Q. Okay. And, Mr. Sonderman, are you
13 appearing today to testify pursuant to a subpoena
14 that was issued to you by the PUCO in Case No.
15 13-1216-GA-SCC -- CSS, I'm sorry, a complaint case
16 brought by Suburban against Columbia Gas of Ohio?

17 A. Yes, I am appearing pursuant to that
18 subpoena.

19 Q. Okay. And do you understand that the
20 case pending before the Public Utilities Commission
21 of Ohio involves an allegation by Suburban that
22 Columbia Gas is violating the terms of a stipulation
23 that was entered into between the two companies in
24 1995 as a result of a case that was filed in 1993

1 before the Public Utilities Commission?

2 A. Yes.

3 Q. Okay. And were you previously employed
4 by Columbia Gas of Ohio?

5 A. Yes.

6 Q. And can you just give us your background
7 with the company, the years you were there, and the
8 positions you held.

9 A. I joined what was then the Columbia Gas
10 Distribution Companies, a subsidiary of the Columbia
11 Gas system, in November of 1978 as an attorney in
12 their law department. I continued as an attorney for
13 about three years; and, I apologize, I don't have
14 exact dates.

15 I then became a senior attorney in about
16 three years. At that stage I was doing both civil
17 trial litigation and rate case litigation primarily
18 in West Virginia, Kentucky, and New York, and
19 Pennsylvania. I continued in that role until I
20 became counsel in 1986, I believe. At that point in
21 addition to having roles in regulatory litigation and
22 that sort of thing, I also had some supervisory
23 responsibility for folks in the regulatory area.

24 I became an assistant general counsel in

1 1988, I believe, and again had more supervisory
2 duties as of that point. I will say that my
3 supervision throughout though was largely with the
4 companies other than Ohio. We had a number of
5 companies, Kentucky, Maryland, Pennsylvania,
6 Virginia, West Virginia, New York.

7 At the first of the year in 2000, I was
8 named general counsel and secretary for all the
9 Columbia Gas companies. Subsequently I also became
10 chief compliance officer; and, I'm sorry, I can't
11 remember the date but that would have been in the mid
12 '90s. But at that point I was responsible -- in
13 becoming general counsel I was responsible for all
14 the legal affairs of the respective distribution
15 companies.

16 Q. In Ohio as well as others?

17 A. In Ohio as well as the other states.

18 Q. And when did you leave the company?

19 A. I left the company on December 30 of
20 2003.

21 Q. During the time in the time period we are
22 going to be focusing on, first is the time period
23 1993 through 1995, 1996, when you were the assistant
24 general counsel, are you familiar with the

1 self-complaint case that the PU -- that Columbia
2 filed with the PUCO in 1993?

3 A. I am.

4 Q. Okay. And what were your
5 responsibilities? What was your role with respect to
6 that case?

7 A. Well, as general counsel for Columbia of
8 Ohio as well as the other affiliated distribution
9 companies at that point in time, I was responsible
10 for directing the defense of Columbia of Ohio with
11 respect to the allegations that we had received from
12 Suburban Natural Gas Company in the preceding -- the
13 months preceding the filing of that self-complaint,
14 several months, relating to our alleged noncompliance
15 with provisions of our tariff that were reported to
16 restrict our ability to use builder and developer
17 incentive programs in southern Delaware County.

18 MS. TRAFFORD: Would you please mark
19 this -- let's mark this as Sonderman 1.

20 (EXHIBIT MARKED FOR IDENTIFICATION.)

21 Q. Mr. Sonderman, let me hand you what we've
22 marked as your Exhibit 1 which is the -- for the
23 record is styled "Complaint of Columbia Gas of Ohio,
24 Inc., in the Matter of the Self-Complaint of Columbia

1 Gas of Ohio Concerning its Existing Tariff
2 Provisions" received by the Public Utilities
3 Commission on September 17, 1993.

4 A. I guess I've reviewed it.

5 Q. Okay. And I know you've mentioned your
6 role was to represent the company in connection with
7 this matter. Tell me as best as you can recall how
8 did this self-complaint case come to be filed by
9 Columbia with the Public Utilities Commission. What
10 were the circumstances that led up to the complaint
11 case being filed?

12 A. Okay. Again, as I indicated, for several
13 months prior to the filing of the self-complaint, I
14 became aware of allegations through conversations
15 with Mr. Pemberton, Dave Pemberton, Sr., I will just
16 call him Mr. Pemberton for these purposes, again,
17 talking about the alleged improper use of our builder
18 and developer programs in contravention of
19 limitations in the tariff about utilizing promotional
20 allowances in competition with another natural gas
21 company regulated by the Utilities Commission --
22 Public Utilities Commission.

23 Those discussions went on over time. We
24 were not able to either convince either -- either of

1 our opposite members our positions were
2 inappropriate. We did an economic analysis of the
3 Oak Creek project. We had just lost an apartment
4 project in immediate proximity to Oak Creek to
5 electric competition, and so we felt that we were
6 justified in employing our tariff-authorized
7 promotional allowances to compete there. And our
8 economic analysis determined that, in fact, even with
9 allowances it was an economically attractive
10 investment and an extension of our facilities.

11 I cannot tell you the exact timing
12 sequence of the events at this point, but either
13 before I provided a letter to Mr. Pemberton stating
14 that we believed our economic analysis justified our
15 decision to go forward in Oak Creek or whether --
16 whether it was before or after that letter he
17 provided me with a draft of a federal court complaint
18 that would have initiated litigation based on alleged
19 violations of state and federal antitrust laws.

20 I appreciated very much that he showed it
21 to me in draft form before it was filed, but it
22 didn't change our economic analysis that it made
23 sense for us to go forward with Oak Creek.

24 Q. Let me -- can I interrupt for one minute?

1 Because you referred to a letter perhaps we should
2 mark that letter.

3 MS. TRAFFORD: Can we mark this as
4 Sonderman Exhibit 2.

5 (EXHIBIT MARKED FOR IDENTIFICATION.)

6 Q. And let me hand you what we have marked
7 as Sonderman Exhibit 2 which is a letter dated
8 August 18, 1993, to you from Mr. Pemberton and
9 attached to it is a fax of a letter from -- from you
10 to Mr. Pemberton dated August 10. And my question
11 would be whether that was the letter you were
12 referring to in your testimony.

13 A. The August 10, 1993, letter from me
14 addressed to Mr. Pemberton is the letter I was
15 referring to regarding to our -- regarding our
16 economic analysis. And I'm reasonably confident,
17 although I can't say for certain, that I had been
18 provided with the draft federal court complaint
19 before a draft of this letter because I believe that
20 instructed my last paragraph in this letter regarding
21 the fact that we knew he was threatening litigation
22 and a negative campaign against Columbia Gas.

23 But now with respect to -- I haven't
24 looked yet at the letter of August 18, if I may.

1 Yes, this is Mr. Pemberton's letter
2 responding to my August 10 letter in which he stated
3 in the second paragraph that they would pursue
4 vigorously all legal remedies available for what -- I
5 am paraphrasing here -- they perceived as a blatant
6 violation of state and federal law which contained --
7 threatened the continued existence and the economic
8 viability of Suburban.

9 Q. And I want you to resume your answer;
10 but, first, could you just clarify for us, you've
11 made several references to the Oak Creek subdivision,
12 where was that subdivision located?

13 A. It is adjacent -- and I am not an expert
14 in southern Delaware County and the Polaris area, but
15 I want to say that it is to the west of Old State
16 Road and to the north of Powell Road, probably to the
17 north of Polaris Parkway, which I am not even sure
18 Polaris Parkway went through all the way at that
19 point. It probably did.

20 Q. Okay. Just so we have a point of
21 reference.

22 A. I do know that the Oak Creek apartment
23 complex that I'm -- that I referred to earlier is
24 across -- I don't know whether it's Powell Road or

1 Polaris Parkway at that point.

2 Q. Okay. Thank you.

3 A. So at the point after receipt of the
4 August 18 letter that it appeared that we were not
5 going to be able to resolve this thing through
6 dialogue and fearing that the next thing I might see
7 was a federal court complaint along the lines of the
8 draft that had been provided to me, I looked for an
9 alternative way to deal with the issue.

10 Again, I mentioned that I at that point
11 was not all that conversant with Public Utilities
12 Commission of Ohio procedures because my experience
13 as a trial attorney had been with commissions in
14 other states, but I talked with those on my staff,
15 Steve Seiple who is sitting here and Ken Christman,
16 who did have experience with the Public Utilities
17 Commission proceedings. And I told them that I
18 wanted to find a way to essentially get a declaratory
19 judgment from the Commission and what was the
20 mechanism for getting such a declaratory judgment.

21 My objective was to get a declaration
22 that our tariff had not been violated, that we were
23 authorized to compete against electric load as we
24 deemed it economically appropriate through our

1 builder and developer programs even if a -- another
2 jurisdictional natural gas company was competing in
3 the same area, and I wanted to have an alternative to
4 that, that if, in fact, the way our tariff read did
5 not permit that, that we would be allowed to amend
6 our tariffs so we could compete regardless of the
7 presence of another gas company.

8 Q. Had you concluded at that time that the
9 specific tariff language at issue as it was written
10 was unclear?

11 A. No. We believed it was clear we could
12 compete against an electric utility but our -- since
13 we were continuing to have these issues with
14 Suburban, and although I wasn't as closely involved,
15 I know there were cases in, I think, '86 and '87
16 circling around the same promotional allowance, I
17 wanted to find a way to break the deadlock and see if
18 we couldn't move forward.

19 The self-complaint mechanism is a -- is
20 the analogue for a declaratory judgment proceeding in
21 front of the Commission, and so I asked for our
22 lawyers to draft a self-complaint that would seek the
23 relief that you see in this self-complaint, the
24 exhibit you have given me.

1 Q. Could you identify for us the relief you
2 were seeking in the self-complaint case.

3 A. Referring to page 6, the first clause
4 under "wherefore" we asked them to issue -- asked the
5 Commission to issue an order holding that the
6 existing tariff doesn't prohibit us -- when I say
7 "we," I am talking about Columbia because I was at
8 Columbia at the time, did not prohibit Columbia from
9 providing marketing incentives, direct and indirect
10 payments for customer service lines, house piping,
11 and appliances, whether or not we were competing with
12 another regulated gas company in central Ohio
13 including the Oak Creek subdivision; or to permit us
14 to file the proposed tariff changes that would take
15 effect immediately.

16 And the tariff change deleted the
17 provision about the limitation with respect to other
18 gas companies. And you'll see that on the Fourth
19 Revised Sheet No. 6, Attachment A, paragraph 23(b),
20 the underlined portion which shows the provision we
21 wanted to delete as an alternative to our preferred
22 relief to say it's clear enough, we could go forward,
23 "The Company shall not provide or pay, directly or
24 indirectly, the cost of customer service lines when

1 competing with another regulated natural gas company,
2 unless such company offers to" pay or -- "provide or
3 pay for customer service lines, directly or
4 indirectly, or unless such assistance is essential to
5 induce a prospective customer to utilize natural gas
6 rather than an alternate source of energy."

7 And the same natural gas provision
8 appears at Sixth Revised Sheet No. 7 in paragraph 29
9 with respect to appliances. That was the relief we
10 had sought in the self-complaint.

11 Now, because Mr. Pemberton had accorded
12 me the courtesy of seeing his draft of the federal
13 court complaint, I felt that it was appropriate that
14 I should share with him the draft self-complaint, and
15 I did that the day before we filed it to give him an
16 opportunity to react to it. And he did give me some
17 reactions to it.

18 Q. And what were those reactions?

19 A. He made some -- I honestly cannot recall
20 the oral conversation that we may have had in
21 connection with it, but he did provide me with some
22 interlineations, fairly, fairly sparse
23 interlineations, on the draft complaint where he just
24 suggested things like this isn't what we are saying

1 or this isn't what we are alleging. But the upshot
2 was we clearly had not reached any accommodation, and
3 so we went ahead and filed the self-complaint the
4 next day.

5 Q. Prior to filing the self-complaint, did
6 you and -- did you, Columbia, and Suburban come to
7 any understanding or conclusion as to how they might
8 resolve the complaint other than in terms of the
9 relief you actually sought in the self-complaint?

10 A. The only reason that I'm pausing here to
11 think about this is with respect to the issues
12 identified as violations of our tariff and violations
13 of federal and state antitrust law and our ability to
14 continue to use the promotional allowances where we
15 felt necessary to compete. I don't think as to those
16 specific issues we had any path forward other than I
17 believe it is correct that I told Mr. Pemberton that
18 I would -- Columbia Gas would not oppose their motion
19 to intervene in our self-complaint proceeding.

20 But more globally there were discussions
21 that are subject to a confidentiality agreement that
22 I had with Mr. Pemberton on behalf of Suburban
23 Natural Gas which I'm really not prepared to discuss,
24 but it did not have to do with the specifics of our

1 self-complaint.

2 Q. Okay. And just -- maybe my question was
3 too -- too broad. Prior to filing the self-complaint
4 case, did you and Mr. Pemberton come to any
5 conclusion that there would be a different way to
6 resolve the issue in the self-complaint case other
7 than by tariff amendments?

8 A. I don't believe that absent a Commission
9 determination that the existing tariff permitted
10 conduct that was complained of that I saw any other
11 option than a Commission authorization to modify the
12 tariff.

13 Now, Mr. Pemberton and I are both
14 lawyers, and I'll state that we are pretty good
15 friends in addition to that. So were we -- did we
16 have the kind of conversation that you would say,
17 well, you know, I have got to file this thing, we are
18 going to go forward with it, obviously we are going
19 to try to find a way to resolve this short of an
20 adjudicated decision by the Commission? I am sure we
21 had that kind of discussion.

22 Q. Okay. Let's turn our attention then to,
23 you know, how the self-complaint case actually came
24 to be resolved. And what I would like you to do is

1 kind of walk us through your understanding of how the
2 self-complaint case ultimately came to be resolved.
3 And because I appreciate it's been a number of years
4 since this has occurred, let me give you for
5 reference what we previously marked as Respondent's
6 Exhibits A, B, and C; Respondent's Exhibit A being a
7 copy of a joint petition, application, and
8 stipulation and recommendation of Columbia Gas and
9 Suburban filed in Case No. 93-1569 in May of 1994;
10 Exhibit B is an amended joint petition filed in the
11 same case in September of 1994; and Exhibit C is a
12 copy of the second amended joint petition filed in
13 that same case on November 9, 1995.

14 And I give you those just for refreshing,
15 if you needed to refresh your recollection as you
16 walk us through the process as you understand it from
17 Columbia's perspective of how this self-complaint
18 case came to be resolved.

19 A. I am going to have to take this
20 sequentially so bear with me.

21 MR. MICHAEL: Are you going to be a
22 minute, Andy?

23 THE WITNESS: Yes, I am.

24 MR. MICHAEL: I want to step outside for

1 a minute.

2 (Discussion off the record.)

3 (Record read.)

4 Q. That was a long question. I'm glad we
5 read it back.

6 A. That's why I was glad to get it.

7 Both Suburban and Columbia of Ohio had
8 counsel with respect to anticompetitive issues. Our
9 counsel was Stuart Gold with Cravath, Swaine & Moore.
10 Their counsel was Bill Case with Thompson, Hine &
11 Flory, C-A-S-E. Very early on we were attempting to
12 work out a resolution that would give us the
13 protection we felt we actually had to have with
14 respect to use of our promotional builder and
15 developer allowances.

16 And would -- when I say "we" at this
17 point, I am saying this is Columbia's objectives, I
18 can't speak to Suburban's objectives, and to do so in
19 such a way that would be least restrictive to our
20 operations going forward, straightforward. Lots of
21 discussions. You know, the complaint was filed in
22 September of '93. We didn't file Exhibit A, the
23 joint petition, application, and stipulation, until
24 May of '94.

1 So, you know, can I tell you what I
2 recall in great detail, the discussions? Absolutely
3 not, but I can tell you that we had repeated
4 discussions. We involved counsel on both sides. We
5 got advice of counsel on both sides.

6 Here's the advice my counsel gave me, to
7 the extent that the settlement involved any sort of
8 an -- of a noncompetition element, that resolution
9 would have to be clothed with the state action
10 exemption from liability under the federal antitrust
11 laws, Sherman Act, not just the Sherman Act.

12 And I have to tell you my -- my mind-set
13 going into this was also informed by the fact that
14 one of our other companies during the 1980s we had
15 what's called a civil investigative demand from the
16 Justice Department with respect to a territory
17 allegation issue. And I assure you that is nowhere
18 you want to be as legal counsel for a regulated
19 utility.

20 In Ohio, although the electric utilities
21 have state action protection in the form of certified
22 service territories, that's not the case with gas
23 utilities in Ohio. There are no certified service
24 territories. Literally you can compete in any

1 county, any town, on any street in the state. And so
2 if there were to be some sort of limitation on that
3 competition, it had to be -- it had to be authorized
4 under the state action exemption.

5 The state action exemption, I think,
6 springs from a case called Parker versus Brown. That
7 was the fountain head of it and it provided in its
8 earliest iterations that in order to qualify for
9 state action protection from a per se violation of
10 the Sherman Act, you had to have both a clearly
11 articulated state policy and that state policy had to
12 be actively supervised by the state or by delegation
13 to its agent, in this case the Public Utilities
14 Commission of Ohio.

15 As that -- the reason I have pulled out
16 this Harvey article is because I'm not an antitrust
17 expert and I wanted to refresh my recollection on the
18 chronology but there was a case that came out, I
19 think it was Midcal, M-I-D-C-A-L, that provided that
20 the second component of that test, the act of
21 supervision, required actual compulsion by the state
22 agency that said you will do this and that would
23 otherwise violate the antitrust laws.

24 Not long before we started getting into

1 the issues with Suburban, I think it was right around
2 1980 -- I'm sorry, it was actually issued in 1985,
3 there was a case that sort of clarified this,
4 Southern Motor Carriers Rate Conference, Inc., versus
5 United States. That kind of came out right in the
6 middle of the earlier dispute that I mentioned that
7 involved another company within the affiliated group,
8 so I was very familiar with it at the time. It
9 modified the state action exemption second to
10 progress by suggesting that it was not necessary,
11 although it certainly would be evidence of active
12 supervision, to have a compulsion to do specific
13 things in violation of the antitrust laws. It
14 clarified that a state regulatory agent, this did
15 involve public utilities commissions in four
16 different states, could permit rather than compel
17 what would otherwise be a per se violation.

18 I'm sorry for that long-winded
19 explanation but that was critical to the formation of
20 my thinking here because at the same time we filed
21 this self-complaint the Public Utilities Commission
22 and individual Commissioners had begun a practice of
23 placing disclaimers in the findings of fact,
24 conclusions of law, in the ordering paragraphs of

1 their -- their opinions and orders that they were not
2 providing any protection from the state action --
3 from the federal or state antitrust laws; and, in
4 fact, in the order that adopted the ultimate
5 settlement in this proceeding, they had that
6 paragraph.

7 Q. Let's go ahead and mark that order so we
8 can make sure we're understanding the testimony.

9 MS. TRAFFORD: Would you mark this as
10 Sonderman 3.

11 (EXHIBIT MARKED FOR IDENTIFICATION.)

12 Q. Mr. Sonderman, let me hand you what we
13 have marked as Exhibit 3 which is a copy of the
14 finding and order of the Commission in Case No.
15 93-1569 and maybe that will help clarify your
16 testimony as to what language the Commission was
17 putting in orders prior to this time as I understand
18 your testimony.

19 A. That's correct. They had adopted this
20 language -- this appears on page 6 in finding
21 number -- finding paragraph No. 13, I'm quoting, "Our
22 approval of this stipulation does not constitute
23 state action for purposes of the antitrust laws. It
24 is not our intent to insulate the parties to the

1 stipulation from provisions of any state or federal
2 law which prohibit the restraint of trade." That
3 identical language -- it's not identical. It also
4 appears in the second to last ordering paragraph on
5 page 7 of that order, "ORDERED, That our approval of
6 this stipulation does not constitute state action for
7 purposes of the antitrust laws. It is not our intent
8 to insulate the parties to the stipulation from the
9 provisions of any state or federal law which prohibit
10 the restraint of trade."

11 My point in bringing that up is that
12 because of that language even playing the modified
13 Southern Motor Carrier's gloss on the state action
14 exemption to parties, this is the antithesis -- this
15 language is the antithesis of permission to engage in
16 conduct that's otherwise per se a violation. In
17 fact, it would say just the opposite, that we are, in
18 fact, exposing you to whatever conduct you are
19 engaging in without any protection whatsoever from
20 the state of Ohio.

21 Q. And were you seeking to -- that was the
22 protection you were seeking to have in this proposed
23 stipulation?

24 A. Let's go ahead and turn to the joint

1 stipulation which has been marked as Exhibit A,
2 Respondent's Exhibit A. There was provision in
3 Section A of the joint petition for approval of that,
4 identifies specific -- by location specific
5 facilities that were to be transferred by Suburban to
6 Columbia Gas of Ohio. That appears in paragraph 2
7 from page 3 carrying over to page 4. And from
8 Columbia Gas of Ohio to Suburban that appears in
9 paragraphs 4a and b of this Exhibit A that's on pages
10 4 and 5.

11 In subsection B of that application was
12 the protection that was my objective which was to
13 allow us to amend our tariffs to delete the offending
14 language and make it clear that we could utilize our
15 promotional allowances in work for builders and
16 developers even if another regulated gas company is
17 competing for the load. And regardless of whether
18 they are offering promotional allowances, that's
19 their affair.

20 But here is where the state action
21 exemption comes in. There were additional
22 recommendations in subsection C starting on page 10
23 and going through the signature page on page 13. And
24 these were explicitly noncompetitive, nonduplication

1 of facilities provisions that we had vetted with
2 antitrust counsel, I did, I presume they did. I know
3 they did because I have seen some of the
4 correspondence from Mr. Case so there was -- there
5 was an actual noncompete in the -- in a joint
6 petition that was presented to the Commission.

7 Q. Mr. Sonderman, is that the only
8 noncompete -- let me refer you to earlier in the
9 petition as well to paragraph --

10 A. Oh, I'm sorry.

11 Q. Paragraph 9 starting on page 7, paragraph
12 9, is that also a provision -- I will give you a
13 minute to read it. Is that also a provision you
14 would consider a noncompete provision?

15 A. Yes, I'm sorry. That's -- that's --
16 obviously I haven't studied these agreements to the
17 extent that I would have if I was still their general
18 counsel. Yes, these are -- these are clearly the
19 noncompete provisions taken in concert with the
20 paragraphs 1 -- let's say 2 through -- C.2 through
21 C.3 which those that I referred to earlier talk about
22 going to the Commission, getting authority, that sort
23 of thing.

24 The actual noncompete appears at page --

1 at paragraph 7 -- let's see, no, that's the transfer
2 of title documents. Yeah, paragraph 8, "As
3 consideration for the conveyance," that's in that
4 cause provision. Paragraph 9, in connection with,
5 and ancillary to, the conveyance and transfer, we
6 would covenant not to compete.

7 Q. And can you explain what would be the
8 essence of that covenant not to compete? What were
9 you actually agreeing to or proposing to agree to?

10 A. Of course, the language, I think, is
11 relatively clear. We would agree for a period of 10
12 years from the date of the Commission order approving
13 the stip that we would not compete in the area -- the
14 vicinity of the transferred facilities which were
15 identified in subparagraphs a, b, and c with respect
16 to Columbia and paragraphs d and e with respect to
17 Suburban.

18 And it was in those areas explicitly that
19 there would be no competition in order -- in order to
20 give the transferee of the facilities the opportunity
21 to realize the value of their investment in those
22 facilities and develop the load served from those
23 facilities.

24 Q. And it was important to you from the

1 standpoint of the antitrust concerns you've
2 identified that this area be precisely defined?

3 A. Of course. One thing about the state
4 action exemption is there's language in several of
5 the decisions that says, you know, it's got to be
6 clear and unequivocal. It can't be an ambiguous
7 permission.

8 So, yes, any time you are going to have
9 something protected from liability under the federal
10 and state antitrust laws, it's got to be laid out
11 with clarity and --

12 Q. Is it also important that there be
13 temporal time limitations on any such agreements in
14 your understanding?

15 A. Well, I am not an antitrust expert. I
16 believe that was clearly the advice of our antitrust
17 counsel, that there had to be -- like -- almost like
18 a restriction on competition by a former employee
19 there -- you can enforce those things provided there
20 is relatively defined parameters both in terms of
21 geographical scope and chronology of time.

22 So, again, you had these noncompete
23 provisions in the first joint petition with the
24 advice of counsel but with the clear overriding

1 understanding that absent Commission permission to
2 engage in this conduct it was a nonstarter from my
3 perception as general counsel and I didn't -- again,
4 if we -- if we had any sort of an affirmative
5 statement by the Commission in its final order like
6 the one that, in fact, appeared in the final order in
7 this case, that exposed us to unacceptable potential
8 liability.

9 Q. Before we go on to any further
10 developments, let me also direct your attention to
11 page 9 of the joint petition marked as Exhibit A and
12 that first full paragraph on the top of page 9. And
13 if you maybe read that out loud so we all know what
14 the point of reference is.

15 A. "Notwithstanding the foregoing Columbia
16 will be permitted to install in the area described in
17 a. above a high pressure natural gas pipeline, the
18 purpose of which is to be limited to transporting gas
19 from existing and future sources of supply to
20 various" distribution -- "gas distribution systems
21 owned and operated by Columbia in southern Delaware
22 County and northern Franklin County, Ohio to points
23 outside of said area unless Suburban agrees
24 otherwise."

1 Q. Tell me what was your understanding of
2 why that provision was added to this first joint
3 petition.

4 A. While we were uncertain with respect to
5 the time schedule for such a project, we knew that as
6 we were gathering load in northern Franklin and
7 southern Delaware County, however you want to define
8 southern Delaware County, that we were going to have
9 to have high pressure deliverability to support that
10 growth in southern -- in Delaware County and Franklin
11 County. Now, it's been referred to as the northern
12 loop, and I know that it was ultimately approved by
13 the Power Siting Board after I left the company and I
14 believe placed in service sometime in 2006 but that's
15 subject to check. I'm not sure of that.

16 Because we knew we were going to have to
17 do that and because we weren't necessarily sure of
18 what the route was going to be and because it's
19 conceivable -- it was conceivable and we discussed
20 the possibility that it would be contiguous to the
21 areas of the facilities that were going to be
22 transferred pursuant to paragraph 4, we thought it
23 needed to be addressed in this application, this
24 joint petition, so that it was clear that the parties

1 understood that at some point it was going to be
2 installed and that when it was installed, we would
3 still have the opportunity to serve "various gas
4 distribution systems owned and operated by Columbia
5 in southern Delaware and northern Franklin County and
6 to points outside of the said area."

7 Q. And as you read that statement "to the
8 points outside said area," what was your
9 understanding of what that said area was?

10 A. I think it was the described areas,
11 those -- those specific areas of the facilities that
12 we were transferring pursuant -- let's see here, bear
13 with me, paragraphs 4a and b. 4a was Columbia's
14 pipeline on Orange commencing at the middle of the
15 Norfolk & Western Railroad tracks and continuing on
16 east along Orange and Old State Road. And
17 subparagraph b Columbia's pipeline which runs from
18 the intersection of Orange Road and Old State Road
19 north along Old State Road to "The Shores"
20 subdivision, "Shores" is in quotes, and beyond to its
21 terminus, including all piping currently owned by
22 Columbia within that subdivision.

23 Q. And as I understand your testimony, that
24 is the area of the transfer facilities.

1 A. Right. But --

2 Q. Then was the area of the noncompete also
3 described?

4 A. I thought we were talking about the
5 northern --

6 Q. We are talking about the paragraph on
7 page 9 and the reference is to installing the high
8 pressure line in the area described in a. above. And
9 is that part of the paragraph dealing with the
10 noncompete?

11 A. That is not part of -- well, yes, that is
12 the paragraph that deals with the facilities to be
13 transferred and the area around those facilities.

14 Q. All right.

15 A. If that answers your question.

16 Q. That's helpful. Thank you. You
17 indicated it was contemplated -- at this point in
18 time when you are dealing with the preparation of the
19 joint petition in the 1993-94 period, there was
20 contemplation of this high-pressure pipeline that
21 Columbia might ultimately build in the future.

22 A. Uh-huh.

23 Q. And you indicated, I believe, that
24 that -- the area to be served by that high-pressure

1 pipeline was the area in -- in Delaware County and
2 northern Franklin County; is that correct?

3 A. My recollection is that it was explicit.
4 Those were the areas closest to where we were and
5 those were the areas where it was most likely that we
6 would expand from. We knew that the pressure in the
7 system in northern Columbus would not sustain
8 substantial growth in southern Delaware County,
9 however you want to define that, or beyond; but I do
10 know that we were focusing on those areas as the
11 immediate areas where this line was necessary to
12 reinforce our supply.

13 Q. Okay. Because you were -- all right.
14 Let me ask this, because you were focusing on that
15 area was there any focus back in this timeframe when
16 the -- when the joint petition is being filed that
17 there would be a concern there might be pressure
18 problems on the eastern and western outside of
19 Delaware, in the Marysville area, in the Newark area?
20 Was that part of the concern as well?

21 A. I can never recall any mention of either
22 of those areas. I mean, you are talking about 1993.
23 I am trying to think about when Mr. Wexner and
24 Mr. Kessler decided to create the new community in

1 New Albany, and I don't -- I don't -- I think it may
2 have still been in the planning stages, but it was
3 unclear, at least to me, maybe our operations folks
4 would have a longer view, but as general counsel, it
5 was not on my radar screen in negotiating this
6 arrangement and making sure it had the necessary
7 components for us. We were -- I was not looking at
8 anything other than Delaware County and Franklin
9 County.

10 Q. Okay. Thank you for that clarification.
11 Were you -- we were talking about the evolution of
12 how the resolution came about, and I interrupted you
13 with some clarification questions. Take us back to
14 what happened with the joint petition that was filed
15 with the Commission but I take it it was never
16 approved, the initial joint petition.

17 A. That is correct. It became abundantly
18 clear I think to both Suburban and to Columbia that
19 the joint petition as structured would simply not be
20 acted upon, certainly would not be approved by the
21 Commission. Several Commissioners to my recollection
22 expressed concerns that they were just not going to
23 be part and parcel of a territorial allocation.

24 We believed that they would accept a

1 transfer of facilities if it was part of a settlement
2 that didn't involve a noncompetition element. And so
3 I think that led us into the ongoing discussions that
4 led to the filing of Exhibit B, the amended joint
5 petition, application, and stipulation and
6 recommendation.

7 Now, the major distinctions -- from my
8 perspective and my recollection the main distinctions
9 were the noncompete elements that you saw, I believe,
10 in paragraph 9 -- A.9 was it? Yeah, beginning on
11 page 7 and carrying over to page 8, the top of page 9
12 of Exhibit A, that was simply taken out of the joint
13 petition. There was -- let me make sure of this.

14 The facilities to be transferred, I
15 believe, remained the same. I'm trying to find
16 where -- give me a moment. I need to find something.

17 MS. TRAFFORD: Maybe we can go off the.
18 It's been about an hour. We will go off the record
19 and take a short break.

20 (Recess taken.)

21 MS. TRAFFORD: Let me make a note. While
22 we were on break Mr. Sonderman asked to see a
23 document to refresh his recollection, and I handed
24 him what we had previously marked as Respondent's

1 Exhibit M in Mr. Pemberton's deposition which is the
2 September 15 letter from Mr. Pem -- September 15,
3 1994, letter from Mr. Pemberton to Mr. Barnes
4 addressing the ancillary agreement. Mr. Sonderman
5 asked to have the document to refresh his
6 recollection.

7 A. Thank you. We were discussing what I saw
8 as the major distinctions between the joint petition
9 and the amended joint petition, and in addition to
10 removing those features that were the subject of the
11 noncompete in the joint petition, the provision
12 dealing with the northern loop pipeline was also
13 deleted as the amended joint petition was submitted
14 in late September of '94 to the Commission.

15 Now, the document that I asked for was a
16 draft of what we referred to as an ancillary
17 agreement but in Commission parlance would more
18 properly be characterized as a sidebar agreement.

19 A little bit of history here, I know that
20 until recently -- recent, I'll say within the last 10
21 years. For me it's recent.

22 MR. MICHAEL: I was in high school back
23 then, I think.

24 A. Time is a relative thing but for -- until

1 the last 10 years or so it was a common feature of
2 Commission practice that agreements, particularly in
3 rate cases and complex matters, would involve any
4 number of sidebar agreements of which the Commission
5 was aware and were not actually reflected in the
6 final order resolving a specific proceeding.

7 The concept here was that we could have
8 that kind of agreement here if we could get the
9 Commission to understand that we were trying to play
10 nice and get it resolved. This was never signed to
11 my knowledge.

12 Q. This being Exhibit M?

13 A. This being Exhibit M. I think we had an
14 agreement in concept that it could be signed and that
15 informed the filing of the amended joint petition.
16 It was simply trying to take the issues regarding
17 noncompetition and also the issue about the northern
18 loop pipeline and putting them in a sidebar
19 agreement.

20 To my -- my recollection is that in the
21 course of discussions with staff who knew about this,
22 one or more of the Commissioners, I'm certain one of
23 them was Craig Glazer, the Chairman of the
24 Commission, I believe Dick Fanelly as well, and maybe

1 others, asked if there were any other agreements
2 associated with the amended joint petition, Exhibit
3 B. And it was acknowledged that there were.

4 We had people involved in those meetings
5 with the understanding of Mr. Pemberton that we were
6 having those meetings, so it wasn't ex-parte
7 communication. And I -- I believe that Mr. Pemberton
8 had a very direct conversation with the Chairman of
9 the Commission that made it abundantly clear that
10 there would be no approval of the amended joint
11 petition to the extent that it had an ancillary
12 agreement associated with it that they viewed as a
13 territorial allocation.

14 So here we are.

15 Q. Is that where that ended?

16 A. Well, let me -- let me just indicate --
17 go back to my earlier discussion of the parameters of
18 the state action exemption. Given what the
19 Commission -- Commissioners had said, my strong
20 belief was that any order that came out in this
21 proceeding was going to have the language we
22 discussed from the -- and that actually did appear in
23 Sonderman Exhibit 3, the Commission's finding and
24 order adopting the second amended joint petition,

1 application, and stipulation and that was that this
2 was not insulated in any way from antitrust liability
3 for violations of state or federal antitrust law.

4 Now, a long time passed --

5 Q. Let me ask from Columbia's perspective do
6 I understand from your testimony not having that
7 protection would have been a deal breaker?

8 A. Absolutely. It's not -- I mean, clearly
9 there were two participants in such an agreement, one
10 of them a small gas company with at the time, I'm
11 sure, less than 10,000 customers and Columbia Gas of
12 Ohio which serves most of the state and had over a
13 million customers. So from my risk analysis
14 perspective the potential liability for us was far
15 greater than it would have been for Suburban and
16 totally unacceptable. That hadn't changed from the
17 day before we filed the self-complaint. That was
18 always first and foremost in my mind and parallel of
19 getting protection of our using promotional
20 allowances.

21 Now, this was submitted in -- this
22 Exhibit B was submitted -- I'm not sure why we don't
23 have the filing date on this, but I presume it was
24 filed. I see "executed copy" with the legend "filed

1 9-30-94" at the top, so I presume that was the date.

2 Q. Yes. I can represent to you the -- you
3 are looking at Exhibit B, the amended?

4 A. Exhibit B, amended.

5 Q. Was filed September 30, 1994.

6 A. Okay. It wasn't until November 9 of 1995
7 that we filed the second amended joint petition,
8 application, and stipulation and recommendation
9 between the companies. That's Exhibit C.

10 Q. And is that the --

11 A. This is the petition.

12 Q. That was approved by the Commission.

13 A. That was approved by the Commission in
14 its finding and order dated March 4 of 1996.

15 Q. And tell us your recollection of how the
16 second amended petition came into -- into existence.

17 A. I would say first that there was a period
18 of growing frustration perhaps not on my part but I
19 think that Mr. Pemberton believed that the status quo
20 that continued to allow the utilization of our
21 promotional allowances under the existing tariff was
22 working to the detriment of Suburban. And I think
23 there was a level of frustration that was growing
24 there.

1 I can tell you that during this interim
2 there were also renewed discussions of a confidential
3 nature that I don't think are germane to the issues
4 in this case, but I think it was part and parcel of
5 the time interval that passed before we got to the
6 filing of the second amended joint petition,
7 application, and stipulation. So there were things
8 going on. It wasn't as though it was simply ignored.

9 Q. Let me do this just to help orient us
10 timewise.

11 MS. TRAFFORD: Can we mark this as
12 Sonderman 4.

13 (EXHIBIT MARKED FOR IDENTIFICATION.)

14 Q. Let me hand you what's been marked as
15 Exhibit 4 and that's the July 6, 1995, letter from
16 Mr. Pemberton to Mr. Sonderman.

17 A. That's close. Sonderman.

18 Q. Sonderman.

19 MR. ANDERSON: It should be spelled with
20 a U.

21 THE WITNESS: That would be easier.

22 Q. Okay. I'll do it phonetically.

23 Maybe take a look at that for a minute to
24 help refresh your recollection in terms of the timing

1 of the second amended petition.

2 A. Thank you for your patience. Yeah, I
3 believe that until this point there had not been
4 focused discussions since we learned that the amended
5 joint petition was dead on arrival as far as the
6 Commission was concerned. This was the first time in
7 several months that we had had discussions with
8 respect to trying to get this done, if that's
9 responsive to your question.

10 Q. That is. Thank you. And tell us your
11 recollection then if at some point -- this is
12 obviously a draft of the second amended petition. At
13 some point later in September of 1995, the second
14 amended petition is actually filed with the
15 Commission. Tell me what was your understanding of
16 the parties' agreement as in -- as incorporated into
17 the second appended petition.

18 A. Okay. The first thing that I would note
19 before departing from the Exhibit 4 letter is that I
20 took due note in receipt of this Mr. Pemberton's
21 note, I believe this is his handwriting, "P.S. I have
22 not discussed or reviewed this with my attorneys."
23 So this was Mr. Pemberton's draft, and this draft
24 basically brought back into this agreement only the

1 provision dealing with the northern loop. Everything
2 else, as best as I can recall it, remained
3 essentially the same with respect to the transfer of
4 facilities, the request for authority to amend the
5 tariff provision, and that sort of thing.

6 Q. And what was your understanding of why
7 Mr. Pemberton was seeking to re -- reintroduce that
8 particular paragraph into the second amended
9 petition?

10 A. Well, I think twofold. Again, I can only
11 speak from my understanding and my perception. I
12 think that Mr. Pemberton certainly wanted to make it
13 clear that we were not going to use the northern loop
14 wherever it was ultimately decided to be sited, and I
15 think there were discussions of having the northern
16 loop much further towards Franklin County than it
17 ultimately was constructed. But I think it was
18 important for him that the facilities that we were
19 transferring to him would not simply be duplicated by
20 the northern loop pipeline system in efforts to serve
21 in the vicinities of those transferred facilities.
22 That was my perception. That's perception No. 1.

23 The perception No. 2, that it was
24 important to him that -- Suburban was growing too,

1 and it was important to him that there be assurance
2 that subject to, as it says in A.10, I believe it is,
3 let's go to A.10, this is in Exhibit C, yeah, you
4 know, it was important -- I am going to read this as
5 the Commission approved it, okay?

6 Q. Then you should read it from Exhibit C.

7 A. I have Exhibit C.

8 Q. Okay.

9 A. This is paragraph A.10. "Nothing in this
10 Stipulation shall be construed as preventing Columbia
11 from installing, in any of the areas described, a
12 high-pressure natural gas pipeline, the purpose of
13 which is to be limited to transporting gas from
14 existing and future sources of supply to various gas
15 distribution systems owned and operated by Columbia
16 in southern Delaware and northern Franklin Counties
17 to points outside of said areas, which pipeline shall
18 also be available, subject to appropriate rate and
19 service conditions, as a supply source for Suburban's
20 system."

21 I think if you compare that -- the
22 language which had not been changed in the ancillary
23 agreement, which was originally in A.9 in the joint
24 petition, here we go, that provision about the

1 "pipeline shall also be available, subject to
2 appropriate rate and service conditions, as a supply
3 source for Suburban's system" had not been in the
4 initial joint petition. It simply ended after "the
5 purpose of which is to be transporting gas from
6 existing and future sources of supply to various gas
7 distribution systems owned and operated by Columbia
8 in southern Delaware County and northern Franklin
9 Counties to points outside of said areas, unless
10 Suburban agrees otherwise."

11 So that "unless Suburban agrees
12 otherwise" was taken out, the explicit acknowledgment
13 that the northern loop would be made available,
14 presuming that other rate and service conditions
15 could be agreed to, as a supply source for its
16 growing system. So we thought that was important to
17 them. I was willing to do that.

18 I was willing to do that because there
19 was also an additional provision added to C,
20 "Miscellaneous Recommendations," and that was what
21 was paragraph C.2 in Exhibit C as it was adopted by
22 the Commission. And I'll read it. "This stipulation
23 and the mutual releases and covenants not to sue are
24 the only agreements executed by the Parties for the

1 purpose of terminating this controversy," no
2 sidebars, no noncompete.

3 To my way of thinking, and I believe this
4 is supported by the complaint language of this
5 document as ultimately adopted, as I was reading
6 paragraph A.10, where it refers to "the purpose of
7 which is to be limited to transporting gas from
8 existing and future sources of supply to various gas
9 distribution systems owned and operated by Columbia"
10 was qualified by this prior statement "nothing in
11 this Stip shall be construed as preventing
12 Columbia" -- you know, it's not a limitation; it's a
13 permission -- permitting Columbia from installing --
14 preventing Columbia from installing in any of the
15 areas described a high-pressure natural gas pipeline.

16 And it gave us the authority to use that
17 pipeline to supply gas distribution systems owned and
18 operated by Columbia in southern Delaware and
19 northern Franklin Counties, however you want to
20 describe those. It wasn't important to me that there
21 be a definition of those areas because this was --
22 this was not an anticompetitive provision. It was
23 simply indicating where -- how we could install this
24 line, and the provision about "in any of the areas

1 described," I believed then and I believe now
2 referred to the vicinity of the transferred
3 facilities as they were approved by the Commission in
4 paragraphs 4a and b of paragraph 4 -- on page 4 of
5 Exhibit C.

6 I mean, Columbia even before I departed
7 at the end of 2003 continued to build out additional
8 areas north of the Franklin County line and east of
9 Union County and west of Licking County. And our --
10 I think our activity in doing so was very consistent
11 with seeing the provision as to the northern loop as
12 only providing the necessary assurances that
13 Mr. Pemberton asked for, that it could be considered
14 as a supply source for Suburban and that it wouldn't
15 just because we sited it in proximity to the
16 transferred facilities be used to substitute for
17 those transferred facilities.

18 Q. And that was your and Columbia's
19 understanding?

20 A. That was my clear understanding.

21 Q. At any time were you ever told that
22 Mr. Pemberton or Suburban's view of this language --
23 of this language would be that it would prohibit, by
24 this language I am referring to paragraph A.10, that

1 it would prohibit Columbia from using a high-pressure
2 pipeline it might ultimately install to serve its
3 distribution facilities in southern Delaware County?

4 THE WITNESS: Could you read that back to
5 me.

6 (Question read.)

7 A. Until the filing of this action and when
8 I saw it on the online docket, I do not recall any
9 instance in which I was informed by Mr. Pemberton or
10 anybody on behalf of Suburban that their
11 interpretation of this was an -- some sort of a
12 protected zone that could not be served -- systems
13 owned by Columbia could not be served in any portion
14 of Delaware County.

15 We had -- we had some conversation -- we
16 had some conversations and some written
17 correspondence that I recall after the execution of
18 the stipulation and its adoption by the Commission
19 where the language said there's no other agreements
20 and no protection from antitrust, but I was cool with
21 that because we had no noncompete at that point, no
22 areas where there was a no fly zone, no restrictions
23 on what lines could serve it other than, in my view,
24 the limited protection to those described areas where

1 we transferred the facilities. But there was
2 correspondence about a broader area of Delaware
3 County where I believed that Mr. Pemberton was
4 suggesting there was some accommodation that would
5 prevent duplication of facilities or competition.

6 MS. TRAFFORD: Let's go ahead and mark
7 this as Exhibit 6 -- 5.

8 (EXHIBIT MARKED FOR IDENTIFICATION.)

9 Q. Let me hand you what we have marked as
10 Exhibit 5 and I would ask you to identify it, please.

11 A. Yes. This is a set of three letters, two
12 of them addressed to me and one addressed to
13 Mr. Pemberton. My letter to Mr. Pemberton included a
14 letter I had asked for and received from my counsel
15 at Bricker & Eckler, Edward Matto, with an
16 attachment.

17 Q. And were these the letters you are
18 referring to in your prior testimony?

19 A. Yes.

20 Q. And tell us why are these letters
21 significant to you.

22 A. Well, when I looked at the -- the first
23 paragraph of the letter that is dated September 11
24 addressed to me from Mr. Pemberton was not a matter

1 of concern. That was something we thought we could
2 deal with.

3 The second paragraph of the letter asking
4 for reassurances regarding a situation in the U.S.
5 36-State Route 37 area really got my attention and
6 caused me great concern because, again, at this point
7 we had represented to the Commission that there were
8 no noncompetition agreements in place, no other
9 agreements in place, and this seemed to talk about an
10 agreement or an accommodation and there was a map
11 which frightened me.

12 Q. Is that the map identified as -- on the
13 bottom with a Bates No. COH0013?

14 A. Yes.

15 Q. And why did that frighten you?

16 A. Well, there is an area identified in dark
17 marker, it's not in color so, but it appeared to be
18 the area that was being discussed in this
19 correspondence. My reaction to that was to contact
20 Mr. Matto who was advising me at that time as
21 competition counsel and just raised a concern that I
22 thought this might be construed by a third party as
23 an unauthorized and, therefore, per se a violation of
24 the federal antitrust laws that don't allow you to

1 restrain trade.

2 Mr. Matto agreed with me that there was a
3 concern to that purpose, and I asked him to prepare a
4 letter, the one I mentioned that was attached, and I
5 wrote to Mr. Pemberton on September 23 stating
6 categorically from our position the only thing that
7 the joint stipulation did was provide for the
8 transfer of certain identified facilities for the
9 advantaged service to certain customers and expressly
10 provided, as acknowledged by the PUCO order adopting,
11 there were no further agreements with respect to
12 noncompetition between Suburban and Columbia.

13 So that was our position then and I don't
14 think that ever wavered from the stand -- from the
15 date that we learned that there would not be any
16 protection by way of state action exemption in an
17 order in these proceedings.

18 Q. You referred to the term, you know, a
19 noncompetition agreement or noncompetition elements.
20 And in your mind would an agreement not to use the
21 high-pressure line that was contemplated in areas of
22 Columbia's distribution system outside that very
23 narrow area of the transferred facilities, would that
24 be in your view one of these anticompetitive

1 elements?

2 A. Unquestionably.

3 Q. So in terms of the letters we have just
4 been looking at marked as Exhibit 5, when you are
5 talking about no agreement, it would include that
6 type of an agreement --

7 A. No. Whether it is this line or any other
8 line, although I can't imagine the Public Utilities
9 Commission authorizing -- Power Siting Board
10 authorizing a duplicative pipeline to serve the same
11 area, yes, I would view any restriction on the use of
12 that line to serve facilities owned by Columbia
13 wherever those facilities are located to be an
14 inherently uncompe -- noncompetitive provision.

15 Q. Tell me from the time -- up until the
16 time you left Columbia what was Columbia's view in
17 terms of how it was implementing the 1995 stipulation
18 as approved by the Commission. What did Columbia do
19 in response to that stipulation, if anything?

20 A. We amended our tariffs as provided that
21 we could. We provided additional training to our
22 marketing personnel to make sure that they understood
23 the requirements of fair and vigorous competition.
24 The provision with respect to the northern loop, of

1 course, didn't become operative until after my tenure
2 with the company ended, but had it been sited and
3 approved by the Power Siting Board during my tenure,
4 we could have -- would have honored its provisions in
5 terms of the areas described that were being
6 transferred to Suburban and competed as appropriate
7 serving load through facilities owned by Columbia
8 wherever they were.

9 Q. How about during the time you were still
10 with Columbia after the agreement was signed, so this
11 would be '96 through 2003, was -- was Columbia
12 actively competing with Suburban for customers with
13 respect -- within that area of the transferred
14 facility to your knowledge?

15 A. I think the answer to that is no. I
16 think it was based on an economic analysis that
17 having transferred those facilities, to put in new
18 facilities to serve in those specific areas simply
19 didn't make economic sense for us.

20 Q. And was that a unilateral decision by the
21 company?

22 A. Absolutely.

23 Q. You've made several references in your
24 testimony to southern Delaware County. Let me hand

1 you what was previously marked as Respondent's
2 Exhibit E which is a copy of Suburban's responses to
3 certain discovery that was served by Columbia earlier
4 in this case. And I would direct your attention in
5 particular to interrogatory No. 3 and the answer to
6 that interrogatory.

7 A. Okay. I've read the interrogatory and
8 the response.

9 Q. Was there any agreement between Columbia
10 and Suburban in connection with the second amended
11 petition as was approved by the Commission that
12 southern Delaware County would be defined as all the
13 area of Delaware County south of Routes 36 and 37?

14 A. No.

15 Q. Was the term -- as it's used in paragraph
16 A.10 of the stipulation approved by the Commission,
17 the reference to southern Delaware and northern
18 Franklin Counties, was that either southern Delaware
19 or northern Franklin County ever defined for purposes
20 of that agreement by precise boundaries, streets,
21 railroad tracks, et cetera?

22 A. No. There was no need for such a
23 definition because we weren't identifying specific
24 areas where activities could be restricted in any

1 way. I certainly have no concept of what southern
2 Delaware County means, and I'm not sure I would be
3 willing to venture a concept of what northern
4 Franklin County means absent some sort of defined
5 parameters.

6 Q. And had it been your understanding that
7 the agreement was, as presented to the Commission in
8 1995, to restrict Columbia's ability to use a
9 high-pressure line to serve its distribution
10 facilities in southern Delaware County, would you
11 have insisted that there be such a precise definition
12 of southern Delaware County?

13 A. Without any doubt I would have insisted
14 on a very specific definition of the area. I'm going
15 to refer back to the discussion that we had with
16 respect to the state action exemption as it's been
17 interpreted, and you will find language in the cases
18 that suggest that if permission for such an
19 anticompetitive device is granted by the state
20 authority pursuant to its actively supervised scheme
21 of regulation, that -- that authorized
22 anticompetitive conduct, that has to be very clearly
23 stated. It cannot be ambiguous or vague.

24 I can assure you that I would not and did

1 not construe the inclusion of the phrasing northern
2 Franklin County or southern Delaware County as
3 limitations on our ability to use the northern loop
4 system whenever it was constructed to serve
5 facilities that we would construct or own -- and own
6 anywhere. Whether it's Delaware County, Licking
7 County, Franklin County, I don't care.

8 MS. TRAFFORD: Let's take a short break
9 and confer with the company on the earlier issue and
10 some other issues and we'll see where we go from
11 here.

12 (Recess taken.)

13 Q. Mr. Sonderman, I don't have any
14 additional specific questions for you other than to
15 ask is there any other -- are there any facts or
16 information you believe would be helpful to give the
17 Commission to help it resolve the case pending now
18 before it?

19 A. I believe I've stated what I know and
20 what my intent was.

21 MS. TRAFFORD: Thank you for your
22 testimony. Thank you for coming today.

23 Bill?

24 MR. MICHAEL: I look forward to

1 cross-examination at the hearing. Thank you,
2 Mr. Sonderman. I appreciate it.

3 MS. TRAFFORD: Okay. Thank you very
4 much. Would you like to read the transcript?

5 THE WITNESS: I will not waive.

6 (Thereupon, at 12:03 p.m., the deposition
7 was concluded.)

8 - - -

9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24

1 State of Ohio :
2 County of Franklin : SS:

3 I, Andrew Sonderman, do hereby certify that I
4 have read the foregoing transcript of my deposition
5 given on Wednesday, August 6, 2014; that together
6 with the correction page attached hereto noting
7 changes in form or substance, if any, it is true and
8 correct.

9 
10 Andrew Sonderman

11 I do hereby certify that the foregoing
12 transcript of the deposition of Andrew Sonderman was
13 submitted to the witness for reading and signing;
14 that after he had stated to the undersigned Notary
15 Public that he had read and examined his deposition,
16 he signed the same in my presence on the 11th day
17 of August, 2014.

18 
19 Notary Public

20 My commission expires _____, _____.
21
22
23
24



BRIGITTE D. COMANDANTE
Notary Public, State of Ohio
My Commission Expires
01/18/2016

ERRATA SHEET

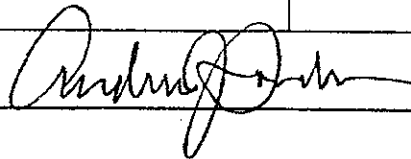
Please do not write on the transcript. Any changes in form or substance you desire to make should be entered upon this sheet.

TO THE REPORTER:

I have read the entire transcript of my deposition taken on the 6th day of August, 2014, or the same has been read to me. I request that the following changes be entered upon the record for the reasons indicated. I have signed my name to the signature page and authorize you to attach the same to the original transcript.

Page	Line	Change	Reason
7	19	"30" to "31"	corrected date
8	15	"reported" to "purported"	transcription error
9	4	"I guess" to "yes,"	transcription error
10	1	"members" to "numbers"	transcription error
11	19	"a draft of" to "I drafted"	transcription error
21	16	"territory" to "territorial"	transcription error
22	16	"Harvey" to "Law Review"	transcription error
22	20	"act of" to "active"	transcription error
23	9, 10	"to progress" to "prong test"	transcription error
25	12	"playing" to "applying"	transcription error
26	3	delete "of"	transcription error
28	3, 4	"in that cause" to "a net book cost"	transcription error

Date August 11, 2014

Signature: 

1 CERTIFICATE

2 State of Ohio :
3 County of Franklin : SS:

4 I, Karen Sue Gibson, Notary Public in and for
5 the State of Ohio, duly commissioned and qualified,
6 certify that the within named Andrew Sonderman was by
7 me duly sworn to testify to the whole truth in the
8 cause aforesaid; that the testimony was taken down by
9 me in stenotypy in the presence of said witness,
afterwards transcribed upon a computer; that the
foregoing is a true and correct transcript of the
testimony given by said witness taken at the time and
place in the foregoing caption specified and
completed without adjournment.

10 I certify that I am not a relative, employee,
11 or attorney of any of the parties hereto, or of any
12 attorney or counsel employed by the parties, or
financially interested in the action.

13 IN WITNESS WHEREOF, I have hereunto set my
14 hand and affixed my seal of office at Columbus, Ohio,
on this 8th day of August, 2014.

15 Karen Gibson

16 Karen Sue Gibson, Registered
17 Merit Reporter and Notary Public
in and for the State of Ohio.

18 My commission expires August 14, 2015.

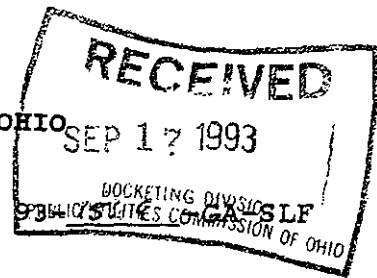
19 (KSG-5912)

20 - - -
21
22
23
24

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Self-
Complaint of Columbia Gas of
Ohio Concerning its Existing
Tariff Provisions.

Case No.



COMPLAINT OF
COLUMBIA GAS OF OHIO, INC.

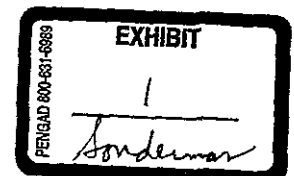
Now comes Columbia Gas of Ohio, Inc. (hereinafter "Columbia" or "Complainant") and files this Complaint, pursuant to the provisions of R. C. 4905.26. In support thereof, Columbia hereby represents and says that:

1. Columbia is a natural gas company and public utility as those terms are defined by R. C. 4905.02 and 4905.03(A)(6), and is therefore subject to the jurisdiction of this Commission.

2. R. C. 4905.26 authorizes a public utility, such as Columbia, to file a complaint "as to any matter affecting its own product or service."

3. Columbia's existing tariffs, which were filed pursuant to the Commission's November 27, 1992 entry in Case Nos. 91-195-GA-AIR and 88-1830-GA-ATA, contain certain provisions which restrict the company's ability to offer marketing incentives to prospective customers. In particular, Section 23(b) of the Rules and Regulations Governing the Distribution and Sale of Gas (which appears on Third Revised Sheet No. 6) provides that:

The Company shall not provide or pay, directly or indirectly, the cost of customer service lines when competing with another regulated natural gas company, unless such company



offers to provide or pay for customer service lines, directly or indirectly, or unless such assistance is essential to induce a prospective customer to utilize natural gas rather than an alternate source of energy. (Emphasis supplied)

Sections 28 and 29 (which appear on Fifth Revised Sheet No. 7) contain similar restrictions with respect to payments for house piping and appliances.

4. The interpretation and application of these tariff provisions are "matter[s] affecting [Columbia's] own product or service" within the meaning of R. C. 4905.26.

5. Columbia is currently involved in a controversy with Suburban Natural Gas Company (hereinafter "Suburban"), another regulated natural gas utility, concerning the interpretation and application of these tariff provisions as they relate to the possible provision of natural gas service to the Oak Creek subdivision in Delaware County, Ohio. In essence, Suburban, which has virtually identical provisions in its own tariffs, claims that such provisions preclude Columbia from providing or paying for customer service lines, house piping, or appliances whenever Columbia is competing with another regulated natural gas company which does not offer such incentives, whether or not "such assistance is essential to induce a prospective customer to utilize natural gas rather than an alternate source of energy." In a letter dated August 18, 1993, Suburban has specifically threatened to "pursue all legal remedies available to our company" if Columbia were to provide such "inducements" in connection with service to the Oak Creek subdivision.

6. Under Ohio's territorial certification law (R. C. 4933.81 through 4933.90), electric service is available throughout the entire state. As a result, Ohio's gas utilities, such as Columbia, are always competing with electricity when seeking to serve new residential subdivisions, commercial developments, or industrial facilities, irrespective of their location. It is often necessary to provide marketing incentives to induce prospective customers to utilize natural gas rather than taking service from an electric utility. This is particularly true in the central Ohio area, which includes the Oak Creek subdivision, due to the broad-based incentive programs offered by the electric utility which serves that area and the lower "first-cost" of electric appliances and other equipment. It is almost always necessary to offer such incentives in the case of new residential developments. In fact, Columbia recently lost the opportunity to serve the Oak Creek Apartments, a new apartment complex in the vicinity of the Oak Creek subdivision, as a result of the marketing incentives offered by the electric utility serving that area. In addition, similar incentives offered by the same utility have induced Duffy Homes and Manor Homes, two major builder-developers in central Ohio, to install add-on heat pumps and electric water heaters in each of the homes they construct, thereby causing Columbia to lose all of the water heating loads and approximately 40% to 60% of the space heating loads for the homes constructed by those companies.

7. Columbia believes that the language contained in Sections 23(b), 28, and 29 of its tariffs unequivocally allows

Columbia to provide marketing incentives, including direct or indirect payments for customer service lines, house piping, and appliances, whether or not Columbia is competing with another regulated gas company, in areas such as central Ohio where such assistance is essential to induce prospective customers to utilize natural gas, rather than electricity. Columbia respectfully requests that the Commission resolve the instant controversy between Columbia and Suburban by issuing an order holding that Columbia's existing tariff provisions do not prohibit it from providing such incentives in connection with possible service to the Oak Creek subdivision and to builders of residential dwellings in central Ohio in general.¹

8. Alternatively, if the Commission concludes that Columbia's existing tariff provisions do not permit Columbia to provide such marketing incentives in those circumstances, Columbia seeks authority to modify its existing tariffs by removing the restrictive provisions discussed in Paragraph 3 of this Complaint. The proposed changes are shown on the tariff pages attached hereto

¹ Since the fundamental purpose of the tariffs is to govern the relationship between Columbia and its customers -- i.e., the persons who enter into contractual relationships with Columbia for gas service -- the tariff provisions in question could be interpreted to apply only to incentives provided directly to customers, and not those provided to builders or developers. For purposes of this Complaint, however, it is assumed that those provisions apply to builders and developers as well as customers. Since Columbia maintains that the tariffs permit it to offer marketing incentives in areas such as the portion of central Ohio which includes the Oak Creek subdivision, whether or not the tariffs are interpreted to apply to builders and developers, Columbia submits that the Commission need not reach that issue in this proceeding.

as Attachment A and made a part hereof. Columbia makes this request for the following reasons:

- (a) The upcoming implementation of the Federal Energy Regulatory Commission's Order No. 636, which mandates the "unbundling" of interstate pipeline services, will further increase competition in the natural gas industry, as well as competition between gas and electric companies. This will be especially true in states such as Ohio, which have no territorial certification for gas utilities, and hence, no restrictions on where local gas distribution companies can obtain interstate pipeline taps and provide retail natural gas service. As the Commission said only recently in another proceeding, "[n]ot only does the statutory scheme setting forth the regulation of gas and natural gas companies permit reasonable competition, the rules of this Commission and the Federal Energy Regulatory Commission positively encourage it." Suburban Natural Gas Co. v. Kalida Natural Gas Co., PUCO Case Nos. 92-1876-GA-CSS and 93-279-GA-ABN (August 26, 1993). In view of such governmental policies which actively encourage competition in the gas industry, Columbia submits that restrictions such as those found in Sections 23(b), 28, and 29 of its

Rules and Regulations Governing the Distribution and Sale of Gas are no longer appropriate.

- (b) If the above-cited tariff provisions are to be interpreted in the manner suggested by Suburban, such provisions are patently anticompetitive, and therefore contrary to the public interest.

9. In view of the foregoing considerations, Columbia submits that if the tariff provisions discussed in Paragraph 3 of this Complaint are to be interpreted in the manner suggested by Suburban, those provisions are unjust and unreasonable, and that Columbia's tariffs should therefore be modified, pursuant to R. C. 4905.37, to eliminate such provisions. Columbia further submits that these proposed tariff changes would not result in an increase in any rate, joint rate, toll, classification, charge, or rental.

WHEREFORE, Columbia respectfully asks that the Commission:

(1) Issue an order which resolves the current controversy between Columbia and Suburban by holding that Columbia's existing tariff provisions do not prohibit it from providing marketing incentives, including direct or indirect payments for customer service lines, house piping, and appliances, whether or not Columbia is competing with another regulated gas company, in the area of central Ohio which includes the Oak Creek subdivision; or

(2) Permit Columbia to file the proposed tariff changes shown on Attachment A, attached hereto and made a part hereof, and allow such changes to take effect immediately.

Respectfully submitted,

Kenneth W. Christman

Andrew J. Sonderman, General Counsel
Kenneth W. Christman, Assistant
General Counsel and Trial Attorney
Stephen B. Seiple, Senior Attorney
200 Civic Center Drive
P. O. Box 117
Columbus, Ohio 43216-0117
(614) 460-4655

Attorneys for Complainant
COLUMBIA GAS OF OHIO, INC.

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION
AND SALE OF GAS**

Any remittance received by mail at any office of the Company bearing U.S. Postal Office cancellation date corresponding with or previous to the last date of the net payment period will be accepted by the Company as within the net payment period.

21. **Removal By, and Change in Financial Status of Customer.** At the option of the Company, the Company shall have the right to shut off the gas and to remove its property from the customer's premises and the Company shall have the further right, independent of or concurrent with the right to shut off, to demand immediate payment for all gas theretofore delivered to the customer and not paid for, which amount shall become due and payable immediately upon such demand, when the customer vacates the premises, becomes bankrupt or a receiver, trustee, guardian, or conservator is appointed for the assets of the customer, or the customer makes assignment for the benefit of creditors.
22. **Bill Format and Billing Procedure.** The Company's policy on bill format and billing procedure shall comply with Rule 4901:1-18-10 of the Ohio Administrative Code, Orders of the Public Utilities Commission, and Section 4905.30 of the Ohio Revised Code, as amended from time to time.

SECTION III - PHYSICAL PROPERTY

23. **Service Lines.** The general term "service pipe" or "service line" is commonly used to designate the complete line or connection between the Company main up to and including the meter connection. It consists of two distinct parts, (a) the service line connection, and (b) the customer service line.

(a) **Service Line Connection.** The service line connection consists of the connection at the main, necessary pipe and appurtenances to extend to the property line or the curb cock location, curb cock and curb box. This connection shall be made by the Company, or its representative, without cost to the customer and it remains the property of the Company.

(b) **Customer Service Line.** The customer service line consists of the pipe from the outlet of the curb cock to and including the meter connection. The customer shall own and maintain the customer service line. The Company shall have the right to prescribe the size, location and termination points of the customer's service line. The Company shall have no obligation to install, maintain or repair said customer service line. The Company shall not provide or pay, directly or indirectly, the cost of customer service lines when competing with another regulated natural gas company, unless such company offers to provide or pay for customer service lines, directly or indirectly, or unless such assistance is essential to induce a prospective customer to utilize natural gas rather than an alternate source of energy.

24. **Pressure Regulators.** Where service is provided from intermediate or medium pressure distribution lines, the Company shall furnish the necessary regulator or regulators, which regulator or regulators shall remain the property of the Company.

Filed pursuant to PUCO Entry dated

in Case Nos.

ISSUED:

EFFECTIVE: With gas used on and after

Issued By

A. P. Bowman, Vice President

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION
AND SALE OF GAS**

Where service is provided from a high pressure transmission line, the customer shall, at his expense, provide, install and maintain a suitable regulator or regulators for reducing the pressure. The regulator or regulators shall be installed in the manner required by the Company.

The customer shall install and maintain, at his expense, substantial housing acceptable to the Company in size and design for the regulator or regulators and the meter in order to protect them from the weather and molestation.

If it becomes necessary to construct, operate, and maintain a heater on the inlet side of the high pressure regulator to maintain satisfactory operation of the regulator or regulators, the gas used in such heater shall be at the expense of the customer and shall be taken from the outlet side of meter serving the customer.

25. **Meter Furnished.** The Company will furnish each customer with a meter of such size and type as the Company may determine will adequately serve the customer's requirements and such meter shall be and remain the property of the Company and the Company shall have the right to replace it as the Company may deem it necessary.
26. **Meter Location.** The Company shall determine the location of the meter. When changes in a building or arrangements therein render the meter inaccessible or exposed to hazards, the Company may require the customer, at the customer's expense, to relocate the meter setting together with any portion of the customer's service line necessary to accomplish such relocation.
27. **Only Company Can Connect Meter.** The owner or customer shall not permit anyone who is not authorized agent of the Company to connect or disconnect the Company's meters, regulators, or gauges, or in any way alter or interfere with the Company's meters, regulators or gauges.
28. **House Piping.** The customer shall own and maintain the house piping from the outlet of the meter to gas burning appliances. The Company shall have no obligation to install, maintain or repair said piping. The Company shall not provide or pay, directly or indirectly, for house piping when competing with another regulated natural gas company, unless such company offers to provide or pay for house piping, directly or indirectly, or unless such assistance is essential to induce a prospective customer to utilize natural gas rather than an alternate source of energy. (D)
29. **Appliances.** The customer shall own and maintain all gas-burning appliances. The Company shall have no obligation to install, maintain, or repair appliances. The Company shall not provide or pay, directly or indirectly, for appliances when competing with another regulated natural gas company, unless such company offers to provide or pay for appliances, directly or indirectly, or unless such assistance is essential to induce a prospective customer to utilize natural gas rather than an alternate source of energy. (D)

Filed pursuant to PUCO Entry dated

In Case Nos.

ISSUED:

EFFECTIVE: With gas used on and after

Issued By

A. P. Bowman, Vice President

274 E. FRONT STREET, P.O. BOX 130
CYGNET, OHIO 43413
(419) 655-2345

SUBURBAN NATURAL GAS COMPANY

575 SUNBURY ROAD
DELAWARE, OHIO 43015
(614) 369-2345

August 18, 1993

Mr. Andrew J. Sonderman
Secretary and General Counsel
Columbia Gas of Ohio, Inc.
200 Civic Center Drive
P.O. Box 117
Columbus, OH 43216-0117

Dear Andy:

This is to acknowledge receipt of your letters of August 10, 1993, advising of your company's decision to extend its facilities to serve the Oak Creek development in Delaware County and offering to provide a tap on its B-157 pipeline system for the purpose of providing gas transportation to our company.

With respect to Oak Creek, this is to reaffirm our decision to vigorously pursue any and all legal remedies available to our company to prevent what we perceive to be a blatant violation of federal and state law which threatens the continued existence and economic viability of our company. As you are aware, the Oak Creek development had been committed to Suburban from its inception based solely on Suburban's willingness to pipe the single family portion thereof pursuant to our tariff. In order to eliminate any confusion concerning our expectations regarding your company's compliance with its PUCO tariff, we did not and will not offer the inducements offered by your company to divert the Oak Creek project from our company nor have we or will we offer them on any other development or project in Delaware County or elsewhere. We would expect you to observe the explicit limitations contained in your tariff.

With respect to the offer of "a tap" on the B-157 pipeline system, you mistake our request. The B-157 system, as you know, was previously owned by our mutual pipeline supplier, Columbia Transmission Corporation. Our request relates to our pre-existing right (prior to the transfer of these facilities to your company) to obtain unlimited taps from that system subject only

COH0001




Page 2
August 18, 1993

to the conditions which existed in Columbia Transmission's tariff. It is bad enough to have to request such service from our competitor, but to subject such requests to the further burdens of your PUCO transportation tariff renders your offer superfluous from a competitive standpoint. While we are appreciative of your offer of a more limited use of those facilities, we cannot help but wonder why it took nearly four years and the threat of an anti-trust suit to obtain even this concession.

Kindest personal regards.

Very truly yours,


David L. Pemberton, President

DLP/cam

COH0002



DATE: August 11, 1993

TO: David L. Pemberton, Sr. COMPANY/LOCATION Suburban Nat. Gas FAX NO. 363-4544

FROM: Andrew J. Sonderman COMPANY/LOCATION Columbus, OH TEL. NO. 460-4640

Total Number of Pages 2 (including this cover sheet)

FOR MESSAGE
CENTER USE ONLY: MESSAGE
NUMBER: _____ TIME
SENT: _____ AM
PM DATE: _____

ANY PROBLEMS CONCERNING THIS TRANSMITTAL, PLEASE CALL: _____

WRITE OR TYPE MESSAGE BELOW

**** CONFIDENTIALITY NOTICE ****

THE INFORMATION CONTAINED IN THIS FAX MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENTS NAMED ABOVE. IT MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR OTHERWISE PROTECTED FROM DISCLOSURE. THIS MESSAGE MAY BE AN ATTORNEY-CLIENT COMMUNICATION, AND AS SUCH IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR AN AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR, AND THAT ANY REVIEW, SEMINATION, DISTRIBUTION, OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US BY MAIL. THANK YOU.

Dave:

Attached is a corrected copy of one of the letters I faxed to you yesterday. The correction is a typo which occurred in the second line of the second paragraph. I apologize for any inconvenience this may have caused.


AJS

COH0032

COLUMBIA GAS
of Ohio



Andrew J. Sonderman
Secretary and General Counsel

August 10, 1993

Mr. David L. Pemberton, President
Suburban Natural Gas Company
575 Sunbury Road
Delaware, Ohio 43015-9601

Dear Dave:

I write, as we agreed, to convey to you Columbia Gas' decision regarding the Oak Creek development in Delaware County. We have examined the economics of providing gas service to that development and have determined that the investment that will entail can be fully justified on an economic basis. Therefore, we have determined that we will proceed to pipe and serve Oak Creek. Because both the economics of the project and our commitment and duty to best serve the public call for us to serve this new development, that is what we must do.

We have attempted in good faith to resolve the concerns you raised in connection with our proposed service of Oak Creek. You, however, ultimately rejected our proposed solutions.

We have not made our decision unmindful of your accusations regarding the means by which we obtained, and our intent behind the agreement to serve Oak Creek. After extensive investigation of your charges, however, we continue to believe that they have no basis in fact. We hope, of course, that you will reconsider your dual threats of litigation and an extensive negative publicity campaign against Columbia Gas, but we cannot let those threats dissuade us from taking an action that is both proper and economically justified.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Andy".

Andrew J. Sonderman
Secretary and General Counsel

COH0033

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Self-Complaint of)
Columbia Gas of Ohio, Inc. Concerning) Case No. 93-1569-GA-SLF
Certain of Its Existing Tariff Provisions.)

In the Matter of the Joint Petition of)
Columbia Gas of Ohio, Inc. and Suburban)
Natural Gas Company for Approval of an) Case No. 94-938-GA-ATR
Agreement to Transfer Certain Facilities)
and Customers.)

In the Matter of the Joint Application of)
Columbia Gas of Ohio, Inc. and Suburban)
Natural Gas Company for Approval of) Case No. 94-939-GA-ATA
Certain Tariff Modifications.)

FINDING AND ORDER

The Commission finds:

- (1) On September 17, 1993, Columbia Gas of Ohio, Inc. (Columbia) filed a self-complaint with the Commission, pursuant to Section 4905.26, Revised Code. Columbia requested a declaration of the interpretation and application of a clause which appears in its tariff in Sections 23(b), 28, and 29. The relevant clauses state that Columbia is prohibited from paying for customer service lines, house piping, and appliances in instances when it is competing with another regulated natural gas company that elects not to offer similar incentives, unless such assistance is essential to induce prospective customers to use natural gas rather than some other form of energy.

Columbia believes that its tariff did not prohibit it from offering incentives when it competed for and won the ability to service a residential subdivision in Delaware County, Ohio, in the fall of 1993. One of its competitors, Suburban Natural Gas Company (Suburban) questioned Columbia's authority to offer the incentives. Thereafter, Columbia filed the instant self-complaint. Columbia requested that the Commission find that Columbia's tariff provisions do not prohibit it from providing incentives

document delivered in the presence of
Technician Date processed



This is to certify that the above appearing are an accurate and complete copy of the original documents and that the same are in the possession of the technician *Franklin* Date received *3-14-96*

in connection with service to the subdivision and to builders of residential dwellings in central Ohio. In the alternative, Columbia requested that it be permitted to delete those portions of its tariff.

- (2) On October 19, 1993, Suburban filed a motion to intervene. The attorney examiner granted Suburban's motion to intervene on December 6, 1993.
- (3) Columbia and Suburban are natural gas companies and public utilities, pursuant to Sections 4905.02 and 4905.03(A)(6), Revised Code. Therefore, they are subject to the jurisdiction of the Commission. Columbia serves residential, commercial, and industrial customers in numerous Ohio counties, including Delaware and Franklin counties. Suburban serves residential and commercial customers in six Ohio counties, including Delaware and Franklin counties.
- (4) On May 23, 1994, the parties filed a "Joint Petition, Application, and Stipulation and Recommendation". The parties reached an agreement in settlement of the self-complaint case, agreeing to transfer certain facilities and customers, contingent upon several conditions. At the same time, the parties filed a joint petition for approval of their agreement to transfer certain facilities and customers, pursuant to Section 4905.48, Revised Code, (Case No. 94-938-GA-ATR) and a joint application for approval of certain tariff modifications, pursuant to Section 4909.18, Revised Code, (Case No. 94-939-GA-ATA).
- (5) On September 30, 1994, as clarified and supplemented on October 20, 25, November 2 and 3, 1994, the parties filed an "Amended Joint Petition, Application, and Stipulation and Recommendation".
- (6) Thereafter, the parties entered into new negotiations. On November 9, 1995, the parties filed a "Second Amended Joint Petition, Application, and Stipulation and Recommendation" (second amended stipulation). Pursuant to the terms of the second amended stipulation, Columbia and Suburban have agreed to buy and sell to one another certain facilities and rights that are used to provide service to approximately 270 residential and commercial

customers in Franklin and Delaware counties. Each company has also agreed to relinquish its right to service its customers who are currently receiving service from the involved facilities and to assume responsibility for providing service to the other company's affected customers. Essentially, the parties are exchanging customers, as a result of purchasing and selling to one another the various facilities and equipment. The parties also jointly request, pursuant to Section 4909.18, Revised Code, authority to modify their tariffs in order to delete the references which restricted them from providing or paying for customer service lines, house piping, and appliances when competing with another regulated natural gas company. Lastly, the parties agree to execute the releases and covenants not to sue that are attached to the stipulation. The particular terms and conditions of the agreement are set forth in the agreement which is attached to this Finding and Order.

The parties have indicated that: (1) there will be no decline in the quality or character of service presently provided to their customers, (2) no customer currently receiving service will fail to receive service following the transfer, (3) the customers' rates will be those currently authorized by the Commission, (4) the companies' rates are essentially the same, and (5) the companies will notify the affected customers by letter and by public meeting, prior to the transfer and by letter after the transfer is complete. Copies of the form notification letters were filed with the Commission on October 25, 1994, November 3, 1994, and December 4, 1995.

- (7) By entry issued December 7, 1995, as clarified and modified by entry on rehearing issued December 14, 1995, the Commission directed the companies to send a letter describing their proposed transfer and exchange of certain facilities and customers to each of the potentially affected customers on or before December 18, 1995. The Commission also required the companies to publish notice of the proposal one time by December 22, 1995, and file proof of the publication by January 8, 1996. The Commission determined that, before it took the second amended stipulation under consideration, the potentially affected customers should have the opportunity to file written

comments and request a public hearing in these matters by January 8, 1996.

- (8) The Commission received two written comments, in which customers of Columbia, Mr. Brian Farrell and Mrs. Marie Heter, stated that they like Columbia's service and do not wish to be switched. Mr. Farrell further stated that he cannot attend a public hearing because of health problems. Mrs. Heter further stated that she does not want to pay more for the same usage.

The companies filed proof of the publication on January 8, 1995. Also, Columbia filed a affidavit affirming that the customer letters were sent in accordance with the Commission's directives on January 8, 1996. Suburban filed a similar certification on January 9, 1996.

- (9) The Commission has reviewed the written comments and determined that a public hearing should not be scheduled. Mr. Farrell indicated that he cannot attend such a hearing and Mrs. Heter did not request one. Thus, it appears unnecessary to schedule a hearing. We do not believe that a need for a public hearing has been demonstrated in the comments. We will, nevertheless, consider the comments in deciding these cases. Accordingly, we will review this matter based upon the information in the record.

The Commission has reviewed the petition to sell and purchase property and business, the supporting documentation, the comments, and the record. The Commission finds that the petition is reasonable and should be granted. The Commission is satisfied that the transfer of property and business will not impair the quality of service presently provided by either company and that adequate service will continue at reasonable rates. Furthermore, the Commission notes that Suburban has now agreed to use Columbia's rates for those customers affected by the transfers until the completion of either company's next base rate case. *See*, Suburban's application for Rehearing of December 11, 1995. Thus, the customers of Columbia who are being transferred to Suburban, such as

Mrs. Heter, will be charged the same rates until the completion of either companies' next rate case. The Commission finds that the second amended stipulation, with the additional provision set forth above, is a reasonable resolution of the parties' dispute. The companies shall record all transactions affected by these applications, including but not limited to, each company's respective sale and purchase of assets, in accordance with the Federal Energy Regulatory Commission's Uniform System of Accounts for Gas Companies as adopted by this Commission.

- (10) We will accept the proposed tariff changes of November 9, 1995, with the additional provision regarding Suburban's rates set forth in Finding (9), as part of an overall settlement package. Nevertheless, our action should not be viewed as endorsing any particular practice of the companies, but rather, as merely accepting, for purposes of settlement, removal of language which has been unclear and caused litigation. The Commission expects to continue to review the companies' practices in this area. Nothing in our acceptance of this stipulation should be interpreted as precluding the Commission's ability to review and limit the practices or take other remedial actions when the activities described in the tariff are undertaken in a manner which violates Section 4905.33, Revised Code, or other pertinent sections of the Revised Code. See, *Youngstown Thermal Limited Partnership v. Ohio Edison Company*, Case No. 93-1408-EL-CSS (August 31, 1995).
- (11) Further, the Commission has reviewed the proposed initial customer notification letters as revised on November 3, 1994. The Commission finds that that letter is no longer necessary, given the customer notice and publication that occurred in December 1995. The companies may hold a public meeting, if they wish, but we will not require one. The letters that the companies have proposed to send to their new customers upon completion of the transfer and prior to the first bill are approved, as proposed on December 4, 1995. Furthermore each company should file with the Commission a sample copy of that customer letter, including attachments and enclosures, after the mailing has been made.

- (12) Moreover, we direct the companies to work with Mr. Farrell and Mrs. Heter to ensure that the transfer of their service from Columbia to Suburban is as nondisruptive as possible.
- (13) Our approval of this stipulation does not constitute state action for purposes of the antitrust laws. It is not our intent to insulate the parties to the stipulation from the provisions of any state or federal law which prohibit the restraint of trade.

It is, therefore,

ORDERED, That the second amended stipulation of the parties, with the additional provision regarding Suburban's rates set forth in Finding (9), is adopted in accordance with the above findings. It is, further,

ORDERED, That the parties comply with the above directives. It is, further,

ORDERED, That Case Nos. 93-1569-GA-SLF, 94-938-GA-ATR, and 94-939-GA-ATA are closed of record. It is, further,

ORDERED, That Columbia and Suburban are authorized to transfer to one another certain property and customers, in accordance with the terms and conditions set forth in the second amended stipulation. It is, further,

ORDERED, That the companies shall record all transactions affected by these applications, including but not limited to, each company's respective sale and purchase of assets, in accordance with the Federal Energy Regulatory Commission's Uniform System of Accounts for Gas Companies as adopted by this Commission. It is, further,

ORDERED, That the proposed tariff revisions, as amended by Columbia and Suburban and specified in Finding (10), are approved. It is, further,

ORDERED, That Columbia is authorized to file in final form six complete printed copies of the approved tariff revisions. One copy shall be filed in each of the following dockets: Case Nos. 93-1569-GA-SLF, 94-938-GA-ATR, 94-939-GA-ATA, and Columbia's "TRF" docket. The remaining two copies shall be designated for distribution to the Commission staff. It is, further,

ORDERED, That Suburban is authorized to file in final form six complete printed copies of the approved tariff revisions. One copy shall be filed in each of the

following dockets: Case Nos. 93-1569-GA-SLF, 94-938-GA-ATR, 94-939-GA-ATA, and Suburban's "TRF" docket. The remaining two copies shall be designated for distribution to the Commission staff. It is, further,

ORDERED, That the effective date of the proposed tariffs shall be a date not earlier than both the date of this Finding and Order and the date upon which the six complete, printed copies of final tariffs are filed with the Commission by both companies. The new tariffs shall be effective for services rendered on or after such effective date. It is, further,

ORDERED, That Columbia and Suburban shall notify their new customers upon completion of the transfer and prior to the first bill, as proposed on December 4, 1995. Each company shall file with the Commission a sample copy of that customer letter, including attachments and enclosures, after the mailing has been made. It is, further,

ORDERED, That nothing in this Finding and Order shall be binding upon this Commission in any subsequent investigation or proceeding involving the justness or reasonableness of any rate, charge, rule, or regulation. It is, further,

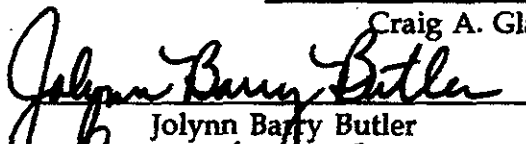

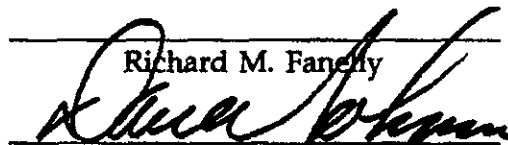

ORDERED, That our approval of this stipulation does not constitute state action for purposes of the antitrust laws. It is not our intent to insulate the parties to the stipulation from the provisions of any state or federal law which prohibit the restraint of trade. It is, further,

ORDERED, That a copy of this Finding and Order be served upon the parties and their counsel.

THE PUBLIC UTILITIES COMMISSION OF OHIO



Craig A. Glazer, Chairman


Jolynn Barry Butler

Ronda Hartman Fergus
Richard M. Fanehy

David W. Johnson

GLP:geb

Entered in the Journ.

JAN 18 1996

A True Copy


Gary E. Vigorito
Secretary

SUBURBAN NATURAL GAS COMPANY



274 E. FRONT STREET, P.O. BOX 180
CVENET, OHIO 43419-0130
(419) 655-2345

DAVID L. PEMBERTON, SR.
PRESIDENT

2626 LEWIS CENTER ROAD
LEWIS CENTER, OHIO 43035-9206
(614) 548-2450

RECEIVED

JUL 26 1995

7/25/95

Andrew J. Sonderman

Andy,

I'm available Thurs.

Andrew J. Sonderman, Esquire
Columbia Gas of Ohio, Inc.
200 Civic Center Drive
P. O. Box 117
Columbus, OH 43216-0117

p.m. or Friday a.m. to discuss
this. I would prefer my Delaware
office. Please confirm with
Margie.

Dave

P.S. I have not discussed
renewal of this with my attorney.

Dear Andy:

In a further effort to settle and resolve the issues involved in the pending PUCO complaint case, I would suggest the following amendments to the pending stipulation:

1. We would eliminate entirely the Ancillary Covenants And Agreement.
2. Suburban would retain the Cheshire Road line west of the N&W Railroad tracks.
3. Any new facilities or customers added while the current stipulation has been pending will be exchanged with no net increase in cost to either company. If the previous net book value differential has increased or decreased, such increase or decrease can be offset by increasing or decreasing the rent payable on the Oak Creek line.
4. The restrictive language in our respective tariffs would be eliminated, but Suburban would not release its right to bring suit for future activities in an expanded area bounded on the south by Lazelle Road, on the west by U.S. Route 23, on the east by Interstate Route 71 and Alum Creek Reservoir, and on the north by U.S. Route 36 and State Route 37.
5. We would want to retain the provision regarding Columbia's proposed new supply line and confirm Suburban's ability to obtain service from same subject to appropriate rates and service conditions.



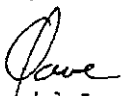
COH0008

Andrew J. Sonderman, Esquire
Page 2
July 6, 1995

I am submitting herewith for your review a Second Amended Joint Petition, Application, And Stipulation And Recommendation which contains the changes necessary to carry into effect the foregoing proposal. Obviously, Exhibits 1 and 3 will have to be updated. To avoid further complications, I would suggest that we move rapidly to finalize and file the enclosed as soon as possible and simultaneously meet with Commissioners Glazer and Fanelly and appropriate staff to apprise them of our new proposal.

Thank you in advance for your attention to this matter. Kindest regards.

Very truly yours,


David L. Pemberton
President

DLP:mew
Enclosure

COH0009

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Self-Complaint of Columbia Gas of Ohio Concerning its Existing Tariff Provisions.)	Case No. 93-1569-GA-SLF
In the Matter of the Joint Petition of Columbia Gas of Ohio, Inc. and Suburban Natural Gas Company for Approval of an Agreement to Transfer Certain Facilities and Customers.)	Case No. 94-938-GA-ATR
In the Matter of the Joint Application of Columbia Gas of Ohio, Inc. and Suburban Natural Gas Company for Approval of Certain Tariff Modifications.)	Case No. 94-939-GA-ATA

**SECOND AMENDED JOINT PETITION, APPLICATION,
AND STIPULATION AND RECOMMENDATION OF
COLUMBIA GAS OF OHIO, INC. AND
SUBURBAN NATURAL GAS COMPANY**

Now come COLUMBIA GAS OF OHIO, INC. (hereinafter "Columbia") and SUBURBAN NATURAL GAS COMPANY (hereinafter "Suburban") (both of which are collectively referred to as "the Parties") and submit their Second Amended Joint Petition, Application, And Stipulation And Recommendation (hereinafter jointly referred to as "the Stipulation") in the above-captioned proceedings.

WHEREAS, Columbia and Suburban are public utilities and natural gas companies, as defined by R.C. §§4905.02 and 4905.03, and are therefore subject to the regulatory jurisdiction of the Public Utilities Commission (hereinafter "Commission"); and

COH0009.1

WHEREAS, Columbia filed a self-complaint with the Commission on September 17, 1993 in Case No. 93-1569-GA-SLF, pursuant to R.C. §4905.26, seeking to resolve an existing controversy with Suburban involving competition between the Parties in certain areas of Ohio; and

WHEREAS, Suburban has been granted leave to intervene in, and is a party to, that proceeding; and

WHEREAS, Ohio Administrative Code Rule 4901-1-30 provides that any two or more parties may enter into a written stipulation concerning the issues presented in any Commission proceeding; and

WHEREAS, the Commission, through meetings conducted by its Attorney Examiner and Staff, has actively supervised the Parties' resolution of their competitive dispute and rationalization of their distribution systems (in Delaware and Franklin Counties) in the public interest by means of agreement rather than adversary procedure; and

WHEREAS, the Parties are willing to agree, subject to the consent and approval of the Commission as more fully described herein, to (1) the transfer of certain customers and facilities between the Parties and (2) the modification of certain tariff provisions which are currently contained in the Parties' tariffs on file with this Commission; and

WHEREAS, said agreement, if approved by the Commission in the manner described herein, would resolve all contested issues in Case No. 93-1569-GA-SLF and terminate the proceedings in that case.

NOW, THEREFORE, the Parties hereby stipulate and recommend that the Commission:

- (1) Grant the Joint Petition of the Parties for approval of the Agreement embodied in this Stipulation, pursuant to R.C. §4905.48 (as more fully described in Section A, infra); and
- (2) Grant the Joint Application of the Parties to modify their existing tariff provisions.

A. SECOND AMENDED JOINT PETITION FOR APPROVAL OF AGREEMENT TO TRANSFER CUSTOMERS AND FACILITIES

1. The parties are willing to enter into an agreement as set forth herein to transfer certain customers and facilities located in the Counties of Franklin and Delaware, State of Ohio, subject to the active supervision, direction, and consent and approval of the Commission pursuant to R.C. §4905.48.

2. Under the Agreement, Suburban would convey to Columbia all right, title, and interest in the following natural gas pipelines, along with any connected meters, regulators, appurtenant facilities, and any associated easements or rights-of-way or similar interests in real property on or through which such pipeline being transferred lies:

- a. That portion of the "ARCO" pipeline, a six-inch steel pipeline which is currently leased by Suburban from Atlantic Richfield Company, which lies in Franklin County south of Lazelle Road; and
- b. That portion of Suburban's pipeline which runs west from the western boundary of

the Olentangy High School property on Lewis Center Road across U.S. Route 23; then south along U.S. Route 23 to Home Road which the pipeline terminates.

3. In connection with the sale and transfer of such pipelines and other facilities, Columbia would acquire the right and obligation to render natural gas service to all customers currently served by Suburban from such facilities, and Suburban would have no further rights or obligations in that regard. The names and addresses of such customers are set forth in Exhibit 1 hereto.

4. Under the Agreement, Columbia would convey to Suburban all right, title, and interest in the following natural gas pipelines, along with any connected meters, regulators, appurtenant facilities, and any associated easements or rights-of-way or similar interests in real property on or through which such pipeline being transferred lies:

- a. Columbia's pipeline on Orange Road commencing at the middle of the Norfolk & Western Railroad tracks and continuing east along Orange Road until the intersection of Orange Road and Old State Road; and
- b. Columbia's pipeline which runs from the intersection of Orange Road and Old State Road north along Old State Road to "The Shores" Subdivision and beyond to its terminus, including all piping currently owned by Columbia within that subdivision.

5. Under the Agreement, Columbia would also sell to Suburban its pipeline which runs from the intersection of Lazelle Road and Sancus Boulevard north along Sancus Boulevard, then northwest along

Polaris Parkway, then north along Old State Road, then west along Powell Road to the point at which the pipeline enters the Oak Creek Subdivision being developed by Borrer Corporation and known as the Callahan Farm Property (comprising approximately 150 acres and 385 lots and depicted in Exhibit 2 hereto), as well as the extension along Gemini Parkway and Antares Avenue. Suburban would then lease that pipeline back to Columbia for five years or until the Commission authorizes abandonment by Suburban of the line (pursuant to R.C. §4905.21, as amended from time to time), whichever occurs later, for the sum of \$5,500 per annum for no more than 20 years as full and complete consideration for allowing Columbia jointly to utilize the facilities to transport natural and/or synthetic gas from existing Columbia facilities along Lazelle Road to Columbia's pipeline facilities within the Oak Creek Subdivision, in such quantities and at such times as are necessary to serve customers within that subdivision as it is built out. Columbia's payment to Suburban for the lease is to be offset against the net book cost of the pipeline and other facilities that Columbia is transferring to Suburban with the result that Columbia would make no other payment to Suburban. Suburban would be responsible for the operation, maintenance, and repair of this leased pipeline, and Columbia would have no right to make new taps on, or construct additional laterals from, that pipeline. To the extent that the natural gas facilities described above in this Paragraph 5 become inadequate for the joint use by both Columbia and Suburban described herein, Columbia's use of the natural gas facilities to serve the Oak Creek Subdivision

would have priority over Suburban's use of the natural gas facilities.

6. In connection with the sale and transfer of such pipelines and other facilities, except as otherwise provided herein, Suburban would acquire the right and obligation to render natural gas service to all customers currently served by Columbia from such facilities and Columbia would have no further rights or obligations in that regard. The names and addresses of such customers are set forth in Exhibit 3 hereto. Suburban will also assume Columbia's rights and obligations under a Refundable Line Relocation Agreement with N.P. Limited Partnership, a copy of which is annexed hereto as Exhibit 4. Suburban is to receive from Columbia the balance remaining of a \$22,573 deposit, specifically \$14,286.02, paid to Columbia under said Refundable Line Relocation Agreement with N.P. Limited Partnership.

7. In connection with the sale and transfer of such pipelines and other facilities, Suburban and Columbia would execute--and, as necessary, record--all documents necessary to effect the transfers of personal and real property described herein. In addition, Suburban and Columbia would transfer and deliver to each other all accounting records pertaining to the transfer of property, including documents establishing the net book cost of the assets exchanged and the accounting and billing records for all customers listed on Exhibits 1 and 3 hereto. All transfers described herein would be completed within 60 days from the Commission's approval of this Stipulation.

8. As consideration for the conveyance of pipelines and other facilities under the Agreement, each company would agree to pay the net book cost (i.e., original cost less accrued depreciation), as reflected on the selling company's books and records, for any facilities acquired from the other company under the Agreement. Columbia would receive title in fee simple to that portion of the ARCO line which is being transferred to Columbia pursuant to the Agreement. In addition, Suburban would pay to Columbia the sum of Sixty Thousand Dollars (\$60,000) in ten (10) installments of Six Thousand Dollars (\$6,000) each, with the first payment due within five (5) business days of the approval of this Stipulation by the Commission and the next nine (9) payments due on the yearly anniversaries of that approval.

9. In any instance in this Stipulation in which a road, highway, or railroad track is given as a boundary, the middle of the road, highway, or railroad track is considered to be the boundary. °

10. Nothing in this Stipulation shall be construed as preventing Columbia from installing, in any of the areas described, a high-pressure natural gas pipeline, the purpose of which is to be limited to transporting gas from existing and future sources of supply to various gas distribution systems owned and operated by Columbia in southern Delaware and northern Franklin Counties to points outside of said areas, which pipeline shall also be available, subject to appropriate rate and service conditions, as a supply source for Suburban's system.

B. SECOND AMENDED JOINT APPLICATION FOR APPROVAL OF CERTAIN
TARIFF MODIFICATIONS

1. The Commission-approved tariffs of both Columbia and Suburban currently contain language which restricts the ability of said companies to provide or pay for, directly or indirectly, customer service lines, house piping, and appliances when competing with another regulated natural gas company which does not provide or pay for such items.

2. In Columbia's tariffs, this language appears in Section 23(b) (Fourth Revised Sheet No. 6), Section 28 (Fifth Revised Sheet No. 7), and Section 29 (Fifth Revised Sheet No. 7).

3. In Suburban's tariffs, this language appears in Section 23(b) (Section III, Original Sheet No. 1), Section 27 (Section III, Original Sheet No. 2), and Section 28 (Section III, Original Sheet Nos. 2 and 3).

4. The Parties hereby jointly request authority to modify their tariffs regarding customer service lines, house piping, and appliances. This application is made pursuant to R.C. §4909.18, and the Parties represent that the requested tariff modifications will not result in an increase in any rate, joint rate, toll, classification, charge, or rental. Revised tariff sheets showing the proposed changes are attached hereto as Exhibit 5 for Columbia and Exhibit 6 for Suburban. The Parties request that the Commission authorize them to file such revised tariff sheets to become effective immediately.

C. MISCELLANEOUS RECOMMENDATIONS

1. This Stipulation represents a compromise and settlement of any and all existing disputes between the Parties concerning competition between said Parties. As a result, upon approval of the Stipulation by the Commission, the Parties agree to execute mutual releases and covenants not to sue, in the forms attached hereto as Exhibit 7.

2. If the Commission rejects any part or all of this Stipulation, the Parties agree that the Stipulation shall be null and void and will be withdrawn and shall not constitute any part of the record in this proceeding, nor shall it be used for any purpose whatsoever by any party to this or any other proceeding.

3. The undersigned respectfully join in requesting that the Commission approve the Joint Stipulation and Recommendation of the Parties in the manner described above.

4. The Commission shall retain continuing jurisdiction in this matter to supervise and assure the Parties' compliance with this Joint Stipulation and Recommendation of the Parties.

Agreed this _____ day of _____, 1995.

COLUMBIA GAS OF OHIO, INC.,
an Ohio corporation

SUBURBAN NATURAL GAS COMPANY,
an Ohio corporation

By _____

By _____

Its _____

Its _____

Date _____

Date _____

VERIFICATION

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

Before me, a notary public in and for the State of Ohio, personally appeared Richard J. Gordon and Andrew J. Sonderman, who, having first been sworn, deposed and said that they are the President and Secretary, respectively, of Columbia Gas of Ohio, Inc., that they have read the portions of the foregoing document entitled "SECOND AMENDED JOINT PETITION, APPLICATION, AND STIPULATION AND RECOMMENDATION OF COLUMBIA GAS OF OHIO, INC. AND SUBURBAN NATURAL GAS COMPANY", and that the statements set forth therein are true and accurate to the best of their knowledge and belief.

Richard J. Gordon, President

Andrew J. Sonderman, Secretary

Sworn to and subscribed in my presence this _____ day of

_____, 1995.

Notary Public

VERIFICATION

STATE OF OHIO)
) ss:
COUNTY OF DELAWARE)

Before me, a notary public in and for the State of Ohio, personally appeared David L. Pemberton and Joan B. Rood, who, having first been sworn, deposed and said that they are the President and Secretary, respectively, of Suburban Natural Gas Company, that they have read the portions of the foregoing document entitled "SECOND AMENDED JOINT PETITION, APPLICATION, AND STIPULATION AND RECOMMENDATION OF COLUMBIA GAS OF OHIO, INC. AND SUBURBAN NATURAL GAS COMPANY", and that the statements set forth therein are true and accurate to the best of their knowledge and belief.

David L. Pemberton, President

Joan B. Rood, Secretary

Sworn to and subscribed in my presence this _____ day of

_____, 1995.

Notary Public

RELEASE AND COVENANT NOT TO SUE

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT SUBURBAN NATURAL GAS COMPANY, 274 East Front Street, Cygnet, Ohio, on behalf of itself and its controlled affiliates, divisions, members, officers, directors, shareholders, agents, and attorneys (and the respective predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing) (herein separately and collectively, the "Releasor"), in consideration of good and valuable consideration received from COLUMBIA GAS OF OHIO, INC., 200 Civic Center Drive, Columbus, Ohio ("Columbia"), the receipt and sufficiency of which is hereby acknowledged, hereby releases and forever discharges Columbia and its controlled affiliates, divisions, members, officers, directors, shareholders, agents, and attorneys (and the respective predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing) (herein separately and collectively, the "Releasee") from any and all claims, causes of action and suits, obligations, or liabilities of any nature whatsoever, in law or in equity, costs, expenses, or compensation for or on account of any damages, loss, or injury, whether now known or unknown, which the Releasor ever had or now has from the beginning of the world to the execution date of this Release.

Releasor further covenants and agrees that it will forever refrain from instituting, reinstating, or prosecuting any action or proceeding against Releasee upon any claims, causes of action and suits, obligations, or liabilities of any nature whatsoever, in law

COH0009.12

or equity, costs, expenses, or compensation for any damages, loss, or injury, whether or not now or hereafter known, suspected, or claimed which Releasor ever hereafter can, shall, or may have or allege against Releasee constituting, relating to, or based on (1) the Buckeye Builder program, the Scarlet Builder program, the Gray Builder program, the High Volume Single Family Builder program, the Mark of Efficiency program, or any program substantially similar to such programs offered by Releasee, and (2) the direct or indirect payments for customer service lines, house piping, and appliances (collectively, the "Settled Claims") forevermore after the date of this Release, except any claims that might be asserted against Releasee in common law tort (other than a claim alleging unfair competition, which does not include interference with contractual relations or prospective business relations).

Notwithstanding the foregoing, this Release and Covenant Not to Sue shall not be asserted as a defense to or bar against any claim, cause of action, or suite by Releasor against Releasee involving activities conducted within the area of Delaware County bounded by U.S. Route 23 on the west, Lazelle Road on the south, Alum Creek Reservoir and Interstate 71 on the east, and U.S. Route 36 and State Route 37 on the north.

Releasor represents and warrants that it has duly considered, approved, and authorized the Second Amended Joint Petition, Application, and Stipulation and Recommendation of Columbia Gas of Ohio, Inc. and Suburban Natural Gas Company dated _____,

(
1995 (the "Agreement") and this Release and Covenant Not to Sue, has taken all necessary actions for the Agreement and this Release and Covenant Not to Sue to be valid and binding and warrants that the execution of the Agreement and this Release and Covenant Not to Sue by the undersigned signatories on behalf of Suburban Natural Gas Company binds and commits Suburban Natural Gas Company and its controlled affiliates, divisions, officers, directors, employees, agents, and attorneys (and the predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing).

Releasor represents and warrants that Releasor has not sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand, or cause of action of any party thereof relating to any matter covered by this Release and Covenant Not to Sue and agrees to indemnify Releasee against any and all claims by third persons resulting from such sale, assignment, transfer, conveyance, or other disposition.

Nothing in this Release and Covenant Not to Sue affects or otherwise alters any liability of any party for any breach of the Agreement.

This Release and Covenant Not to Sue shall not be altered or modified in any way except by written consent of authorized representatives of Releasor and Releasee.

In the event that the Public Utilities Commission of Ohio fails to approve the Agreement or any part thereof, this Release and Covenant Not to Sue shall be null and void.

This Release and Covenant Not to Sue shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, Releasor has caused this Release and Covenant Not to Sue to be executed by its duly authorized officers as of _____, 1995.

SUBURBAN NATURAL GAS COMPANY

By: _____
David L. Pemberton, President

RELEASE AND COVENANT NOT TO SUE

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT COLUMBIA GAS OF OHIO, INC., 200 Civic Center Drive, Columbus, Ohio, on behalf of itself and its controlled affiliates, divisions, members, officers, directors, shareholders, agents, and attorneys (and the respective predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing) (herein separately and collectively, the "Releasor"), in consideration of good and valuable consideration received from SUBURBAN NATURAL GAS COMPANY, 274 East Front Street, Cygnet, Ohio ("Suburban"), the receipt and sufficiency of which is hereby acknowledged, hereby releases and forever discharges Suburban and its controlled affiliates, divisions, members, officers, directors, shareholders, agents, and attorneys (and the respective predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing) (herein separately and collectively, the "Releasee") from any and all claims, causes of action and suits, obligations, or liabilities of any nature whatsoever, in law or in equity, costs, expenses, or compensation for or on account of any damages, loss, or injury, whether now known or unknown, which the Releasor ever had or now has from the beginning of the world to the execution date of this Release.

Releasor further covenants and agrees that it will forever refrain from instituting, reinstating, or prosecuting any action or proceeding against Releasee upon any claims, causes of action and suits, obligations, or liabilities of any nature whatsoever, in law

COH0009.16

or equity, costs, expenses, or compensation for any damages, loss, or injury, whether or not now or hereafter known, suspected, or claimed which Releasor ever hereafter can, shall, or may have or allege against Releasee constituting, relating to, or based on (1) Columbia's Buckeye Builder program, the Scarlet Builder program, the Gray Builder program, the High Volume Single Family Builder program, the Mark of Efficiency program, or any program substantially similar to such programs offered by Releasee, and (2) the direct or indirect payments for customer service lines, house piping, and appliances (collectively, the "Settled Claims") forevermore after the date of this Release, except any claims that might be asserted against Releasee in common law tort (other than a claim alleging unfair competition, which does not include interference with contractual relations or prospective business relations).

Releasor represents and warrants that it has duly considered, approved, and authorized the Second Amended Joint Petition, Application, and Stipulation and Recommendation of Columbia Gas of Ohio, Inc. and Suburban Natural Gas Company dated _____, 1995 (the "Agreement") and this Release and Covenant Not to Sue, has taken all necessary actions for the Agreement and this Release and Covenant Not to Sue to be valid and binding and warrants that the execution of the Agreement and this Release and Covenant Not to Sue by the undersigned signatories on behalf of Columbia Gas of Ohio, Inc. binds and commits Columbia Gas of Ohio, Inc. and its controlled affiliates, divisions, officers, directors, employees,

agents, and attorneys (and the predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing).

Releasor represents and warrants that Releasor has not sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand, or cause of action of any party thereof relating to any matter covered by this Release and Covenant Not to Sue and agrees to indemnify Releasee against any and all claims by third persons resulting from such sale, assignment, transfer, conveyance, or other disposition.

Nothing in this Release and Covenant Not to Sue affects or otherwise alters any liability of any party for any breach of the Agreement.

This Release and Covenant Not to Sue shall not be altered or modified in any way except by written consent of authorized representatives of Releasor and Releasee.

In the event that the Public Utilities Commission of Ohio fails to approve the Agreement or any part thereof, this Release and Covenant Not to Sue shall be null and void.

This Release and Covenant Not to Sue shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, Releasor has caused this Release and Covenant Not to Sue to be executed by its duly authorized officers as of _____, 1995.

COLUMBIA GAS OF OHIO, INC.

By: _____

SUBURBAN NATURAL GAS COMPANY



DAVID L. PEMBERTON, SR.
PRESIDENT

274 E. FRONT STREET, P.O. BOX 130
CYONET, OHIO 43418-0130
(419) 655-2345

2626 LEWIS CENTER ROAD
LEWIS CENTER, OHIO 43035-9206
(614) 548-2450

September 11, 1996

RECEIVED
SEP 13 1996

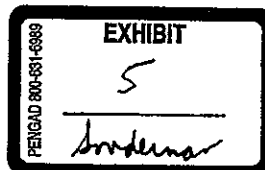
Andrew J. Sonderman

Andrew J. Sonderman, Esquire
Columbia Gas of Ohio, Inc.
200 Civic Center Drive
P. O. Box 117
Columbus, OH 43216-0117

Dear Andy:

As usual, I enjoyed meeting with you on Tuesday to further discuss the rate to be applied to volumes taken by Suburban through the M&R station constructed by Columbia on Lazelle Road which was addressed in your letter of July 25, 1996 and my response of August 21, 1996. Based upon the additional information provided, the 10¢ per Mcf rate is agreeable; and your office should proceed with a proposed agreement and application to be filed with the PUCO under Section 4905.31 of the Revised Code. With respect to the agreement, I understand that it will include provisions allowing Suburban to take up to 35,000 Mcf annually without any increase in the 10¢ per Mcf rate and will permit Suburban to obtain additional volumes above the 35,000 per year Mcf limitation provided that Suburban agrees to pay the additional cost incurred by Columbia to upgrade facilities to provide the additional volumes. With respect to the latter, I assume that the agreement will provide that in the event that Columbia and Suburban are unable to agree as to this cost, the matter will be submitted to the PUCO.

With respect to the other matters which we discussed, I need some further reassurance regarding the U.S. 36-St. Rt. 37 situation. As I indicated, the property involved is at least a quarter of a mile east of a point at which the N&W railroad tracks cross U.S. 36-St. Rt. 37 and would not have been served by Columbia even absent the special circumstances which I described. Apparently, your marketing people were simply uninformed as to the parameters of our recent settlement. If I am in error in this assumption, please advise. As to the Big Walnut Road matter, regulatory concerns could be ameliorated by entering into option agreements exercisable at some future date. In the meantime, each company would continue to develop the properties involved subject to these options.




COH0011

Andrew J. Sonderman, Esquire
Page 2
September 11, 1996

Once again, I appreciate your time and attention. Kindest personal regards.

Very truly yours,


David L. Pemberton
President

DLP:mew

COH0012

SEP 17 1996 10:52AM COL GPS_614.722 8040T ST

614 464 7765 P.2/32



460-6986

COH0013

COLUMBIA GAS

of Ohio



Andrew J. Sonderman
Secretary and General Counsel

September 23, 1996

Mr. David L. Pemberton, Sr.
President
Suburban Natural Gas Company
2626 Lewis Center Road
Lewis Center, Ohio 43035-9206

Dear Dave:

Re: Your Correspondence dated September 11, 1996

Your recent letter, particularly the second paragraph, took me by surprise. With respect to the matters addressed in the first paragraph, I am gratified by your willingness to work with us concerning a special contract for the gas service provided from the M&R station on Lazelle Road to Suburban customers served from the leased pipeline facility. We are proceeding to draft an appropriate agreement for your consideration and, ultimately, filing with the PUCO.

Concerning the merits outlined in your oral proposal during our lunch on September 10, I will respond very shortly. I am sure you will appreciate that this serious proposal deserves a serious and thoughtful response.

I did not want to wait for that response, however, to address what I believe to be a fundamental misunderstanding on your part regarding the nature and extent of our settlement of the self complaint case last winter. So that there is no further misunderstanding on this point let me reiterate the facts as Columbia of Ohio sees them: that is, your Company and ours entered into a joint stipulation for settlement of the complaint proceeding. That joint stipulation provided for the transfer of certain identified facilities, and for the abandonment of service to certain customers previously served by each of our Companies. The joint stipulation expressly provided, as acknowledged by the PUCO's order adopting it, that there were no further agreements with respect to non-competition zones between Suburban and Columbia Gas of Ohio.

Dave, step back from your September 11 letter and have a fresh look at it. One could infer from it that the settlement of the self complaint proceeding included an agreement with respect to the right to serve identified territories. I cannot accept that implication; first, it is simply untrue that we entered such an agreement. Second, to enter such an agreement would, in my view, constitute a per se violation of federal and state antitrust statutes. My concern about this implication was strong

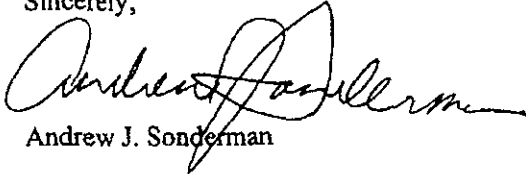
COH0044

Mr. Pemberton
Page 2
September 23, 1996

enough that I consulted competition counsel, Edward Matto, who authorized me to share with you his legal opinion on this point. I commend in particular the discussion appearing at page two of Mr. Matto's opinion letter to your attention, as I believe it explains better than I could the concerns which prompt this correspondence. I hope you will excuse the formality of this response and appreciate why I felt it necessary.

I will be pleased to discuss this with you at your convenience; for now, let me state unequivocally that Columbia of Ohio has no agreement with Suburban regarding the territory you addressed in you September 11 correspondence, or any other territory. Columbia will continue, as it has to this date, to exercise its own independent business judgment concerning the areas in which it will build facilities consistent with all applicable state and federal laws and regulations. We fully anticipate that Suburban will do the same.

Sincerely,



Andrew J. Sonderman

Att.

cc: E. A. Matto, Esq. (w/o att.)

COH0045

LAW OFFICES
BRICKER & ECKLER

100 SOUTH THIRD STREET
COLUMBUS, OHIO 43216-4291

TELEPHONE (614) 227-2300

FAX (614) 227-2390

EMAIL: INFO@BRICKER.COM

INTERNET HOME PAGE: HTTP://WWW.BRICKER.COM

IN CLEVELAND
800 BANK ONE CENTER
600 SUPERIOR AVENUE EAST
CLEVELAND, OHIO 44114-2811
TELEPHONE (216) 771-0720
FAX (216) 771-7702

WRITER'S DIRECT DIAL NUMBER

227-2309

September 18, 1996

JOHN W. BRICKER (1995-1996)
JOHN ECKLER (1993-1994)

CHARLES R. OLANDER
T.S. L. HUGHES
T.S. L. HUGHES

JOY L. KRAM
MICHAEL B. BOGOSVON
EDWARD A. MATTO
MICHAEL S. BULLMAN
THOMAS S. WOLFEHARD
BILLY W. BOGOSVON
STEPHEN E. YODER
MICHAEL A. FITTNER
MICHAEL A. KANE
JOHN F. SMITH, JR.
MICHAEL S. HOLMAN
MICHAEL C. THOMPSON
JOHN P. SEARLES
DAVID Q. BAKER
JOHN C. ROSENBERGER
JERRY E. NATHAN
MARSHALL L. LEVINE
RICHARD C. WISEMAN
DONALD R. KELLER
KAREN MUELLER MOORE
STEVEN R. SEARLES
CHARLES H. WALKER
MICHAEL A. MESS
GORDON W. JOHNSON
DAVID A. NODDINS
CHARLES H. WATERSMAN III
MICHAEL E. DINE

JAMES A. BUTLER
DAVID C. SHALTER
NICHOLAS E. MOORE
JOHN W. COOK III
CHARLES H. MCCREARY III
JAMES R. BURNER
ELIZABETH A. SOREKOLIA
KENNETH C. JOHNSON
MARK A. ENGEL
MICHAEL L. FLORES
DAVID R. CONRAD
MICHAEL S. LOVERING
DAVID M. BONGIORNO
REBECCA C. PRITCHARD
PENNY SOULS
MARSHA POST BAXTER
CHRISTOPHER A. KUMARIN
CHANG A. KADDOX
SUSAN G. SCHEUTZOW
MARK J. PALMER
CHARLES D. SMITH
MARY W. CHRISTENSEN
WILLIAM T. COVARD II
ROBERT C. BAYBERRY
TIMOTHY J. OVIENS
JERRY ORMES ALLEN
DUNNIN F. LINDSMITH
JONCE S. LUKS
H. RANDY BANK
ANNE MARIE SUPPINA

CATHERINE M. BALLARD
GORDON F. LITT
L. BRENT MILLER
SCOTT W. TIESEL
RUE WYSE/VERA YOUNT
JAMES J. HUGHES III
ANDREW A. POLKERTH
FRANK L. MEANELL
DURDIS A. TURNELL
BETSY A. SWIFT

JACK ROSSAL, JR.
SUSAN L. SLARTY
SYDIA LYNN OLLIS
LUTHER L. LUGGETT, JR.
HARRY WRIGHT IV
JAMES F. FLENN
PRICE D. FINLEY
LARA J. TROTT
DREW H. CAMPBELL
WENDY R. HUNTLEY
MICHAEL D. SMITH
SARAH J. DIERMAN
MARTHA E. HORVITZ
LARA LYN M. BABAKI
SARAHANNE L. MITCHELL
DAVID A. MARTIN
AMY L. BOETIC
THOMAS R. BROWNLEE, JR.

ELIZABETH A. PRESTON
T. KANE LYVINE
SUSAN B. GREENINGER
LAWRENCE E. FLISMAN
JENNIFER BRANT DUNSTON
STEPHEN WITMAN
LAURIE A. BRIDGE
EMILY J. BROWN
LISA S. HANSEN
MARCELO M. CORREA III
MARY W. LEBLUE
KEVIN D. RHODES
FAITH M. WILLIAMS
WARREN L. GROSS
JOHNATHAN J. JOHNSON
PATRICK J. SCHWARTZ
SPECIAL COUNSEL
THOMAS D. LAMBROS
OF COUNSEL
JOSEPH S. COLL
EDGAR L. LINDLEY
MICHAEL R. HANSEN
RETINED
BRUCE D. UYAN
CLAYTON C. HOSEBOS
RICHARD C. PICKETT
WILLIAM H. LEDGER

VIA FACSIMILE TRANSMISSION/ORIGINAL BY U.S. MAIL

Andrew J. Sonderman, Esq.
General Counsel & Secretary
Columbia Gas Distribution Companies
200 Civic Center Drive
P O. Box 117
Columbus, OH 43216-0117

Dear Mr. Sonderman:

You asked that we look at whether any antitrust issues were raised by the letter sent to you dated September 11, 1996 from David L. Pemberton, President of Suburban Natural Gas Company, a copy of which is attached. The particular focus of your question is in regard to the contents in the second paragraph. In that paragraph Mr. Pemberton refers to "the parameters of our recent settlement." You have advised me that there is no agreement in any recent settlement with Suburban that would relate to any understanding between Columbia Gas and Suburban Natural Gas as to which company would enter which geographic areas in the provision of the transportation and supply of natural gas. Any such agreement would violate the federal and state antitrust laws and would be deemed to be a *per se* violation. *Palmer v. DRG of Georgia, Inc.*, 498 U.S. 46, 111 S.Ct. 401 (1991). Such agreements are unlawful regardless of whether they merely reserve one market for one and another for the other or split a market within which both do business. *Id.*

Since no such agreement exists between Columbia Gas and Suburban Natural Gas, obviously no antitrust violation has occurred. Also, obviously, since they are competitors the two companies cannot enter into any such arrangement in the future.

COH0046

BRICKER & ECKLER

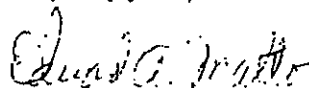
Page 2

September 18, 1996

I do have a serious concern about the perception one could get from the language in that second paragraph. In that paragraph Mr. Pemberton further states "as to the Big Walnut Road matter, regulatory concerns could be ameliorated by entering into option agreements exercisable at some future date. In the meantime, each company would continue to develop the properties involved subject to these options." The conclusory language that some type of agreement was reached in the "recent settlement" and that certain option agreements exercisable at some future date could be entered into by the companies can easily create the perception that anticompetitive agreements have been entered into by the companies. The federal and state antitrust enforcement agencies do not have the benefit of knowing what is in the minds of the personnel of each company but can only read what is written in the letter and any behavior that would occur after the date of the letter. Therefore, it is important that the risk of this perception not be left as is. I would strongly recommend that a response be made as soon as possible to the attached letter making it clear that no such agreement exists, neither expressed nor implied. It also should be made clear that Columbia Gas personnel will make all decisions relating to the operation of the company's business and, in particular, operation of the business as it might involve competition with Suburban solely on the basis of independent, sound business judgment and on the basis of the economics involved. To reiterate, my concern is not that an unlawful agreement has been entered into, which you have assured me does not exist, but that a third party reading the letter could easily assume that such an agreement does exist. If, for example, Columbia Gas should choose not to enter into a particular geographic area in which Suburban already is operating one might conclude that that is the result of an anticompetitive agreement rather than because sound business judgment would dictate against entering that geographic area. Therefore, I would also strongly recommend that any such decisions which impact upon potential competition with Suburban Natural Gas be documented and the reasons for taking or not taking the particular action be set forth in that document.

If you have any further questions please let me know.

Very truly yours,



Edward A. Matto

EAM/bja
Enclosure

SUBURBAN NATURAL GAS COMPANY



DAVID L. PEMBERTON, SR.
PRESIDENT

274 E. FRONT STREET, P.O. BOX 130
CYGNET, OHIO 43418-0130
(419) 655-2345

2626 LEWIS CENTER ROAD
LEWIS CENTER, OHIO 43085-9206
(614) 548-2450

September 30, 1996

RECEIVED

OCT 3 1996

Andrew J. Sonderman

Mr. Andrew J. Sonderman, Esq.
Columbia Gas of Ohio, Inc.
200 Civic Center Drive
P.O. Box 117
Columbus, OH 43216-0117

Dear Andy:

Thank you for your letter of September 23, 1996 referencing mine of September 11, 1996, which arrived during my absence from the office. So important is the subject matter you raise, that I am drafting my response this Sunday evening - my first opportunity.

Let me assure you at the outset that I did not intend to state or imply that there are any agreements between our companies relating to competition or territories other than those filed with and approved by the PUCO. This is so, in my view, not because, as Mr. Matto states, any such agreements would be unlawful under federal and/or state antitrust laws, but because the PUCO would not approve those, which with the assistance of preeminent antitrust attorneys for both sides, we had mutually proposed. While I respect Mr. Matto's expertise, I cannot concur in his blanket characterizations given the contrary assurances we received regarding the legality of our proposed agreements had they been acceptable to the PUCO. Since we have no agreements, however, the matter is academic.

In reviewing my September 11 letter, I must apologize, nonetheless, for my ineptitude since the language used could be interpreted as raising the implication of an agreement. What I had in mind, however, was the rationale for the settlement which we both strived so hard to achieve. That rationale was that neither company's interest nor the public interest were served by a wasteful duplication of facilities and that the exchange of facilities approved by the PUCO was reasonable and necessary and in the public interest because it permitted each company to economically rationalize its system and serve its customers more efficiently. The concern which I intended to express in my September 11, 1996 letter is that we might be recreating the very conditions which prompted the exchange of facilities approved by the PUCO less than ten months ago. While, obviously, Columbia and Suburban are

COH0014

Mr. Andrew J. Sonderman, Esq.
Page 2
September 30, 1996

legally and otherwise free, if not required, to exercise their own respective independent business judgments in operating their respective businesses, I cannot help but wonder how the Commission might view our settlement if my concern were to materialize.

Please give my regards to Mr. Matto. He and I were law school classmates.

Very truly yours,



David L. Pemberton, Sr.
President

DLP/cam

COH0015

RECEIVED

MAY 23 1994

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

DOCKETING DIVISION
PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Self-)
Complaint of Columbia Gas of) Case No. 93-1569-GA-SLF
Ohio Concerning its Existing)
Tariff Provisions.)

In the Matter of the Joint)
Petition of Columbia Gas of Ohio,)
Inc. and Suburban Natural Gas) Case No. 94-938-GA-ATR
Company for Approval of an)
Agreement to Transfer Certain)
Facilities and Customers.)

In the Matter of the Joint)
Application of Columbia Gas of)
Ohio, Inc. and Suburban Natural) Case No. 94-939-GA-ATA
Gas Company for Approval of)
Certain Tariff Modifications.)

JOINT PETITION, APPLICATION,
AND STIPULATION AND RECOMMENDATION OF
COLUMBIA GAS OF OHIO, INC. AND
SUBURBAN NATURAL GAS COMPANY

Now come Columbia Gas of Ohio, Inc. (hereinafter
"Columbia") and Suburban Natural Gas Company (hereinafter "Subur-
ban") (both of which are collectively referred to as "the
Parties") and submit their Joint Application, Petition, and
Stipulation and Recommendation (hereinafter jointly referred to
as "the Stipulation") in the above-captioned proceedings.

WHEREAS, Columbia and Suburban are public utilities and
natural gas companies, as defined by R. C. §§ 4905.02 and
4905.03, and are therefore subject to the regulatory jurisdiction

EXHIBIT

A

Respondent

PENGAD 800-631-8869

of the Public Utilities Commission (hereinafter "Commission");
and

WHEREAS, Columbia filed a self-complaint with the Commission on September 17, 1993 in Case No. 93-1569-GA-SLF, pursuant to R. C. § 4905.26, seeking to resolve an existing controversy with Suburban involving competition between the Parties in certain areas of Ohio; and

WHEREAS, Suburban has been granted leave to intervene in, and is a party to, that proceeding; and

WHEREAS, Ohio Administrative Code Rule 4901-1-30 provides that any two or more parties may enter into a written stipulation concerning the issues presented in any Commission proceeding; and

WHEREAS, the Commission, through meetings conducted by its Attorney Examiner and Staff, has actively encouraged and actively supervised the Parties' resolution of their competitive dispute and rationalization of their distribution systems (in Delaware and Franklin Counties) in the public interest by means of agreement rather than adversary procedure; and

WHEREAS, the Parties are willing to agree, subject to the consent and approval of the Commission as more fully described herein, to (1) the transfer of certain customers and facilities between the Parties and certain ancillary covenants of the Parties arising out of, and directly related to, said transfer of customers and facilities, and (2) the modification of

certain tariff provisions which are currently contained in the Parties' tariffs on file with this Commission; and

WHEREAS, said agreement, if approved by the Commission in the manner described herein, would resolve all contested issues in Case No. 93-1569-GA-SLF and terminate the proceedings in that case;

NOW, THEREFORE, the Parties hereby stipulate and recommend that the Commission:

(1) Grant the Joint Petition of the Parties for approval of the Agreement embodied in this Stipulation, pursuant to R. C. § 4905.48 (as more fully described in Section A, infra);

(2) Grant the Joint Application of the Parties to modify their existing tariff provisions, making certain findings of fact and conclusions of law (as more fully described in Section B, infra); and

(3) Approve the remaining portions of the Stipulation (as more fully described in Section C, infra).

A. Joint Petition for Approval of Agreement to Transfer Customers and Facilities

1. The Parties are willing to enter into an agreement as set forth herein to transfer certain customers and facilities located in the Counties of Franklin and Delaware, State of Ohio, subject to the active supervision, direction, and consent and approval of the Commission pursuant to R.C. § 4905.48.

2. Under the Agreement, Suburban would convey to Columbia all right, title, and interest in the following natural

gas pipelines, along with any connected meters, regulators, appurtenant facilities, and any associated easements or rights-of-way or similar interests in real property on or through which such pipeline being transferred lies:

- a. That portion of the "ARCO" pipeline, a six-inch steel pipeline which is currently leased by Suburban from Atlantic Richfield Company, which lies in Franklin County south of Lazelle Road;
- b. That portion of Suburban's pipeline which runs west from the western boundary of the Olentangy High School property on Lewis Center Road across U. S. Route 23; then south along U. S. Route 23 to Home Road where the pipeline terminates; and
- c. Suburban's pipeline which runs west of the Norfolk & Western Railroad tracks along Cheshire Road to U. S. Route 23.

3. In connection with the sale and transfer of such pipelines and other facilities, Columbia would acquire the right and obligation to render natural gas service to all customers currently served by Suburban from such facilities, and Suburban would have no further rights or obligations in that regard. The names and addresses of such customers are set forth in Exhibit 1 hereto.

4. Under the Agreement, Columbia would convey to Suburban all right, title, and interest in the following natural gas pipelines, along with any connected meters, regulators, appurtenant facilities, and any associated easements or rights-of-way or similar interests in real property on or through which such pipeline being transferred lies:

- a. Columbia's pipeline on Orange Road commencing at the middle of the Norfolk & Western Railroad

tracks and continuing east along Orange Road until the intersection of Orange Road and Old State Road; and

- b. Columbia's pipeline which runs from the intersection of Orange Road and Old State Road north along Old State Road to "The Shores" subdivision and beyond to its terminus, including all piping currently owned by Columbia within that subdivision.

5. Under the Agreement, Columbia would also sell to Suburban its pipeline which runs from the intersection of Lazelle Road and Sancus Boulevard north along Sancus Boulevard, then northwest along Polaris Parkway, then north along Old State Road, then west along Powell Road to the point at which the pipeline enters the Oak Creek Subdivision being developed by Borrer Corporation and known as the Callahan Farm Property (comprising approximately 150 acres and 385 lots and depicted in Exhibit 2 hereto) as well as the extension along Antares Avenue. Suburban would then lease that pipeline back to Columbia for five years or until the Commission authorizes abandonment by Suburban of the line (pursuant to R.C. § 4905.21, as amended from time to time), whichever occurs later, for the sum of \$5500 per annum (such payments to continue for no more than 20 years notwithstanding a longer lease term) as full and complete consideration for allowing Columbia jointly to utilize the facilities to transport natural and/or synthetic gas from existing Columbia facilities along Lazelle Road to Columbia's pipeline facilities within the Oak Creek Subdivision, in such quantities and at such times as are necessary to serve customers within that Subdivision as it is

built out. Columbia's payment to Suburban for the lease is to be offset against the net book cost of the pipeline and other facilities that Columbia is transferring to Suburban with the result that Columbia would make no other payment to Suburban. Suburban would be responsible for the operation, maintenance, and repair of this leased pipeline, and Columbia would have no right to make new taps on, or construct additional laterals from, that pipeline. To the extent that the natural gas facilities described above in this paragraph 5 become inadequate for the joint use by both Columbia and Suburban described herein, Columbia's use of the natural gas facilities to serve the Oak Creek Subdivision would have priority over Suburban's use of the natural gas facilities.

6. In connection with the sale and transfer of such pipelines and other facilities, except as otherwise provided herein, Suburban would acquire the right and obligation to render natural gas service to all customers currently served by Columbia from such facilities and Columbia would have no further rights or obligations in that regard. The names and addresses of such customers are set forth in Exhibit 3 hereto. Suburban will also assume Columbia's rights and obligations under a Refundable Line Relocation Agreement with N.P. Limited Partnership, a copy of which is annexed hereto as Exhibit 4. Suburban is to receive from Columbia the \$22,573 deposit paid to Columbia under said Refundable Line Relocation Agreement with N.P. Limited Partnership.

7. In connection with the sale and transfer of such pipelines and other facilities, Suburban and Columbia would execute--and, as necessary, record--all documents necessary to affect the transfers of personal and real property described herein. In addition, Suburban and Columbia would transfer and deliver to each other all accounting records pertaining to the transfer of property, including documents establishing the net book cost of the assets exchanged and the accounting and billing records for all customers listed on Exhibits 1 and 3 hereto. All transfers described herein would be completed within 60 days from the Commission's approval of this Stipulation.

8. As consideration for the conveyance of pipelines and other facilities under the Agreement, each company would agree to pay the net book cost (i.e., original cost less accrued depreciation), as reflected on the selling company's books and records, for any facilities acquired from the other company under the Agreement. Columbia would receive title in fee simple to that portion of the ARCO line which is being transferred to Columbia pursuant to the Agreement. In addition, Suburban would pay to Columbia the sum of sixty thousand dollars (\$60,000) in ten (10) installments of \$6,000 each, with the first payment due within five (5) business days of the approval of this Stipulation by the Commission and the next nine payments due on the yearly anniversaries of that approval.

9. In connection with, and ancillary to, the conveyance and transfer of customers and facilities under the

Agreement, each party would covenant that it would not compete with the other in the vicinity of the transferred facilities (as hereinafter defined) either by the retail sale of natural or synthetic gas, or by transporting natural or synthetic gas to any retail or end-use customer in the described area, for a period of 10 years from the date the Commission approves the Stipulation. Specifically, Columbia would agree, subject to the foregoing limitations, not to compete with Suburban in

- a. the area bounded by Lazelle Road on the south, the Norfolk & Western Railroad tracks on the west, Lewis Center Road on the north, and Interstate Route 71 on the east to its intersection with Bale-Kenyon Road and then by Alum Creek and Alum Creek Reservoir;
- b. the area consisting of that portion of the Village of Lewis Center lying west of the Norfolk & Western Railroad tracks; and
- c. the area bordered on the west by the western boundary of the Olentangy High School property on Lewis Center Road, on the south by Lewis Center Road, on the east by the Norfolk & Western Railroad tracks, and on the north by the northern boundary of the Olentangy High School property extended eastward to the Norfolk & Western Railroad tracks.

Suburban would agree not to compete with Columbia in

- d. all phases of the Oak Creek Subdivision, as defined herein in paragraph 5 of this Section and Exhibit 2; and
- e. the area bounded by the Norfolk & Western Railroad tracks on the east, Cheshire Road on the north, U.S. Route 23 on the west, and Lewis Center Road on the south, except as provided in subparts "b" and "c" of this paragraph.

In any instance in this Stipulation in which a road, highway or railroad track is given as a boundary, the middle of the road,

highway or railroad track is considered to be the boundary, except in the case of Cheshire Road, in which case Columbia may serve customers on both sides of the road.

Notwithstanding the foregoing Columbia will be permitted to install in the area described in a. above a high pressure natural gas pipeline, the purpose of which is to be limited to transporting gas from existing and future sources of supply to various gas distribution systems owned and operated by Columbia in southern Delaware County and northern Franklin County, Ohio to points outside of said area unless Suburban agrees otherwise.

B. Joint Application for Approval of Certain Tariff Modifications

1. The Commission-approved tariffs of both Columbia and Suburban currently contain language which restricts the ability of said companies to provide or pay for, directly or indirectly, customer service lines, house piping, and appliances when competing with another regulated natural gas company which does not provide or pay for such items.

2. In Columbia's tariffs, this language appears in Section 23(b) (Fourth Revised Sheet No. 6); Section 28 (Fifth Revised Sheet No. 7), and Section 29 (Fifth Revised Sheet No. 7).

3. In Suburban's tariffs, this language appears in Section 23(b) (Section III, Original Sheet No. 1), Section 27 (Section III, Original Sheet No. 2), and Section 28 (Section III, Original Sheets Nos. 2 and 3).

4. The Parties hereby jointly request authority to modify their tariffs so as to permit each of them to provide or pay for customer service lines, house piping, and appliances, irrespective of any competition from another regulated natural gas company. This application is made pursuant to R. C. § 4909.18, and the Parties represent that the requested tariff modifications will not result in an increase in any rate, joint rate, toll, classification, charge, or rental. Revised tariff sheets showing the proposed changes are attached hereto as Exhibit 5 for Columbia and Exhibit 6 for Suburban. The Parties request that the Commission authorize them to file such revised tariff sheets to become effective immediately, and recommend that the Commission expressly find that the Parties may lawfully provide or pay for customer service lines, house piping, and appliances as marketing incentives for builders, developers, and existing and prospective customers.

C. Additional Recommendations

1. The Parties stipulate and recommend that the Commission consolidate all three of the above-captioned proceedings for purposes of consideration and decision.

2. Suburban has installed and intends to install substantial natural gas facilities in the area of Delaware County bounded by the Norfolk & Western Railroad tracks on the west, Lewis Center Road on the south, Alum Creek Reservoir on the east and U.S. Route 36 and State Route 37 on the north. Columbia

stipulates that it has no pipeline in that area and does not foresee expanding into said area of Delaware County in the foreseeable future. The parties submit that it would not serve either maximum efficiency or the public interest for

- (i) Suburban's investment to be stranded in this area and
- (ii) duplication of facilities to take place.

Therefore, the parties recommend that the Commission issue findings of fact and conclusions of law, pursuant to its general powers set forth in R.C. §§ 4905.04, 4905.05, 4905.06, and any other relevant provision of law, finding that the public interest requires that Columbia not construct, own, finance or operate any pipe or other facilities for the sale or use of natural gas in said area unless Columbia first applies to the Commission for, and receives, a final order of the Commission, issued after hearing, determining that the pipe or other facilities would not constitute a wasteful duplication of facilities and would not result in any stranded investment or operating inefficiencies and is in the public interest. Columbia agrees that it will serve a copy of any such application on Suburban at the time of its filing with the Commission and will not oppose Suburban's participation as a party in such proceedings.

3. Columbia has installed and intends to install substantial natural gas facilities in the area of Delaware County bounded by the Norfolk & Western Railroad tracks on the east, Lewis Center Road on the north, U.S. Route 23 on the west and Lazelle Road on the south except to the extent set forth in

¶ A.9. Suburban stipulates that it has no pipeline in that area and does not foresee expanding into said area of Delaware County in the foreseeable future. The parties submit that it would not serve either maximum efficiency or the public interest for

- (i) Columbia's investment to be stranded in this area and
- (ii) duplication of facilities to take place.

Therefore, the parties recommend that the Commission issue findings of fact and conclusions of law, pursuant to its general powers set forth in R.C. §§ 4905.04, 4905.05, 4905.06, and any other relevant provision of law, finding that, except to the extent set forth in ¶ A.9., the public interest requires that Suburban not construct, own, finance or operate any pipe or other facilities for the sale or use of natural gas in said area unless Suburban first applies to the Commission for, and receives, a final order of the Commission, issued after hearing, that the pipe or other facilities would not constitute a wasteful duplication of facilities and would not result in any stranded investment or operating inefficiencies and is in the public interest. Suburban agrees that it will serve a copy of any such application on Columbia at the time of its filing with the Commission and will

not oppose Columbia's participation as a party in such proceedings.

4. This Stipulation represents a compromise and settlement of any and all existing disputes between the parties concerning competition between said parties. As a result, upon approval of the Stipulation by the Commission, the parties agree to execute mutual releases and covenants not to sue, in the forms attached hereto as Exhibit 7.

5. If the Commission rejects any part or all of this Stipulation, the Parties agree that the Stipulation shall be null and void and will be withdrawn, and shall not constitute any part of the record in this proceeding, nor shall it be used for any purpose whatsoever by any party to this or any other proceeding.

6. The undersigned respectfully join in requesting that the Commission approve the Joint Stipulation and Recommendation of the Parties, in the manner described above.

7. The Commission shall retain continuing jurisdiction in this matter to supervise and assure the parties' compliance with this Joint Stipulation and Recommendation of the Parties.

Agreed this 23rd day of May, 1994.

COLUMBIA GAS OF OHIO, INC.
an Ohio corporation,

By: Richard J. Gordon
Richard J. Gordon

Its President

Date: May 20, 1994

SUBURBAN NATURAL GAS COMPANY,
an Ohio corporation,

By: David L. Pemberton

Its President

Date: May 23, 1994

Stuart W. Gold
Stuart W. Gold
CRAVATH, SWAINE & MOORE
Worldwide Plaza
825 Eighth Avenue
New York, New York 10019-7475

Attorneys for
COLUMBIA GAS OF OHIO, INC.

William R. Case
William R. Case
THOMPSON, HINE & FLORY
One Columbus
10 West Broad Street
Columbus, Ohio 43215

Attorneys for
SUBURBAN NATURAL GAS COMPANY

Verification

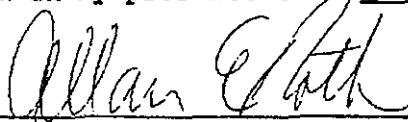
State of Ohio }
County of Franklin } ss

Before me, a notary public in and for the State of Ohio, personally appeared Richard J. Gordon and Andrew J. Sonderman, who, having first been sworn, deposed and said that they are the President and Secretary, respectively, of Columbia Gas of Ohio, Inc., that they have read the portions of the foregoing Stipulation entitled "Joint Petition for Approval of Agreement to Transfer Customers and Facilities" and "Joint Application for Approval of Certain Tariff Modifications," and that the statements set forth therein are true and accurate to the best of their knowledge and belief.


Richard J. Gordon, President


Andrew J. Sonderman, Secretary

Sworn to and subscribed in my presence this 20th
day of May, 1994.


Notary Public

ALLAN E. ROTH, Attorney At Law
NOTARY PUBLIC, STATE OF OHIO
My commission has an expiration date.
Section 147.03 R.C.

State of Ohio)
County of Delaware) ss

Before me, a notary public in and for the State of Ohio, personally appeared David L. Pemberton, President, and Joan B. Rood, Secretary, who, having first been sworn, deposed and said that they are the President and Secretary, respectively, of Suburban Natural Gas Company, and that they have read the portions of the foregoing Stipulation entitled "Joint Petition for Approval of Agreement to Transfer Customers and Facilities" and "Joint Application for Approval of Certain Tariff Modifications," and that the statements set forth therein are true and accurate to the best of their knowledge and belief.

Sworn to and subscribed in my presence this 23rd day of May, 1994.

M. Elaine Mercer
Notary Public

David L. Pemberton
David L. Pemberton, President

Joan B. Rood
Joan B. Rood, Secretary

M. ELAINE MERCER
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES OCT. 19, 1994

Edmund Cody
677 Cheshire Road

Kenneth Williamson
725 Cheshire Road

John Schweitzel
751 Cheshire Road

John Hoskinson
821 Cheshire Road

Tanglewood Golf Course
1086 Cheshire Road

Jay Scott
1091 Cheshire Road

Randy Shelton
1159 Cheshire Road

Ralph & Marcena Scott
1310 Cheshire Road

Charles & Marie Fisher
1497 Cheshire Road

Randy Harris
1663 Cheshire Road

Harry Kesterson
1630 Cheshire Road

Michael Stewart
3500 Braumiller Road

Daniel Dickinson
549 Cheshire Road

Robert & Susan Shaw
170 Cheshire Road

Darrin & Brenda Smith
280 Cheshire Road

David & Diana Sarnovsky
420 Cheshire Road

Ron Bishop
445 Cheshire Road

Linda Esber
450 Cheshire Road

Janet Weiser
480 Cheshire Road

Dominic Cambarro
621 Cheshire Road

Robert Wren
1670 Cheshire Road

Kevin Reimenscheider
1720 Cheshire Road

Kyle Barrows
1770 Cheshire Road

Michael McNamara
1725 Cheshire Road

Thomas McNamara
1960 Cheshire Road

Plantland
6660 Columbus Pike

Roy Chennels, Jr.
6544 Columbus Pike

Ralph & Mary Reid
390 Lewis Center Rd

George Lacher
433 Lewis Center Rd

OPER ACTION ==>
SEARCH CODE

DISK

SEARCH ROUTINE
CUST ADDRESS: 2849 WATERFORD GAL

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
	2849 WATERFORD DR	GAL	SPERO VASILA	500155524	ACT	ACT
2	2850 WATERFORD DR	GAL	MICHAEL D ALEXANDER	500220188	ACT	ACT
3	2858 WATERFORD DR L011317	GAL	LACASA BUILDERS	500212605	ACT	ACT
4	2880 WATERFORD DR	GAL	WAYNE SLEVA	500309699		NSL
5	2900 WATERFORD DR	GAL	GERALD CULLISON	500148079	ACT	ACT
6	2905 WATERFORD DR	GAL	RAY R BOBBITT	500210604	ACT	ACT
7	2930 WATERFORD DR	GAL	WILLIAM E COLLINS	500148080	ACT	ACT
8	2960 WATERFORD DR	GAL	LEE GABBERT	500147492	ACT	ACT
9	2965 WATERFORD DR	GAL	KEVIN C SIMPSON	500207159	ACT	ACT
10	2990 WATERFORD DR	GAL	WILLIAM L SMART	500214122	ACT	ACT
11	2995 WATERFORD DR	GAL	GARY J LINK	500210534	ACT	ACT
12	3010 WATERFORD DR	GAL	IRENE BLASZKOWIAK	500169357	ACT	ACT
13	3021 WATERFORD DR	GAL	RICHARD G SEIFFERT	500162054	ACT	ACT
14	3030 WATERFORD DR	GAL	KAREN L JAUNZEMIS	500214989	ACT	ACT
15	3041 WATERFORD DR	GAL	CONTINENTAL BUILDE	500278936	ACT	ACT

PF1-HELP PF2-WORK FUNCTION MENU PF3-QUIT
PF7-BACKWARD PF8-FORWARD

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: 2849 WATERFORD GAL

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
				STAT	STAT	
1	3050 WATERFORD DR	GAL	DAN MUSGRAVE	500173936	ACT	ACT
2	3061 WATERFORD DR	GAL	CHRIS M SHAFFER	500244045	ACT	ACT
3	3081 WATERFORD DR	GAL	JOHN WHITE	500244044	ACT	ACT
4	3090 WATERFORD DR	GAL	JAMES M BROWN	500219315	ACT	ACT
5	3105 WATERFORD DR	GAL	DARYL G WEBB	500162055	ACT	ACT
6	3110 WATERFORD DR	GAL	TIMOTHY HAMMOND	500195688	ACT	ACT
7	3130 WATERFORD DR	GAL	MELVIN POST	500172652	ACT	ACT
8	3135 WATERFORD DR	GAL	MARK BIVENOUR	500156689	ACT	ACT
9	3150 WATERFORD DR	GAL	DEBORAH K MOORE	500204984	ACT	ACT
10	3165 WATERFORD DR	GAL	JAMES KANE	500176063	ACT	ACT
11	3170 WATERFORD DR	GAL	EDWARD C GULLA	500172653	ACT	ACT
12	3205 WATERFORD DR	GAL	LEW A BATES	500280183	ACT	ACT
13	3225 WATERFORD DR	GAL	STEVE PALMER	500275529	ACT	ACT
14	3230 WATERFORD DR	GAL	WILLIAM D MARSHALL	500199373	ACT	ACT
15	3240 WATERFORD DR	GAL	MARTIN DEAKINS	500182210	ACT	ACT

PF1-HELP PF2-WORK FUNCTION MENU PF3-QUIT
PF7-BACKWARD PF8-FORWARD

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: 2849 WATERFORD GAL

ACCT PREM

	ADDRESS	CITY	NAME	PSID	STAT	STAT
1	3245 WATERFORD DR LT1331	GAL	LYNCH BUILDERS	500280185	NSL	
	4029 WATERFORD DR	GAL		500158694	NSL	END

3

4

5

6

7

8

9

10

11

12

13

14

15

PF1-HELP

PF7-BACKWARD

PF2-WORK FUNCTION MENU

PF8-FORWARD

PF3-QUIT

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: 2924 SHORELINE GAL

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	2924 SHORELINE DR	GAL	DONALD R WENZLIK	500102026	ACT	ACT
2	2950 SHORELINE DR	GAL	MICHAEL BLANKENSHIP	500206269	ACT	ACT
3	2951 SHORELINE DR	GAL	JOHN HEEG	500213302	ACT	ACT
4	2973 SHORELINE DR	GAL	BENJAMIN A FEULA	500147318	ACT	ACT
5	2976 SHORELINE DR	GAL	PHILLIP BRONSDON	500204388	ACT	ACT
6	2994 SHORELINE	GAL	CHRIS CICHENAS	500232021	ACT	ACT
7	2995 SHORELINE DR	GAL	LYNN D NEWMAN	500123112	ACT	ACT
8	3015 SHORELINE DR	GAL	C R ANDERSON	500118340	ACT	ACT
9	3018 SHORELINE DR	GAL	EDWARD HAAS	500186940	ACT	ACT
10	3036 SHORELINE DR	GAL	LARRY D WILLIAMS	500187827	ACT	ACT
11	3037 SHORELINE DR	GAL	PATRICK M DIAMOND	500102031	ACT	ACT
12	3058 SHORELINE DR	GAL	BISHARA BARANSI	500220206	ACT	ACT
13	3059 SHORELINE DR	GAL	PHILIP STEGMANN	500160085	ACT	ACT
14	3077 SHORELINE DR	GAL	MATTHEW A CHIZMAR	500129175	ACT	ACT
15	3084 SHORELINE DR	GAL	DAVID WHITE	500201533	ACT	ACT

PF1-HELP PF2-WORK FUNCTION MENU PF3-QUIT
PF7-BACKWARD PF8-FORWARD

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: 2924 SHORELINE GAL

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	3099 SHORELINE DR	GAL	LEWIS D ABAMAZY	500105072	ACT	ACT
2	3107 SHORELINE DR	GAL	WILLIAM G FESTER	500127092	ACT	ACT
3	3108 SHORELINE DR	GAL	BRYAN LOMBARDI	500102015	ACT	ACT
4	3125 SHORELINE DR	GAL	MILTON J OUTCALT	500060954	ACT	ACT
5	3146 SHORELINE DR	GAL	DAVID P STAGNER	500032810	ACT	ACT
6	3151 SHORELINE DR	GAL	HOWARD SLATER	300702903	ACT	ACT
7	3160 SHORELINE DR	GAL	LEONARD H KAISER	300711234	ACT	ACT
8	3177 SHORELINE DR	GAL	TIMOTHY MOFFATT	300723941	ACT	ACT
9	3180 SHORELINE DR	GAL	NANCY S WALCUTT	300725946	ACT	ACT
10	3196 SHORELINE DR	GAL	JAMES GUNDLING	300723943	ACT	ACT
11	3205 SHORELINE DR	GAL	ROBERT SOUTHERN	500038007	ACT	ACT
12	3220 SHORELINE DR	GAL	EILEEN F HOSTETLER	300712064	ACT	ACT
13	3233 SHORELINE DR	GAL	MICHAEL A PAUL	300704146	ACT	ACT
14	3244 SHORELINE DR	GAL	CAM TAYLOR CO REALT	500048433	ACT	ACT
15	3266 SHORELINE DR	GAL	WILLIAM H BOHRER	300723944	ACT	ACT

PF1-HELP PF2-WORK FUNCTION MENU PF3-QUIT
PF7-BACKWARD PF8-FORWARD.

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: 2924 SHORELINE GAL

ACCT PREM
PSID STAT STAT
500062561 ACT ACT

ADDRESS
3290 SHORELINE DR

CITY NAME
GAL DEAN KANNE

2
3
4
5
6
7
8
9
10
11
12
13
14
15

PF1-HELP

PF7-BACKWARD

PF2-WORK FUNCTION MENU

PF8-FORWARD

PF3-QUIT

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: 5977 WOODBROOK GAL

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	5977 WOODBROOK CT	GAL	GORDON R LEARISH	500031660	ACT	ACT
2	5988 WOODBROOK CT	GAL	STEVEN P ELLIOTT	300702904	ACT	ACT
3	6000 WOODBROOK CT	GAL	MICHAEL C WATSON	300723940	ACT	ACT
4	6007 WOODBROOK CT	GAL	DALLAS C MALCOMSON	300712063	ACT	ACT
5	6021 WOODBROOK CT	GAL	JAMES LEFFLER	300706944	ACT	ACT
6	6041 WOODBROOK CT	GAL	JAMES E MACKEY	300705613	ACT	ACT

7
8
9
10
11
12
13
14
15

PF1-HELP

PF7-BACKWARD

PF2-WORK FUNCTION MENU

PF8-FORWARD

PF3-QUIT

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: 3215 STONEY CREEK GAL

	ADDRESS	CITY	NAME	PSID	ACCT	FREM
					STAT	STAT
1	3215 STONEY CREEK CT	GAL	GREG DECAMP	500168396	ACT	ACT
2	3220 STONEY CREEK CT	GAL	LEWIS KIBLING	500168402	ACT	ACT
3	3235 STONEY CREEK CT	GAL	TIMOTHY BUCHANAN	500182209	ACT	ACT
4	3240 STONEY CREEK CT	GAL	STEPHEN J BILLS	500224619	ACT	OFL
5	3255 STONEY CREEK CT	GAL	PETER W BELL	500128062	ACT	ACT
6	3260 STONEY CREEK CT	GAL	RICHARD LEE	500136949	ACT	ACT
7	3280 STONEY CREEK CT	GAL	FRED M ZINK	500187421	ACT	ACT
8						
9						
10						
11						
12						
13						
14						
15						

PF1-HELP

PF7-BACKWARD

PF2-WORK FUNCTION MENU

PF8-FORWARD

PF3-QUIT

DISR

SEARCH ROUTINE

CUST ADDRESS: 2822 ATOLL GAL

ADDRESS		CITY	NAME	PSID	ACCT STAT	PREF STAT
1	2822 ATOLL DR	GAL	MICHAEL T HARTINGS	500223144	ACT ACT	
2	2844 ATOLL DR	GAL	CYNTHIA A FLANNIGAN	500206267	ACT ACT	
3	2864 ATOLL DR	GAL	BRIAN PIPER	500096019	ACT ACT	
4	2878 ATOLL DR	GAL	JUAN M MARTINEZ JR	500113260	ACT ACT	
5	2897 ATOLL DR	GAL	J ELAINE DUREN	500096318	ACT ACT	
6	2900 ATOLL DR	GAL	DONALD STRAUB	500073506	ACT ACT	
7	2908 ATOLL DR	GAL	ROBERT S MOOCK	500071481	ACT ACT	
8	2920 ATOLL DR	GAL	MARK CIMINELLO	500073673	ACT ACT	
9	2923 ATOLL DR	GAL	BOB YOUNG	500193739	ACT ACT	
10	2940 ATOLL DR	GAL	TOM CHICKERELLA	500210603	ACT ACT	
11	2947 ATOLL DR	GAL	LAWRENCE F RAY	500107086	ACT ACT	
12	2960 ATOLL DR	GAL	BART SCHMELZER	500073131	ACT ACT	
13	2969 ATOLL DR	GAL	MARK ZIMMER	500249034	ACT ACT	
14	2991 ATOLL DR	GAL	DAVID W JUNK	500225432	ACT ACT	
15	3000 ATOLL DR	GAL	SCOTT C GARVERICK	500108324	ACT ACT	

PF1-HELP

PF2-WORK FUNCTION MENU

PF3-QUIT

PF7-BACKWARD

PF8-FORWARD

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: 2822 ATOLL GAL

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	3011 ATOLL DR	GAL	P A NORDQUIST	500213778	ACT	ACT
2	3020 ATOLL DR	GAL	RUFUS B JONES III	500153589	ACT	ACT
3	3035 ATOLL DR	GAL	JOSEPH R RIGELSKY	500217101	ACT	ACT
4	3040 ATOLL DR	GAL	JAMES ADMONIUS	300723942	ACT	ACT
5	3060 ATOLL DR	GAL	FRED E HAHN	500105063	ACT	ACT
6	3063 ATOLL DR	GAL	JACK D RANDLE	500114726	ACT	ACT
7	3080 ATOLL DR	GAL	DAN NOBLE	500053280	ACT	ACT
8	3100 ATOLL DR	GAL	DOUGLAS D OSBORN	500106715	ACT	ACT

9

10

11

12

13

14

15

PF1-HELP

PF7-BACKWARD

PF2-WORK FUNCTION MENU

PF8-FORWARD

PF3-QUIT

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: 2727 BARHARBOR GAL

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	2727 BARHARBOR CT	GAL	MICHAEL W FINAMORE	500274085	ACT	ACT
2	2745 BARHARBOR CT	GAL	BRUCE STYDNICKI	500280449	ACT	ACT
3	2770 BARHARBOR CT	GAL	THOMAS E TOMASTIK	500244043	ACT	ACT
4	2809 BARHARBOR CT LT1820	GAL	P AND D BUILDERS	500383611	ACT	ACT
5	2827 BARHARBOR CT	GAL	GREG E GAULT	500243523	ACT	ACT
6	2830 BARHARBOR CT	GAL	GEORGE K LEWICKI	500289404	INT	ACT
7	2846 BARHARBOR CT	GAL	SCOTT HORNBAC	500239014	ACT	ACT
8	2858 BARHARBOR CT	GAL	JEFF A HOLUB	500223542	ACT	ACT
9	2863 BARHARBOR CT	GAL	MAX M EVANS	500234754	ACT	ACT

10
11
12
13
14
15

PF1-HELP

PF7-BACKWARD

PF2-WORK FUNCTION MENU

PF8-FORWARD

PF3-QUIT

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: 6070 SANABELL GAL

ADDRESS
6070 SANABELL DR

CITY NAME
GAL KELLY MEADOWS

ACCT PREM
PSID STAT STAT
500237894 ACT ACT

2
3
4
5
6
7
8
9
10
11
12
13
14
15

PF1-HELP

PF7-BACKWARD

PF2-WORK FUNCTION MENU

PF8-FORWARD

PF3-QUIT

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: 2685 BIG SUR GAL

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
1	2685 BIG SUR DR	GAL	LLOYD R LEWIS	500290419	ACT	ACT
2	2686 BIG SUR DR LT1868	GAL	BRANDT BUILDERS	500317882	END	END
3	2692 BIG SUR DR LT1867	GAL	ED LYNCH BUILDERS	500307108	END	END
4	2703 BIG SUR DR LT1883	GAL	ED LYNCH BUILDERS	500307107		NSL
5	2716 BIG SUR DR LT1855	GAL	OMES AMERICAN LIFES	500309709		NSL
6	2724 BIG SUR DR LT1854	GAL	ED LYNCH BUILDERS	500301278		NSL
7	2745 BIG SUR DR LT1878	GAL	NC SILVESTRI BUILDE	500309898		NSL
8	2746 BIG SUR DR LT1851	GAL	DAN NOBLE BUILDERS	500317881	END	END
9	2754 BIG SUR DR LT1850	GAL	CHERRYWOOD HOMES I	500314723	END	END
10	2762 BIG SUR DR	GAL	BRANDT BUILDERS CO	500294629	ACT	ACT
11	2770 BIG SUR DR LT1848	GAL	ATTILA SZABO	500298621		NSL
12	2775 BIG SUR DR	GAL	JOHN M FORD	500287434	INT	ACT
13	2783 BIG SUR DR LT1846	GAL	ENCORE HOMES	500296778		NSL
14	2795 BIG SUR DR	GAL	ROBT G KRINER	500287433	ACT	ACT
15	2809 BIG SUR DR	GAL	ALLEN D WANDLE	500299512	ACT	ACT

PF1-HELP PF2-WORK FUNCTION MENU PF3-QUIT
PF7-BACKWARD PF8-FORWARD

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: 2685 BIG SUR GAL

ACCT PREM
STAT STAT

ADDRESS	CITY	NAME	PSID	STAT	STAT
2668 BIG SUR DR LT1668	GAL	BRANDT BUILDERS	I 500313772	GND	

3
4
5
6
7
8
9
10
11
12
13
14
15

PF1-HELP

PF7-BACKWARD

PF2-WORK FUNCTION MENU

PF8-FORWARD

PF3-QUIT

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: 6156 STORM HAVEN GAL

	ADDRESS	CITY	NAME	PSID	ACCT STAT	PREM STAT
1	6156 STORM HAVEN CT LT1806	GAL	ED LUNCH BUILDERS	500223529		END
2	6171 STORM HAVEN CT	GAL	ENCORE HOMES	500280181	ACT	ACT
3	6180 STORM HAVEN CT	GAL	SALLIE STOUT	500231062	ACT	ACT
4	6205 STORM HAVEN CT	GAL	R B ENTERPRISES	500292474	ACT	ACT
5	6215 STORM HAVEN CT	GAL	DAVE SHEFLER	500239570	ACT	ACT
6	6221 STORM HAVEN CT	GAL	NICK MYTRO	500240998	ACT	ACT
7	6232 STORM HAVEN CT	GAL	WALLACE O CLARK	500280137	ACT	ACT
8	6233 STORM HAVEN CT	GAL	ALEX CANALES	500258677	ACT	ACT

9

10

11

12

13

14

15

PF1-HELP

PF2-WORK FUNCTION MENU

PF3-QUIT

PF7~BACKWARD

PF8-FORWARD

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: 1266 ORANGE WES

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	1266 E ORANGE RD	WES	ELSIE HOLCOMB	300706072	ACT	ACT
2	1326 E ORANGE RD	WES	JOHN HUMPHRIES	300725945	ACT	ACT
3	1372 E ORANGE RD	WES	KEVIN R MCCLURE	300705614	ACT	ACT
4	1400 E ORANGE RD	WES	WILLIAM DELASHMUTT	500220240	ACT	ACT
5	1530 E ORANGE RD	WES	BRIAN J FARRELL	500263194	ACT	ACT
6	1675 E ORANGE RD	WES	RONALD M GRAHAM	300705618	ACT	ACT
7	1680 E ORANGE RD	WES	GAIL W HOLDERMAN	500034291	ACT	ACT
8	1755 E ORANGE RD	WES	? ?	500079204		NSL
9	1870 E ORANGE RD	WES	MICHAEL A CHIPPERFI	300727291	ACT	ACT
10	2001 E ORANGE RD	WES	KENT HASTINGS	500276929	ACT	ACT

11
12
13
14
15

PF1-HELP

PF7-BACKWARD

PF2-WORK FUNCTION MENU

PF8-FORWARD

PF3-QUIT

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: 8350 SANCUS WES

	ADDRESS	CITY	NAME	PSID	STAT	STAT	ACCT	FREM
1	8350 SANCUS BV	WES	R J WHEELS INC	500241464	ACT	ACT		
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

PF1-HELP

PF7-BACKWARD

PF2-WORK FUNCTION MENU

PF6-FORWARD

PF3-QUIT

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: 5790 OLD STATE GAL

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	5790 S OLD STATE RD	GAL	JAY DRUMMOND	500125379	ACT	ACT
2	5820 S OLD STATE RD	GAL	WARREN B HARLAMERT	500266566	ACT	ACT
3	5846 S OLD STATE RD	GAL	NANCY G POWELL	300723938	ACT	ACT
4	5937 S OLD STATE RD	GAL	CHARLES DRONSFIELD	500083264	ACT	ACT
5	6042 S OLD STATE RD	GAL	GEORGE DUPPEY	300724507	ACT	ACT
6	6057 S OLD STATE RD	GAL	THOMAS S TRIPPETT	500077076	ACT	ACT
7	6064 S OLD STATE RD	GAL	ARCHIE COMPTON	300706945	ACT	ACT
8	6083 S OLD STATE RD	GAL	DENISE LINDQUIST	300705617	ACT	ACT
9	6393 S OLD STATE RD	GAL	STEVE MOSELEY	500197768	ACT	ACT
10	6411 S OLD STATE RD	GAL	JULIE LEONARD	500197346	ACT	ACT
11	6651 S OLD STATE RD	GAL	JENNIFER SHEETS	500266784	ACT	ACT
12	6725 S OLD STATE RD	GAL	MICHAEL R HARRIS	500119582	ACT	ACT
13	6792 S OLD STATE RD	GAL	MICHAEL TIMMONS	500041464	ACT	ACT
14	6882 S OLD STATE RD	GAL	THOMAS N FLETCHER	300705615	ACT	ACT
15	6976 S OLD STATE RD	GAL	THOMAS E TATTERSON	500077078	ACT	ACT

PF1-HELP PF2-WORK FUNCTION MENU PF3-QUIT
PF7-BACKWARD PF8-FORWARD

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: 5790 OLD STATE GAL

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	6980 S OLD STATE RD	GAL	DONALD P DILL	300705616	ACT	ACT
2	7060 S OLD STATE RD	GAL	STEVEN J MAUCH	500036030	ACT	ACT
3	7080 S OLD STATE RD	GAL	TOM JAMBOSKI	500312101	INT	ACT
4	7180 S OLD STATE RD	GAL	LEONARD HETER	500213823	ACT	ACT
5	7225 S OLD STATE RD	GAL	ALLEN KEMP	300723937	ACT	ACT
6	7307 S OLD STATE RD	GAL	THE ORANGE TOWNSHIP	300709528	ACT	ACT
7	7307 S OLD STATE RD RR	GAL	ORANGE TWP TRUSTEE	500182868	ACT	ACT

8
9
10
11
12
13
14
15

PF1-HELP

PF7-BACKWARD

PF2-WORK FUNCTION MENU

PF8-FORWARD

PF3-QUIT

RELOCABLE LINE RELOCATION AGREEMENT

AGREEMENT made this _____ day of _____, 19____, by and between COLUMBIA GAS OF OHIO, INC., hereinafter called "Columbia", an Ohio corporation with a mailing address of P.O. Box 117, Columbus, Ohio 43216, and W.P. LIMITED PARTNERSHIP, hereinafter called "W.P. LIMITED", an Ohio Limited Partnership with a mailing address of 1875 Polaris Parkway, Columbus, Ohio 43240-2002.

WHEREAS, W.P. Limited has requested that Columbia relocate a portion of its existing gas distribution pipeline currently located on Lazelle Road in Columbus, Ohio to enhance the development of the POLARIS Centers of Commerce; and

WHEREAS Columbia has agreed to relocate said distribution pipeline;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, Columbia and W.P. Limited mutually covenant and agree as follows:

1. Columbia will relocate a portion of its existing gas distribution pipeline on Lazelle Road in the vicinity of the POLARIS Centers of Commerce development to enable W.P. Limited to develop the POLARIS Centers of Commerce. The relocation will be done in accordance with the work orders attached hereto as Attachment A and further identified as Job Order Number 92-013-7343-00 and Job Order Number 92-013-7344-00. All construction will be done in accordance with Columbia's usual and customary pipeline construction practices.

2. In consideration for the relocation of a portion of Columbia's existing distribution pipeline, N.P. Limited will pay Columbia Refundable Relocation Expense Deposit in the amount of Twenty-Two Thousand, Five Hundred Seventy-Three Dollars (\$22,573.00). The Relocation Expense Deposit shall be subject to the refund provisions of Paragraph 5 of this Agreement.

3. N.P. Limited has provided Columbia, at no cost to Columbia, a right-of-way satisfactory to Columbia and adequate for Columbia to install and maintain pipeline along the length of Saneus Boulevard, which is located within the POLARIS centers of Commerce development.

4. All relocated pipeline facilities and appurtenant equipment and any facilities installed on Saneus Boulevard shall be and will remain the property of Columbia, and Columbia reserves the right to provide taps and to make additional or lateral extensions from such facilities without right of refund to N.P. Limited, except as provided in Paragraph 5 hereof.

5. N.P. Limited shall be entitled to a refund of its Refundable Relocation Expense Deposit, based upon the number of commercial accounts which locates within the POLARIS Centers of Commerce development on the west side of Interstate 71 and which take natural gas service from Columbia. For each such commercial account, N.P. Limited shall be entitled to a refund equal to the

difference between the Maximum Allowable Investment which Columbia calculates it can economically invest to serve such commercial account less the Minimum Plant Investment which Columbia calculates it must make to serve such account. These calculations shall be done in accordance with Columbia's usual and customary commercial account economic evaluation practices. The resulting amount shall be the per-customer refund which shall be paid to N.P. Limited on a quarterly basis following the placement of individual meters at said commercial account.

On a quarterly basis, Columbia shall calculate the number of gas meters installed within that same quarterly period to serve new commercial accounts located in that portion of the POLARIS Centers of Commerce development which is west of Interstate 71 and within ninety (90) days of completing that calculation, Columbia shall issue a refund payment to N.P. Limited, calculated in accordance with this Paragraph 5.

The total amount refunded to N.P. Limited over the term of this Agreement shall not exceed the total Refundable Relocation Expense Deposit made by N.P. Limited, and refunds will only be made based upon meters set on or before November 9, 1997. Columbia shall retain any portion of the Refundable Relocation Expense Deposit which has not been refunded to N.P. Limited pursuant to the terms of this Agreement.

6. Notice and payments required or contemplated under this Agreement should be made in the following manner:

(a) To Columbia.

Payments and Notice to:

Columbia Gas of Ohio, Inc.
942 West Goodale Boulevard
Columbus, OH 43212

(b) To N.P. Limited.

N.P. Limited Partnership
1075 Polaris Parkway
Columbus, OH 43240-2802

Attn: Robert C. Echels

7. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized agents, executed this Agreement as of the date and year first written above.

COLUMBIA GAS OF OHIO, INC.

By: _____

Its: _____

Attest: _____

N.P. LIMITED PARTNERSHIP

By: *Robert C. Echels*

Its: General Partner

Attest: *Lisa A. McKinley*

ATTACHMENT A

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION
AND SALE OF GAS**

Any remittance received by mail at any office of the Company bearing U.S. Postal Office cancellation date corresponding with or previous to the last date of the net payment period will be accepted by the Company as within the net payment period.

21. **Removal By, and Change in Financial Status of Customer.** At the option of the Company, the Company shall have the right to shut off the gas and to remove its property from the customer's premises and the Company shall have the further right, independent of or concurrent with the right to shut off, to demand immediate payment for all gas theretofore delivered to the customer and not paid for, which amount shall become due and payable immediately upon such demand, when the customer vacates the premises, becomes bankrupt or a receiver, trustee, guardian, or conservator is appointed for the assets of the customer, or the customer makes assignment for the benefit of creditors.
22. **Bill Format and Billing Procedure.** The Company's policy on bill format and billing procedure shall comply with Rule 4901:1-18-10 of the Ohio Administrative Code, Orders of the Public Utilities Commission, and Section 4905.30 of the Ohio Revised Code, as amended from time to time.

SECTION III - PHYSICAL PROPERTY

23. **Service Lines.** The general term "service pipe" or "service line" is commonly used to designate the complete line or connection between the Company main up to and including the meter connection. It consists of two distinct parts, (a) the service line connection, and (b) the customer service line.

(a) **Service Line Connection.** The service line connection consists of the connection at the main, necessary pipe and appurtenances to extend to the property line or the curb cock location, curb cock and curb box. This connection shall be made by the Company, or its representative, without cost to the customer and it remains the property of the Company.

(b) **Customer Service Line.** The customer service line consists of the pipe from the outlet of the curb cock or, if there is no curb cock, from the property or lot line, to and including the meter connection. The customer shall own and maintain the customer service line. The Company shall have the right to prescribe the size, location and termination points of the customer's service line. The Company shall have no obligation to install, maintain or repair said customer service line. The Company shall not provide or pay, directly or indirectly, the cost of customer service lines when competing with another regulated natural gas company, unless such company offers to provide or pay for customer service lines, directly or indirectly, or unless such assistance is essential to induce a prospective customer to utilize natural gas rather than an alternate source of energy.

24. **Pressure Regulators.** Where service is provided from intermediate or medium pressure distribution lines, the Company shall furnish the necessary regulator or regulators, which regulator or regulators shall remain the property of the Company.

Filed pursuant to PUCO Entry dated February 17, 1994 in Case No. 94-34 GA-ATA.

ISSUED: February 22, 1994

EFFECTIVE: February 22, 1994

Issued By
K. I. Shroyer, Vice President

RULES AND REGULATIONS GOVERNING THE DISTRIBUTION AND SALE OF GAS

Where service is provided from a high pressure transmission line, the customer shall, at his expense, provide, install and maintain a suitable regulator or regulators for reducing the pressure. The regulator or regulators shall be installed in the manner required by the Company.

The customer shall install and maintain, at his expense, substantial housing acceptable to the Company in size and design for the regulator or regulators and the meter in order to protect them from the weather and molestation.

If it becomes necessary to construct, operate, and maintain a heater on the inlet side of the high pressure regulator to maintain satisfactory operation of the regulator or regulators, the gas used in such heater shall be at the expense of the customer and shall be taken from the outlet side of meter serving the customer.

25. **Meter Furnished.** The Company will furnish each customer with a meter of such size and type as the Company may determine will adequately serve the customer's requirements and such meter shall be and remain the property of the Company and the Company shall have the right to replace it as the Company may deem it necessary.
26. **Meter Location.** The Company shall determine the location of the meter. When changes in a building or arrangements therein render the meter inaccessible or exposed to hazards, the Company may require the customer, at the customer's expense, to relocate the meter setting together with any portion of the customer's service line necessary to accomplish such relocation.
27. **Only Company Can Connect Meter.** The owner or customer shall not permit anyone who is not authorized agent of the Company to connect or disconnect the Company's meters, regulators, or gauges, or in any way alter or interfere with the Company's meters, regulators or gauges.
28. **House Piping.** The customer shall own and maintain the house piping from the outlet of the meter to gas burning appliances. The Company shall have no obligation to install, maintain or repair said piping. The Company shall not provide or pay, directly or indirectly, for house piping when competing with another regulated natural gas company, unless such company offers to provide or pay for house piping, directly or indirectly, or unless such assistance is essential to induce a prospective customer to utilize natural gas rather than an alternate source of energy.
29. **Appliances.** The customer shall own and maintain all gas-burning appliances. The Company shall have no obligation to install, maintain, or repair appliances. The Company shall not provide or pay, directly or indirectly, for appliances when competing with another regulated natural gas company, unless such company offers to provide or pay for appliances, directly or indirectly, or unless such assistance is essential to induce a prospective customer to utilize natural gas rather than an alternate source of energy.

Filed pursuant to PUCO Entry dated November 27, 1991 in Case Nos. 91-195-GA-AIR and 88-1830-GA-ATA

ISSUED: December 3, 1991

EFFECTIVE: With gas used on and after
December 3, 1991

Issued By
A. P. Bowman, Vice President

ATTACHMENT B

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION
AND SALE OF GAS**

Any remittance received by mail at any office of the Company bearing U. S. Postal Office cancellation date corresponding with or previous to the last date of the net payment period will be accepted by the Company as within the net payment period.

21. **Removal By, and Change in Financial Status of Customer.** At the option of the Company, the Company shall have the right to shut off the gas and to remove its property from the customer's premises and the Company shall have the further right, independent of or concurrent with the right to shut off, to demand immediate payment for all gas theretofore delivered to the customer and not paid for, which amount shall become due and payable immediately upon such demand, when the customer vacates the premises, becomes bankrupt or a receiver, trustee, guardian, or conservator is appointed for the assets of the customer, or the customer makes assignment for the benefit of creditors.
22. **Bill Format and Billing Procedure.** The Company's policy on bill format and billing procedure shall comply with Rule 4901:1-18-10 of the Ohio Administrative Code, Orders of the Public Utilities Commission, and Section 4905.30 of the Ohio Revised Code, as amended from time to time.

SECTION III - PHYSICAL PROPERTY

23. **Service Lines.** The general term "service pipe" or "service line" is commonly used to designate the complete line or connection between the Company main up to and including the meter connection. It consists of two distinct parts, (a) the service line connection, and (b) the customer service line.
- (a) **Service Line Connection.** The service line connection consists of the connection at the main, necessary pipe and appurtenances to extend to the property line or the curb cock location, curb cock and curb box. This connection shall be made by the company, or its representative, without cost to the customer and it remains the property of the Company.
- (b) **Customer Service Line.** The customer service line consists of the pipe from the outlet of the curb cock or, if there is no curb cock, from the property or lot line, to and including the meter connection. The customer shall own and maintain the customer service line. The Company shall have the right to prescribe the size, location and termination points of the customer's service line. The Company shall have no obligation to install, maintain or repair said customer service line. The Company shall be permitted to provide or pay, directly or indirectly, the cost of customer service lines in order to promote utilization of natural gas.
24. **Pressure Regulators.** Where service is provided from intermediate or medium pressure distribution lines, the Company shall furnish the necessary regulator or regulators, which regulator or regulators shall remain the property of the Company.

Filed pursuant to PUCO Entry dated [REDACTED] in Case No. [REDACTED]

ISSUED: [REDACTED]

EFFECTIVE: [REDACTED]

Issued By
K. I. Shroyer, Vice President

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION
AND SALE OF GAS**

Where service is provided from a high pressure transmission line, the customer shall, at his expense, provide, install and maintain a suitable regulator or regulators for reducing the pressure. The regulator or regulators shall be installed in the manner required by the Company.

The customer shall install and maintain, at his expense, substantial housing acceptable to the Company in size and design for the regulator or regulators and the meter in order to protect them from the weather and molestation.

If it becomes necessary to construct, operate, and maintain a heater on the inlet side of the high pressure regulator to maintain satisfactory operation of the regulator or regulators, the gas used in such heater shall be at the expense of the customer and shall be taken from the outlet side of meter serving the customer.

25. **Meter Furnished.** The Company will furnish each customer with a meter of such size and type as the Company may determine will adequately serve the customer's requirements and such meter shall be and remain the property of the Company and the Company shall have the right to replace it as the Company may deem it necessary.
26. **Meter Location.** The Company shall determine the location of the meter. When changes in a building or arrangements therein render the meter inaccessible or exposed to hazards, the Company may require the customer, at the customer's expense, to relocate the meter setting together with any portion of the customer's service line necessary to accomplish such relocation.
27. **Only Company Can Connect Meter.** The owner or customer shall not permit anyone who is not authorized agent of the Company to connect or disconnect the Company's meters, regulators, or gauges, or in any way alter or interfere with the Company's meters, regulators or gauges.
28. **House Piping.** The customer shall own and maintain the house piping from the outlet of the meter to gas burning appliances. The Company shall have no obligation to install, maintain or repair said piping. The Company shall be permitted to provide or pay, directly or indirectly, for house piping in order to promote utilization of natural gas.
29. **Appliances.** The customer shall own and maintain all gas-burning appliances. The Company shall have no obligation to install, maintain, or repair appliances. The Company shall be permitted to provide or pay, directly or indirectly, for appliances in order to promote utilization of natural gas.

Filed pursuant to PUCO Entry dated ~~11/11/11~~ in Case Nos. ~~11-00000000~~

ISSUED: ~~11/11/11~~

EFFECTIVE: ~~11/11/11~~

Issued By
~~K. I. Shroyer~~, Vice President

RELEASE AND COVENANT NOT TO SUE

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT COLUMBIA GAS OF OHIO, INC., 200 Civic Center Drive, Columbus, Ohio ("COLUMBIA"), on behalf of itself and its controlled affiliates, divisions, members, officers, directors, shareholders, agents and attorneys (and the respective predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing) (herein separately and collectively, the "Releasor"), in consideration of good and valuable consideration received from SUBURBAN NATURAL GAS COMPANY, 274 East Front Street, Cygnet, Ohio ("SUBURBAN"), the receipt and sufficiency of which is hereby acknowledged, hereby releases and forever discharges SUBURBAN and its controlled affiliates, divisions, members, officers, directors, shareholders, agents and attorneys (and the respective predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing) (herein separately and collectively, the "Releasee") from any and all claims, causes of action and suits, obligations or liabilities of any nature whatsoever, in law or in equity, costs, expenses or compensation for or on account of any damages, loss or injury, whether now known or unknown, which

the Releasor ever had, or now has from the beginning of the world to the execution date of this Release.

Releasor further covenants and agrees that it will forever refrain from instituting, reinstating or prosecuting any action or proceeding against Releasee upon any claims, causes of action and suits, obligations or liabilities of any nature whatsoever, in law or equity, costs, expenses or compensation for any damages, loss or injury, whether or not now or hereafter known, suspected or claimed which Releasor ever hereafter can, shall or may have or allege against Releasee constituting, relating to or based on (1) COLUMBIA'S Buckeye Builder Program, the Scarlet Builder program, the Gray Builder program, the High Volume Single Family Builder program, the Mark of Efficiency program or any program substantially similar to such programs offered by Releasee, and (2) the direct or indirect payments for customer service lines, house piping and appliances (collectively, the "Settled Claims") forevermore after the date of this Release, except any claims that might be asserted against Releasee in common law tort (other than a claim alleging unfair competition, which does not include interference with contractual relations or prospective business relations).

Releasor represents and warrants that it has duly considered, approved and authorized the Joint Petition, Application, Stipulation and Recommendation of Columbia Gas of Ohio, Inc. and Suburban Natural Gas Company dated _____, 1994 (the "Agreement") and this Release and Covenant Not To Sue, has taken all necessary actions for the Agreement and this Release and Covenant Not To Sue to be valid and binding and warrants that the execution of the Agreement and this Release and Covenant Not To Sue by the undersigned signatories on behalf of Suburban Natural Gas Company binds and commits COLUMBIA and its controlled affiliates, divisions, officers, directors, employees, agents and attorneys (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing).

Releasor represents and warrants that Releasor has not sold, assigned, transferred, conveyed or otherwise disposed of any claim, demand or cause or action or any party thereof relating to any matter covered by this Release and Covenant Not To Sue and agrees to indemnify Releasee against any and all claims by third persons resulting from such sale, assignment transfer, conveyance or other disposition.

Nothing in this Release and Covenant Not To Sue affects or otherwise alters any liability of any party for any breach of the Agreement.

This Release and Covenant Not To Sue shall not be altered or modified in any way except by written consent of authorized representatives of Releasor and Releasee.

In the event that the Public Utilities Commission of Ohio fails to approve the Agreement or any part thereof, this Release and Covenant Not To Sue shall be null and void.

This Release and Covenant Not To Sue shall be governed by laws of the State of Ohio.

IN WITNESS WHEREOF, RELEASOR has caused this Release and Covenant Not To Sue to be executed by its duly authorized officers as of _____.

COLUMBIA GAS OF OHIO, INC.

by _____

RELEASE AND COVENANT NOT TO SUE

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT SUBURBAN NATURAL GAS COMPANY, 274 East Front Street, Cygnet, Ohio, on behalf of itself and its controlled affiliates, divisions, members, officers, directors, shareholders, agents and attorneys (and the respective predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing) (herein separately and collectively, the "Releasor"), in consideration of good and valuable consideration received from COLUMBIA GAS OF OHIO, INC., 200 Civic Center Drive, Columbus, Ohio ("COLUMBIA"), the receipt and sufficiency of which is hereby acknowledged, hereby releases and forever discharges COLUMBIA and its controlled affiliates, divisions, members, officers, directors, shareholders, agents and attorneys (and the respective predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing) (herein separately and collectively, the "Releasee") from any and all claims, causes of action and suits, obligations or liabilities of any nature whatsoever, in law or in equity, costs, expenses or compensation for or on account of any damages, loss or injury, whether now known or unknown, which the Releasor

ever had, or now has from the beginning of the world to the execution date of this Release.

Releasor further covenants and agrees that it will forever refrain from instituting, reinstating or prosecuting any action or proceeding against Releasee upon any claims, causes of action and suits, obligations or liabilities of any nature whatsoever, in law or equity, costs, expenses or compensation for any damages, loss or injury, whether or not now or hereafter known, suspected or claimed which Releasor ever hereafter can, shall or may have or allege against Releasee constituting, relating to or based on (1) the Buckeye Builder Program, the Scarlet Builder program, the Gray Builder program, the High Volume Single Family Builder program, the Mark of Efficiency program or any program substantially similar to such programs offered by Releasee, and (2) the direct or indirect payments for customer service lines, house piping and appliances (collectively, the "Settled Claims") forevermore after the date of this Release, except any claims that might be asserted against Releasee in common law tort (other than a claim alleging unfair competition, which does not include interference with contractual relations or prospective business relations).

Releasor represents and warrants that it has duly considered, approved and authorized the Joint Petition,

Application, Stipulation and Recommendation of Columbia Gas of Ohio, Inc. and Suburban Natural Gas Company dated _____, 1994 (the "Agreement") and this Release and Covenant Not To Sue, has taken all necessary actions for the Agreement and this Release and Covenant Not To Sue to be valid and binding and warrants that the execution of the Agreement and this Release and Covenant Not To Sue by the undersigned signatories on behalf of Suburban Natural Gas Company binds and commits Suburban Natural Gas Company and its controlled affiliates, divisions, officers, directors, employees, agents and attorneys (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing).

Releasor represents and warrants that Releasor has not sold, assigned, transferred, conveyed or otherwise disposed of any claim, demand or cause or action or any party thereof relating to any matter covered by this Release and Covenant Not To Sue and agrees to indemnify Releasee against any and all claims by third persons resulting from such sale, assignment transfer, conveyance or other disposition.

Nothing in this Release and Covenant Not To Sue affects or otherwise alters any liability of any party for any breach of the Agreement.

84

4

This Release and Covenant Not To Sue shall not be altered or modified in any way except by written consent of authorized representatives of Releasor and Releasee.

In the event that the Public Utilities Commission of Ohio fails to approve the Agreement or any part thereof, this Release and Covenant Not To Sue shall be null and void.

This Release and Covenant Not To Sue shall be governed by laws of the State of Ohio.

IN WITNESS WHEREOF, RELEASOR has caused this Release and Covenant Not To Sue to be executed by its duly authorized officers as of _____.

SUBURBAN NATURAL GAS COMPANY

by

(35)

Executed Copy
Filed 9/30/94

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Self-)
Complaint of Columbia Gas of) Case No. 93-1569-GA-SLF
Ohio Concerning its Existing)
Tariff Provisions.)

In the Matter of the Joint)
Petition of Columbia Gas of Ohio,)
Inc. and Suburban Natural Gas) Case No. 94-938-GA-ATR
Company for Approval of an)
Agreement to Transfer Certain)
Facilities and Customers.)

In the Matter of the Joint)
Application of Columbia Gas of)
Ohio, Inc. and Suburban Natural) Case No. 94-939-GA-ATA
Gas Company for Approval of)
Certain Tariff Modifications.)

AMENDED JOINT PETITION, APPLICATION,
AND STIPULATION AND RECOMMENDATION OF
COLUMBIA GAS OF OHIO, INC. AND
SUBURBAN NATURAL GAS COMPANY

Now come Columbia Gas of Ohio, Inc. (hereinafter
"Columbia") and Suburban Natural Gas Company (hereinafter "Subur-
ban") (both of which are collectively referred to as "the
Parties") and submit their Amended Joint Petition, Application,
and Stipulation and Recommendation (hereinafter jointly referred
to as "the Stipulation") in the above-captioned proceedings.

WHEREAS, Columbia and Suburban are public utilities and
natural gas companies, as defined by R. C. §§ 4905.02 and
4905.03, and are therefore subject to the regulatory jurisdiction



of the Public Utilities Commission (hereinafter "Commission");
and

WHEREAS, Columbia filed a self-complaint with the Commission on September 17, 1993 in Case No. 93-1569-GA-SLF, pursuant to R. C. § 4905.26, seeking to resolve an existing controversy with Suburban involving competition between the Parties in certain areas of Ohio; and

WHEREAS, Suburban has been granted leave to intervene in, and is a party to, that proceeding; and

WHEREAS, Ohio Administrative Code Rule 4901-1-30 provides that any two or more parties may enter into a written stipulation concerning the issues presented in any Commission proceeding; and

WHEREAS, the Commission, through meetings conducted by its Attorney Examiner and Staff, has actively supervised the Parties' resolution of their competitive dispute and rationalization of their distribution systems (in Delaware and Franklin Counties) in the public interest by means of agreement rather than adversary procedure; and

WHEREAS, the Parties are willing to agree, subject to the consent and approval of the Commission as more fully described herein, to (1) the transfer of certain customers and facilities between the Parties and (2) the modification of certain tariff provisions which are currently contained in the Parties' tariffs on file with this Commission; and

WHEREAS, said agreement, if approved by the Commission in the manner described herein, would resolve all contested issues in Case No. 93-1569-GA-SLF and terminate the proceedings in that case;

NOW, THEREFORE, the Parties hereby stipulate and recommend that the Commission:

(1) Grant the Joint Petition of the Parties for approval of the Agreement embodied in this Stipulation, pursuant to R. C. § 4905.48 (as more fully described in Section A, infra); and

(2) Grant the Joint Application of the Parties to modify their existing tariff provisions.

A. Amended Joint Petition for Approval of Agreement to Transfer Customers and Facilities

1. The Parties are willing to enter into an agreement as set forth herein to transfer certain customers and facilities located in the Counties of Franklin and Delaware, State of Ohio, subject to the active supervision, direction, and consent and approval of the Commission pursuant to R.C. § 4905.48.

2. Under the Agreement, Suburban would convey to Columbia all right, title, and interest in the following natural gas pipelines, along with any connected meters, regulators, appurtenant facilities, and any associated easements or rights-

of-way or similar interests in real property on or through which such pipeline being transferred lies:

- a. That portion of the "ARCO" pipeline, a six-inch steel pipeline which is currently leased by Suburban from Atlantic Richfield Company, which lies in Franklin County south of Lazelle Road;
- b. That portion of Suburban's pipeline which runs west from the western boundary of the Olentangy High School property on Lewis Center Road across U. S. Route 23; then south along U. S. Route 23 to Home Road where the pipeline terminates; and
- c. Suburban's pipeline which runs west of the Norfolk & Western Railroad tracks along Cheshire Road to U. S. Route 23.

3. In connection with the sale and transfer of such pipelines and other facilities, Columbia would acquire the right and obligation to render natural gas service to all customers currently served by Suburban from such facilities, and Suburban would have no further rights or obligations in that regard. The names and addresses of such customers are set forth in Exhibit 1 hereto.

4. Under the Agreement, Columbia would convey to Suburban all right, title, and interest in the following natural gas pipelines, along with any connected meters, regulators, appurtenant facilities, and any associated easements or rights-of-way or similar interests in real property on or through which such pipeline being transferred lies:

- a. Columbia's pipeline on Orange Road commencing at the middle of the Norfolk & Western Railroad tracks and continuing east along Orange Road until

the intersection of Orange Road and Old State Road; and

- b. Columbia's pipeline which runs from the intersection of Orange Road and Old State Road north along Old State Road to "The Shores" subdivision and beyond to its terminus, including all piping currently owned by Columbia within that subdivision.

5. Under the Agreement, Columbia would also sell to Suburban its pipeline which runs from the intersection of Lazelle Road and Sancus Boulevard north along Sancus Boulevard, then northwest along Polaris Parkway, then north along Old State Road, then west along Powell Road to the point at which the pipeline enters the Oak Creek Subdivision being developed by Borrer Corporation and known as the Callahan Farm Property (comprising approximately 150 acres and 385 lots and depicted in Exhibit 2 hereto) as well as the extension along Antares Avenue. Suburban would then lease that pipeline back to Columbia for five years or until the Commission authorizes abandonment by Suburban of the line (pursuant to R.C. § 4905.21, as amended from time to time), whichever occurs later, for the sum of \$5500 per annum for no more than 20 years as full and complete consideration for allowing Columbia jointly to utilize the facilities to transport natural and/or synthetic gas from existing Columbia facilities along Lazelle Road to Columbia's pipeline facilities within the Oak Creek Subdivision, in such quantities and at such times as are necessary to serve customers within that Subdivision as it is built out. Columbia's payment to Suburban for the lease is to be

offset against the net book cost of the pipeline and other facilities that Columbia is transferring to Suburban with the result that Columbia would make no other payment to Suburban. Suburban would be responsible for the operation, maintenance, and repair of this leased pipeline, and Columbia would have no right to make new taps on, or construct additional laterals from, that pipeline. To the extent that the natural gas facilities described above in this paragraph 5 become inadequate for the joint use by both Columbia and Suburban described herein, Columbia's use of the natural gas facilities to serve the Oak Creek Subdivision would have priority over Suburban's use of the natural gas facilities.

6. In connection with the sale and transfer of such pipelines and other facilities, except as otherwise provided herein, Suburban would acquire the right and obligation to render natural gas service to all customers currently served by Columbia from such facilities and Columbia would have no further rights or obligations in that regard. The names and addresses of such customers are set forth in Exhibit 3 hereto. Suburban will also assume Columbia's rights and obligations under a Refundable Line Relocation Agreement with N.P. Limited Partnership, a copy of which is annexed hereto as Exhibit 4. Suburban is to receive from Columbia the balance remaining of a \$22,573 deposit, specifically \$____, paid to Columbia under said Refundable Line Relocation Agreement with N.P. Limited Partnership.

7. In connection with the sale and transfer of such pipelines and other facilities, Suburban and Columbia would execute--and, as necessary, record--all documents necessary to effect the transfers of personal and real property described herein. In addition, Suburban and Columbia would transfer and deliver to each other all accounting records pertaining to the transfer of property, including documents establishing the net book cost of the assets exchanged and the accounting and billing records for all customers listed on Exhibits 1 and 3 hereto. All transfers described herein would be completed within 60 days from the Commission's approval of this Stipulation.

8. As consideration for the conveyance of pipelines and other facilities under the Agreement, each company would agree to pay the net book cost (i.e., original cost less accrued depreciation), as reflected on the selling company's books and records, for any facilities acquired from the other company under the Agreement. Columbia would receive title in fee simple to that portion of the ARCO line which is being transferred to Columbia pursuant to the Agreement. In addition, Suburban would pay to Columbia the sum of sixty thousand dollars (\$60,000) in ten (10) installments of \$6,000 each, with the first payment due within five (5) business days of the approval of this Stipulation by the Commission and the next nine payments due on the yearly anniversaries of that approval.

9. In any instance in this Stipulation in which a road, highway or railroad track is given as a boundary, the middle of the road, highway or railroad track is considered to be the boundary, except in the case of Cheshire Road, in which case Columbia may serve customers on both sides of the road.

B. Amended Joint Application for Approval of Certain Tariff Modifications

1. The Commission-approved tariffs of both Columbia and Suburban currently contain language which restricts the ability of said companies to provide or pay for, directly or indirectly, customer service lines, house piping, and appliances when competing with another regulated natural gas company which does not provide or pay for such items.

2. In Columbia's tariffs, this language appears in Section 23(b) (Fourth Revised Sheet No. 6); Section 28 (Fifth Revised Sheet No. 7), and Section 29 (Fifth Revised Sheet No. 7).

3. In Suburban's tariffs, this language appears in Section 23(b) (Section III, Original Sheet No. 1), Section 27 (Section III, Original Sheet No. 2), and Section 28 (Section III, Original Sheets Nos. 2 and 3).

4. The Parties hereby jointly request authority to modify their tariffs regarding customer service lines, house piping, and appliances. This application is made pursuant to R. C. § 4909.18, and the Parties represent that the requested tariff modifications will not result in an increase in any rate,

joint rate, toll, classification, charge, or rental. Revised tariff sheets showing the proposed changes are attached hereto as Exhibit 5 for Columbia and Exhibit 6 for Suburban. The Parties request that the Commission authorize them to file such revised tariff sheets to become effective immediately.

C. Miscellaneous Recommendations

1. This Stipulation represents a compromise and settlement of any and all existing disputes between the parties concerning competition between said parties. As a result, upon approval of the Stipulation by the Commission, the parties agree to execute mutual releases and covenants not to sue, in the forms attached hereto as Exhibit 7.

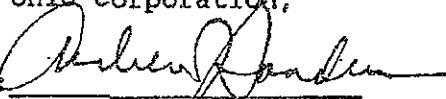
2. If the Commission rejects any part or all of this Stipulation, the Parties agree that the Stipulation shall be null and void and will be withdrawn, and shall not constitute any part of the record in this proceeding, nor shall it be used for any purpose whatsoever by any party to this or any other proceeding.

3. The undersigned respectfully join in requesting that the Commission approve the Joint Stipulation and Recommendation of the Parties, in the manner described above.

4. The Commission shall retain continuing jurisdiction in this matter to supervise and assure the parties' compliance with this Joint Stipulation and Recommendation of the Parties.

Agreed this 30th day of September, 1994.

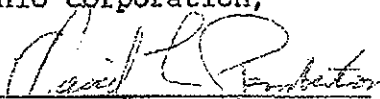
COLUMBIA GAS OF OHIO, INC.,
an Ohio corporation,

By: 

Its GENERAL COUNSEL

Date: Sept. 30, 1994

SUBURBAN NATURAL GAS COMPANY,
an Ohio corporation,

By: 

Its President

Date: September 30, 1994

Stuart W. Gold
CRAVATH, SWAINE & MOORE
Worldwide Plaza
825 Eighth Avenue
New York, New York 10019-7475

Attorneys for
COLUMBIA GAS OF OHIO, INC.

William R. Case
THOMPSON, HINE & FLORY
One Columbus
10 West Broad Street
Columbus, Ohio 43215


Attorneys for
SUBURBAN NATURAL GAS COMPANY

Verification

State of Ohio)
County of Franklin) ss

Before me, a notary public in and for the State of Ohio, personally appeared Richard J. Gordon and Andrew J. Sonderman, who, having first been sworn, deposed and said that they are the President and Secretary, respectively, of Columbia Gas of Ohio, Inc., that they have read the portions of the foregoing document entitled "AMENDED JOINT PETITION, APPLICATION, AND STIPULATION AND RECOMMENDATION OF COLUMBIA GAS OF OHIO, INC. AND SUBURBAN NATURAL GAS COMPANY" and that the statements set forth therein are true and accurate to the best of their knowledge and belief.

Richard J. Gordon
Richard J. Gordon, President


Andrew J. Sonderman, Secretary

Sworn to and subscribed in my presence this 30th
day of September, 1994.


Man Roth
Notary Public

State of Ohio)
County of Delaware) ss

Before me, a notary public in and for the State of Ohio, personally appeared David L. Pemberton, President, and Joan B. Rood, Secretary, who, having first been sworn, deposed and said that they are the President and Secretary, respectively, of Suburban Natural Gas Company, and that they have read the portions of the foregoing document entitled "AMENDED JOINT PETITION, APPLICATION, AND STIPULATION AND RECOMMENDATION OF COLUMBIA GAS OF OHIO, INC. AND SUBURBAN NATURAL GAS COMPANY" and that the statements set forth therein are true and accurate to the best of their knowledge and belief.




David L. Pemberton, President



Joan B. Rood, Secretary

Sworn to and subscribed in my presence this 3rd
day of October, 1994.



Notary Public M. ELAINE MERCER
NOTARY PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES OCT. 19, 1994

SECTION III - PHYSICAL PROPERTY

23. Service Lines. The general term "service pipe" or "service line" is commonly used to designate the complete line or connection from the Company main up to and including the meter connection. It consists of two distinct parts, (a) the service line connection, and (b) the customer service line.

(a) Service Line Connection

The service line connection consists of the connection at the main, necessary pipe and appurtenances to extend to the property line or the curb cock location, curb cock, and curb box. This connection shall be made by the Company, or its representative, without cost to the customer and it remains the property of the Company.

(b) Customer Service Line

The customer service line consists of the pipe from the outlet of the curb cock to and including the meter connection. The customer shall own and maintain the customer service line. The Company shall have the right to prescribe the size, location, and termination points of the customer's service line. The Company shall have no obligation to install, maintain, or repair said customer service line.

24. Meter Furnished. The Company will furnish each customer with a meter of such size and type as the Company may determine will adequately serve the customer's requirements and such meter shall be and remain the property of the Company and the Company shall have the right to replace it as the Company deems necessary.
25. Meter Location. The Company shall determine the location of the meter. When changes in a building or arrangements therein render the meter inaccessible or exposed to hazards, the Company may require the customer, at the customer's expense, to relocate the meter setting together with any portion of the customer's service line necessary to accomplish such relocation.
26. Only Company Can Connect Meter. The owner or customer shall not permit anyone who is not an authorized agent of the Company to connect or disconnect the Company's meters, regulators, or gauges or in any way alter or interfere with the Company's meters, regulators, or gauges.
27. House Piping. The customer shall own and maintain the house piping from the outlet of the meter to gas-burning appliances. The Company shall have no obligation to install, maintain, or repair said piping.
28. Appliances. The customer shall own and maintain all gas-burning appliances. The Company shall have no obligation to install, maintain, or repair appliances.
29. Standards for Customer's Property. The customer's service line, house lines, fittings, valve connections, and appliance venting shall be installed with materials and

workmanship which meet the reasonable requirements of the Company and shall be subject to inspection or test by the Company. The Company shall have no obligation to establish service until after such inspection and test demonstrate compliance with such requirements of the Company with respect to the facilities in place at the time of the test.

The first inspection or test at any premises, including both service lines and house lines, shall be without charge. In the case of leak, error, patent defect, or other unsatisfactory condition resulting in the disapproval of the line by the Company, the necessary correction shall be made at the customer's expense and then the lines will be inspected and tested again by the Company. Each additional inspection and test, when required after correction, shall be subject to a charge covering the cost thereof.

30. Discontinuance of Supply on Notice of Defect in Customer's Property. If the customer's service line, other gas lines, fittings, valves, connections, gas appliances, or equipment on a customer's premises are defective or in such condition as to constitute a hazard, the Company, upon notice to it of such defect or condition, may discontinue the supply of gas to such appliances or equipment or to such service line or such other gas lines until such defect or condition has been rectified by the customer, in compliance with the reasonable requirements of the Company.

31. No Responsibility for Material or Workmanship. The Company is not responsible for maintenance of, or any imperfect material or defective or faulty workmanship in the customer's service line, house lines, fittings, valve connections, equipment, or appliances and is not

Columbia Gas of Ohio, Inc.

Proposed Tariff Language

SECTION III - PHYSICAL PROPERTY

23.

* * *

(b) Customer Service Line

The customer service line consists of the pipe from the outlet of the curb cock to and including the meter connection. The customer shall own and maintain the customer service line. The Company shall have the right to prescribe the size, location and termination points of the customer's service line. The Company shall have no obligation to install, maintain or repair said customer service line.

28. House Piping. The customer shall own and maintain the house piping from the outlet of the meter to gas burning appliances. The Company shall have no obligation to install, maintain or repair said piping.

29. **Appliances.** The customer shall own and maintain all gas-burning appliances. The Company shall have no obligation to install, maintain, or repair appliances.

RELEASE AND COVENANT NOT TO SUE

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT SUBURBAN NATURAL GAS COMPANY, 375 East Front Street, Cygnet, Ohio, on behalf of itself and its controlled affiliates, divisions, members, officers, directors, shareholders, agents and attorneys (and the respective predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing) (herein separately and collectively, the "Releasor"), in consideration of good and valuable consideration received from COLUMBIA GAS OF OHIO, INC., 200 Civic Center Drive, Columbus, Ohio ("COLUMBIA"), the receipt and sufficiency of which is hereby acknowledged, hereby releases and forever discharges COLUMBIA and its controlled affiliates, divisions, members, officers, directors, shareholders, agents and attorneys (and the respective predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing) (herein separately and collectively, the "Releasee") from any and all claims, causes of action and suits, obligations or liabilities of any nature whatsoever, in law or in equity, costs, expenses or compensation for or on account of any damages, loss or injury, whether now know or unknown, which the Releasor ever had, or now has from the beginning of the world to the execution date of this Release.

Releasor further covenants and agrees that it will forever refrain from instituting, reinstating or prosecuting any action or proceeding against Releasee upon any claims, causes of action and suits, obligations or liabilities of any nature whatsoever, in law or equity, costs, expenses or compensation for any damages, loss or

injury, whether or not now or hereafter known, suspected or claimed which Releasor ever hereafter can, shall or may have or allege against Releasee constituting, relating to or based on (1) the Buckeye Builder program, the Scarlet Builder program, the Gray Builder program, the High Volume Single Family Builder program, the Mark of Efficiency program or any program substantially similar to such programs offered by Releasee, and (2) the direct or indirect payments for customer service lines, house piping and appliances (collectively, the "Settled Claims") forevermore after the date of this Release, except any claims that might be asserted against Releasee in common law tort (other than a claim alleging unfair competition, which does not include interference with contractual relations or prospective business relations).

Notwithstanding the foregoing, this Release and Covenant Not to Sue shall not be asserted as a defense to or bar against any claim, cause of action, or suit by Suburban against Columbia involving activities conducted within the area of Delaware County bounded by the Norfolk and Western railroad tracks on the west, Lewis Centre Road on the south, Alum Creek Reservoir on the east, and U. S. Route 36 and State Route 37 on the north.

Releasor represents and warrants that it has duly considered, approved and authorized the Amended Joint Petition, Application, Stipulation and Recommendation of Columbia Gas of Ohio, Inc. and Suburban Natural Gas Company dated September 30, 1994 (the "Agreement") and this Release and Covenant Not to Sue, has taken all necessary actions for the Agreement and this Release and

Covenant Not to Sue to be valid and binding and warrants that the execution of the Agreement and this Release and Covenant Not to Sue by the undersigned signatories on behalf of Suburban Natural Gas Company binds and commits Suburban Natural Gas Company and its controlled affiliates, divisions, officers, directors, employees, agents and attorneys (and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing).

Releasor represents and warrants that Releasor has not sold, assigned, transferred, conveyed or otherwise disposed of any claim, demand or cause of action of any party thereof relating to any matter covered by this Release and Covenant Not to Sue and agrees to indemnify Releasee against any and all claims by third persons resulting from such sale, assignment, transfer, conveyance or other disposition.

Nothing in this Release and Covenant Not to Sue affects or otherwise alters any liability of any party for any breach of the Agreement.

This Release and Covenant Not to Sue shall not be altered or modified in any way except by written consent of authorized representatives of Releasor and Releasee.

In the event that the Public Utilities Commission of Ohio fails to approve the Agreement or any part thereof, this Release and Covenant Not to Sue shall be null and void.

This Release and Covenant Not to Sue shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, RELEASOR has caused this Release and
Covenant Not to Sue to be executed by its duly authorized officers
as of September 30, 1990.

SUBURBAN NATURAL GAS COMPANY

By: David L. Pemberton

RELEASE AND COVENANT NOT TO SUE

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT COLUMBIA GAS OF OHIO, INC., 200 Civic Center Drive, Columbus, Ohio ("COLUMBIA"), on behalf of itself and its controlled affiliates, divisions, members, officers, directors, shareholders, agents and attorneys (and the respective predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing) (herein separately and collectively, the "Releasor"), in consideration of good and valuable consideration received from SUBURBAN NATURAL GAS COMPANY, 274 East Front Street, Cygnet, Ohio ("SUBURBAN"), the receipt and sufficiency of which is hereby acknowledged, hereby releases and forever discharges SUBURBAN and its controlled affiliates, divisions, members, officers, directors, shareholders, agents and attorneys (and the respective predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing) (herein separately and collectively, the "Releasee") from any and all claims, causes of action and suits, obligations or liabilities of any nature whatsoever, in law or in equity, costs, expenses or compensation for or on account of any damages, loss or injury, whether now known or unknown, which the Releasor ever had, or now has from the beginning of the world to the execution date of this Release.

Releasor further covenants and agrees that it will forever refrain from instituting, reinstating or prosecuting any action or proceeding against Releasee upon any claims, causes of action and suits, obligations or liabilities of any nature whatsoever, in law or equity, costs, expenses or compensation for any damages, loss or

injury, whether or not now or hereafter known, suspected or claimed which Releasor ever hereafter can, shall or may have or allege against Releasee constituting, relating to or based on (1) COLUMBIA'S Buckeye Builder program, the Scarlet Builder program, the Gray Builder program, the High Volume Single Family Builder program, the Mark of Efficiency program or any program substantially similar to such programs offered by Releasee, and (2) the direct or indirect payments for customer service lines, house piping and appliances (collectively, the "Settled Claims") forevermore after the date of this Release, except any claims that might be asserted against Releasee in common law tort (other than a claim alleging unfair competition, which does not include interference with contractual relations or prospective business relations).

Releasor represents and warrants that it has duly considered, approved and authorized the Joint Petition, Application, Stipulation and Recommendation of Columbia Gas of Ohio, Inc. and Suburban Natural Gas Company dated September 30, 1994 (the "Agreement") and this Release and Covenant Not To Sue, has taken all necessary actions for the Agreement and this Release and Covenant Not To Sue to be valid and binding and warrants that the execution of the Agreement and this Release and Covenant Not To Sue by the undersigned signatories on behalf of Suburban Natural Gas Company binds and commits COLUMBIA and its controlled affiliates, divisions, officers, directors, employees, agents and attorneys

(and the predecessors, heirs, executors, administrators, successors and assigns of each of the foregoing).

Releasor represents and warrants that Releasor has not sold, assigned, transferred, conveyed or otherwise disposed of any claim, demand or cause of action of any party thereof relating to any matter covered by this Release and Covenant Not To Sue and agrees to indemnify Releasee against any and all claims by third persons resulting from such sale, assignment transfer, conveyance or other disposition.

Nothing in this Release and Covenant Not To Sue affects or otherwise alters any liability of any party for any breach of the Agreement.

This Release and Covenant Not To Sue shall not be altered or modified in any way except by written consent of authorized representatives of Releasor and Releasee.

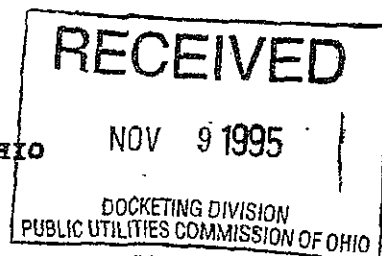
In the event that the Public Utilities Commission of Ohio fails to approve the Agreement or any part thereof, this Release and Covenant Not To Sue shall be null and void.

This Release and Covenant Not To Sue shall be governed by laws of the State of Ohio.

IN WITNESS WHEREOF, RELEASOR has caused this Release and Covenant Not To Sue to be executed by its duly authorized officers as of Sept. 30, 1994.

COLUMBIA GAS OF OHIO, INC.

By: 



BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Self-
Complaint of Columbia Gas of
Ohio Concerning its Existing
Tariff Provisions.)

Case No. 93-1569-GA-SLF

In the Matter of the Joint
Petition of Columbia Gas of Ohio,
Inc. and Suburban Natural Gas
Company for Approval of an
Agreement to Transfer Certain
Facilities and Customers.)

Case No. 94-938-GA-ATR

In the Matter of the Joint
Application of Columbia Gas of
Ohio, Inc. and Suburban Natural
Gas Company for Approval of
Certain Tariff Modifications.)

Case No. 94-939-GA-ATA

SECOND AMENDED JOINT PETITION, APPLICATION,
AND STIPULATION AND RECOMMENDATION OF
COLUMBIA GAS OF OHIO, INC. AND
SUBURBAN NATURAL GAS COMPANY

Now come COLUMBIA GAS OF OHIO, INC. (hereinafter
"Columbia") and SUBURBAN NATURAL GAS COMPANY (hereinafter "Subur-
ban") (both of which are collectively referred to as "the
Parties") and submit their Second Amended Joint Petition,
Application, and Stipulation and Recommendation (hereinafter
jointly referred to as "the Stipulation") in the above-captioned
proceedings.

WHEREAS, Columbia and Suburban are public utilities and
natural gas companies, as defined by R. C. §§ 4905.02 and
4905.03, and are therefore subject to the regulatory jurisdiction
of the Public Utilities Commission (hereinafter "Commission");
and

WHEREAS, Columbia filed a self-complaint with the Commission on September 17, 1993 in Case No. 93-1569-GA-SLF, pursuant to R. C. § 4905.26, seeking to resolve an existing controversy with Suburban involving competition between the Parties in certain areas of Ohio; and

WHEREAS, Suburban has been granted leave to intervene in, and is a party to, that proceeding; and

WHEREAS, Ohio Administrative Code Rule 4901-1-30 provides that any two or more parties may enter into a written stipulation concerning the issues presented in any Commission proceeding; and

WHEREAS, the Commission, through meetings conducted by its Attorney Examiner and Staff, has actively supervised the Parties' resolution of their competitive dispute and rationalization of their distribution systems (in Delaware and Franklin Counties) in the public interest by means of agreement rather than adversary procedure; and

WHEREAS, the Parties are willing to agree, subject to the consent and approval of the Commission as more fully described herein, to (1) the transfer of certain customers and facilities between the Parties and (2) the modification of certain tariff provisions which are currently contained in the Parties' tariffs on file with this Commission; and

WHEREAS, said agreement, if approved by the Commission in the manner described herein, would resolve all contested issues in Case No. 93-1569-GA-SLF and terminate the proceedings in that case.

NOW, THEREFORE, the Parties hereby stipulate and recommend that the Commission:

(1) Grant the Joint Petition of the Parties for approval of the Agreement embodied in this Stipulation, pursuant to R. C. § 4905.48 (as more fully described in Section A, infra); and

(2) Grant the Joint Application of the Parties to modify their existing tariff provisions.

A. SECOND AMENDED JOINT PETITION FOR APPROVAL OF AGREEMENT TO TRANSFER CUSTOMERS AND FACILITIES

1. The Parties are willing to enter into an agreement as set forth herein to transfer certain customers and facilities located in the Counties of Franklin and Delaware, State of Ohio, subject to the active supervision, direction, and consent and approval of the Commission pursuant to R.C. § 4905.48.

2. Under the Agreement, Suburban would convey to Columbia all right, title, and interest in the following natural gas pipelines, along with any connected meters, regulators, appurtenant facilities, and any associated easements or rights-of-way or similar interests in real property on or through which such pipeline being transferred lies:

- a. That portion of the "ARCO" pipeline, a six-inch steel pipeline which is currently leased by Suburban from Atlantic Richfield Company, which lies in Franklin County south of Lazelle Road;
- b. That portion of Suburban's pipeline which runs west from the western boundary of the Olentangy High School property on Lewis Center Road across U. S. Route 23; then south along U. S. Route 23 to Home Road where the pipeline terminates; and

- c. Suburban's pipeline which runs West of Braumiller along Cheshire Road.

3. In connection with the sale and transfer of such pipelines and other facilities, Columbia would acquire the right and obligation to render natural gas service to all customers currently served by Suburban from such facilities, and Suburban would have no further rights or obligations in that regard. The names and addresses of such customers are set forth in Exhibit 1 hereto.

4. Under the Agreement, Columbia would convey to Suburban all right, title, and interest in the following natural gas pipelines, along with any connected meters, regulators, appurtenant facilities, and any associated easements or rights-of-way or similar interests in real property on or through which such pipeline being transferred lies:

- a. Columbia's pipeline on Orange Road commencing at the middle of the Norfolk & Western Railroad tracks and continuing east along Orange Road until the intersection of Orange Road and Old State Road; and
- b. Columbia's pipeline which runs from the intersection of Orange Road and Old State Road north along Old State Road to "The Shores" Subdivision and beyond to its terminus, including all piping currently owned by Columbia within that subdivision.

5. Under the Agreement, Columbia would also sell to Suburban its pipeline which runs from the intersection of Lazelle Road and Sancus Boulevard north along Sancus Boulevard, then northwest along Polaris Parkway, then north along Old State Road, then west along Powell Road to the point at which the pipeline enters the Oak Creek Subdivision being developed by Borrer

Corporation and known as the Callahan Farm Property (comprising approximately 150 acres and 385 lots and depicted in Exhibit 2 hereto), as well as the extension along Gemini Parkway and Antares Avenue. Suburban would then lease that pipeline back to Columbia for five years or until the Commission authorizes abandonment by Suburban of the line (pursuant to R.C. § 4905.21, as amended from time to time), whichever occurs later, for the sum of \$5,500 per annum for no more than 20 years as full and complete consideration for allowing Columbia jointly to utilize the facilities to transport natural and/or synthetic gas from existing Columbia facilities along Lazelle Road to Columbia's pipeline facilities within the Oak Creek Subdivision and the Wyndstone Development, in such quantities and at such times as are necessary to serve customers within that Subdivision and Development as they are built out. Columbia's payment to Suburban for the lease is to be offset against the net book cost of the pipeline and other facilities that Columbia is transferring to Suburban with the result that Columbia would make no other payment to Suburban. Suburban would be responsible for the operation, maintenance, and repair of this leased pipeline, and Columbia would have no right to make new taps on, or construct additional laterals from, that pipeline. To the extent that the natural gas facilities described above in this paragraph 5 become inadequate for the joint use by both Columbia and Suburban described herein, Columbia's use of the natural gas facilities to serve the Oak Creek Subdivision would have priority over Suburban's use of the natural gas facilities.

6. In connection with the sale and transfer of such pipelines and other facilities, except as otherwise provided herein, Suburban would acquire the right and obligation to render natural gas service to all customers currently served by Columbia from such facilities and Columbia would have no further rights or obligations in that regard. The names and addresses of such customers are set forth in Exhibit 3 hereto. Suburban will also assume Columbia's rights and obligations under a Refundable Line Relocation Agreement with N.P. Limited Partnership, a copy of which is annexed hereto as Exhibit 4. Suburban is to receive from Columbia the balance remaining of a \$22,573 deposit, specifically \$14,282.02, paid to Columbia under said Refundable Line Relocation Agreement with N.P. Limited Partnership.

7. In connection with the sale and transfer of such pipelines and other facilities, Suburban and Columbia would execute--and, as necessary, record--all documents necessary to effect the transfers of personal and real property described herein. In addition, Suburban and Columbia would transfer and deliver to each other all accounting records pertaining to the transfer of property, including documents establishing the net book cost of the assets exchanged and the accounting and billing records for all customers listed on Exhibits 1 and 3 hereto. All transfers described herein would be completed within 60 days from the Commission's approval of this Stipulation.

8. As consideration for the conveyance of pipelines and other facilities under the Agreement, each company would agree to pay the net book cost (i.e., original cost less accrued

depreciation), as reflected on the selling company's books and records, for any facilities acquired from the other company under the Agreement. Columbia would receive title in fee simple to that portion of the ARCO line which is being transferred to Columbia pursuant to the Agreement. In addition, Suburban would pay to Columbia the sum of Sixty Thousand Dollars (\$60,000) in ten (10) installments of Six Thousand Dollars (\$6,000) each, with the first payment due within five (5) business days of the approval of this Stipulation by the Commission and the next nine (9) payments due on the yearly anniversaries of that approval.

9. In any instance in this Stipulation in which a road, highway, or railroad track is given as a boundary, the middle of the road, highway, or railroad track is considered to be the boundary.

10. Nothing in this Stipulation shall be construed as preventing Columbia from installing, in any of the areas described, a high-pressure natural gas pipeline, the purpose of which is to be limited to transporting gas from existing and future sources of supply to various gas distribution systems owned and operated by Columbia in southern Delaware and northern Franklin Counties to points outside of said areas, which pipeline shall also be available, subject to appropriate rate and service conditions, as a supply source for Suburban's system.

B. SECOND AMENDED JOINT APPLICATION FOR APPROVAL OF CERTAIN
TARIFF MODIFICATIONS

1. The Commission-approved tariffs of both Columbia and Suburban currently contain language which restricts the ability of said companies to provide or pay for, directly or indirectly, customer service lines, house piping, and appliances when competing with another regulated natural gas company which does not provide or pay for such items.

2. In Columbia's tariffs, this language appears in Section 23(b) (Fourth Revised Sheet No. 6); Section 28 (Fifth Revised Sheet No. 7), and Section 29 (Fifth Revised Sheet No. 7).

3. In Suburban's tariffs, this language appears in Section 23(b) (Section III, Original Sheet No. 1), Section 27 (Section III, Original Sheet No. 2), and Section 28 (Section III, Original Sheets Nos. 2 and 3).

4. The Parties hereby jointly request authority to modify their tariffs regarding customer service lines, house piping, and appliances. This application is made pursuant to R.C. § 4909.18, and the Parties represent that the requested tariff modifications will not result in an increase in any rate, joint rate, toll, classification, charge, or rental. Revised tariff sheets showing the proposed changes are attached hereto as Exhibit 5 for Columbia and Exhibit 6 for Suburban. The Parties request that the Commission authorize them to file such revised tariff sheets to become effective immediately.

C. MISCELLANEOUS RECOMMENDATIONS

1. This Stipulation represents a compromise and settlement of any and all existing disputes between the Parties concerning competition between said Parties. As a result, upon approval of the Stipulation by the Commission, the Parties agree to execute mutual releases and covenants not to sue, in the forms attached hereto as Exhibit 7.

2. This Stipulation and the mutual releases and covenants not to sue are the only agreements executed by the Parties for the purpose of terminating this controversy.

3. If the Commission rejects any part or all of this Stipulation, the Parties agree that the Stipulation shall be null and void and will be withdrawn, and shall not constitute any part of the record in this proceeding, nor shall it be used for any purpose whatsoever by any party to this or any other proceeding.

4. The undersigned respectfully join in requesting that the Commission approve the Joint Stipulation and Recommendation of the Parties, in the manner described above.

5. The Commission shall retain continuing jurisdiction in this matter to supervise and assure the Parties' compliance with this Joint Stipulation and Recommendation of the Parties.

Agreed this 6th day of November, 1995.

COLUMBIA GAS OF OHIO, INC.,
an Ohio corporation,

By: *Robert E. Anderson*
Its President

Date: November 9, 1995

SUBURBAN NATURAL GAS COMPANY,
an Ohio corporation,

By: *David L. Robertson*
Its President

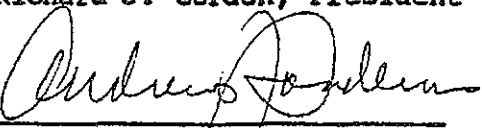
Date: November 6, 1995

VERIFICATION

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public in and for the State of Ohio, personally appeared Richard J. Gordon and Andrew J. Sonderman, who, having first been sworn, deposed and said that they are the President and Secretary, respectively, of Columbia Gas of Ohio, Inc., that they have read the portions of the foregoing document entitled "SECOND AMENDED JOINT PETITION, APPLICATION, AND STIPULATION AND RECOMMENDATION OF COLUMBIA GAS OF OHIO, INC. AND SUBURBAN NATURAL GAS COMPANY," and that the statements set forth therein are true and accurate to the best of their knowledge and belief.


Richard J. Gordon, President


Andrew J. Sonderman, Secretary

Sworn to and subscribed in my presence this 9th
day of November, 1995.

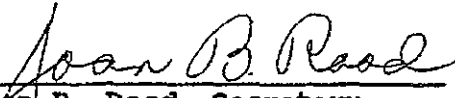

Notary Public

VERIFICATION

State of Ohio)
County of ^{Wood} Delaware) ss: .

Before me, a notary public in and for the State of Ohio, personally appeared David L. Pemberton, President, and Joan B. Rood, Secretary, who, having first been sworn, deposed and said that they are the President and Secretary, respectively, of Suburban Natural Gas Company, and that they have read the portions of the foregoing document entitled "SECOND AMENDED JOINT PETITION, APPLICATION, AND STIPULATION AND RECOMMENDATION OF COLUMBIA GAS OF OHIO, INC. AND SUBURBAN NATURAL GAS COMPANY," and that the statements set forth therein are true and accurate to the best of their knowledge and belief.


David L. Pemberton, President


Joan B. Rood, Secretary

Sworn to and subscribed in my presence this 6th
day of November, 1995.


Notary Public

DAVID L. PEMBERTON JR.
NOTARY OF PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES 3-11-97

Edmund Cody
677 Cheshire Road

Kenneth Williamson
725 Cheshire Road

John Schweitzel
751 Cheshire Road

John Hoskinson
821 Cheshire Road

Tanglewood Golf Course
1086 Cheshire Road

Jay Scott
1091 Cheshire Road

Randy Shelton
1159 Cheshire Road

Ralph & Marcene Scott
1310 Cheshire Road

Charles & Marie Fisher
1497 Cheshire Road

Randy Harris
1663 Cheshire Road

Harry Kesterson
1630 Cheshire Road

Michael Stewart
3500 Braumiller Road

Daniel Dickinson
549 Cheshire Road

Robert & Susan Shaw
170 Cheshire Road

Darrin & Brenda Smith
280 Cheshire Road

David & Diana Sarnovsky
420 Cheshire Road

Ron Bishop
445 Cheshire Road

Linda Esber
450 Cheshire Road

Janet Weiser
480 Cheshire Road

Dominic Casbarro
621 Cheshire Road

Robert Wren
1670 Cheshire Road

Kevin Reimenecheider
1720 Cheshire Road

Kyle Barrows
1770 Cheshire Road

Richard McNamara
1725 Cheshire Road

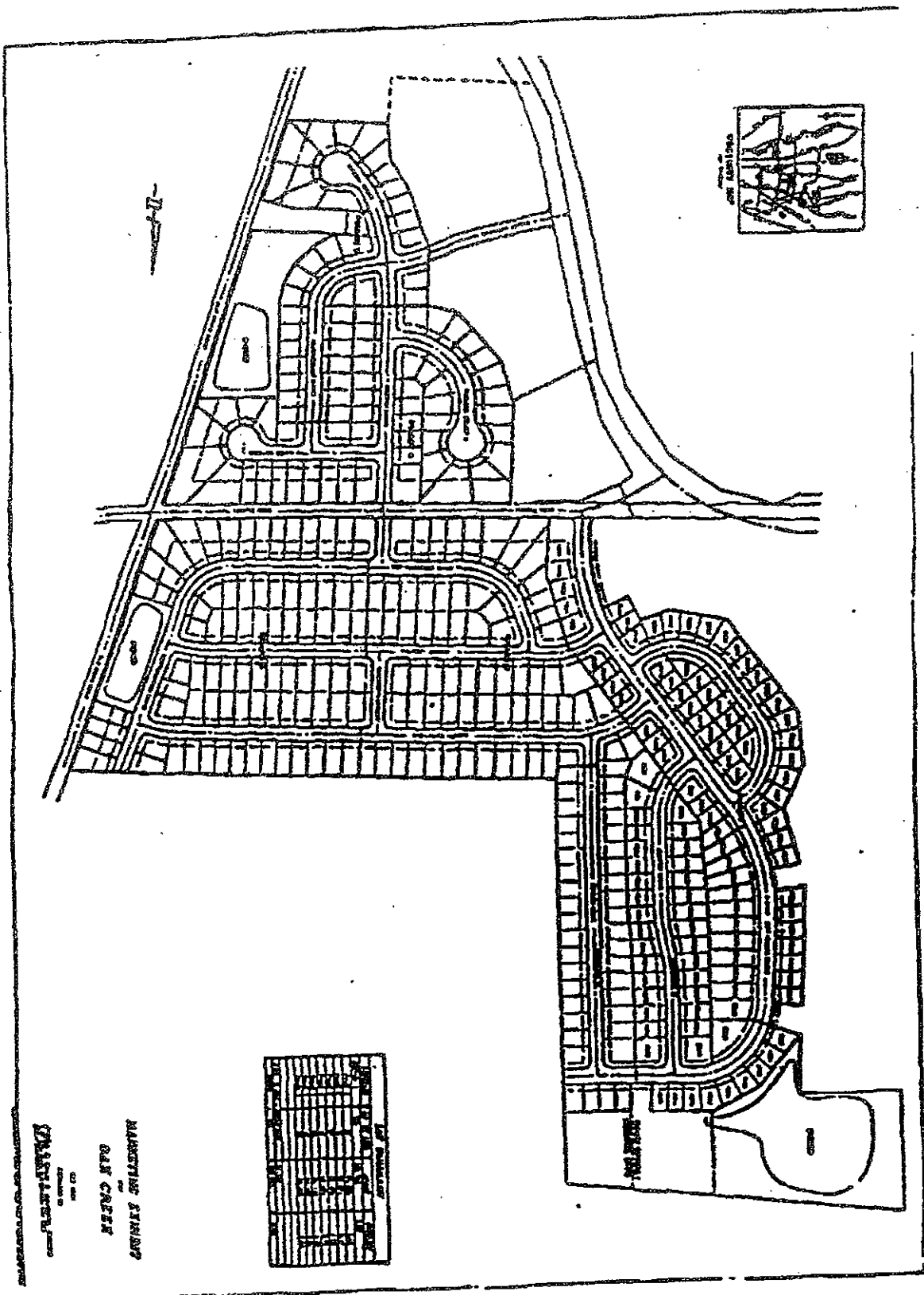
Thomas McNamara
1960 Cheshire Road.

Plantland
6660 Columbus Pike

Roy Chennels, Jr.
6544 Columbus Pike

Ralph & Mary Reid
390 Lewis Center Rd

George Lacher
433 Lewis Center Rd



OFFER ACTION ---
SEARCH CODE

CUST ADDRESS: SANCUS BV WES

	ADDRESS	CITY	NAME	PSID	STAT	STAT	ACCT	PREM
1	B303 SANCUS BV	WES	DAIRY MART #7300	500314475	ACT	ACT		
2	B350 SANCUS BV	WES	R J WHEELS INC	500241464	ACT	ACT		
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

PF1-HELP PF2-WORK FUNCTION MENU PF3-QUIT
PF7-BACKWARD PF8-FORWARD PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: BARHARBOR CT LEW

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	2701 BARHARBOR CT	LEW	THOMAS M BURKE	500329949	ACT	ACT
2	2706 BARHARBOR CT	LEW	MARY A HESLOP	500329952	ACT	ACT
3	2727 BARHARBOR CT	LEW	MICHAEL W FINAMORE	500274085	ACT	ACT
4	2740 BARHARBOR CT	LEW	JAMES MARTINESON	500326261	ACT	ACT
5	2745 BARHARBOR CT	LEW	BRUCE STYDNICKI	500280449	ACT	ACT
6	2770 BARHARBOR CT	LEW	THOMAS E TOMASTIK	500244043	ACT	ACT
7	2788 BARHARBOR CT	LEW	FRANK LOPANE	500325308	ACT	ACT
8	2803 BARHARBOR CT	LEW	CHRISTIAN ANDERSEN	500303641	ACT	ACT
9	2810 BARHARBOR CT	LEW	WALT MORROW BUILDER	500410422	ACT	ACT
10	2827 BARHARBOR CT	LEW	GREG E GAULT	500243523	ACT	ACT
11	2830 BARHARBOR CT	LEW	GEORGE K LEWICKI	500289404	ACT	ACT
12	2846 BARHARBOR CT	LEW	SCOTT HORNBACK	500239014	ACT	ACT
13	2851 BARHARBOR CT LT1828	LEW	WINDSOR HOMES	500409511		NSL
14	2858 BARHARBOR CT	LEW	JEFF A HOLUB	500223542	ACT	ACT
15	2863 BARHARBOR CT	LEW	MAX M EVANS	500234754	ACT	ACT

PF1-HELP PF2-WORK FUNCTION MENU PF3-QUIT
PF7-BACKWARD PF8-FORWARD PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: BIG SUR DR LEW

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	2682 BIG SUR DR	LEW	MICHELLE K CROUSE	500345626	ACT	ACT
2	2685 BIG SUR DR	LEW	LLOYD R LEWIS	500290419	ACT	ACT
3	2686 BIG SUR DR	LEW	KEVIN DIELS	500317882	ACT	ACT
4	2691 BIG SUR DR	LEW	JANICE N JAVOR	500371211	ACT	ACT
5	2692 BIG SUR DR	LEW	KAREN L BELL	500307108	ACT	ACT
6	2703 BIG SUR DR	LEW	KAY SCHLABIG	500307107	ACT	ACT
7	2708 BIG SUR DR	LEW	PHILIP HORSTMAN	500326262	ACT	ACT
8	2716 BIG SUR DR	LEW	RALPH A BUCKLEY JR	500309709	ACT	ACT
9	2717 BIG SUR DR	LEW	WINDSOR HOMES	500409512	INT	ACT
10	2724 BIG SUR DR	LEW	FRANK D CLAY	500301278	ACT	ACT
11	2733 BIG SUR DR LT1880	LEW	SILVESTRI BUILDERS	500423106		NSL
12	2739 BIG SUR DR LT1879	LEW	STOGRAN BUILDERS, I	500426011		SND
13	2745 BIG SUR DR	LEW	SCOTT A BARAN	500309898	ACT	ACT
14	2746 BIG SUR DR	LEW	GREGG K GREEN	500317881	ACT	ACT
15	2754 BIG SUR DR	LEW	JAMES M HEALY	500314723	ACT	ACT

PF1-HELP

PF2-WORK FUNCTION MENU

PF3-QUIT

PF7-BACKWARD PF8-FORWARD PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: BIG SUR DR LEW

ACCT PREM

ADDRESS
1 2868 BIG SUR DR LT1868

CITY NAME PSID STAT STAT
LEW BRANDT BUILDERS, IN 500313772 SND

3
4
5
6
7
8
9
10
11
12
13
14
15

PF1-HELP

PF2-WORK FUNCTION MENU

PF3-QUIT

PF7-BACKWARD

PF8-FORWARD

PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: STORM HAVEN CT LEW

	ADDRESS	CITY	NAME	PSID	ACCT STAT	PREM STAT
1	6156 STORM HAVEN CT LT1806	LEW	ED LYNCH BUILDERS	500223529		SND
	6171 STORM HAVEN CT	LEW	ENCORE HOMES	500280181	ACT	ACT
3	6180 STORM HAVEN CT	LEW	SALLIE STOUT	500231062	ACT	ACT
4	6205 STORM HAVEN CT	LEW	ALBERT CHURELLA	500292474	ACT	ACT
5	6215 STORM HAVEN CT	LEW	DAVE SHEFLER	500239570	ACT	ACT
6	6221 STORM HAVEN CT	LEW	NICK MYTRO	500240998	ACT	ACT
7	6232 STORM HAVEN CT	LEW	WALLACE O CLARK	500280137	ACT	ACT
8	6233 STORM HAVEN CT	LEW	ALEX CANALES	500258677	ACT	ACT
9	6240 STORM HAVEN CT	LEW	BRANDT BUILDERS	500363119	ACT	ACT
10						
11						
12						
13						
14						
15						

PF1-HELP

PF2-WORK FUNCTION MENU

PF3-QUIT

PF7-BACKWARD

PF8-FORWARD

PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: SANABEL DR LEW

ACCT PREM

ADDRESS
1 6070 SANABEL DR

CITY NAME
LEW KELLY MEADOWS

PSID STAT STAT
500237894 ACT ACT

3
4
5
6
7
8
9
10
11
12
13
14
15

PF1-HELP

PF2-WORK FUNCTION MENU

PF3-QUIT

PF7-BACKWARD

PF8-FORWARD

PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: ATOLL DR LEW

	ADDRESS	CITY	NAME	PSID	STAT	ACCT	PREM
1	2822 ATOLL DR	LEW	MICHAEL T HARTINGS	500223144	ACT	ACT	
2	2844 ATOLL DR	LEW	CYNTHIA A FLANNIGAN	500206267	ACT	ACT	
3	2864 ATOLL DR	LEW	BRIAN PIPER	500096019	ACT	ACT	
4	2878 ATOLL DR	LEW	KEN A WALLACE	500113260	ACT	ACT	
5	2897 ATOLL DR	LEW	J ELAINE DUREN	500096318	ACT	ACT	
6	2900 ATOLL DR	LEW	DONALD STRAUB	500073506	ACT	ACT	
7	2908 ATOLL DR	LEW	ROBERT S MOOCK	500071481	ACT	ACT	
8	2920 ATOLL DR	LEW	MARK CIMINELLO	500073673	ACT	ACT	
9	2923 ATOLL DR	LEW	BOB YOUNG	500193739	ACT	ACT	
10	2940 ATOLL DR	LEW	TOM CHICKERELLA	500210603	ACT	ACT	
11	2947 ATOLL DR	LEW	PATT S BAHN	500107086	ACT	ACT	
12	2960 ATOLL DR	LEW	BART SCHMELZER	500073131	ACT	ACT	
13	2969 ATOLL DR	LEW	MARK ZIMMER	500249034	ACT	ACT	
14	2991 ATOLL DR	LEW	DAVID W JUNK	500225432	ACT	ACT	
15	3000 ATOLL DR	LEW	SCOTT C GARVERICK	500108324	ACT	ACT	

PF1-HELP PF2-WORK FUNCTION MENU PF3-QUIT
PF7-BACKWARD PF8-FORWARD PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: ATOLL DR LEW

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	3011 ATOLL DR	LEW	P A NORDQUIST	500213778	ACT	ACT
2	3020 ATOLL DR	LEW	TERRY L HAMMAN	500153589	ACT	ACT
3	3035 ATOLL DR	LEW	JOSEPH R RIGELSKY	500217101	ACT	ACT
4	3040 ATOLL DR	LEW	JAMES ADMONIUS	300723942	ACT	ACT
5	3050 ATOLL DR	LEW	FRED E HAHN	500105063	ACT	ACT
6	3063 ATOLL DR	LEW	JACK D RANDLE	500114726	ACT	ACT
7	3080 ATOLL DR	LEW	THOMAS M SANDERCOCK	500053280	ACT	ACT
8	3100 ATOLL DR	LEW	DOUGLAS D OSBORN	500106715	ACT	ACT

9
10
11
12
13
14
15

PF1-HELP

PF2-WORK FUNCTION MENU

PF3-QUIT

PF7-BACKWARD

PF8-FORWARD

PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: WOODBROOK CT LEW

ACCT PREM

	ADDRESS	CITY	NAME	PSID	STAT	STAT
	5977 WOODBROOK CT	LEW	GORDON R LEARISH	500031660	ACT	ACT
	5977 WOODBROOK CT LT852	LEW	LACASA BLDERS INC	500058601		PNS
3	5988 WOODBROOK CT	LEW	STEVEN P ELLIOTT	300702904	ACT	ACT
4	6000 WOODBROOK CT	LEW	FRED C MAU	300723940	ACT	ACT
5	6007 WOODBROOK CT	LEW	DALLAS C MALCOMSON	300712063	ACT	ACT
6	6021 WOODBROOK CT	LEW	JAMES LEFFLER	300706944	ACT	ACT
7	6041 WOODBROOK CT	LEW	JAMES E MACKEY	300705613	ACT	ACT

8

9

10

11

12

13

14

15

PF1-HELP

PF2-WORK FUNCTION MENU

PF3-QUIT

PF7-BACKWARD

PF8-FORWARD

PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: SHORELINE DR LEW

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	2924 SHORELINE DR	LEW	DONALD R WENZLIK	500102026	ACT	ACT
2	2950 SHORELINE DR	LEW	MICHAEL BLANKENSHIP	500206269	ACT	ACT
3	2951 SHORELINE DR	LEW	JOHN HEEG	500213302	ACT	ACT
4	2973 SHORELINE DR	LEW	BENJAMIN A FEULA	500147318	ACT	ACT
5	2976 SHORELINE DR	LEW	PHILLIP BRONSDON	500204388	ACT	ACT
6	2995 SHORELINE DR	LEW	JAMES HALLER	500123112	ACT	ACT
7	3015 SHORELINE DR	LEW	C R ANDERSON	500118340	ACT	ACT
8	3018 SHORELINE DR	LEW	EDWARD HAAS	500186940	ACT	ACT
9	3036 SHORELINE DR	LEW	IRA L HALL	500187827	ACT	ACT
10	3037 SHORELINE DR	LEW	PATRICK M DIAMOND	500102031	ACT	ACT
11	3058 SHORELINE DR	LEW	BISHARA BARANSI	500220206	ACT	ACT
12	3059 SHORELINE DR	LEW	PHILIP STEGMANN	500160085	ACT	ACT
13	3077 SHORELINE DR	LEW	MATTHEW A CHIZMAR	500129175	ACT	ACT
14	3084 SHORELINE DR	LEW	DAVID WHITE	500201533	ACT	ACT
15	3099 SHORELINE DR	LEW	LEWIS D ABAHAZY	500105072	ACT	ACT

PF1-HELP

PF2-WORK FUNCTION MENU

PF3-QUIT

PF7-BACKWARD

PF8-FORWARD

PF12-INFO

OPER ACTION ==>

DISR

SEARCH ROUTINE

SEARCH CODE

CUST ADDRESS: SHORELINE DR LEW

	ADDRESS	CITY	NAME	PSID	ACCT STAT	PREM STAT
1	3107 SHORELINE DR	LEW	WILLIAM G FESTER	500127092	ACT	ACT
2	3108 SHORELINE DR	LEW	BRYAN LOMBARDI	500102015	ACT	ACT
3	3125 SHORELINE DR	LEW	MILTON J OUTCALT	500060954	ACT	ACT
4	3146 SHORELINE DR	LEW	DAVID P STAGNER	500032810	ACT	ACT
5	3151 SHORELINE DR	LEW	HOWARD SLATER	300702903	ACT	ACT
6	3160 SHORELINE DR	LEW	LEONARD H KAISER	300711234	ACT	ACT
7	3177 SHORELINE DR	LEW	TIMOTHY MOFFATT	300723941	ACT	ACT
8	3180 SHORELINE DR	LEW	NANCY S WALCUTT	300725946	ACT	ACT
9	3196 SHORELINE DR	LEW	JAMES GUNDLING	300723943	ACT	ACT
10	3205 SHORELINE DR	LEW	ROBERT SOUTHERN	500038007	ACT	ACT
11	3220 SHORELINE DR	LEW	EILEEN F HOSTETLER	300712064	ACT	ACT
12	3233 SHORELINE DR	LEW	MICHAEL A PAUL	300704146	ACT	ACT
13	3244 SHORELINE DR	LEW	WILLIAM J SHEPPARD	500048433	ACT	ACT
14	3266 SHORELINE DR	LEW	WILLIAM H BOHRER	300723944	ACT	ACT
15	3290 SHORELINE DR	LEW	DEAN KANNE	500062561	ACT	ACT

PF1-HELP

PF2-WORK FUNCTION MENU

PF3-QUIT

PF7-BACKWARD

PF8-FORWARD

PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: WATERFORD DR LEW

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	2849 WATERFORD DR	LEW	SPERO VASILA	500155524	ACT	ACT
2	2850 WATERFORD DR	LEW	MICHAEL D ALEXANDER	500220188	ACT	ACT
3	2858 WATERFORD DR LT1317	LEW	LACASA BUILDERS	500212605		SND
4	2880 WATERFORD DR	LEW	WAYNE SLEVA	500309699	ACT	ACT
5	2900 WATERFORD DR	LEW	GERALD CULLISON	500148079	ACT	ACT
6	2905 WATERFORD DR	LEW	RAY R BOBBITT	500210604	ACT	ACT
7	2930 WATERFORD DR	LEW	WILLIAM E COLLINS	500148080	ACT	ACT
8	2960 WATERFORD DR	LEW	HOWARD E WELLMAN	500147492	ACT	ACT
9	2965 WATERFORD DR	LEW	KEVIN C SIMPSON	500207159	ACT	ACT
10	2990 WATERFORD DR	LEW	WILLIAM L SMART	500214122	ACT	ACT
11	2995 WATERFORD DR	LEW	GARY J LINK	500210534	ACT	ACT
12	3010 WATERFORD DR	LEW	IRENE BLASZKOWIAK	500169357	ACT	ACT
13	3021 WATERFORD DR	LEW	RICHARD G SEIFFERT	500162054	ACT	ACT
14	3030 WATERFORD DR	LEW	KAREN L JAUNZEMIS	500214989	ACT	ACT
15	3041 WATERFORD DR	LEW	MATTHEW M MURTHA	500278936	ACT	ACT

PF1-HELP PF2-WORK FUNCTION MENU PF3-QUIT
PF7-BACKWARD PF8-FORWARD PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: WATERFORD DR LEW

	ADDRESS	CITY	NAME	PSID	ACCT	STAT	PREM
1	3050 WATERFORD DR	LEW	DAN MUSGRAVE	500173936	ACT	ACT	
2	3061 WATERFORD DR	LEW	CHRIS M SHAFFER	500244045	ACT	ACT	
3	3081 WATERFORD DR	LEW	JOHN WHITE	500244044	ACT	ACT	
4	3090 WATERFORD DR	LEW	JAMES M BROWN	500219315	ACT	ACT	
5	3105 WATERFORD DR	LEW	DARYL G WEBB	500162055	ACT	ACT	
6	3110 WATERFORD DR	LEW	TIMOTHY HAMMOND	500195688	ACT	ACT	
7	3130 WATERFORD DR	LEW	MELVIN POST	500172652	ACT	ACT	
8	3135 WATERFORD DR	LEW	MARK BIVENOUR	500156689	ACT	ACT	
9	3150 WATERFORD DR	LEW	DEBORAH K MOORE	500204984	ACT	ACT	
10	3165 WATERFORD DR	LEW	JAMES KANE	500176063	ACT	ACT	
11	3170 WATERFORD DR	LEW	EDWARD C GULLA	500172653	ACT	ACT	
12	3205 WATERFORD DR	LEW	LEW A BATES	500280183	ACT	ACT	
13	3225 WATERFORD DR	LEW	STEVE PALMER	500275529	ACT	ACT	
14	3230 WATERFORD DR	LEW	WILLIAM D MARSHALL	500199373	ACT	ACT	
15	3240 WATERFORD DR	LEW	MARTIN DEAKINS	500182210	ACT	ACT	

PF1-HELP PF2-WORK FUNCTION MENU PF3-QUIT
PF7-BACKWARD PF8-FORWARD PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE

CUST ADDRESS: WATERFORD DR LEW

ACCT PREM

PSID STAT STAT

1 3245 WATERFORD DR LT1331
2 4829 WATERFORD DR

CITY NAME
LEW LYNCH BUILDERS
LEW SPERO VASILA

500280185 NSL
500158694 .SND

3
4
5
6
7
8
9
10
11
12
13
14
15

PF1-HELP

PF2-WORK FUNCTION MENU

PF3-QUIT

PF7-BACKWARD

PF8-FORWARD

PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: SUMMER BV GAL

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	5400 SUMMER BV	GAL	TRADITION HOMES	500414929	INT	ACT
2	5440 SUMMER BV LT567	GAL	TRADITION HOMES	500432174		SND
3	5464 SUMMER BV LT569	GAL	DOMINION HOMES	500435065		SND
4	5488 SUMMER BV	GAL	TRADITION HOMES	500406600	ACT	ACT
5	5515 SUMMER BV LT592	GAL	TRADITION HOMES	500386426		SND
6	5521 SUMMER BV	GAL	TRADITION HOMES	500405195	ACT	ACT
7	5530 SUMMER BV LT576	GAL	TRADITION HOMES	500386424		SND
8	5533 SUMMER BV	GAL	TIM S MCCORD	500404008	ACT	ACT
9	5541 SUMMER BV	GAL	TRADITION HOMES	500408531	INT	ACT
10	5543 SUMMER BV LT590	GAL	TRADITION HOMES	500387019		SND

11

12

13

14

15

PF1-HELP

PF2-WORK FUNCTION MENU

PF3-QUIT

PF7-BACKWARD

PF8-FORWARD

PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: CLOVERDALE DR GAL

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	5515 CLOVERDALE DR	GAL	JOHN SAIA	500404009	ACT	ACT
2	5530 CLOVERDALE DR	GAL	WILLIAM CHRISTIAN	500404011	ACT	ACT
3	5538 CLOVERDALE DR	GAL	TRADITION HOMES	500421210		NSL
4	5543 CLOVERDALE DR	GAL	DAVID C FORBES	500404012	ACT	ACT
5	5552 CLOVERDALE DR LT578	GAL	TRADITION HOMES	500432173		SND
6	5558 CLOVERDALE DR LT577	GAL	TRADITION HOMES	500411832		SND
7	5560 CLOVERDALE DR	GAL	TRADITION HOMES	500406601	ACT	ACT
8	5568 CLOVERDALE DR LT580	GAL	TRADITION HOMES	500433011		SND
9	5571 CLOVERDALE DR LT587	GAL	TRADITION HOMES	500430268		SND
10	5574 CLOVERDALE DR LT581	GAL	TRADITION HOMES	500432175		SND
11	5596 CLOVERDALE DR	GAL	SCOTT CLINE	500386422	ACT	ACT

12

13

14

15

PF1-HELP

PF2-WORK FUNCTION MENU

PF3-QUIT

PF7-BACKWARD

PF8-FORWARD

PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: STONEY CREEK CT LEW

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	3215 STONEY CREEK CT	LEW	GREG DECAMP	500168396	ACT	ACT
2	3220 STONEY CREEK CT	LEW	LEWIS KIBLING	500168402	ACT	ACT
3	3235 STONEY CREEK CT	LEW	TIMOTHY BUCHANAN	500182209	ACT	ACT
4	3240 STONEY CREEK CT	LEW	STEPHEN J BILLS	500224619	ACT	ACT
5	3255 STONEY CREEK CT	LEW	THOMAS D ROBERTS	500128062	ACT	ACT
6	3260 STONEY CREEK CT	LEW	RICHARD LEE	500136949	ACT	ACT
7	3275 STONEY CREEK CT	LEW	KEITH D ROBERTS	500330567	ACT	ACT
8	3280 STONEY CREEK CT	LEW	STEVE LOY	500187421	ACT	ACT

9
10
11
12
13
14
15

PF1-HELP

PF2-WORK FUNCTION MENU

PF3-QUIT

PF7-BACKWARD

PF8-FORWARD

PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: N OLD STATE RD DEL

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	350 N OLD STATE RD	DEL	JAMES MCCONNELL	500363677	ACT	ACT
	398 N OLD STATE RD	DEL	JAMES MCCONNELL	500192170	ACT	ACT
3	440 N OLD STATE RD	DEL	WILLIAM P BRODERICK	300625332	ACT	ACT
4	501 N OLD STATE RD	DEL	PATRICK MORRIS	500435935		CLU
5	567 N OLD STATE RD	DEL	STEVEN CONKLIN	300291044	ACT	ACT
6	580 N OLD STATE RD	DEL	JOSEPH W POTTER	500159585	ACT	ACT
7	941 N OLD STATE RD	DEL	DON SLAUGHTER	500345698		CLU
8	948 N OLD STATE RD	DEL	DOROTHY WOLFORD	500380121		SND
9	955 N OLD STATE RD	DEL	SUSAN E LIECHTY	300708856	ACT	ACT
10	967 N OLD STATE RD	DEL	LAURA R KLEIN	300291045	ACT	ACT
11	1001 N OLD STATE RD	DEL	ROGER JOHNSON	300638212	ACT	ACT
12	1017 N OLD STATE RD	DEL	PHILLIP VON VILLE	300291047	ACT	ACT
13	1037 N OLD STATE RD	DEL	JOE G BALLARD SR	300291048	ACT	ACT
14	1055 N OLD STATE RD	DEL	JERRY HARDING	500425951		SND
15	1089 N OLD STATE RD	DEL	JERRY HARDING	300291049	ACT	ACT

PF1-HELP

PF2-WORK FUNCTION MENU

PF3-QUIT

PF7-BACKWARD

PF8-FORWARD

PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: N OLD STATE RD DEL

ACCT PREM

PSID STAT STAT

1 ADDRESS
1 1223 N OLD STATE RD

CITY NAME
DEL JOHN KARSHNER

300291046 ACT ACT

3
4
5
6
7
8
9
10
11
12
13
14
15

PF1-HELP

PF2-WORK FUNCTION MENU

PF3-QUIT

PF7-BACKWARD

PF8-FORWARD

PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: S OLD STATE RD LEW

	ADDRESS	CITY	NAME	PSID	ACCT	PREM	STAT	STAT
1	5790 S OLD STATE RD	LEW	JAY DRUMMOND	500125379	ACT		ACT	
2	5820 S OLD STATE RD	LEW	WARREN B HARLAMERT	500266566	ACT		ACT	
3	5846 S OLD STATE RD	LEW	NANCY G POWELL	300723938	ACT		ACT	
4	5937 S OLD STATE RD	LEW	CHARLES DRONSFIELD	500083264	ACT		ACT	
5	6042 S OLD STATE RD	LEW	GEORGE DUFFEY	300724507	ACT		ACT	
6	6057 S OLD STATE RD	LEW	THOMAS S TRIPPETT	500077076	ACT		ACT	
7	6064 S OLD STATE RD	LEW	ARCHIE COMPTON	300706945	ACT		ACT	
8	6083 S OLD STATE RD	LEW	KEVIN D WILLIS	300705617	ACT		ACT	
9	6301 S OLD STATE RD	LEW	ALUM CREEK ELEMENTA	500394353				SND
10	6393 S OLD STATE RD	LEW	STEVE MOSELEY	500197768	ACT		ACT	
11	6411 S OLD STATE RD	LEW	JULIE LEONARD	500197346	ACT		ACT	
12	6651 S OLD STATE RD	LEW	JENNIFER SHEETS	500266784	ACT		ACT	
13	6725 S OLD STATE RD	LEW	MICHAEL R HARRIS	500119582	ACT		ACT	
14	6792 S OLD STATE RD	LEW	MICHAEL TIMMONS	500041464	ACT		ACT	
15	6882 S OLD STATE RD	LEW	THOMAS N FLETCHER	300705615	ACT		ACT	

PF1-HELP

PF2-WORK FUNCTION MENU

PF3-QUIT

PF7-BACKWARD

PF8-FORWARD

PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: S OLD STATE RD LEW

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	6976 S OLD STATE RD	LEW	THOMAS E TATTERSON	500077078	ACT	ACT
	6980 S OLD STATE RD	LEW	DONALD P DILL	300705616	ACT	ACT
3	7040 S OLD STATE RD	LEW	JAMES ADAMS	500077080	ACT	ACT
4	7060 S OLD STATE RD	LEW	STEVEN J MAUCH	500036030	ACT	ACT
5	7080 S OLD STATE RD	LEW	TOM JAMBOSKI	500312101	ACT	ACT
6	7110 S OLD STATE RD	LEW	DENNIS M SUCH	500370921	ACT	ACT
7	7180 S OLD STATE RD	LEW	LEONARD HETER	500213823	ACT	ACT
8	7225 S OLD STATE RD	LEW	JAMES KIRKWOOD	300723937	ACT	ACT
9	7307 S OLD STATE RD	LEW	THE ORANGE TOWNSHIP	300709528	ACT	ACT
10	7307 S OLD STATE RD RR	LEW	ORANGE TWP TRUSTEE	500182868	ACT	ACT
11	8927 S OLD STATE RD	LEW	AL WHARTON	500425016	INT	ACT
12	9181 S OLD STATE RD	LEW	WILLIAM PHILPUT	500430195		SND
13	9235 S OLD STATE RD	LEW	DON CUTTLER	500430196		SND

14
15

PF1-HELP

PF2-WORK FUNCTION MENU

PF3-QUIT

PF7-BACKWARD

PF8-FORWARD

PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: N OLD STATE RD LEW

ACCT PREM

	ADDRESS	CITY	NAME	PSID	STAT	STAT
1	4179 N OLD STATE RD	LEW J	MICHAEL SHEETS	300608479	ACT	ACT

3
4
5
6
7
8
9
10
11
12
13
14
15

PF1-HELP

PF2-WORK FUNCTION MENU

PF3-QUIT

PF7-BACKWARD

PF8-FORWARD

PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: ORANGE RD DEL

	ADDRESS	CITY	NAME	PSID	ACCT	PREM	STAT	STAT
1	151 W ORANGE RD	DEL	TERRY CROSS	500173686	ACT	ACT		
2	176 W ORANGE RD	DEL	? #	500032227		NSL		
3	210 W ORANGE RD	DEL	MANUEL RADCLIFF	500032228	ACT	ACT		
4	292 W ORANGE RD	DEL	BRENT A CULVER	500032230	ACT	ACT		
5	298 W ORANGE RD	DEL	SCOTT MALENKY	500032232	ACT	ACT		
6	377 W ORANGE RD	DEL	JOHN COUGHLIN	500327000	ACT	ACT		
7	588 W ORANGE RD	DEL	STAN ROBINETT	500076297	ACT	ACT		
8	720 W ORANGE RD	DEL	DANIEL SPOHN	500330388	ACT	ACT		
9	730 W ORANGE RD	DEL	BRUCE LANGHIRT	500060294	ACT	ACT		
10	777 W ORANGE RD	DEL	GRACE DUNLEVY	500213230	ACT	ACT		
11	782 W ORANGE RD	DEL	NAOMI DEMPSEY	500060295	ACT	ACT		
12	782 W ORANGE RD	DEL	? ?	500061180		NSL		
13	860 W ORANGE RD	DEL	RICHARD SCHROCK	500326255	ACT	ACT		
14	7950 W ORANGE RD	DEL	DONALD SMOTHERS	500062005		NSL		
15								

PF1-HELP

PF2-WORK FUNCTION MENU

PF3-QUIT

PF7-BACKWARD

PF8-FORWARD

PF12-INFO

OPEN, RETURN
SEARCH CODE

DISK

SEARCH ROUTINE
CUST ADDRESS: ORANGE RD LEW

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	ORANGE RD	LEW	VILLAGE OF OAK CREE	500385281		CLU
2	100 E ORANGE RD	LEW	WORTHINGTON COMMUNI	300625845	ACT	ACT
	136 E ORANGE RD	LEW	FRED ALBRIGHT	500083621		PNS
	136 E ORANGE RD	LEW	THE FINISHING TOUCH	500091162	ACT	ACT
5	350 E ORANGE RD	LEW	MARY ENGLISH	300657891	ACT	ACT
6	1266 E ORANGE RD	LEW	ELSIE HOLCOMB	300706072	ACT	ACT
7	1326 E ORANGE RD	LEW	JOHN HUMPHRIES	300725945	ACT	ACT
8	1372 E ORANGE RD	LEW	KEVIN R MCCLURE	300705614	ACT	ACT
9	1400 E ORANGE RD	LEW	PAMELA S CHAFFIN	500220240	ACT	ACT
10	1530 E ORANGE RD	LEW	BRIAN J FARRELL	500263194	ACT	ACT
11	1675 E ORANGE RD	LEW	RONALD M GRAHAM	300705618	ACT	ACT
12	1680 E ORANGE RD	LEW	GAIL W HOLDERMAN	500034291	ACT	ACT
13	1755 E ORANGE RD	LEW	CAROL WILKINS	500079204		NSL
14	1870 E ORANGE RD	LEW	MICHAEL A CHIPPERFI	300727291	ACT	ACT
15	2001 E ORANGE RD	LEW	KENT HASTINGS	500276929	ACT	ACT

PF1-HELP PF2-WORK FUNCTION MENU PF3-QUIT
PF7-BACKWARD PF8-FORWARD PF12-INFO

EXHIBIT 4

RELOCATING PIPELINE AGREEMENT

AGREEMENT made this _____ day of _____, 19____, by and between COLUMBIA GAS OF OHIO, INC., hereinafter called "Columbia", an Ohio corporation with a mailing address of P.O. Box 117, Columbus, Ohio 43216, and H.P. LIMITED PARTNERSHIP, hereinafter called "H.P. LIMITED", an Ohio Limited Partnership with a mailing address of 1075 Polaris Parkway, Columbus, Ohio 43260-2002.

WHEREAS, H.P. Limited has requested that Columbia relocate a portion of its existing gas distribution pipeline currently located on Lazelle Road in Columbus, Ohio to enhance the development of the POLARIS Centers of Commerce; and

WHEREAS Columbia has agreed to relocate said distribution pipeline;

NOW THEREFORE, in consideration of the actual covenants and covenants contained herein, Columbia and H.P. Limited mutually covenant and agree as follows:

1. Columbia will relocate a portion of its existing gas distribution pipeline on Lazelle Road in the vicinity of the POLARIS Centers of Commerce development to enable H.P. Limited to develop the POLARIS Centers of Commerce. The relocation will be done in accordance with the work orders attached hereto as Attachment A and further identified as Job Order Number 92-013-7343-00 and Job Order Number 92-013-7344-00. All construction will be done in accordance with Columbia's usual and customary pipeline construction practices.

2. In consideration for the relocation of a portion of Columbia's existing distribution pipeline, W.P. Limited will pay Columbia Refundable Relocation Expense Deposit in the amount of Twenty-five Thousand, Five Hundred Seventy-Three Dollars (\$25,573.98). The Relocation Expense Deposit shall be subject to the refund provisions of Paragraph 5 of this Agreement.

3. W.P. Limited has provided Columbia, at no cost to Columbia, a right-of-way satisfactory to Columbia and adequate for Columbia to install and maintain pipeline along the length of Sarcus Boulevard, which is located within the POLARIS Centers of Commerce development.

4. All relocated pipeline facilities and appurtenant equipment and any facilities installed on Sarcus Boulevard shall be and will remain the property of Columbia, and Columbia reserves the right to provide taps and to make additional or lateral extensions from such facilities without right of refund to W.P. Limited, except as provided in Paragraph 5 hereof.

5. W.P. Limited shall be entitled to a refund of its Refundable Relocation Expense Deposit, based upon the number of commercial accounts which are located within the POLARIS Centers of Commerce development on the west side of Interstate 71 and which take natural gas service from Columbia. For each such commercial account, W.P. Limited shall be entitled to a refund equal to the

difference between the Maximum Allowable Investment which Columbia calculates it can economically invest to serve such commercial account less the Minimum Plant Investment which Columbia calculates it must make to serve such account. These calculations shall be done in accordance with Columbia's usual and customary commercial account economic evaluation practices. The resulting amount shall be the per-customer refund which shall be paid to N.P. Limited on a quarterly basis following the placement of individual meters at said commercial account.

On a quarterly basis, Columbia shall calculate the number of gas meters installed within that same quarterly period to serve new commercial accounts located in that portion of the ~~South~~ Centers of Commerce development which is west of Interstate 71 and within ninety (90) days of completing that calculation, Columbia shall issue a refund payment to N.P. Limited, calculated in accordance with this Paragraph 5.

The total amount refunded to N.P. Limited over the term of this Agreement shall not exceed the total Refundable Relocation Expense Deposit made by N.P. Limited, and refunds will only be made based upon meters set on or before November 9, 1977. Columbia shall retain any portion of the Refundable Relocation Expense Deposit which has not been refunded to N.P. Limited pursuant to the terms of this Agreement.

6. Notice and payments required or contemplated under this Agreement should be made in the following manner:

(a) To Columbia.

Payments and Notice to:

Columbia Gas of Ohio, Inc.
961 East Goodale Boulevard
Columbus, OH 43214

(b) To M.P. Limited.

M.P. Limited Partnership
1675 Polaris Parkway
Columbus, OH 43260-2002

Attn: Robert C. Schels

7. This agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized agents, executed this Agreement as of the date and year first written above.

COLUMBIA GAS OF OHIO, INC.

By: _____

Its: _____

Attest: _____

M.P. LIMITED PARTNERSHIP

By: Robert C. Schels

Its: General Partner

Attest: Lisa A. McLeary

Columbia Gas of Ohio, Inc.

Proposed Tariff Language

SECTION III - PHYSICAL PROPERTY

23.

* * *

(b) Customer Service Line

The customer service line consists of the pipe from the outlet of the curb cock to and including the meter connection. The customer shall own and maintain the customer service line. The Company shall have the right to prescribe the size, location and termination points of the customer's service line. The Company shall have no obligation to install, maintain or repair said customer service line.

28. House Piping. The customer shall own and maintain the house piping from the outlet of the meter to gas burning appliances. The Company shall have no obligation to install, maintain or repair said piping.

29. Appliances. The customer shall own and maintain all gas-burning appliances. The Company shall have no obligation to install, maintain, or repair appliances.

SECTION III - PHYSICAL PROPERTY

23. Service Lines. The general term "service pipe" or "service line" is commonly used to designate the complete line or connection from the Company main up to and including the meter connection. It consists of two distinct parts, (a) the service line connection, and (b) the customer service line.

(a) Service Line Connection

The service line connection consists of the connection at the main, necessary pipe and appurtenances to extend to the property line or the curb cock location, curb cock, and curb box. This connection shall be made by the Company, or its representative, without cost to the customer and it remains the property of the Company.

(b) Customer Service Line

The customer service line consists of the pipe from the outlet of the curb cock to and including the meter connection. The customer shall own and maintain the customer service line. The Company shall have the right to prescribe the size, location, and termination points of the customer's service line. The Company shall have no obligation to install, maintain, or repair said customer service line.

24. Meter Furnished. The Company will furnish each customer with a meter of such size and type as the Company may determine will adequately serve the customer's requirements and such meter shall be and remain the property of the Company and the Company shall have the right to replace it as the Company deems necessary.
25. Meter Location. The Company shall determine the location of the meter. When changes in a building or arrangements therein render the meter inaccessible or exposed to hazards, the Company may require the customer, at the customer's expense, to relocate the meter setting together with any portion of the customer's service line necessary to accomplish such relocation.
26. Only Company Can Connect Meter. The owner or customer shall not permit anyone who is not an authorized agent of the Company to connect or disconnect the Company's meters, regulators, or gauges or in any way alter or interfere with the Company's meters, regulators, or gauges.
27. House Piping. The customer shall own and maintain the house piping from the outlet of the meter to gas-burning appliances. The Company shall have no obligation to install, maintain, or repair said piping.
28. Appliances. The customer shall own and maintain all gas-burning appliances. The Company shall have no obligation to install, maintain, or repair appliances.
29. Standards for Customer's Property. The customer's service line, house lines, fittings, valve connections, and appliance venting shall be installed with materials and

workmanship which meet the reasonable requirements of the Company and shall be subject to inspection or test by the Company. The Company shall have no obligation to establish service until after such inspection and test demonstrate compliance with such requirements of the Company with respect to the facilities in place at the time of the test.

The first inspection or test at any premises, including both service lines and house lines, shall be without charge. In the case of leak, error, patent defect, or other unsatisfactory condition resulting in the disapproval of the line by the Company, the necessary correction shall be made at the customer's expense and then the lines will be inspected and tested again by the Company. Each additional inspection and test, when required after correction, shall be subject to a charge covering the cost thereof.

30. Discontinuance of Supply on Notice of Defect in Customer's Property. If the customer's service line, other gas lines, fittings, valves, connections, gas appliances, or equipment on a customer's premises are defective or in such condition as to constitute a hazard, the Company, upon notice to it of such defect or condition, may discontinue the supply of gas to such appliances or equipment or to such service line or such other gas lines until such defect or condition has been rectified by the customer, in compliance with the reasonable requirements of the Company.

31. No Responsibility for Material or Workmanship. The Company is not responsible for maintenance of, or any imperfect material or defective or faulty workmanship in the customer's service line, house lines, fittings; valve connections, equipment, or appliances and is not

RELEASE AND COVENANT NOT TO SUE

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,
KNOW THAT COLUMBIA GAS OF OHIO, INC., 200 Civic Center Drive, Columbus, Ohio, on behalf of itself and its controlled affiliates, divisions, members, officers, directors, shareholders, agents, and attorneys (and the respective predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing) (herein separately and collectively, the "Releasor"), in consideration of good and valuable consideration received from SUBURBAN NATURAL GAS COMPANY, 274 East Front Street, Cygnet, Ohio ("Suburban"), the receipt and sufficiency of which is hereby acknowledged, hereby releases and forever discharges Suburban and its controlled affiliates, divisions, members, officers, directors, shareholders, agents, and attorneys (and the respective predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing) (herein separately and collectively, the "Releasee") from any and all claims, causes of action and suits, obligations, or liabilities of any nature whatsoever, in law or in equity, costs, expenses, or compensation for or on account of any damages, loss, or injury, whether now known or unknown, which the Releasor ever had or now has from the beginning of the world to the execution date of this Release.

Releasor further covenants and agrees that it will forever refrain from instituting, reinstating, or prosecuting any action or proceeding against Releasee upon any claims, causes of action and suits, obligations, or liabilities of any nature whatsoever, in law or equity, costs, expenses, or compensation for any damages, loss, or injury, whether or not now or hereafter known, suspected, or claimed which Releasor ever hereafter can, shall, or may have or allege against Releasee constituting, relating to, or based on (1) Columbia's Buckeye Builder program, the Scarlet Builder program, the Gray Builder program, the High Volume Single Family Builder program, the Mark of Efficiency program, or any program substantially similar to such programs offered by Releasee, and (2) the direct or indirect payments for customer service lines, house piping, and appliances (collectively, the "Settled Claims") forevermore after the date of this Release, except any claims that might be asserted against Releasee in common law tort (other than a claim alleging unfair competition, which does not include interference with contractual relations or prospective business relations).

Releasor represents and warrants that it has duly considered, approved, and authorized the Second Amended Joint Petition, Application, and Stipulation and Recommendation of Columbia Gas of Ohio, Inc. and Suburban Natural Gas Company dated _____, 1995 (the

"Agreement") and this Release and Covenant Not to Sue, has taken all necessary actions for the Agreement and this Release and Covenant Not to Sue to be valid and binding and warrants that the execution of the Agreement and this Release and Covenant Not to Sue by the undersigned signatories on behalf of Columbia Gas of Ohio, Inc. binds and commits Columbia Gas of Ohio, Inc. and its controlled affiliates, divisions, officers, directors, employees, agents, and attorneys (and the predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing).

Releasor represents and warrants that Releasor has not sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand, or cause of action of any party thereof relating to any matter covered by this Release and Covenant Not to Sue and agrees to indemnify Releasee against any and all claims by third persons resulting from such sale, assignment, transfer, conveyance, or other disposition.

Nothing in this Release and Covenant Not to Sue affects or otherwise alters any liability of any party for any breach of the Agreement.

This Release and Covenant Not to Sue shall not be altered or modified in any way except by written consent of authorized representatives of Releasor and Releasee.

In the event that the Public Utilities Commission of Ohio fails to approve the Agreement or any part thereof,

this Release and Covenant Not to Sue shall be null and void.

This Release and Covenant Not to Sue shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, Releasor has caused this Release and Covenant Not to Sue to be executed by its duly authorized officers as of _____, 1995.

COLUMBIA GAS OF OHIO, INC.

By: _____

RELEASE AND COVENANT NOT TO SUE

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT SUBURBAN NATURAL GAS COMPANY, 274 East Front Street, Cygnet, Ohio, on behalf of itself and its controlled affiliates, divisions, members, officers, directors, shareholders, agents, and attorneys (and the respective predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing) (herein separately and collectively, the "Releasor"), in consideration of good and valuable consideration received from COLUMBIA GAS OF OHIO, INC., 200 Civic Center Drive, Columbus, Ohio ("Columbia"), the receipt and sufficiency of which is hereby acknowledged, hereby releases and forever discharges Columbia and its controlled affiliates, divisions, members, officers, directors, shareholders, agents, and attorneys (and the respective predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing) except Columbia Gas Transmission Corporation (herein separately and collectively, the "Releasee") from any and all claims, causes of action and suits, obligations, or liabilities of any nature whatsoever, in law or in equity, costs, expenses, or compensation for or on account of any damages, loss, or injury, whether now known or unknown, which the Releasor ever had or now has from the beginning of the world to the execution date of this Release constituting, relating to, or based on (1) the Buckeye Builder program, the Scarlet Builder program, the Gray Builder program,

the High Volume Single Family Builder program, the Mark of Efficiency program, or any program substantially similar to such programs offered by Releasee, and (2) the direct or indirect payments for customer service lines, house piping, and appliances (collectively, the "Settled Claims") .

Releasor further covenants and agrees that it will forever refrain from instituting, reinstating, or prosecuting any action or proceeding against Releasee upon any claims, causes of action and suits, obligations, or liabilities of any nature whatsoever, in law or equity, costs, expenses, or compensation for any damages, loss, or injury, whether or not now or hereafter known, suspected, or claimed which Releasor ever hereafter can, shall, or may have or allege against Releasee constituting, relating to, or based on (1) the Buckeye Builder program, the Scarlet Builder program, the Gray Builder program, the High Volume Single Family Builder program, the Mark of Efficiency program, or any program substantially similar to such programs offered by Releasee, and (2) the direct or indirect payments for customer service lines, house piping, and appliances (collectively, the "Settled Claims") forevermore after the date of this Release, except any claims that might be asserted against Releasee in common law tort (other than a claim alleging unfair competition, which does not include interference with contractual relations or prospective business relations).

This Release and Covenant Not to Sue shall not be asserted as a defense to or bar against any claim, cause of action, or suit by Releasor against Releasee involving activities after the

date of this Release and Covenant Not to Sue and within the area of Delaware County bounded by U.S. Route 23 on the west, Lazelle Road on the south, Alum Creek Reservoir and Interstate 71 on the east, and U.S. Route 36 and State Route 37 on the north.

Releasor represents and warrants that it has duly considered, approved, and authorized the Second Amended Joint Petition, Application, and Stipulation and Recommendation of Columbia Gas of Ohio, Inc. and Suburban Natural Gas Company dated _____, 1995 (the "Agreement") and this Release and Covenant Not to Sue, has taken all necessary actions for the Agreement and this Release and Covenant Not to Sue to be valid and binding and warrants that the execution of the Agreement and this Release and Covenant Not to Sue by the undersigned signatories on behalf of Suburban Natural Gas Company binds and commits Suburban Natural Gas Company and its controlled affiliates, divisions, officers, directors, employees, agents, and attorneys (and the predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing).

Releasor represents and warrants that Releasor has not sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand, or cause of action of any party thereof relating to any matter covered by this Release and Covenant Not to Sue and agrees to indemnify Releasee against any and all claims by third persons resulting from such sale, assignment, transfer,

conveyance, or other disposition.

Nothing in this Release and Covenant Not to Sue affects or otherwise alters any liability of any party for any breach of the Agreement.

This Release and Covenant Not to Sue shall not be altered or modified in any way except by written consent of authorized representatives of Releasor and Releasee.

In the event that the Public Utilities Commission of Ohio fails to approve the Agreement or any part thereof, this Release and Covenant Not to Sue shall be null and void. This Release and Covenant Not to Sue shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, Releasor has caused this Release and Covenant Not to Sue to be executed by its duly authorized officers as of _____, 1995.

SUBURBAN NATURAL GAS COMPANY

By: _____
David L. Pemberton, President

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint)	
of Suburban Natural Gas Company,)	
)	
Complainant,)	
vs.)	Case No. 13-1216-GA-CSS
)	
Columbia Gas of Ohio, Inc.,)	
)	
Respondent.)	

SUBURBAN NATURAL GAS COMPANY'S RESPONSES AND OBJECTIONS TO
COLUMBIA GAS OF OHIO, INC.'S FIRST SET OF DISCOVERY REQUESTS

Suburban Natural Gas Company ("Suburban") provides the following responses and objections to Columbia Gas of Ohio, Inc.'s ("Columbia") First Set of Discovery Requests:

GENERAL OBJECTIONS

1. Suburban objects to Columbia's Interrogatories and Requests for Production of Documents to the extent they seek to elicit information or documents protected by the attorney-client privilege or work product privilege.
2. Suburban objects to the Interrogatories and Requests for the Production of Documents to the extent that they seek to impose upon it a duty to update or supplement its responses greater than the duty imposed by Ohio Adm. Code 4901-1-16(D).
3. Suburban objects to the Requests for the Production of Documents to the extent that they seek to impose upon it a duty to produce certified copies of the documents or to satisfy any other requirement not set forth in Ohio Adm. Code 4901-1-20.



4. Suburban objects to Columbia's Interrogatories and Requests for Production of Documents to the extent they seek to impose upon it the duty to consult with, or search the files of, every Suburban officer, director, representative, employee, assign, attorney or agent, beyond those persons readily identifiable by reasonable means as likely to possess responsive information or documents.

5. Suburban objects to Columbia's definitions of "Distribution facilities" and "Northern Loop" on the grounds that they are vague and ambiguous.

6. Suburban submits these responses without conceding the relevancy or materiality of the information provided and without prejudice to its right to object to further discovery or to object to the admissibility of any additional proof on the subject matter of any response at the time of hearing.

7. These General Objections apply to each and every Suburban response to Columbia's Interrogatories and Requests for the Production of Documents regardless of whether they are specifically referenced in the response.

INTERROGATORIES

Interrogatory No. 1: State your position as to the meaning of the phrase "in any of the areas described" as it appears in paragraph A.10 on page 7 of the Stipulation.

RESPONSE: Objection. This Interrogatory is vague and calls for Suburban to state its "position" on an isolated phrase in a clear, unambiguous contract contrary to well-established principles of contract law. Subject to and without waiving the objection, Delaware and Franklin Counties. *See also* Suburban's Memorandum Contra Columbia's Motion to Dismiss; Suburban's Motion for Judgment on the Pleadings; Suburban's Reply in Support of Motion for Judgment on the Pleadings.

Interrogatory No. 2: State your position as to the meaning of the phrase "said areas" as it appears in paragraph A.10 on page 7 of the Stipulation.

RESPONSE: Objection. This Interrogatory is vague and calls for Suburban to state its "position" on an isolated phrase in a clear, unambiguous contract contrary to well-established principles of contract law. Subject to and without waiving the objection, southern Delaware and northern Franklin Counties. *See also* Suburban's Memorandum Contra Columbia's Motion to Dismiss; Suburban's Motion for Judgment on the Pleadings; Suburban's Reply in Support of Motion for Judgment on the Pleadings.

Interrogatory No. 3: Describe by street boundaries or other identifiable landmarks, such as rivers, water bodies or railroad tracks, your position as to the meaning of the phrase "southern Delaware and northern Franklin Counties" as it appears in paragraph A.10 of the Stipulation.

RESPONSE: Objection. This Interrogatory is vague, overly broad, calls for Suburban to state its "position" on an isolated phrase in a clear, unambiguous contract contrary to well-established principles of contract law, and seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the objection, "southern Delaware County" encompasses the area south of U.S. Route 36 and State Route 37. *See also* Suburban's Memorandum Contra Columbia's Motion to Dismiss; Suburban's Motion for Judgment on the Pleadings; Suburban's Reply in Support of Motion for Judgment on the Pleadings.

Interrogatory No. 4: Identify any document of which you are aware that identifies the area you describe in your response to Interrogatory No. 3 as "southern Delaware and northern Franklin Counties."

RESPONSE: Objection. This Interrogatory is vague, unduly burdensome, overly broad, calls for Suburban to state its "position" on an isolated phrase in a clear, unambiguous contract contrary to well-established principles of contract law, and seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the objection, documents of which Suburban is aware that identify "southern Delaware County" include the Joint Petition (and drafts thereof); the Amended Joint Petition (and drafts thereof); the Stipulation (and drafts thereof); and maps of Delaware County. *See also* Suburban's Memorandum Contra Columbia's Motion to Dismiss; Suburban's Motion for Judgment on the Pleadings; Suburban's Reply in Support of Motion for Judgment on the Pleadings.

Interrogatory No. 5: Is it your contention that paragraph A.10 of the Stipulation prohibits Columbia from using the Northern Loop to transport gas to retail and end user customers in "southern Delaware and northern Franklin Counties" as that phrase is defined in your answer to Interrogatory No. 3?

RESPONSE: Objection. This Interrogatory is vague, unduly burdensome, overly broad, calls for Suburban to state its "contention" on an isolated paragraph in a clear, unambiguous contract contrary to well-established principles of contract law, misuses a term of art, and seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the objection, the plain-language of paragraph A.10 does not restrict Columbia's ability to

compete in southern Delaware County – Columbia may install mains, service lines, and any other infrastructure necessary to compete with Suburban there – but Columbia may not use the Northern Loop to supply gas to such facilities or to customers. *See also* Suburban's Complaint; Suburban's Memorandum Contra Columbia's Motion to Dismiss; Suburban's Motion for Judgment on the Pleadings; Suburban's Reply in Support of Motion for Judgment on the Pleadings.

Interrogatory No. 6: Is it your contention that the Stipulation does not prohibit Columbia from providing gas to retail and end user customers located in "southern Delaware and northern Franklin Counties," as that phrase is defined in your answer to Interrogatory No. 3, so long as the gas delivered to those customers is not transported through the Northern Loop?

RESPONSE: Objection. This Interrogatory is vague, unduly burdensome, overly broad, calls for Suburban to state its "contention" on a clear, unambiguous contract contrary to well-established principles of contract law, misuses a term of art, and seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the objection, *see* Response to Interrogatory No. 5.

Interrogatory No. 7: If your answer to Interrogatory No. 5 is affirmative, state whether the prohibition you contend is imposed by the Stipulation applies regardless of the portion of the gas delivered to the customer that is transported through the Northern Loop?

RESPONSE: *See Objection and Response to Interrogatory No. 5.*

Interrogatory No. 8: If your answer to Interrogatory No. 5 is affirmative, state whether the prohibition you contend is imposed by paragraph A.10 of the Stipulation applies even though the gas flows to the retail or end user customer from the Northern Loop only on a sporadic or intermittent basis?

RESPONSE: *See Objection and Response to Interrogatory No. 5.*

Interrogatory No. 9: Is it your contention that the Stipulation prohibits Columbia from using the Northern Loop to transport gas to distribution facilities it owns in "southern Delaware and northern Franklin Counties" as that phrase is defined in your answer to Interrogatory No. 3?

RESPONSE: *See Objection and Response to Interrogatory No. 5.*

Interrogatory No. 10: Is it your contention that the Stipulation prohibits Columbia from using the Northern Loop to transport gas to distribution facilities it owns in "southern Delaware and northern Franklin Counties," as that phrase is defined in your answer to Interrogatory No. 3, if those distribution facilities are used to serve retail or end user customers in any part of "southern Delaware and northern Franklin Counties" as that phrase is defined by you?

RESPONSE: *See Objection and Response to Interrogatory No. 5.*

Interrogatory No. 11: If your answer to Interrogatory No. 10 is negative, describe your contention that paragraph A.10 of the Stipulation limits the facilities to which Columbia can transport gas using the Northern Loop by identifying the types of facilities and the geographic areas affected by the limitation you contend is imposed by paragraph A.10 of the Stipulation?

RESPONSE: *See* Objections and Responses to Interrogatory Nos. 3 and 5.

Interrogatory No. 12: If your answer to Interrogatory No. 10 is affirmative, state whether the prohibition you contend is imposed by paragraph A.10 of the Stipulation applies regardless of what portion of the gas delivered to the distribution facilities is transported through the Northern Loop?

RESPONSE: *See* Objection and Response to Interrogatory No. 5.

Interrogatory No. 13: If your answer to Interrogatory No. 10 is affirmative, state whether the prohibition you contend is imposed by paragraph A.10 of the Stipulation applies even though the gas flows to the distribution facilities from the Northern Loop only on a sporadic or intermittent basis?

RESPONSE: *See* Objection and Response to Interrogatory No. 5.

Interrogatory No. 14: How many Suburban customers located in "southern Delaware and northern Franklin Counties," as that phrase is defined in your answer to Interrogatory No. 3, receive gas, directly or indirectly, from distribution systems connected to the Northern Loop?

RESPONSE: *See* Objection to Interrogatory No. 3. Subject to and without waiving the objection, Suburban is without sufficient knowledge or information to respond fully to this Interrogatory. *See also* Columbia's Revised Response to Suburban's Request for Admission No. 2.

Interrogatory No. 15: Identify by address the location of the Suburban customers located in southern Delaware County and northern Franklin Counties, as that phrase is defined in your answer to Interrogatory No. 3, receiving gas, directly or indirectly, from distribution systems connected to the Northern Loop?

RESPONSE: *See* Objection and Response to Interrogatory No. 14.

Interrogatory No. 16: Identify each person with knowledge of the facts relating to the subject matter of the allegations in the Complaint.

RESPONSE: Objection. This Interrogatory is overly broad and unduly burdensome. Subject to and without waiving the objection, David L. Pemberton, Sr., David L. Pemberton, Jr., Andrew J. Sonderman, William R. Case, and Stuart W. Gold, Aaron Roll, Sam Reda, and Gary Messick have knowledge regarding Columbia tapping the Northern Loop to serve customers on Jaycox Road.

Interrogatory No. 17: State the name and address of each person whom you expect to call as a lay witness at the trial of this case, and briefly summarize each person's expected testimony.

RESPONSE: Suburban has not yet determined who it will call to testify at the hearing of this matter.

Interrogatory No. 18: State the name and address of each person that you plan to call as an expert at the trial of this matter. For each such person, state separately:

Suburban has not yet determined whether it will call an expert to testify at the hearing of this matter. Suburban will supplement this response if it later determines that it will present expert testimony from a third party.

A. The person's area of expertise.

RESPONSE:

B. The subject matter in which the person is expected to testify.

RESPONSE:

C. Whether the person has submitted a written statement or report.

RESPONSE:

D. The date of any such report or statement that was submitted.

RESPONSE:

Interrogatory No. 19: Identify the person(s) responding to these discovery requests.

RESPONSE: David L. Pemberton, Sr.

Interrogatory No. 20: Identify each person consulted in preparing the responses to these discovery requests and specify the discovery request(s) on which each such person consulted.

RESPONSE: None.

REQUESTS FOR ADMISSION

Request for Admission No. 1: Admit that you drafted the language that appears in paragraph A.10 of the Stipulation.

RESPONSE: Objection. This Request for Admission is vague. Subject to and without waiving the objection, Deny.

Request for Admission No. 2: Admit that the phrase "southern Delaware and northern Franklin Counties" is not defined in the Stipulation.

RESPONSE: Objection. This Request for Admission is overly broad, assumes a definition other than plain and ordinary meaning, and seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the objection, admit that the Stipulation does not contain a definition separate from the plain and ordinary meaning.

Request for Admission No. 3: Admit that Suburban has not provided gas service to customers in Franklin County, Ohio, since the time that it transferred the portion of what is known as the ARCO line lying in Franklin County to Columbia pursuant to the Stipulation.

RESPONSE: Objection. This Request for Admission seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the objection, Admit.

Request for Admission No. 4: Admit that Suburban has delivered gas transported through the Northern Loop to retail and end user customers located in "southern Delaware and northern Franklin Counties" as that phrase is defined by Suburban in response to Interrogatory No. 3.

RESPONSE: Objection. This Request for Admission is vague, overly broad, misuses a term of art, and seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the objection, Suburban has made reasonable inquiry and the information known or readily obtainable by Suburban is insufficient to enable Suburban to admit or deny. *See also* Columbia's Revised Response to Suburban's Request for Admission No. 2.

Request for Admission No. 5: Admit that the portion of Jaycox Road that extends east from Interstate 71 is not included in the "vicinity of the transferred facilities" as that phrase was defined in paragraph A.9 of the Joint Petition.

RESPONSE: Objection. This Request for Admission is vague, overly broad, and seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the objection, Deny.

Request for Admission No. 6: Admit that the portion of Jaycox Road that extends east from Interstate 71 is not included in the area bounded by U.S. Route 23 on the west, Lazelle Road on the south, Alum Creek Reservoir and Interstate 71 on the east, and U.S. Route 36 and State Route 37 on the north.

RESPONSE: Objection. This Request for Admission seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the objection, Admit.

Request for Admission No. 7: Admit that the document attached as Exhibit A to this First Set of Discovery Requests to Suburban is a true and accurate copy of the "Ancillary Covenants and Agreement Relating to the Amended Joint Petition, Application and Stipulation" that was prepared in connection with the Amended Joint Petition.

RESPONSE: Objection. This Request for Admission seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the objection, Suburban has made reasonable inquiry and the information known or readily obtainable by Suburban is insufficient to enable Suburban to admit or deny.

REQUESTS FOR THE PRODUCTION OF DOCUMENTS

Request for Production No. 1: Produce all non-identical copies of the Joint Petition, including drafts of the Joint Petition.

RESPONSE: Objection. This Request for Production is overly broad and unduly burdensome. Subject to and without waiving the objection, responsive, non-privileged documents are enclosed.

Request for Production No. 2: Produce all non-identical copies of the Stipulation or drafts of the Stipulation.

RESPONSE: Objection. This Request for Production is overly broad and unduly burdensome. Subject to and without waiving the objection, responsive, non-privileged documents are enclosed.

Request for Production No. 3: Produce all non-identical copies of any proposed ancillary covenants and agreements prepared in connection with the Amended Joint Petition, including drafts.

RESPONSE: Objection. This Request for Production is overly broad, unduly burdensome, and seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the objection, responsive, non-privileged documents are enclosed.

Request for Production No. 4: Produce all notes, correspondence or other documents that contain, record, summarize, or reference meetings or communications between Suburban and Columbia regarding the Joint Petition or Stipulation.

RESPONSE: Objection. This Request for Production is overly broad, unduly burdensome, seeks information protected by the attorney-client privilege and work product doctrine, and seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the objection, responsive, non-privileged documents are enclosed.

Request for Production No. 5: Produce all notes, correspondence or other documents that contain, record, summarize or reference meetings or communications between Suburban and any commissioner or employee of the Public Utilities Commission of Ohio related to the Joint Petition or Stipulation.

RESPONSE: Objection. This Request for Production is overly broad, unduly burdensome, seeks information protected by the attorney-client privilege and work product doctrine, and seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the objection, responsive, non-privileged documents are enclosed.

Request for Production No. 6: Produce all notes or documents that contain, record, summarize or reference internal Suburban meetings or communications related to the Joint Petition or Stipulation.

RESPONSE: Objection. This Request for Production is overly broad, unduly burdensome, seeks information protected by the attorney-client privilege and work product doctrine, and seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the objection, responsive, non-privileged documents are enclosed.

Request for Production No. 7: Produce all documents that reference or relate to the Joint Petition or Stipulation to the extent not produced in response to Requests for Production Nos. 1 through 6.

RESPONSE: Objection. This Request for Production is overly broad, unduly burdensome, seeks information protected by the attorney-client privilege and work product doctrine, and seeks information that is neither relevant nor reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the objection, responsive, non-privileged documents are enclosed.

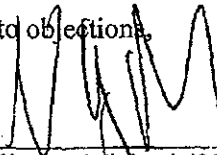
Request for Production No. 8: Produce all documents identified in your response to Interrogatory No. 4.

RESPONSE: Objection. This Request for Production is overly broad and unduly burdensome. Subject to and without waiving the objection, responsive, non-privileged documents are enclosed.

Request for Production No. 9: Produce all documents relating to, referring to, evidencing, or supporting in any way, an antitrust analysis of a) paragraph A.10 of the Stipulation, b) the Stipulation, c) the Joint Petition or d) the Amended Joint Petition.

RESPONSE: Objection. This Request for Production is overly broad, unduly burdensome, and seeks information protected by the attorney-client privilege and the work product doctrine. Subject to and without waiving the objection, responsive documents are enclosed.

As to objection,



William J. Michael (0070921)
General Counsel
Suburban Natural Gas Company
2626 Lewis Center Road
Lewis Center, Ohio 43035
Tel: 740-548-2450
Fax: 740-548-2455
bmichael@sngco.com

AFFIDAVIT

STATE OF FLORIDA)

COLLIER COUNTY)

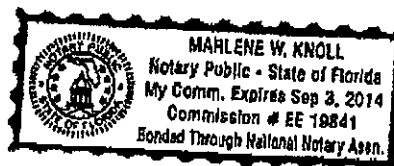
I, David L. Pemberton after being duly sworn according to law, depose
and state that the answers to the foregoing Interrogatories are true and accurate
to the best of my knowledge and belief.

Further Affiant sayeth naught.

David L. Pemberton
Affiant

Sworn and subscribed to me this 11 day of February, 2014.

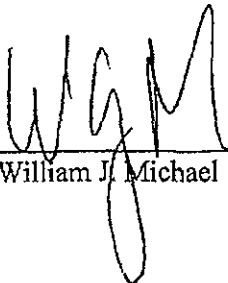
Mahlene W. Knoll
Notary



CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing Suburban's Responses to Columbia Gas of Ohio, Inc.'s First Set of Discovery Requests were served upon the following counsel of record via hand delivery this 17th day of February 2014.

Daniel R. Conway, Esq.
Kathleen M. Trafford, Esq.
Porter Wright Morris & Arthur, LLP
41 S. High Street
Columbus, OH 43215



William J. Michael

DAVID L. PEMBERTON

ATTORNEY AT LAW

2626 LEWIS CENTER ROAD
CALENA, OHIO 43021-9736

TELEPHONE
614-548-5654

September 15, 1994

Wallace R. Barnes, Esquire
Columbia Gas of Ohio, Inc.
200 Civic Center Drive
P. O. Box 117
Columbus, OH 43216-0117

Dear Wally:

I have reviewed the Amended Joint Petition, etc. you faxed last Thursday and would suggest the following changes:

1. Page 3: Insert "and" after Paragraph (1); place period after Paragraph (2); and eliminate Paragraph (3).
2. Page 4: Substitute "Braumiller Road" for "the Norfolk & Western Railroad tracks" in Paragraph 2.c. *Also, eliminate agreement - last sentence or para. 1 of ancillary agreement.*
3. Page 7: Eliminate first sentence. Suburban is already serving Capital Tool.
4. Page 9: Change heading "Additional Recommendations" to "Miscellaneous Provisions" and eliminate Paragraphs 1 and 2.
5. Page 10: Renumber Paragraphs 3, 4, 5, and 6 to 1, 2, 3, and 4.

*Revised
Ex. 7
Note: Releases
cannot preclude
Subs. no. 5, future
violation of law.*

I am transmitting herewith a document captioned "Ancillary Covenants And Agreement Relating To Amended Joint Petition, Application, And Stipulation". That document attempts to accomplish the following:

1. Except for minor stylistic changes, incorporate verbatim the covenant not to compete provisions of the original Stipulation.
2. Transfer and retain some of the language from the original Stipulation regarding the alternative dispute resolution procedure we discussed and you included in Paragraph C.2 of the Amended Joint Petition.



SNG 0539

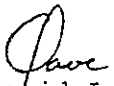
Wallace R. Barnes, Esquire
Page 2
September 15, 1994

3. Retain the limitations agreed upon regarding Columbia's use of the proposed Lewis Center Road transmission line.

The major differences in our approaches involve the area north of Lewis Center Road. Upon further reflection, I do not think that the Chairman will approve any language with regard to that area nor will the staff enthusiastically embrace the prospect of presenting it to him. In our approach, the matter would be eliminated from the Amended Joint Petition, etc. entirely and would be dealt with in the ancillary agreement along with the covenants not to compete. Since there is no agreement not to compete nor even an agreement not to duplicate facilities but only an informal review process designed to avoid, if possible, wasteful duplication of resources and unnecessary and expensive litigation, we believe that these provisions are supported by sound business and economic reasons and do not require regulatory approval. On the other hand, since the new procedure outlined involves a lesser standard and procedure, we have incorporated some language on incentives, etc. The change in Paragraph 2.c at Page 4 of the Amended Joint Petition also reflects our concerns in this area.

Recognizing that time is of the essence in this matter, I have cleared my schedule both this afternoon and tomorrow to be available to you to complete this matter, if possible. I shall be leaving Saturday morning for New Orleans and shall be gone all of next week. If we can agree on the documents, you and Andy can proceed with the PUCO staff in my absence.

Very truly yours,


David L. Pemberton

DLP:mew
Enclosure

SNG 0540

ANCILLARY COVENANTS AND AGREEMENT
RELATING TO AMENDED JOINT PETITION,
APPLICATION AND STIPULATION

WHEREAS, Columbia Gas of Ohio, Inc. (hereinafter "Columbia") and Suburban Natural Gas Company (hereinafter "Suburban") (both of which are collectively referred to as the "Parties") have entered into an Amended Joint Petition, Application, And Stipulation of even date herewith (hereinafter "Stipulation") which they propose to file with the Public Utilities Commission of Ohio (hereinafter "PUCO") in Case Nos. 93-1569-GA-SLF, 94-938-GA-ATR, and 94-939-GA-ATA in settlement of the issues and controversy between them described therein; and

WHEREAS, the Parties desire to incorporate herein certain ancillary covenants and agreements relating to the Stipulation and its implementation.

NOW, THEREFORE, the Parties further agree as follows:

1. In connection with, and ancillary to, the conveyance and transfer of customers and facilities under the Stipulation, each party covenants that it will not compete with the other in the vicinity of the transferred facilities (as hereinafter defined) either by the retail sale of natural or synthetic gas, or by transporting natural or synthetic gas to any retail or end-use customer in the described area, for a period of 10 years from the date the PUCO approves the Stipulation. Specifically, Columbia would agree, subject to the foregoing limitations, not to compete with Suburban in

a. the area bounded by Lazelle Road on the south, the Norfolk & Western Railroad tracks on the west, Lewis Center Road on the north, and Interstate Route 71 on the east to its intersection with Bale-Kenyon Road and then by Alum Creek and Alum Creek Reservoir;

SNG 0541

- b. the area consisting of that portion of the Village of Lewis Center lying west of the Norfolk & Western Railroad tracks; and
- c. the area bordered on the west by the western boundary of the Olentangy High School property on Lewis Center Road, on the south by Lewis Center Road, on the east by the Norfolk & Western Railroad tracks, and on the north by the northern boundary of the Olentangy High School property extended eastward to the Norfolk & Western Railroad tracks.

Suburban would agree not to compete with Columbia in

- d. all phases of the Oak Creek Subdivision, as defined herein in Paragraph 5 of this section and Exhibit 2; and
- e. the area bounded by the Norfolk & Western Railroad tracks on the east, Cheshire Road on the north, U.S. Route 23 on the west, and Lewis Center Road on the south, except as provided in subparts "b" and "c" of this paragraph.

✓ In any instance in this ^{agreement} ~~stipulation~~ in which a road, highway, or
 ✓ or railroad track is given as a boundary, the middle of the road, highway,
 or railroad track is considered to be the boundary, ~~except in the~~
~~case of Cheshire Road, in which case Columbia may serve customers~~
~~on both sides of the road.~~

2. Suburban has installed and intends to install substantial natural gas facilities in the area of Delaware County bounded by the Norfolk & Western Railroad tracks on the west, Lewis Center Road on the south, Alum Creek Reservoir on the east, and U.S. Route 36 and State Route 37 on the north. Columbia has no pipeline in that area and does not foresee expanding into that area of Delaware County in the foreseeable future. Columbia has installed and intends to install substantial natural gas facilities in the area of Delaware County bounded by the Norfolk & Western Railroad

tracks on the east, Lewis Center Road on the north, U.S. Route 23 on the west, and Lazelle Road on the south. Suburban has no pipeline in that area and does not foresee expanding into that area of Delaware County in the foreseeable future. The Parties believe that it would not serve either maximum efficiency or the public interest for their respective investments to be stranded in these areas by wasteful duplication of facilities nor would it further their desire to settle and resolve their existing controversy by ignoring this potential as to these areas and the prospect of further protracted and expensive litigation. Accordingly, for these reasons, the Parties agree that before constructing or operating any pipe or other facilities for the sale or use of natural gas in either of said areas, Columbia or Suburban will notify the PUCO staff and the other party of such plans in order to resolve, under the staff's supervision, disputes, if any, arising from such plans. The party proposing to construct and operate such facilities shall defer any such action pending the resolution of a dispute by the staff. Neither party shall be bound by the staff's proposed resolution of any such dispute, and the Parties shall be free to pursue all other legal remedies provided that they have first pursued this alternative dispute resolution procedure. Neither of the Parties shall offer incentives or other allowances to builders or developers should it decide to construct and operate competitive facilities in the areas described herein.

3. Notwithstanding the foregoing, Columbia will be permitted to install, in any of the areas described, a high pressure natural gas pipeline, the purpose of which is to be limited to

transporting gas from existing and future sources of supply to various gas distribution systems owned and operated by Columbia in southern Delaware County and northern Franklin County to point outside of said areas unless Suburban agrees otherwise.

Agreed this _____ day of September, 1994.

COLUMBIA GAS OF OHIO, INC.
an Ohio corporation

SUBURBAN NATURAL GAS COMPANY
an Ohio corporation

By: _____
Richard J. Gordon
President

By: _____
David L. Pemberton
President

Date: _____

Date: _____

Stuart W. Gold
CRAVATH, SWAIN & MOORE
Worldwide Plaza
825 Eighth Avenue
New York, New York 10019-7475

Attorneys for
COLUMBIA GAS OF OHIO, INC.

William R. Case
THOMPSON, HINE & FLORY
One Columbus
10 West Broad Street
Columbus, Ohio 43215-3435

Attorneys for
SUBURBAN NATURAL GAS COMPANY