BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint of Katherine M. Lycourt-Donovan, Complainant,	)	
v.	)	Case No. 12-2877-GA-CSS
Columbia Gas of Ohio, Inc., Respondent.	)	
In the Matter of the Complaint of Seneca Builders LLC *et al.*, Complainants,	)	
v.	)	Case No. 13-0124-GA-CSS
Columbia Gas of Ohio, Inc., Respondent.	)	
In the Matter of the Complaint of Ryan Roth et al., Complainants,	)	
v.	)	Case No. 13-0667-GA-CSS
Columbia Gas of Ohio, Inc., Respondent.	)	

MEMORANDUM CONTRA
COMPLAINANTS' APPLICATIONS FOR REHEARING
OF COLUMBIA GAS OF OHIO, INC.

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1. Introduction

The Complainants brought these cases to challenge the disconnection of service to the homes at Graystone Woods, following the discovery of stray gas in the soil at or near the foundation of each home in the development. Throughout their filings, the Complainants attempted to paint a malevolent caricature of Columbia Gas of Ohio, Inc. ("Columbia"), asserting that Columbia never detected natural gas at the foundation of Complainant Katherine Lycourt-Donovan's home before disconnecting her service; [1] that it intended from the beginning to abandon service to Graystone Woods;[2] that it "acted in total disregard for its customers, the law, and the authority of the Commission"[3]; that it deliberately refrained from filing an abandonment application to make it harder for the Complainants to prove their cases;[4] and that it "manipulat[ed] residents * * * through obstruction and misrepresentation."[5] For this purported "callous behavior,"[6] the Complainants demanded the Commission "assess a * * * forfeiture of at least $20,213,000.00 against Columbia," order Columbia to remediate the Complainants' stray gas problem for them, and require Columbia to pay treble damages.[7]

After a thorough review of the record and the Complainants' theories, the Commission rejected the Complainants' claims, accusations, and requested remedies, finding that the evidence did not demonstrate that Columbia violated the Commission's complaint-handling procedures, provided the Complainants inadequate service, discriminated against them, or unlawfully abandoned service to them. The Commission did, however, order Columbia to "provide * * * information as to the level and duration of such level that the [Complainants] must meet * * * to enable the restitution of natural gas service" and "the parameters on where and when the measurements must be taken to meet this standard."[8]

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[1] *See* Donovan Brief at 8; Donovan Reply Brief at 9-12.

[2] *See* Seneca/Roth Brief at 6, 13; Seneca/Roth Reply Brief at 9; Donovan Reply Brief at 10.

[3] Donovan Reply Brief at 6.

[4] *Id.* at 16.

[5] Seneca/Roth Reply Brief at 22.

[6] Donovan Reply Brief at 28.

[7] Seneca/Roth Brief at 43-48.

[8] Opinion and Order at 16.

The Complainants now apply for rehearing of the Commission's Opinion and Order, repeating many of the same legal arguments and unjustified accusations that filled their initial post-hearing briefs.[9] In their applications, the Complainants ask the Commission to discard its careful, fact-based analysis and replace it with the Complainants' hardline interpretations of the Commission's governing statutes. In particular, the Complainants insist the Commission adopt an interpretation of R.C. 4905.20 and 4905.21 that would prohibit any natural gas company from separating and capping any main line, for any reason and for any length of time, without first filing an abandonment application.[10] The Complainants further insist the Commission adopt an interpretation of R.C. 4905.22 that would render "***any*** degree of unreasonableness by ***any*** utility" a failure to provide "necessary and adequate service and facilities" in violation of Ohio statute.[11] If the Commission declines to adopt these interpretations, the Complainants argue, the Commission will have "surrender[ed] its oversight to the companies it is supposed to be regulating"[12] and left public utility companies to "take whatever actions they please * * *."[13]

The Complainants' efforts to raise the specter of public utility companies run amok are unavailing. The Complainants' arguments are contradicted by the record evidence, unsupported by any case law or Commission precedent, and inconsistent with any reasonable reading of the relevant statutes. They are also entirely impractical. The Complainants' maximalist statutory interpretations would require full Commission hearings every time a natural gas company separated a natural gas line, and expose public utilities to treble damage claims for even the slightest mistakes. That cannot be what the Ohio General Assembly intended. For all of these reasons, as further explained below, Columbia respectfully requests that the Commission deny the Complainants' applications for rehearing and reaffirm the Commission's Opinion and Order, with the exception of the issues raised in Columbia's application for rehearing.

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[9] *See* Donovan App. for Rehearing at 12 (asserting that Columbia "deliberately attempted to hoodwink Complainant and this Commission by presenting inconsistent and false standards, and by holding complainants to false and impossible standards").

[10] *See* Seneca/Roth App. for Rehearing at 4-12, 14-16; *see* Donovan App. for Rehearing at 6.

[11] Donovan App. for Rehearing at 3.

[12] Seneca/Roth App. for Rehearing at 9; *see also id.* at 16.

[13] *Id.* at 12.

2. The Commission should deny the Complainants' applications.

2.1. The Commission appropriately held that Columbia did not abandon service to Graystone Woods.

The issue at the heart of the Complainants' abandonment allegations is whether a public utility may interrupt service for safety reasons, and keep that service disconnected pending remediation of a safety hazard, without first filing an abandonment application under R.C. 4905.20 and R.C. 4905.21. The Commission reached the only reasonable conclusion: of course a public utility need not file an abandonment application every time it needs to disconnect service pending remediation of a safety hazard.

In its Opinion and Order, the Commission held that Columbia was not required to file an abandonment application before "separat[ing] and capp[ing] * * * the four-inch main line serving Graystone Woods * * * so that the Company could pressure test its facilities on the main line and all the service lines in the subdivision to ensure that Columbia's facilities were not leaking."[14] The Commission rejected the Complainants' argument that Columbia's other actions demonstrated an intention to abandon service to Graystone Woods.[15] Instead, the Commission found that "the record * * * clearly reflects the Company's intent to continue serving Complainants once the remediation of the situation was complete."[16] The Commission reaffirmed, moreover, that "Columbia is obligated to provide gas service to Complainants once they remediate the situation * * *."[17] The Commission held, in other words, that Columbia had not abandoned service and *cannot* abandon service to the Complainants without PUCO approval.

The Complainants now ask the Commission to reach the opposite conclusion and hold that any separation of a main gas line, no matter what the purpose or duration, is a line closure requiring an application and Commission pre-approval. Indeed, some of the Complainants go further, arguing that merely *wanting* to close a natural gas line triggers the obligation to file an abandonment

[14] Opinion and Order at 30.

[15] *Id*.

[16] *Id.* at 31.

[17] *Id*.

application. As both a legal and practical matter, the Commission must reject the Complainants' arguments and affirm its Opinion and Order.

2.1.1. Ohio law does not require a natural gas company to file an abandonment application before separating a main gas line.

The Complainants first argue that merely separating the main line serving Graystone Woods constituted a line "closing" requiring Columbia to file an abandonment application,[18] regardless of Columbia's intentions.[19] Ms. Donovan asserts Columbia's actions constituted unlawful abandonment because, based on the language of R.C. 4905.21, "[n]o utility may close or withdraw from service ANY gas line without approval of the PUCO."[20] But the Complainants offer no legal support for their contention. The Commission's regulations suggest that a pipe is "closed" for purposes of the abandonment statute only if it is "closed off to future use."[21] The main line serving Graystone Woods was not closed off to future use. Columbia stated, when it separated the line, that it would "go back out[,] retest[,] and re-establish" service "once [the Graystone Woods residents] complete their remediation work."[22] Columbia witness Curtis J. Anstead also testified that the line "can be tied back in at any time."[23] Because the main line is capable of future use, and will be returned to future use as soon as Graystone Woods remediates its stray gas problem, it is not "closed" for purposes of R.C. 4905.21.

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[18] *See* Seneca/Roth App. for Rehearing at 5-6.

[19] *See id.* at 15.

[20] Donovan App. for Rehearing at 6.

[21] Ohio Adm.Code 4901:1-13-05(A)(3)(d) (defining "abandoned" for purposes of the PUCO's Minimum Gas Service Standards).

[22] Seneca Ex. 6.

[23] Hearing Tr. Vol. II at 335, line 18.

2.1.2. Ohio law does not require a natural gas company to file an abandonment application for temporary service interruptions, because temporary service interruptions do not indicate an intention to abandon a line.

Second, the Complainants take issue with the Commission's conclusion that Columbia's actions were merely a "temporary measure" to allow a pressure testing of the line.[24] The Complainants argue that an abandonment need not be "permanent" to require an application.[25] Specifically, they argue that because R.C. 4905.21 prohibits public utilities from *permanently* abandoning a gas line that has been in service for under five years, the statute must contemplate, and require the filing of applications for, *temporary* abandonments.[26] Ms. Donovan goes further, arguing that any time a natural gas company undertakes a "temporary measure, such as the capping and separation of a gas pipeline," it must file an abandonment application.[27]

Putting aside the practical impossibility of Ms. Donovan's proposed legal interpretation, both for the natural gas companies that would have to file applications each time they temporarily separated a pipeline and the Commission that would have to hear those applications, the Complainants' statutory interpretations overlook an important point. Even if the Commission were to read the statute as contemplating the undertaking of temporary abandonments, whatever those might be, the Complainants would still need to demonstrate that Columbia's actions qualified as "abandonment" to prove that Columbia violated R.C. 4905.21.

The Commission's regulations define an "abandoned" line as one "that was *not intended to be used again* for supplying of * * * natural gas * * *."[28] This regulatory definition is consistent with the dictionary definition of abandon, "to cease to assert or exercise an interest, right, or title to esp. *with the intent of never again resuming* or reasserting it * * *."[29] Thus, under both a common understand-

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[24] Opinion and Order at 30.

[25] Seneca/Roth App. for Rehearing at 7-8; Donovan App. for Rehearing at 6-7.

[26] Seneca/Roth App. for Rehearing at 7-8.

[27] Donovan App. for Rehearing at 7.

[28] Ohio Adm.Code 4901:1-13-05(A)(3)(d) (emphasis added).

[29] WEBSTER'S THIRD INTERNATIONAL DICTIONARY 2 (1981) (emphasis added).

ing of the word "abandon" and the Commission's own interpretation of that word, the Complainants would need to demonstrate that Columbia separated the main line serving Graystone Woods with the intent of never reconnecting it.

Ms. Donovan argues that "[t]he preponderance of evidence in this matter is that Columbia did NOT wish to reestablish service * * *."[30] Seneca Builders and the Roths argue more specifically that Columbia's removal of the Graystone Woods residents from Columbia's billing systems is evidence that "Columbia abandoned service to the customers on Oakside Road."[31] Yet, Columbia explained that it removed those customers from its billing system, not because it never intended to provide them service in the future, but because it upset the customers to receive bills while their service was interrupted.[32] And Columbia's other actions after separating the main line demonstrate that Columbia did, indeed, hope to reestablish service to that subdivision. After the main line separation, Columbia continued to correspond with the developments' residents (including Ms. Donovan) about the steps required to restore their service.[33] Columbia continued conducting bar-hole testing in the development.[34] And Columbia continued to communicate with the Toledo Mayor's office, Toledo City Council, the Toledo Fire Department, state legislators, and the PUCO about the stray gas situation at Graystone Woods.[35] None of those actions is consistent with the concept of "abandonment." And, at hearing, Columbia's employees reaffirmed that "[throughout] the entire course of this process our desire was to have them have their natural gas service restored."[36] The Commission reviewed this evidence and agreed that Columbia "clearly * * * inten[ded] to continue serving Complainants once the remediation of the situation was complete."[37]

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[30] Donovan App. for Rehearing at 5; *see also id. at 7*.

[31] Seneca/Roth App. for Rehearing at 6.

[32] *See* Hearing Tr. Vol. III at 556, line 23, to 558, line 16.

[33] *See* Donovan Ex. 2, Donovan Testimony, Ex. KLD-030 (Aug. 23, 2012 letter to each resident, stating that Columbia "look[s] forward to restoring the natural gas service to your home" "[o]nce the stray gas situation has been abated"); *id.* at Ex. KLD-051 (Oct. 3, 2012 letter to Ms. Donovan stating the steps that would be required for resuming gas service to her home).

[34] *See* Columbia Ex. 12, Anstead Testimony, at 4, lines 26-27.

[35] *See* Seneca Exs. 15 and 19.

[36] Hearing Tr. Vol. III at 555, lines 20-22.

[37] Opinion and Order at 31.

Seneca Builders and the Roths argue that the written evidence of Columbia's contemporaneous intent[38] should be given little "evidentiary weight," because intentions are "merely * * * intangible ideas that cannot be considered credible evidence."[39] Yet, as the Commission's definition of "abandoned" and the dictionary definition of "abandon" indicate, a public utility's intentions are paramount when determining whether the utility has abandoned a main line. Columbia intended to continue serving the Complainants once they remediated their stray gas problem. Consequently, the Commission correctly concluded that Columbia's actions "do not equate to the abandonment of service * * *."[40] The Complainants offer the Commission no reason to change its conclusion.

2.1.3. Ohio law does not require a natural gas utility to file an abandonment application just for *thinking* about abandoning a main line.

Third, Seneca Builders and the Roths appear to suggest that a public utility must file an application even if the company is just discussing abandonment, because the statute requires an abandonment application from any public utility "*desiring* to abandon" a line.[41] The Complainants' statutory interpretation cannot be taken seriously. When Ohio's abandonment statute says that "any public utility * * * desiring to abandon or close * * * any line * * * shall make application to the public utilities commission in writing,"[42] it means that a public utility may not proceed with abandoning or closing a line to future use without first filing an abandonment application. It does not mean, and cannot reasonably be interpreted to mean, that a public utility "strongly considering" a line abandonment, or engaging in "internal discussions about abandoning the line," must file an abandonment application even if it chooses not to proceed with abandonment.

As Seneca Builders and the Roths note, Ohio statutes must be read with the presumption that the General Assembly intended "[a] just and reasonable result * * *."[43] In other words, "[s]tatutes must be construed, if possible, to oper-

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[38] *See* Seneca Exs. 5 and 6.

[39] Seneca/Roth App. for Rehearing at 15.

[40] Opinion and Order at 31.

[41] *See* Seneca/Roth App. for Rehearing at 10-11, *quoting* R.C. 4905.21 (emphasis added).

[42] R.C. 4905.21.

[43] Seneca/Roth App. for Rehearing at 8, *quoting* R.C. 1.47.

ate sensibly and not to accomplish foolish results."[44] Any interpretation of the abandonment statutes that would trigger the requirement to file an abandonment application at the point a natural gas company "desir[es]" a line abandonment would be utterly foolish. The Commission should reject the Complainants' senseless interpretation of R.C. 4905.21.

2.2. The Commission appropriately held that Columbia did not provide inadequate service to the Complainants.

In its Opinion and Order, the Commission evaluated the factors it traditionally applies to determine whether a utility has provided inadequate service in violation of R.C. 4905.22 and correctly held that Columbia did not provide inadequate service in this case. [45] The Complainants nonetheless contend that the Commission was required to find Columbia provided inadequate service because the Commission also stated that Columbia's "unwillingness to articulate a standard that must be met before reconnection of service [was] unreasonable in this circumstance."[46] The Complainants mischaracterize the Commission's decision on their inadequate service claims, asserting that the Commission "found that Columbia's *service* in this matter was * * * unreasonable."[47] The Complainants then argue that, because the Commission supposedly found that Columbia's service was unreasonable, the Commission must find that Columbia provided inadequate service in violation of R.C. 4905.22. These arguments are without merit.

The Commission explained that it considers a number of factors in determining whether a utility has provided inadequate service, including: (1) the number, severity, and duration of service problems; (2) whether they could have been corrected; and (3) whether they likely are caused by the utility's facilities.[48]

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[44] *State ex rel. Barley v. Ohio Dep't of Job & Family Servs*, 132 Ohio St. 3d 505, 2012-Ohio-3329, 974 N.E.2d 1183, ¶25, *citing State ex rel. Carna v. Teays Valley Local School Dist. Bd. of Edn.*, 131 Ohio St.3d 478, 2012-Ohio-1484, 967 N.E.2d 193, ¶ 19, *quoting State ex rel. Saltsman v. Burton*, 154 Ohio St. 262, 268, 95 N.E.2d 377 (1950).

[45] Opinion and Order at 15-17.

[46] *Id.* at 16-17; *see also* Donovan App. for Rehearing at 2-4; Seneca/Roth App. for Rehearing at 13-14.

[47] Donovan App. for Rehearing at 3 (emphasis added); *see also* Seneca/Roth App. for Rehearing at 13.

[48] Opinion and Order at 15.

Notably, the Complainants' applications for rehearing make no reference to these factors and cite no precedent contradicting the Commission's analysis. With regard to the first factor, the Commission held that it "[could not] find that the Company's actions in interrupting natural gas service were unreasonable," given the stray gas readings "recorded around the foundations of Complainants' residential dwellings * * *."[49] As to the second factor – whether the hazardous condition could be rectified – the Commission correctly found that:

> the record indicates that, should appropriate remediation take place in conjunction with signed written orders from someone with authority over public safety or signed consent from an accredited engineering expert in the remediation of methane along with a signed form from the homeowner authorizing the restoration of service and agreeing to maintain the remediation system in good working order, the service could be turned back on and the residents could receive gas service from Columbia. [50]

And, for the third factor, the Commission correctly concluded that the stray gas readings were not caused by leaks from Columbia's pipelines.[51]

In addition to Columbia's service reconnection requirements, which the Commission summarized with approval, the Commission also found that Columbia did not provide sufficient information to the Complainants about "the level and duration of such level that the residents must meet in order for the Company to consider the situation resolved so as to enable the restitution of natural gas service to the residents."[52] Accordingly, the Commission ordered Columbia to provide "the parameters on where and when the measurements must be taken to meet [the reconnection] standard and to restore service."[53] It was Columbia's failure to articulate those parameters that the Commission found unreasonable. The Commission did not, as the Complainants claim, find Columbia's *service* to be unreasonable.

The language of the statute is clear. Ohio Revised Code § 4905.22 requires a public utility to provide "necessary and adequate *service and facilities*" that "are

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[49] *Id.* at 16.

[50] *Id*.

[51] *Id.* at 17.

[52] *Id*. at 16.

[53] *Id.*

adequate and in all respects just and reasonable."[54] The Complainants ask the Commission to hold that any action or inaction by a public utility, no matter its magnitude or effect on a utility's provision of service, can violate R.C. 4905.22. But that interpretation of the statute would inappropriately subject utilities to strict liability for any action deemed unreasonable, regardless of its relevance to the provision of service and facilities, the sole subjects of the statute. It likewise contradicts the Commission's traditional and established application of the factors described above to weigh an alleged violation of the statute. The Complainants have offered no reason, other than their own misreading of the statute, for the Commission to depart from its established interpretation of R.C. 4905.22. The Commission should decline to do so here.

2.3. The Commission appropriately held that Columbia did not discriminate against the Complainants.

Finally, Ms. Donovan argues that Columbia subjected her to "undue or unreasonable prejudice or disadvantage," in violation of R.C. 4905.35.[55] Ms. Donovan asserts that "Columbia deliberately attempted to hoodwink Complainant and this Commission by presenting inconsistent and false standards [for service reconnection], and by holding complainants to false and impossible standards[,] * * * so that Complainant was unable to pursue reconnection of service."[56] The Commission has already reviewed, and rejected, Ms. Donovan's speculations.

Ms. Donovan first argues that Columbia told her she had to install a "permanent venting system designed to prevent accumulation *around the foundation or immediate perimeter of the structure or building*," although "Columbia's actual standard" did not include any reference to the foundation or perimeter.[57] At hearing, Rob Smith, Columbia's Operations Compliance Manager,[58] explained that Columbia added the reference to "the foundation or immediate perimeter of the structure" to Columbia's stray gas policy (GS 1708.080) in 2013 to "clarify[ ]" a requirement that was already in the 2012 version of the policy.[59] The Commis-

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[54] R.C. 4905.22 (emphasis added).

[55] Donovan App. for Rehearing at 11.

[56] *Id.* at 12-13.

[57] *Id.* at 10, *quoting* Columbia Ex. 13, Smith Testimony, at 10, lines 8-11 (some emphasis omitted).

[58] Hearing Tr. Vol. II at 429, lines 7-8.

[59] *Id.* at 467, lines 3-25.

sion acknowledged this testimony, holding that "Columbia's January 2013 modification of GS 1708.080 made Columbia's interpretation and application explicit, rather than leaving future application of the standard open to question prospectively."[60] The Commission further noted that Columbia has a second policy (GS 1714.010), which treats "[a]ny indication of underground migration to an outside wall of a building" as "an existing or probable hazard" that "requires immediate repair or continuous action."[61] Ms. Donovan neither addresses nor rebuts the Commission's findings on this point.

Ms. Donovan next argues that Columbia misrepresented that she needed to find a "governmental authority having jurisdiction over the stray gas matter" to execute a release form.[62] Instead, she argues, "Columbia only required the signature of a public safety official * * *."[63] Ms. Donovan, again, made the same argument in her post-hearing briefs.[64] It is true that Columbia's stray gas policy, GS 1708.080, says in relevant part that "service may be restored only on signed, written orders from someone with authority over public safety[,]" such as "the Mayor, Safety Director, Fire Chief, or similar authority * * *."[65] But as a practical matter, it is unclear how the phrases "a governmental authority having jurisdiction over the stray gas matter" and "a public safety official" are meaningfully different. There is also no evidence that Columbia's alleged misrepresentation prejudiced Ms. Donovan in any way. Ms. Donovan has not identified any public safety official who would have been willing to sign a release form on her behalf. Ron Hensley, Seneca Builders' owner,[66] testified that he asked the City of Toledo

[60] Opinion and Order at 23. Mr. Smith further noted that another portion of the same policy, Section 2, required Columbia to disconnect service "[i]f * * * efforts to *eliminate* [stray] gas against or within the structure are unsuccessful * * *." Columbia Ex. 13, Smith Testimony, Attachment RRS-1, §2 (emphasis added), *discussed at* Hearing Tr. Vol. II at 469, lines 5-13.

[61] Columbia Ex. 13, Smith Testimony, Attachment RRS-2, Table 1, at 3, *cited in* Opinion and Order at 23.

[62] Donovan App. for Rehearing at 10, *citing* Donovan Ex. 2, Donovan Testimony, Ex. KLD-028.

[63] *Id.* at 11, *citing* Columbia Ex. 13, Smith Testimony, at 10, lines 26-30.

[64] *See* Opinion and Order at 18, *citing* Donovan Brief at 21.

[65] Columbia Ex. 13, Smith Testimony, Attachment RRS-1, §6, at 3.

[66] Seneca Ex. 2, Hensley Testimony, at 1, lines 3-6.

to sign a release form and it would not do so.[67] He further testified that the Toledo Fire Chief said the City would not let him sign a release form.[68]

Finally, Ms. Donovan repeats her accusation that Columbia "held [her] to higher standards than other customers."[69] Yet, Ms. Donovan does not identify any other customers that were held to less stringent reconnection standards than her. Mr. Smith affirmed at hearing that for as long as he had been Operations Compliance Manager, Columbia had consistently interpreted GS 1708.080 to require the elimination of methane around the foundation of a structure before Columbia would reconnect natural gas service.[70] The Commission relied on this testimony in rejecting Ms. Donovan's discrimination claims.[71] Ms. Donovan offers the Commission no reason to reject that testimony on rehearing.

3. Conclusion

The Commission's Opinion and Order provided the Complainants a clear path towards reconnection, if they chose to take it. They did not. Instead, the Complainants have demanded that the Commission rewrite Ohio's abandonment, inadequate service, and discrimination statutes to turn Columbia's good-faith response to "a challenging situation"[72] into unlawful conduct warranting a multi-million dollar forfeiture and treble damages. Yet, the Complainants' proposed statutory interpretations find no support in any case law or Commission precedent and would be impossible, as a practical matter, for any natural gas company or the Commission to apply. And the Complainants' repeated accusations against Columbia find no support in a fair and full reading of the record.

For the reasons provided above, Columbia Gas of Ohio respectfully requests that the Commission reject the Complainants' applications for rehearing and reaffirm the Commission's Opinion and Order, with the exception of the issues raised in Columbia's application for rehearing.

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[67] Hearing Tr. Vol. I at 58, lines 1-12, and 59, lines 14-18.

[68] *Id.* at 58, lines 13-17.

[69] Donovan App. for Rehearing at 12.

[70] Hearing Tr. Vol. II at 469, lines 14-19.

[71] Opinion and Order at 23.

[72] *Id.*at 11.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Memorandum Contra Complainants' Applications for Rehearing was served by electronic mail this 23rd day of February, 2015, upon the following parties and counsel for parties:

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Summary: Memorandum Contra Complainants' Applications for Rehearing electronically filed by Mr. Eric B. Gallon on behalf of Columbia Gas of Ohio, Inc.