JOINT EXHIBIT NO. 1

**BEFORE**

**THE PUBLIC UTILITIES COMMISSION OF OHIO**

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

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| **JOINT STIPULATION AND RECOMMENDATION** |

**INTRODUCTION**

Rule 4901-1-30, Ohio Administrative Code (“OAC”), provides that any two or more parties to a proceeding may enter into a written or oral stipulation concerning the issues presented in any Commission proceeding. Pursuant to Rule 4901-1-10(C), OAC, the Staff of the Commission (“Staff”) is considered a party for the purposes of entering into a stipulation under Rule 4901-1-30, OAC.

Pursuant to Rule 4901-1-30, OAC, Columbia Gas of Ohio, Inc. (“Columbia”); Staff; Ohio Gas Marketers Group[[1]](#footnote-1); Retail Energy Supply Association[[2]](#footnote-2); and Dominion Retail, Inc.(hereinafter “the Parties”) enter into and request the Public Utilities Commission of Ohio (“Commission”) to accept the following Joint Stipulation and Recommendation (also referred to as “the Stipulation” or “Second Agreement”) in the above-captioned proceeding.

This Stipulation, which shall be designated as Joint Exhibit 1, is supported by adequate data and information; represents a just and reasonable resolution of certain issues in this proceeding; violates no regulatory principle or precedent; is in the public interest; and is the product of lengthy, serious bargaining among knowledgeable and capable parties, and parties that are representative of the many interests and stakeholders in a cooperative process undertaken by the Signatory Parties. While this Stipulation is not binding on the Commission, where, as here, it is sponsored by Parties representing a significant cross section of interests, including the Commission's Staff, it is entitled to careful consideration by the Commission. Except for enforcement purposes, neither this Stipulation nor the information and data contained herein or attached, shall be cited as precedent in any future proceeding for or against any Signatory Party, or the Commission itself, if the Commission approves this Stipulation.

The Signatory Parties stipulate and recommend that the Commission issue such order as is necessary to modify the December 2, 2009 Opinion and Order and the September 7, 2011 Second Opinion and Order in Case No. 08-1344-GA-EXM (the "Exemption Orders") in the manner described hereinafter, including the described modifications from the October 7, 2009 Stipulation and Recommendation (“2009 Stipulation”) and Program Outline in that same docket. The Signatory Parties agree that no additional modification from the Exemption Orders or Program Outline is intended by this Stipulation, except as expressly stated herein and/or reflected in the revised Program Outline.

**Changes from the 2009 Stipulation**

***Term***

The Parties agree that the Second Agreement shall commence on April 1, 2013, and shall have a term extending until March 31, 2018. After the expiration of the term, the provisions of this Second Agreement including the then-approved method of supplying commodity for standard service offer and Standard CHOICE Offer (“SCO”) service shall continue until modified by the Commission unless otherwise stated herein. All Parties reserve the right to propose changes to the Agreement to become effective after the end of the term.

***Off-System Sales and Capacity Release (“OSS/CR”) Sharing Mechanism***

The OSS/CR Program’s prior revenue sharing mechanism will continue for a five-year term (April 1, 2013 through March 31, 2018), except as modified and described herein.

**Changes to the Program Outline**

The Parties will submit to the Commission for its approval an amended Program Outline. The significant modifications to the Program Outline are described below.

***SCO Auction Goals, Objectives, Timing, and Calendar***

This section will be revised to reflect that the SCO has been approved and continues unless discontinued by Commission action or by Columbia’s exit from the merchant function.

***SCO Supplier Security Requirements***

In addition to the Letter of Credit, SCO Suppliers will be required to provide Columbia with a cash deposit in the amount of ten cents per Mcf multiplied by the initial estimated annual delivery requirements for the SCO Program Year of the tranches won by that SCO Supplier. This security will provide a liquid account to meet supply default expenses incurred by Columbia other than compensation to the non-defaulting SCO Suppliers. These deposits and interest earned during the program year will be accounted for through establishment of a regulatory liability in Account 254, Other Regulatory Liabilities. Interest will be computed monthly based on average account balance for each month and the applicable NiSource Inc. and Subsidiaries Money Pool Rate. Any funds remaining at the end of each Program Year will be transferred to the CSRR commencing June 2014, for the 2013 Program Year.

***SCO Supplier Payments***

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

***Columbia Capacity Contracts***

Columbia’s firm city gate interstate and intrastate pipeline transportation and storage capacity will be adjusted to 1,963,178 Dth/day on April 1, 2013, and 1,940,214 Dth/day on November 1, 2013.

***Capacity Allocation Process***

Columbia will continue the use of its existing annual design peak day calculation process for Core Market demand, which is premised on a 1-in-10 probability of occurrence. Such process includes all standby service quantities elected by Transportation Service customers on a year-to-year basis. Columbia shall retain storage and related transportation service capacity equal to the elected standby service volumes. Customer standby service demand and related retained capacity shall be removed from the capacity allocation calculations.

Columbia will assign Suppliers capacity, including the Columbia provided peaking service, equal to up to 100% of the design peak day requirements of their customers.

Columbia shall determine its design peak day demand annually, as noted above, for the term of the Agreement. Columbia will retain its existing peak day capacity portfolio through March 31, 2018 with the following modifications to Columbia’s capacity contracts: (1) the Sempra peaking contract for 31,200 Dth/day shall be permitted to terminate effective March 31, 2013; (2) 22,964 Dth/day of North Coast Gas Transmission transportation capacity along with 23,255 Dth/day of Crossroads transportation capacity will be terminated when the respective contracts expire October 31, 2013; and, (3) Columbia shall renew 100% of its existing Columbia Gulf FTS-1 capacity through March 31, 2016. Thereafter, Columbia will renew its Columbia Gulf FTS-1 contracts to cover 75% of the volume under contract prior to March 31, 2016, and such renewal shall be for the two-year period April 1, 2016 through March 31, 2018.

As a result of the Commission’s directions to Columbia, North Coast and Staff in Case No. 08-1344-GA-EXM, effective April 1, 2013, Columbia will retain the remaining North Coast capacity and treat such as operationally required. This capacity will be utilized as part of the Columbia-provided peaking service.

There will be no contract capacity review via the Second Agreement during the term of the Second Agreement.

***Daily Nominations – Demand and/or Supply Curves***

New paragraphs will be added to the Program Outline to reflect Columbia’s agreement to update the morning weather forecast in the afternoon for the current day and provide that information on a timely basis to Suppliers.

***Off-System Sales and Capacity Release***

The cumulative cap on Columbia’s retained Off-System Sales/Capacity Release revenues will be revised to a total of $60,000,000 over the five-year term of the Second Agreement.

**Other Changes**

***Possible Exit From the Merchant Function***

The Parties agree that Columbia will exit the merchant function if participation in Columbia’s CHOICE program meets specified thresholds. The term “exit the merchant function” shall mean that all of Columbia’s residential and/or non-residential customers are provided commodity service by a Competitive Retail Natural Gas Supplier (“Supplier”). The pricing for the competitive portions of the default service would be based on the closing New York Mercantile Exchange (“NYMEX”) price plus basis (the monthly variable rate or “MVR” price).

Upon exit from the merchant function, Columbia will provide no default commodity service for CHOICE-Eligible customers. CHOICE-Eligible Customers may enroll with a Supplier. Those CHOICE-Eligible Customers that do not enroll with a Supplier will be assigned to a Supplier, pursuant to Columbia’s MVR Program.

CHOICE-Eligible Customers are those customers who:

* Use less than 6,000 Mcf per year, or are a Human Needs Customer regardless of annual consumption; and,
* Are not enrolled in the Percentage of Income Payment Plan; and,
* Are not a Transportation Service customer; and,
* Are not more than 60 days in arrears in payment of their Columbia bills, or not more 30 days in arrears in payment of their Columbia bills if enrolled in a payment plan.

CHOICE-Eligible Non-Residential Customers are a sub-class of CHOICE-Eligible Customers and consist of those CHOICE-Eligible Customers who are Commercial or Industrial Customers.

Upon exit from the merchant function, Columbia will continue as the supplier of last resort. Columbia will also retain responsibility for all system balancing obligations, and will maintain operational control of the interstate pipeline capacity necessary to satisfy that obligation.

Beginning the first month following the signing of the Stipulation, Columbia will evaluate customer participation[[3]](#footnote-3) in its CHOICE program. Beginning April 1, 2013, Columbia will send monthly updates on the percentage of participation in the CHOICE program to Staff and other interested members of the stakeholder group.

Following Commission approval of the Joint Motion filed in this proceeding, Columbia, in consultation with its stakeholder group, will develop and conduct a customer survey to determine Non-Residential Customers’ educational needs and general knowledge of Columbia’s CHOICE program. Columbia and the stakeholder group will use the results of the Non-residential customer survey to design an education program for all CHOICE-Eligible Non-Residential Customers regarding:

* Columbia’s CHOICE program and available supply options as Columbia exits the merchant function (Phase 1), and
* Columbia’s exit of the merchant function as it affects remaining SCO customers who have not selected a supplier by the end of the SCO program period (Phase 2).

Phase 1 of the education program will be implemented by the first day of October after the Non-Residential Customer participation level in the CHOICE program meets or exceeds 70% of the CHOICE-Eligible Non-Residential Customers for three consecutive months, as described below. Phase 1 of the education plan will target all CHOICE-Eligible Non-Residential Customers about changes in the CHOICE program, specifically that Columbia will no longer provide SCO service to CHOICE-Eligible customers after the actual exit of the merchant function occurs. Education materials will be tailored to address educational needs identified through the surveys and information about the Commission’s Apples to Apples chart.

Phase 2 of the education program will be implemented by the first day of January prior to Columbia’s exit from the merchant function for Non-residential customers. Phase 2 will be targeted specifically at the remaining CHOICE-Eligible SCO Non-residential customers. Education materials will emphasize the MVR process and include, among other things, an informational letter at the initial transfer to an MVR Supplier and periodic bill inserts thereafter of the participating MVR Suppliers’ monthly rates as posted on the Apples to Apples chart. The Phase 2 educational process shall continue for one year after the transfer of customers to MVR Suppliers.

Following Commission approval of the Joint Motion filed in this proceeding, Columbia, in consultation with its stakeholder group, will develop an educational program for all CHOICE-Eligible Customers.

Beginning on or about April 1, 2013, and continuing on or about the first day of each month of the term of this Second Agreement until Columbia exits the merchant function with regard to Non-Residential Customers, Columbia will evaluate Non-Residential Customer participation in Columbia’s CHOICE program for the preceding twelve months (“the evaluation period”). On June 1 each year, Columbia will determine whether during the evaluation period preceding the June 1 review the Non-Residential Customer participation level in the CHOICE program met or exceeded 70% of the CHOICE-Eligible Non-Residential Customers for three consecutive months. If the consecutive three month 70% customer participation threshold has been met, then Columbia will exit the merchant function with regard to Non-Residential Customers effective the first April 1 that follows. If the consecutive three month 70% customer participation threshold for CHOICE-Eligible Non-Residential Customers has not been met by June 1 of any year during the term of this Second Agreement, then Columbia will continue its SCO auction for gas to be supplied to Non-Residential Customers during the subsequent program year (the following April 1 through March 31). Each June 1 during the term of this Second Agreement, Columbia shall determine whether the threshold has been met for Non-Residential customer participation until such level is met.

Beginning on or about April 1, 2013, and continuing on or about the first day of each month of the term of this Second Agreement until Columbia has filed an application to exit the merchant function with regard to Residential Customers, Columbia also will evaluate Residential Customer participation in Columbia’s CHOICE program for the preceding three months. If during the evaluation period the customer participation level in the CHOICE program met or exceeded 70% of the CHOICE-Eligible Residential Customers for three consecutive months, then Columbia shall file an application with the Commission to exit the merchant function for all CHOICE-Eligible Residential Customers on the first April that is: (1) at least one month after that evaluation period, and (2) at least twelve months after Columbia exits the merchant function with regard to Non-Residential Customers. The Commission will hold a hearing and Columbia will bear the burden of proof to show the Commission, in the exercise of its discretion, that it should approve Columbia’s application. Columbia and the Ohio Gas Marketers Group shall prepare testimony supporting that final exit-the-merchant-function application following the filing of the application. The parties recognize the Commission may evaluate and consider the effects of Columbia’s exiting the merchant function on Non-Residential Customers as part of the Commission’s evaluation and consideration of Columbia’s application to exit the merchant function for Residential Customers. If the Commission approves the application, Columbia will exit the merchant function with regard to Residential Customers effective the first April 1 that is at least five months after the issuance of the opinion and order approving the application. If the consecutive three month 70% customer participation threshold for CHOICE-Eligible Residential Customers has not been met, or the Commission has not issued an opinion and order approving an application by Columbia to exit the merchant function with regard to CHOICE-Eligible Residential Customers, by November 1 of any year during the term of this Second Agreement, then Columbia will continue its SCO auction for gas to be supplied to Residential Customers during the subsequent program year (the following April 1 through March 31).

Upon the achievement of the consecutive three month 70% customer participation threshold for CHOICE-Eligible Non-Residential Customers, Columbia will begin development of any new programs and/or revisions to current programs necessary for an exit from the merchant function for CHOICE-Eligible Non-Residential Customers to enable the CHOICE-Eligible Non-Residential Customer merchant function exit the next April 1. After Columbia files an application to exit the merchant function with regard to CHOICE-Eligible Residential Customers, Columbia will begin development of any new programs and/or revisions to current programs necessary for an exit from the merchant function for CHOICE-Eligible Residential Customers.

If any consecutive three month 70% participation threshold has not been met as of June 1, 2016, Columbia and its stakeholders agree to meet to discuss prospective gas supply options for CHOICE-Eligible customers to be effective April 1, 2018.

The parties also agree that if Columbia exits the merchant function, those customers assigned to Suppliers shall not be subject to any termination fees from MVR Suppliers should such customers decide to affirmatively enroll as a CHOICE customer. The parties further agree that the Customers who are not CHOICE-Eligible and are not being served under Transportation Service will continue under the Default Sales Service and be allocated to the SCO until Columbia fully exits the merchant function, at which time Customers who are not CHOICE-Eligible and are not being served under Transportation Service will be aggregated and the supply for such customers will be bid out to Suppliers through a Request for Proposal process.

***Monthly Variable Rate (MVR) Program***

If Columbia exits the merchant function, CHOICE-Eligible customers who have not selected a CHOICE Supplier and are not served through a Government Aggregation Program shall receive commodity service through Columbia’s Monthly Variable Rate (“MVR”) program. Such customers shall remain on Columbia’s Customer List. The parties agree that the MVR program will apply to Non-Residential CHOICE-Eligible customers upon exit.

Suppliers that are active in Columbia’s CHOICE program (“CHOICE Suppliers”) may elect each February 1 to be MVR Suppliers for the upcoming program year (April through the following March). MVR Suppliers may elect each February to end their participation or continue in the MVR program for the following program year.

Non-residential customers establishing service with Columbia for the first time (including both the initial installation of a new meter at a premise as well as an account transfer or switch from one customer to another) and customers relocating within Columbia’s service territory will be served under the Default Sales Service (“DSS”) for two billing cycles. Subsequently, CHOICE-Eligible Non-Residential Customers who have not selected a CHOICE supplier and are not served through a Governmental Aggregation Program will be assigned to an MVR Supplier. Prior to Columbia’s exit of the merchant function, a method for assigning supply default Choice-Eligible Customers should be determined. The Parties acknowledge and agree that such method should be part of this proceeding and include both the initial allocation upon Columbia’s exits as well as an allocation methodology for future supply default CHOICE-Eligible Customers. The Parties agree that the allocation methodology shall be addressed by the undersigned in the testimony phase of this proceeding.

MVR Suppliers shall provide their MVR prices to Columbia each month for the applicable billing month. The MVR price provided to Columbia shall be no greater than the Supplier’s MVR price posted on the Commission’s Apples to Apples chart for the same billing period. MVR Suppliers agree to have their MVR prices posted on the Commission’s Apples to Apples chart each month.

Non-residential customers may migrate from the MVR program by enrolling with a CHOICE Supplier or participating in a Government Aggregation program in accordance with the enrollment submission process, without incurring a cancellation fee.

An MVR Supplier that exits Columbia’s CHOICE program must also exit the MVR program. If Columbia terminates the MVR Supplier from participation in Columbia’s CHOICE program, Columbia will also terminate the supplier from participation in the MVR program. Columbia also may terminate MVR Suppliers that are in default of their obligations under the MVR Program from participation in the MVR program. If Columbia terminates an MVR Supplier from participation in the MVR Program, Columbia may also terminate the Supplier from participation in Columbia’s CHOICE Program. If Columbia terminates an MVR Supplier from participation in the MVR program, that Supplier’s customers will be reassigned to the remaining MVR Suppliers on a random, rotating basis.

***Enhancements to Billing for Competitive Retail Natural Gas Suppliers***

Columbia will implement changes to its current billing system for the benefit of Suppliers. Columbia will use its best effort to implement the following changes by April 1, 2013:

* Permit Suppliers the option to bill a fixed bill for the Suppliers’ charges. Suppliers may submit a rate ready[[4]](#footnote-4) code to Columbia so that Columbia may bill a flat fee to their CHOICE customers covering the Suppliers’ gas costs for the month;
* Increase rate ready billing codes to 100 per Supplier;
* Permit Suppliers to bill a rate based upon monthly NYMEX prices, plus or minus a value;
* Offer Suppliers larger logo size and placement on bill. For those Suppliers that elect this service, Columbia will enlarge and reposition the Supplier’s logo to the top margin of the front page of the bill when Columbia is providing a consolidated bill to CHOICE customers. Columbia shall charge a competitively neutral fee to Suppliers that use this service;
* Permit rolling rate change submission. Suppliers shall be able to submit a rate change transaction for an existing CHOICE Customer each processing day; an accepted rate change will be effective with the CHOICE customer’s next billing cycle; and,
* Permit contract portability. For those Suppliers who elect this service, Columbia will offer their CHOICE customers who transfer natural gas service within Columbia’s service territory the ability to transfer their existing CHOICE contract to their new service address. This service will not be available to Government Aggregation customers.

Columbia will use its best effort to implement the following changes by April 1, 2017:

* Offer rate ready billing and/or bill ready[[5]](#footnote-5) billing by individual customer. Suppliers will have the option to bill commodity-related charges to CHOICE customers via rate ready, bill ready, or a combination of the two under Columbia’s consolidated billing option;
* Permit Suppliers to offer customers the opportunity to prepay the commodity portion of the bill. A credit amount will be provided by the Supplier and applied to the customer’s bill; the credit will be used to offset Supplier charges. The pre-paid amount will be reported monthly to the Supplier and offset with Supplier payments. The actual account balance and supplier monthly charges shall appear on the bill;
* Allow a new customer to start CHOICE immediately. Suppliers may elect annually to participate in this service. This optional service will allow customers to enroll in the CHOICE Program at the time they request service with Columbia. Such customers must inform Columbia when they want to establish service with their desired CHOICE Supplier. The initial rate for CHOICE customers under this service will be the same as the monthly SCO rate. If the SCO no longer exists because Columbia has exited the merchant function, the introductory rates will be established by each participating Supplier; and,
* Rolling Enrollment. Columbia will process CHOICE enrollment and drop transactions each processing day. As of the fifteenth day of each month, or the prior business day if the fifteenth falls on a non–business day, Columbia will take a snap-shot of CHOICE enrollment to develop the Demand and Supply Curves and the Capacity Allocation.

To the extent that any of the billing enhancements listed above conflict with the requirements of Columbia’s tariff or Commission regulations, Columbia will file an application with the Commission requesting a waiver of those conflicting requirements.

The Parties agree that Columbia may continue to include within the CHOICE/SCO Reconciliation Rider (“CSRR”) the costs of implementing the CHOICE education program, the pre-exit-the-merchant-function education programs, and the billing system changes described above. The above program costs shall be subject to review during the Commission’s annual audit of the CSRR.

Except as specified below, if Columbia exits the merchant function with regard to any class of customers, the Parties agree that Columbia may include within the CSRR the Incremental Program Costs relating to that exit. “Incremental Program Costs” means any prudent and necessary expense incurred by Columbia resulting from the implementation of the exits from the merchant function. These include, but are not limited to, the post-exit-the-merchant-function educational programs; and, information technology expenses incurred in development of revisions to current programs and development of new programs necessary for an exit from the merchant function for CHOICE-Eligible Residential Customers.

However, if the Commission denies an application filed by Columbia to exit the merchant function with regard to CHOICE-Eligible Residential Customers, any information technology expenses previously incurred in preparation for that exit shall instead be directly billed to all CHOICE and MVR Suppliers, and allocated based on throughput. Columbia will bill all information technology costs referenced in this paragraph directly to CHOICE and MVR Suppliers on a quarterly basis.

**NON-SEVERABILITY OF STIPULATION PROVISIONS**

The settlement agreement embodied in this Joint Stipulation and Recommendation was reached only after extensive negotiations between and among the Parties in the context of a collaborative stakeholder process, and reflects a bargained compromise involving a balancing of competing interests. Although the Joint Stipulation and Recommendation does not necessarily reflect the position any of the Parties would have taken if all of the issues addressed herein had been fully litigated, the Parties believe that, as a package, the Joint Stipulation and Recommendation strikes a reasonable balance among the various interests represented by the Parties, does not violate any important regulatory principle, and is in the public interest. This Joint Stipulation and Recommendation shall not be relied upon as precedent for or against any Party or the Commission itself in any subsequent proceeding, except as may be necessary to enforce the terms of the Joint Stipulation and Recommendation.

Because the Joint Stipulation and Recommendation is an integrated settlement, it is expressly conditioned upon the Commission adopting same in its entirety without material modification. Rejection of all or any part of the Joint Stipulation and Recommendation by the Commission shall be deemed to be a material modification for purposes of this provision. If the Commission materially modifies all or any part of this Joint Stipulation and Recommendation, and such modifications are not acceptable to all the Parties, the Parties agree to convene immediately to work in good faith to attempt to formulate an alternative proposal that satisfies the intent of the Joint Stipulation and Recommendation, or represents a reasonable equivalent thereto, to be submitted to the Commission for its consideration through a joint application for rehearing filed by all the Parties.[[6]](#footnote-6) If the Parties do not reach unanimous agreement with respect to such an alternative proposal, no alternative proposal shall be submitted, and any Party may, within thirty (30) days of the Commission’s order, file an application for rehearing supporting the adoption of the Joint Stipulation and Recommendation as filed. No Party shall oppose an application for rehearing filed by any other Party pursuant to this provision. Upon the Commission’s issuance of an entry on rehearing that does not adopt this Joint Stipulation and Recommendation in its entirety without material modification, or the alternative proposal, if one is submitted, a Party may terminate and withdraw from the Joint Stipulation and Recommendation by filing a notice with the Commission within thirty (30) days of the Commission’s entry on rehearing. No Party shall oppose the termination of the Joint Stipulation and Recommendation by any other party.

Upon notice of termination and withdrawal by any Party in accordance with the above procedure, this Joint Stipulation and Recommendation shall immediately and automatically become null and void.

The Parties have agreed to the above-described process to be followed in the event the Commission materially modifies the terms of this Joint Stipulation and Recommendation in recognition of the unique circumstances involved. A Party’s agreement to this process for purposes of this Joint Stipulation and Recommendation shall not be interpreted as binding such Party to support a similar process in any future proceeding, and the Commission’s approval of this Joint Stipulation and Recommendation shall not be interpreted or otherwise relied upon as authority for utilizing this process as a template for stipulations in future proceedings.

**RECOMMENDATION**

The Parties agree that the foregoing Joint Stipulation and Recommendation is in the best interests of all parties, urge the Commission to adopt the Stipulation.

AGREED THIS 4TH DAY OF OCTOBER, 2012.

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| /s/ Stephen B. Seiple  Stephen B. Seiple  On behalf of Columbia Gas of Ohio, Inc. | /s/ Stephen Reilly  (per telephone authorization 10/4/12)  Stephen Reilly  Assistant Attorney General,  Public Utilities Section  On behalf of the Staff of the Public Utilities Commission of Ohio |
| /s/ M. Howard Petricoff  (per email authorization 9/28/12)  M. Howard Petricoff  On behalf of the Ohio Gas Marketers Group | /s/ M. Howard Petricoff  (per email authorization 9/28/12)  M. Howard Petricoff  On behalf of the Retail Energy Supply Association |
| /s/ Barth E. Royer  (per email authorization 9/28/12)  Barth E. Royer  On behalf of Dominion Retail, Inc. |  |

1. The Ohio Gas Marketers Group for purposes of this proceeding includes: Constellation NewEnergy, Inc., Direct Energy Services, LLC, Direct Energy Business, LLC, Interstate Gas Supply, Inc., Integrys Energy, Inc., Just Energy Group, Inc. and SouthStar Energy LLC. [↑](#footnote-ref-1)
2. RESA’s members include: Champion Energy Services, LLC; ConEdison *Solutions*; Constellation NewEnergy, Inc.; Direct Energy Services, LLC; Energetix, Inc.; Energy Plus Holdings LLC; Exelon Energy Company; GDF SUEZ Energy Resources NA, Inc.; Green Mountain Energy Company; Hess Corporation; Integrys Energy Services, Inc.; Just Energy; Liberty Power; MC Squared Energy Services, LLC; Mint Energy, LLC; NextEra Energy Services; Noble Americas Energy Solutions LLC; PPL EnergyPlus, LLC; Reliant; TransCanada Power Marketing Ltd. and TriEagle Energy, L.P. The comments expressed in this filing represent the position of RESA as an organization but may not represent the views of any particular member of RESA. [↑](#footnote-ref-2)
3. Customer participation in the CHOICE program is measured according to the percentage of CHOICE-Eligible accounts that are not served under the SCO because they have selected a CRNGS supplier or are participating in a governmental aggregation. [↑](#footnote-ref-3)
4. Rate ready refers to the billing method under which the Supplier provides rates to Columbia. Columbia then calculates charges for the Supplier and creates a consolidated billing statement sent to customers. [↑](#footnote-ref-4)
5. Bill ready refers to the billing method under which the Supplier provides charges to Columbia that are ready to be placed on the bill. Columbia then creates a consolidated billing statement sent to customers. [↑](#footnote-ref-5)
6. The Commission Staff is not considered a signatory Party for the purposes of requirements regarding rehearing applications. [↑](#footnote-ref-6)