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June 13, 2011

Renee J. Jenkins
 Director of Administration
 Docketing Division
 Public Utilities Commission of Ohio
 180 East Broad Street
 Columbus, Ohio 43266-0573

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 PUCO

Re: Suburban Natural Gas Company
 Case No. 08-947-GA-ABN

Dear Ms. Jenkins:

Enclosed for filing in the above-referenced docket are the original and ten (10) copies of the Joint Motion of KNG Energy, Inc., Ohio Gas Company, and the Village of Deshler, Ohio for an order approving a substitution of service.

Due to a family emergency, undersigned counsel was unable to obtain signature authority from Deshler Village Solicitor, David M. Busick, prior to submitting the motion. It is anticipated that such authority will be submitted by subsequent letter.

Thank you for your attention to this matter.

Sincerely,



Barth E. Royer
 Attorney for KNG Energy, Inc.

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FILE

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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of :
Suburban Natural Gas Company for :
Authority to Abandon Service Pursuant :
to Ohio Revised Code Sections 4905.20 :
and 4905.21. :

Case No. 08-947-GA-ABN

JOINT MOTION
OF
KNG ENERGY, INC., OHIO GAS COMPANY, AND
THE VILLAGE OF DESHLER, OHIO
FOR AN ORDER APPROVING A SUBSTITUTION OF SERVICE

KNG Energy, Inc. ("KNG"), Ohio Gas Company ("Ohio Gas"), and the Village of Deshler, Ohio ("Deshler") hereby move for an order from this Commission approving a substitution of service to customers affected by the above-styled abandonment application of Suburban Natural Gas Company ("Suburban") and directing Suburban to take certain actions necessary to effect an orderly transfer of said customers with no interruption of service. The basis for this motion is set forth in the accompanying supporting memorandum.

WHEREFORE, KNG, Ohio Gas, and Deshler respectfully request that their motion be granted.

Respectfully submitted,




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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of	:	
Suburban Natural Gas Company for	:	
Authority to Abandon Service Pursuant	:	Case No. 08-947-GA-ABN
to Ohio Revised Code Sections 4905.20	:	
and 4905.21.	:	

MEMORANDUM IN SUPPORT
OF
JOINT MOTION
OF
KNG ENERGY, INC., OHIO GAS COMPANY, AND
THE VILLAGE OF DESHLER, OHIO
FOR AN ORDER APPROVING A SUBSTITUTION OF SERVICE

I. BACKGROUND

By the above-styled application filed herein on August 1, 2008, Suburban Natural Gas Company ("Suburban") seeks authority to abandon natural gas service to customers with the villages of Deshler, Hamler, Holgate, Hoytville, and Malinta, Ohio (collectively, the "Villages"), and to certain customers located in unincorporated areas in the general vicinity of the Villages. As described in the application, Suburban has, for many years, provided natural gas service to the Villages through a transmission and distribution system (the "System") owned collectively by the Villages and leased to Suburban pursuant to separate fifty-year lease agreements between Suburban's predecessor, Suburban Fuel Gas, Inc., and each of the Villages.¹ Under the 1959 deed and indenture that created the System, each village owns and is responsible for the distribution facilities that serve its own geographic area.² In addition, each village owns and is responsible for the segment of the System transmission line between that village and the next

¹ Application, 1.

² *Id.*

village, back to Deshler, which owns and is responsible for the segment between Deshler and the interconnection with the TCO interstate pipeline at North Baltimore.³ With the exception of the Malinta lease, which expires in 2012, the leases were to expire by their terms in October of 2009.⁴

The application states that, despite its good-faith efforts, Suburban was unable to negotiate a renewal of its lease agreements with the two largest villages, Deshler and Holgate, which account for more than two-thirds of the customers on the System.⁵ According to Suburban, because of the integrated nature of the System, which is now fed solely from the east through the interstate pipeline interconnection at North Baltimore, it is not practical or cost effective for Suburban to operate the System without having lease agreements in place with all the Villages.⁶ Thus, the application seeks authority for Suburban to abandon service to the Villages upon expiration of the existing leases, or at such other time as the Commission may deem appropriate.⁷

In its application, Suburban warranted that, if its application is approved, it would assist the Villages in transferring management and control of the System to the Villages or another operator so as to avoid interruption of service or inconvenience to customers served through the System.⁸ In this context, Suburban specifically identified KNG Energy, Inc. ("KNG") as a potential operator of the System, and stated elsewhere in the application that, upon information and belief, Deshler and Holgate had contracted with, or intended to contract with, KNG to manage the portions of the System they own.⁹

³ Application, 1-2.

⁴ Application, 1-2; *see also* Application Appendices A, B, C, D, and E.

⁵ Application, 2.

⁶ *Id.*

⁷ Application, 3.

⁸ *Id.*

⁹ Application, 2.

On August 21, 2008, KNG filed a motion to intervene. In the supporting memorandum accompanying its motion ("KNG Memorandum"), KNG explained that, in 2007, it had constructed an 8-inch, 12-mile pipeline from an interconnection to the Crossroads interstate pipeline north of the village of Deshler south to the village of Leipsic, Ohio (the "KNG Pipeline") in order to provide transportation service to a new ethanol plant in Leipsic.¹⁰ The route of the new KNG Pipeline brought it in close proximity to the System distribution facilities serving Deshler, and crossed the segment of System transmission line running from Deshler to the villages to the west, namely Hamler, Holgate, and Malinta.¹¹ A map showing the layout of the System and the location of the KNG Pipeline is attached hereto as Exhibit A.

At the time Suburban was attempting to negotiate a renewal of its leases with the Villages, both Deshler and Holgate approached KNG regarding the possibility of an interconnection with the KNG Pipeline that would permit KNG to deliver gas to those villages.¹² KNG indicated its willingness to discuss such arrangements, but was aware that there was a disagreement among of the Villages as to whether to renew their respective lease agreements with Suburban. Based on its mistaken understanding that Suburban had, in fact, entered into new leases with Hamler and Hoytville,¹³ KNG cautioned Deshler and Holgate that an agreement would have to be reached with Suburban regarding the monthly balancing issues that would arise if both Suburban and KNG were introducing gas into the System. However, KNG believed that Suburban might well be receptive to such an interconnection because access to the Crossroads interstate pipeline would create additional supply options for the villages it continued to serve.

¹⁰ See Case Nos. 07-13-GA-AIS and 07-424-GA-AEC.

¹¹ KNG Memorandum, 3.

¹² *Id.*

¹³ In its September 5, 2008 response to KNG's motion, Suburban indicated that, although Hamler and Hoytville had executed new leases, Suburban had not signed these documents based on its position that new leases were required from all the Villages so that the System could be operated on an integrated basis. Suburban Response, 1.

As explained in its earlier memorandum, KNG did move forward with discussions with Deshler officials, who indicated that Deshler, which already had its own municipal electric utility, was contemplating establishing a municipal gas utility, and was interested in entering into arrangement with KNG whereby KNG would provide operation and maintenance services to the municipal utility.¹⁴ As a part of the proposed arrangement, KNG would also provide transportation service to Deshler, either by directly connecting the KNG Pipeline to the Deshler facilities, or, if agreement could be reached with Suburban with respect to an interconnection of the System transmission line with the KNG Pipeline, by establishing a delivery point from the System transmission line at the north edge of the village.¹⁵

KNG also discussed possible service arrangements with Holgate officials.¹⁶ However, an arrangement with Holgate was complicated by the distance between Holgate and the KNG Pipeline. Unlike the Deshler distribution facilities, which are within a quarter mile of the KNG Pipeline, the Holgate distribution facilities are some eleven miles away. Thus, from KNG's perspective, the only feasible way to serve Holgate would be to utilize the existing System transmission line via an interconnection with the KNG Pipeline at the point where the System transmission line crosses the KNG Pipeline. Moreover, neither Hamler nor Malinta, both of which are downstream of the point where the System transmission line crosses the KNG Pipeline, had expressed any interest in an arrangement with KNG, which also made an arrangement with Holgate problematic from KNG's standpoint.

¹⁴ KNG Memorandum, 4.

¹⁵ The Deshler distribution facilities consist of both a high-pressure system and a low-pressure system. Although a direct connection with the KNG Pipeline would permit KNG to feed the low-pressure system, significant capital investment would be required to permit KNG to feed the high-pressure system under this alternative. On the other hand, although additional metering would be required, transportation service through a delivery point off the System transmission line at the north edge of the Deshler would be a much less costly option for the village.

¹⁶ See KNG Memorandum, 4.

As noted above, Suburban's existing leases with Deshler, Hamler, Holgate, and Hoytville were set to expire in October 2009. Although the Villages were, of course, aware of Suburban's abandonment application, none of the Villages had any alternative arrangements for natural gas service in place as the October 2009 lease expiration date approached. To provide the Villages with sufficient time to complete their new arrangements, Suburban tendered proposed ordinances to Deshler, Hamler, Holgate, and Hoytville, which, if adopted, would provide for an interim arrangement whereby, upon the expiration of the leases, Suburban would temporarily continue to provide natural gas service to the respective Villages under the terms of its filed tariff subject to orders of the Commission in this case.¹⁷ Deshler, Hamler, Holgate, and Hoytville enacted the proposed ordinances in late 2009, and Suburban filed the copies of the ordinances in this docket on January 25, 2010. Suburban has continued to serve customers affected by the application pursuant to these ordinances since their enactment.

II. THE NEW SERVICE ARRANGEMENTS

The Villages continued to explore possible arrangements for natural gas service subsequent to the enactment of the ordinances providing for the continuation of service by Suburban on an interim basis. Deshler ultimately did establish a municipal gas utility, and entered into a service agreement with KNG whereby KNG will operate and maintain the Deshler system for the municipal utility. Hamler, Holgate, and Malinta entered into discussions with Ohio Gas Company ("Ohio Gas"), which led to agreements whereby Ohio Gas will purchase their respective distribution and transmission assets, which include their respective segments of the System transmission line from Deshler to its western terminus (hereinafter referred to as the

¹⁷ Suburban advised the Commission of its proposals to Deshler, Hamler, Holgate, and Hoytville by a letter filed in this docket on October 9, 2009. Because the Malinta lease does not expire until 2012, it was not necessary for Suburban to propose an interim measure for Malinta at that time (Suburban Letter, n. 1).

“Ohio Gas Pipeline”). These transactions are scheduled to close July 1, 2011. The agreements contemplate that Ohio Gas will serve these villages through a combination of its Commission-approved tariff and individual municipal rate ordinances, and will serve unincorporated area customers pursuant to contracts that will mirror the provisions of the rate ordinances.

KNG and Ohio Gas entered into discussions regarding an arrangement that would permit Ohio Gas to transport gas from the Crossroads interstate transmission line over the KNG Pipeline to serve Hamler, Holgate, and Malinta, rather than utilizing the interconnection with the TCO interstate transmission line at the eastern terminus of the System transmission line at North Baltimore. These discussions resulted in an interconnection agreement (“Interconnection Agreement”) that was submitted to the Commission for approval on March 2, 2011 by the joint application of KNG and Ohio Gas in Case No. 11-1115-GA-ATR. The Interconnection Agreement provides, *inter alia*, that as consideration for KNG constructing the interconnection between the KNG Pipeline and the Ohio Gas Pipeline and installing the related necessary facilities, Ohio Gas will convey to KNG the segment of the newly-acquired Ohio Gas Pipeline from a point at or near the new interconnection eastward to Deshler (the “KNG Segment”). Acquisition of this segment of the Ohio Gas Pipeline will permit KNG to provide transportation service to Deshler from the north rather than constructing a direct connection from the KNG Pipeline to the Deshler distribution facilities, thereby permitting KNG to feed both the Deshler high pressure and low pressure systems. KNG will serve customers located on the KNG Segment under the same terms and conditions it serves its other unincorporated area customers.¹⁸ The Commission approved the Interconnection Agreement by its April 5, 2011 Finding and

¹⁸ Although KNG has a Commission-approved tariff (KNG P.U.C.O. No. 1) which contains the rules and regulations governing service to its unincorporated area customers, the rates applicable to this service are governed by individual customer contracts that mirror the rates established by ordinance by the village of Kalida, Ohio (*see* Case No. 92-378-GA-AEC).

Order in Case No. 11-1115-GA-ATR, finding that the agreement was “reasonable and in the public interest” and that the agreement would “enable the Applicants to provide adequate service at reasonable rates to their current and prospective customers.”¹⁹

Although the foregoing arrangements assure that natural gas service will be maintained to Deshler, Hamler, Holgate, and Malinta and to unincorporated area customers west of Deshler, these arrangements do not address service to the remaining Suburban customers east of Deshler currently served via the segment of the System transmission line between Deshler and the TCO interconnection at North Baltimore (the “Deshler Pipeline”). In addition to some forty unincorporated area customers served directly from the Deshler Pipeline, these remaining customers include customers in and around the village of Hoytville, which is located just south of the Deshler line, as well unincorporated area customers along a pipeline extending south from Hoytville to the village of McComb (the “McComb-Hoytville Pipeline”) owned by McComb.²⁰

In December 2010, Deshler issued a request for proposals for the purchase of the Deshler Pipeline. Although KNG was reluctant to purchase the Deshler Pipeline for a variety of reasons,²¹ KNG was mindful of Suburban’s position that a global resolution that would relieve Suburban of all obligations to serve all customers on the System simultaneously was required. Thus, KNG responded to Deshler’s request for proposals to purchase the Deshler Pipeline, with

¹⁹ Case No. 11-1115-GA-ATR (Finding and Order dated April 5, 2011, at 2).

²⁰ McComb also owns its own distribution system, which, like the McComb-Hoytville Pipeline, was originally installed as a part of the System. Although McComb once had a long-term lease agreement with Suburban similar to those of the Villages, that agreement has since been terminated. McComb’s distribution system is now supplied through a separate pipeline that is not part of the System.

²¹ KNG had significant concerns regarding the condition of the Deshler Pipeline, and believed that, in view of the limited number of customers involved and the potential cost of repairs, purchasing the line might not be cost-justified. In addition, Suburban maintained that the meter and regulation station at the TCO interconnection at North Baltimore was not part of the System, and that, notwithstanding the abandonment, it would still be entitled to charge for access to the TCO delivery point. Obviously, access to two interstate pipelines (Crossroads and TCO) would be a significant benefit to KNG and, ultimately, to all the affected customers, because it would increase supply options. However, litigating this issue would delay the transfer of customers and create additional costs for KNG that could not be justified when KNG could deliver gas from Crossroads to the Deshler Pipeline via the KNG Pipeline, the delivery point at the new interconnection, and the KNG Segment.

the thought that, if it could work out arrangements with Hoytville and McComb, the Suburban abandonment application could be laid to rest in its entirety.

KNG was the successful bidder for the Deshler Pipeline and is in the process of completing the purchase, which will close no later than July 1, 2011. Thus, KNG will be ready to commence service to the unincorporated customers located on the Deshler Pipeline when the KNG-Ohio Gas interconnection is placed in service. However, Hoytville subsequently elected to lease its distribution system to Ohio Interstate Energy, LLC ("OIE"), and McComb elected to sell the McComb-Hoytville Pipeline to OIE. It is unknown at this time if and when OIE will be prepared to commence service to customers in and around Hoytville and the unincorporated area customers on the McComb-Hoytville Pipeline, but, upon information and belief, OIE will not be in a position to commence service by the projected July 1, 2011 in-service date of KNG-Ohio Gas interconnection.²² As discussed in more detail *infra*, KNG is willing to serve these customers on a temporary basis until such time as OIE is prepared to commence service so as to accommodate Suburban's desire for a global resolution of its application, and to permit KNG, Ohio Gas, and the Deshler municipal gas utility ("DMGU") to move forward promptly with respect to the various steps that must be completed before they can commence service to their respective new customers.

III. COMMISSION AUTHORITY

Suburban, KNG, and Ohio Gas are public utilities and natural gas companies within the definitions of Sections 4905.02 and 4905.03(A)(6), Revised Code, and, as such, are subject to the

²² Although OIE has an application before the Commission for approval of a tariff to serve unincorporated area customers on the McComb-Hoytville Pipeline(see Case No. 11-3171-GA-ATA), OIE currently does not have authority from the Commission to operate as a natural gas company, and is not a party to this proceeding. Although OIE filed a tariff to provide service as Commission-regulated intrastate pipeline company in 2005 (see Case No. 05-468-PL-ATA), a review of its subsequent annual reports to the Commission indicates that it has never actually conducted operations as a pipeline company.

jurisdiction of this Commission pursuant to Sections 4905.04, 4905.05, and 4905.06, Revised Code. The Commission has subject matter jurisdiction over abandonment applications pursuant to Sections 4905.20 and 4905.21, Revised Code, commonly referred to as the Miller Act. In most instances, abandonment applications are filed when a railroad or publicly utility determines that it is no longer economically feasible to operate a particular facility or facilities (e.g., a track, depot, gas pipeline, electric line, generating plant, etc.).²³ Here, the circumstances are somewhat different, in that Suburban is not seeking authority to abandon facilities it owns. Rather, Suburban's application requested, in essence, that the company be relieved of its public utility obligation to serve because, upon expiration of its leases, Suburban would no longer have the physical capability or the legal right to serve the customers in question.

By entering into the various arrangements described above, Deshler, Hamler, Holgate, Malinta, Ohio Gas, and KNG have provided assurance that all customers from Deshler west and those served directly from the Deshler Pipeline will continue to receive service natural gas service through the facilities formerly leased by Suburban. Moreover, none of the actions taken by these villages – *i.e.*, Deshler's creation of a municipal natural gas utility and sale of the Deshler Pipeline to KNG, the sale by Hamler, Holgate, and Malinta of their respective distribution assets and interests in the transmission System to Ohio Gas, and the enactment of municipal rate ordinances by Hamler, Holgate, and Malinta -- are subject to Commission approval. Further, as noted above, the Commission has already approved the KNG-Ohio Gas Interconnection Agreement (including the transfer of the KNG Segment from Ohio Gas to KNG) and the Ohio Gas application for approval of special contracts with unincorporated area

²³ Indeed, Section 4905.20, Revised Code, states that a public utility must obtain PUCO approval to abandon facilities, and does not speak in terms of abandoning service. Section 4905.21, Revised Code, which lays out the procedures and standards for abandonment applications, also focuses on the abandonment of facilities, although it does mention, parenthetically, "or the service rendered thereby" (*i.e.*, the service rendered by the facilities sought to be abandoned).

customers²⁴ and now has before it the application of KNG and for approval of a transportation agreement governing the delivery of gas from Crossroads over the KNG Pipeline to the delivery point at the new interconnection.²⁵ In addition, although KNG will file its contracts with its new unincorporated customers with the Commission, under the process approved in Case No. 92-378-GA-AEC, those contracts are preapproved. Thus, Ohio Gas, KNG, and DMGU stand ready to provide service upon completion of the KNG-Ohio Gas interconnection.

This Commission has consistently held that where, as here, there will be no interruption of service to customers, an application by a public utility to terminate operations is not subject to the requirements of the Sections 4905.20 and 4905.21, Revised Code.²⁶ Rather, in such instances, the Commission has construed the application for authority to terminate operations to be an application for a substitution of service, and has exercised its general jurisdiction and supervisory authority under Sections 4905.05 and 4905.06, Revised Code, to insure an orderly transition and to assure that the affected customers will receive adequate and uninterrupted service.²⁷ Although, in the typical case, the utility seeking to be relieved from its obligation to serve requests the approval of the substitution of service, the logic of the Commission's conclusion that there is no abandonment where there will be no interruption of service does not

²⁴ See *In the Matter of the Application of Ohio Gas Company for Approval of a Special Arrangement for Provision of Natural Gas Service*, Case No. 11-2828-GA-AEC (Finding and Order dated May, 19, 2011).

²⁵ See *In the Matter of the Application of KNG Energy, Inc. for Approval of a Transportation Service Agreement with Ohio Gas Energy Services*, Case No. 11-3152-GA-AEC (Application filed May 23, 2011).

²⁶ See, e.g., *In the Matter of the Application of Water and Sewer LLC for an Order Approving a Substitution of Water Service*, Case No. 09-1842-WS-UNC (Finding and Order dated December 9, 2009); *In the Matter of the Application to Cancel the Certificate of Public Convenience and Necessity of Copley Square Water Company and Substitute Service*, Case No. 09-644-WW-UNC, and *In the Matter of the Application to Cancel the Certificate of Public Convenience and Necessity of Copley Square Water Company and to Substitute Service*, Case No. 09-645-ST-UNC (Finding and Order dated August 12, 2009); *In the Matter of the Application of Aqua Ohio, Inc. for Approval of the Sale of Certain Water Supply Facilities and Associated Operations to the City of Geneva Ohio, Modification of its Tariff and Certificate of Public Convenience and Necessity and other Appropriate Relief and Approvals*, Case No. 04-1685-WW-UNC (Finding and Order dated December 8, 2004); and *In the Matter of the Joint Application of Public Utility Service Corporation and the Board of Commissioners of Fairfield County to Remove Public Service Corporation from the Roll of Public Utilities Regulated by this Commission*, Case No. 87-1320-ST-UNC (Finding and Order dated September 9, 1987).

²⁷ *Id.*

require that the applicant utility orchestrate the substitution of service.²⁸ In this instance, Suburban's application was prompted by the fact that it would no longer have the facilities necessary to serve the Villages once the leases expired. The owners of those facilities, together with KNG and Ohio Gas, have entered into arrangements that will assure that there will be no interruption of service to customers in Deshler, Hamler, Holgate, and Malinta and to unincorporated area customers located west of Deshler and on the Deshler Pipeline. Thus, notwithstanding that Suburban initiated this proceeding by filing an application for an abandonment of service, the Commission should find that, as a result of the arrangements described above, there will be no abandonment with respect to the affected customers, grant the motion of KNG, Ohio Gas, and Deshler for approval of a substitution of service, and relieve Suburban from any further obligation to serve those customers subject to compliance with the terms of the transition plan discussed below. Indeed, as explained below, the 2009 ordinances under which Suburban now provides service to Deshler, Hamler and Holgate contemplate just such a result.

The ordinances enacted by Deshler, Hamler, Holgate, and Hoytville in late 2009 were designated as temporary measures designed to preserve service subsequent to the expiration of the leases to afford these villages sufficient time make other arrangements for natural gas service.²⁹ Section 2 of each ordinance specifically provides that the service provided by Suburban subsequent to the expiration of the leases will "be governed by Suburban's PUCO tariff and Orders of the Public Utilities Commission of Ohio in Case No. 08-947-GA-ABN." As described above, Deshler, Hamler, and Holgate have now made the necessary arrangements, as has Malinta, notwithstanding that the Malinta lease does not expire until 2012. Accordingly,

²⁸ See *In the Matter of the Application of Akron Thermal, Limited Partnership for an Emergency Increase in Rates for Steam and Hot Water Service*, Case No. 09-453-ST-AEM, *et al.* (Entry dated September 23, 2009).

²⁹ As previously noted, Suburban filed copies of these ordinances in this docket on January 25, 2010.

upon the issuance of an order by the Commission approving the substitution of service as proposed herein, Suburban's obligation to serve these villages would terminate.

KNG, Ohio Gas, and Deshler recognize that an order approving the substitution of service described above would not relieve Suburban of its obligation to serve its remaining customers in and around Hoytville and those located on the McComb-Hoytville Pipeline. However, KNG, Ohio Gas, and Deshler will be prepared to commence service July 1, 2011, and do not believe that they – or their new customers – should be held hostage by the fact that OIE will apparently not be ready to commence service at that time. As indicated above, KNG is willing to provide service to these remaining customers on a temporary basis until OIE is ready to commence operations, which would assure uninterrupted service to these customers and, thus, constitute the substitution of service necessary for the Commission to relieve Suburban from its obligation to serve these customers as a part of its order in this case.

As previously explained, Suburban's obligation to serve Deshler, Hamler, Holgate, and Hoytville now derives solely from the 2009 ordinances enacted by those villages, which, by their express terms, were temporary measures and are subject to "Orders" of the Commission in this case. Thus, with respect to Hoytville and those customers on the McComb-Hoytville Pipeline that is fed through Hoytville's facilities, the Commission should find that KNG should be substituted for Suburban as the service provider on the same temporary basis upon which Suburban now serves these customers, until such time as OIE is ready to commence service. As the substitute service provider, KNG would assume Suburban's current responsibility for routine maintenance and repairs of the Hoytville and McComb facilities used to serve these customers,³⁰ and would charge these customers the same rates charged its other unincorporated area

³⁰ As is now the case with Suburban, because KNG would have no ownership or leasehold interest in Hoytville or McComb facilities, any major repairs or improvements would continue to be the responsibility of the owners of these lines.

customers. Although KNG has a bundled rate, whereas Suburban has a base distribution rate, a gas cost recovery rate, and various riders, KNG's total charges are currently less than Suburban's total charges for the same usage. Thus, if KNG is substituted as the temporary service provider, the affected customers would not only receive uninterrupted service, but would pay less for the service than if Suburban continued as the temporary service provider. Accordingly, to permit KNG, Ohio Gas, and the Deshler municipal gas utility to move forward with the steps necessary to commence service to their respective new customers, and to relieve Suburban of all obligations to serve all customers affected by its application simultaneously, the Commission should order KNG to provide service to customers in and around Hoytville and on the McComb-Hoytville Pipeline on the temporary basis described above until such as OIE is ready to commence operations or until such other time as the Commission may determine.³¹

IV. TRANSITION PLAN

As noted above, the Commission has determined that, where a substitution of service is proposed, it has the authority to assure an orderly transition so that service to affected customers will not be interrupted. Pursuant to this authority, the Commission has ordered the utility ceasing operations to undertake specific measures to effectuate this result.³² KNG, Ohio Gas, and Deshler request that the substitution of service proposed herein be approved effective at 10:00 a.m. EST on July 1, 2011.³³ There are a number of steps that must be taken in advance of July 1, 2011 to assure that service to the affected customers will not be interrupted. KNG, Ohio Gas, and Deshler propose the following Transition Plan and request that the Commission, as part

³¹ At that point, KNG would transfer the affected customers to OIE subject to terms similar to those set out in the Transition Plan proposed herein for the transfer of customers to KNG by Suburban.

³² See, e.g., *In the Matter of the Application of Akron Thermal, Limited Partnership for an Emergency Increase in Rates for Steam and Hot Water Service*, Case No. 09-453-ST-AEM, *et al.* (Entry dated September 23, 2009, and Entry Nunc Pro Tunc dated October 7, 2009).

³³ 10:00 a.m. is the beginning of the "gas day."

of its order authorizing the substitution of service, approve this plan and direct Suburban to comply with the terms thereof.

1. Construction of Interconnection and Temporary By-Pass.

KNG has already commenced construction of the interconnection and the installation of related necessary facilities as provided in the Commission-approved Interconnection Agreement, but has not yet performed the welds required to tap the System transmission line. KNG will complete the construction of the interconnection and related necessary facilities as soon as practicable following the Commission order approving the substitution of service, and will place the interconnection in service on July 1, 2011 by opening the valves from the KNG Pipeline at or immediately before 10:00 a.m. on that date. Suburban and KNG shall coordinate the closing of the valve to the Deshler Pipeline and blanking of same at a mutually agreeable point in the vicinity of the North Baltimore interconnection immediately after KNG has verified that an adequate level of pressure has been established through the KNG interconnection. To provide for uninterrupted service during construction of the interconnection, Ohio Gas will construct and install, or cause to be constructed and installed, a by-pass on the Ohio Gas Pipeline around the interconnection (inclusive of the delivery points from the KNG Pipeline to the Ohio Gas Pipeline and the KNG Segment) to permit Suburban to fulfill its obligation under the 2009 Hamler and Holgate ordinances and the Malinta lease to deliver gas to customers west of the interconnection until this obligation terminates on July 1, 2011. KNG and Ohio Gas will coordinate their respective construction activities. KNG and Ohio Gas will provide notice to Suburban not less than two business days prior to commencing the construction of the taps, and will indemnify and hold Suburban harmless from any damage claims relating to these construction activities, including, in the case of Ohio Gas, any claims by customers resulting from an interruption of

service due to a failure of the by-pass. Notwithstanding any remaining interest in the Ohio Gas Pipeline Suburban may derive from the Malinta lease until the substitution of service is effective, Suburban will not interfere in any way with the KNG and Ohio Gas construction activities.

2. Customer Information.

Appendix A attached hereto sets out the customer information Ohio Gas, KNG, and DMGU require from Suburban to effectuate the transfer of customers and specifies the format in which such information is to be provided. Suburban shall provide such information to Ohio Gas, KNG, and the DMGU, or make arrangements for representatives of Ohio Gas, KNG, and DMGU to obtain such information within five (5) business days of the date of the Commission order approving the substitution of service. If Suburban does not have the information necessary to populate all the fields on the form set forth in Appendix A, Suburban will provide the information it does have, or, at its option, provide the entire customer record for each customer in the form in which it is maintained by Suburban. This information shall be deemed to be provided pursuant to the order of the Commission approving the substitution of service and, thus, the provision of this information by Suburban to Ohio Gas, KNG, and the DMGU will not constitute a violation of the Rule 4901:1-13-12(D)(1), Ohio Administrative Code, prohibition against the disclosure of customer account numbers.³⁴

3. Customer Notification.

Within seven (7) business days of the receipt of the customer information from Suburban, Ohio Gas, KNG, and DGMU shall notify affected customers by special mailing that they will

³⁴ The requested information also includes customer social security numbers. In the event the Commission determines that a waiver of Rule 4901:1-13-12(D)(2), Ohio Administrative Code, prohibition against the disclosure of customer social security numbers is required under these circumstances, KNG, Ohio Gas, and DMGU respectfully request that the Commission waive this rule so that the transfer of customers will be as seamless as possible from the customers' standpoint.

become their provider of natural gas service effective July 1, 2011. Such notice shall include the rates that will be charged for such service and the telephone number the customer may call for additional information regarding the substitution of service. For those unincorporated area customers that will be served by KNG pursuant to contract, the mailing will include the contract the customers are to sign and return, and the notice will explain that the failure to sign and return the contract may result in the interruption of their natural gas service. Ohio Gas will meet with each unincorporated customer personally to provide the information prescribed by this paragraph and to deliver and explain the required service contract.

4. Property, Maintenance, and Customer Records.

Appendix B attached hereto sets out the property, maintenance, and customer records Ohio Gas, KNG, and DMGU require to assume responsibility for providing service to the affected customers. Suburban shall provide such records to Ohio Gas, KNG, and the DMGU, or make arrangements for representatives of Ohio Gas, KNG, and DMGU to obtain such records within fifteen (15) days of the date of the Commission order approving the substitution of service.

5. Final Meter Reads.

Suburban will conduct final readings of the affected customers meters on June 30, 2011.

6. Final Bills – Purchase of Accounts Receivable.

Final bills for Suburban service and the treatment of accounts receivable of transferred customers shall be subject to the following procedures, which are specific to each of the indicated new providers.

a. Ohio Gas.

Suburban will provide to Ohio Gas the meter registrations from the June 30, 2011 meter reads, any security deposit amount (including accumulated interest), and any budget billing true-up amount for each customer to be served by Ohio Gas no later than July 15, 2011. Ohio Gas will bill each customer at the applicable Suburban rates for the June service month and any past due balance,³⁵ subject to any applicable adjustments for an unapplied security deposit and/or budget-billing true-up, which shall be applied to the account and netted against the balance due. Ohio Gas will purchase from Suburban the accounts receivable of the transferred customers net of the adjustments for budget billing true-ups and subject to a discount for undercollection based on Suburban's collection experience for the most recent twelve-month period for which information is available.³⁶ At the same time, Suburban will transfer its total unapplied security deposit balance, including accumulated interest, to Ohio Gas. Ohio Gas will provide payment to Suburban in the amount of the net of the accounts receivable balance (including the budget billing true-up) and the security deposit balance (including accumulated interest) no later than August 15, 2011.

b. KNG.

Because KNG does not have the ability to bill Suburban's rates, Suburban will bill customers for the June 2011 service month and any past due balance³⁷ no later than July 8, 2011, subject to the adjustments for unapplied security deposits and budget-billing true-ups, which shall be applied to the account by Suburban and netted against the balance due. If the application

³⁵ In the case of customers enrolled in the percentage of income payment plan ("PIPP") program, the final bill will include only the customer's unpaid PIPP installment payment obligations.

³⁶ PIPP customer arrearages resulting from the difference between the specified PIPP installment payments and the actual bills for service will not be included in determining the purchase price of the accounts receivable purchased by Ohio Gas.

³⁷ In the case of customers enrolled in the PIPP program, the final bill will include only the customer's unpaid PIPP installment payment obligations.

of the security deposit or budget-billing true up results in a surplus on the account, Suburban will refund the amount the amount of the surplus to customer no later than August 1, 2011. KNG will purchase from Suburban the accounts receivable of the customers it will serve,³⁸ and Suburban's billings for the June service month will include a prominent instruction to customers that the amounts are to be paid to KNG at KNG's billing address. KNG will make final payment for the purchase of the accounts receivable on August 31, 2011 in the amount it has actually collected for the final Suburban bills as of that date. Customer payments collected by KNG during this period shall be applied first to the Suburban bill balance in determining the price for the accounts receivable purchase. Suburban shall be entitled to recover any uncollected amounts from such final bills through its uncollectible expense rider.

c. DMGU.

Suburban will bill customers transferred to DMGU for the June 2011 service month and any past due balance³⁹ no later than July 8, 2011, subject to the adjustments for unapplied security deposits and budget-billing true-ups, which shall be applied to the account by Suburban and netted against the balance due. If the application of the security deposit or budget-billing true up results in a surplus on the account, Suburban will refund the amount the amount of the surplus to customer no later than August 1, 2011. Suburban will retain the accounts receivable of customers transferred to DMGU. Suburban shall be entitled to recover any uncollected amounts from such final bills through its uncollectible expense rider.

³⁸ PIPP customer arrearages resulting from the difference between the specified PIPP installment payments and the actual bills for service will not be included in determining the purchase price of the accounts receivable purchased by KNG.

³⁹ In the case of customers enrolled in the PIPP program, the final bill will include only the customer's unpaid PIPP installment payment obligations.

7. Commencement of Service.

To assure that the substitution of service will be as seamless as possible from the standpoint of the affected customers, Ohio Gas, KNG, and DMGU will not require applications for service as a condition of commencing service to the transferred customers; provided, however, that, to the extent the customer information provided by Suburban is incomplete or additional information is necessary, the new provider may require the transferred customer to provide, within a reasonable period of time, such information as the new provider deems necessary. After service has commenced, Ohio Gas, KNG, and DMGU may require the customers to complete an application for service; provided, however, that, so long as the customer maintains a satisfactory payment record, neither Ohio Gas nor KNG will require a security deposit from the customer as a condition of providing service.

8. PIPP Customers.

Customers transferred to Ohio Gas that are currently enrolled in the gas PIPP program shall continue as PIPP customers of Ohio Gas so long as they comply with the PIPP eligibility recertification requirements and make the required PIPP installment payments. Although KNG and DMGU do not offer PIPP, the fact that all PIPP customers transferred will begin with a zero arrearage balance is a significant benefit to these customers. As provided in paragraph 6 of the Transition Plan, the difference between the PIPP install payment amount and the actual bill for service to PIPP customers (the "PIPP Arrearage") shall not be included in the final bills issued to any transferred PIPP customer. To the extent that Suburban has not previously recovered the PIPP arrearage through its PIPP rider, Suburban may flow the arrearages of transferred PIPP customers through its PIPP rider.

9. Special Contract Customer

Suburban currently serves one customer located on the Deshler Pipeline pursuant to a Commission-approved competitive response contract.⁴⁰ Suburban will assign this contract to KNG effective July 1, 2011, and KNG shall accept the assignment as of that date. Suburban shall issue a final bill for the June 2011 service month and any past due balance as provided in Paragraph 6.b above, including the instruction that the customer is to remit payment to KNG. KNG shall purchase the account receivable as provided in Paragraph 6.b above.

10. Line-Pack Gas.

In discussions regarding its application in this case, Suburban has indicated to KNG and Ohio Gas that it expects to be compensated for the value of the gas in the System necessary to maintain required pressures – commonly referred to in the industry as “line-pack gas” – at the time its obligation to provide service to the affected customers terminates. Although KNG and Ohio Gas do not necessarily agree that Suburban is legally entitled to compensation for line-pack gas, in the interest of facilitating the substitution of service, KNG and Ohio Gas agree to pay Suburban the reasonable value of the line-pack gas as of July 1, 2011. Within five (5) business days of the date of the Commission order authorizing the substitution of service, Suburban will provide to Ohio Gas an estimate of the value of the line-pack gas in the portion of the System that will be acquired by Ohio Gas (*i.e.*, the Hamler, Holgate, and Malinta distribution systems that the Ohio Gas Pipeline from the proposed interconnection with the KNG Pipeline west), and will provide to KNG an estimate of the value of the line-pack gas in the remaining portion of the System, including the Deshler distribution system. Such estimates will be supported by written documentation showing how they were derived. Ohio Gas and KNG shall pay Suburban for this

⁴⁰ See Case No. 10-2465-GA-AEC.

line-pack gas no later than July 15, 2011; provided, however, that if Ohio Gas or KNG disputes the reasonableness of Suburban's estimates, the matter will be submitted to a member of the Commission staff mutually-acceptable to Suburban, Ohio Gas, and KNG, whose decision as to the reasonable value of the line-pack gas shall be binding upon the parties. In such event, payment will be made within fifteen (15) days of the date of the Commission staff member's determination.

V. CONCLUSION

The circumstances underlying Suburban's abandonment application are unique, and have presented a number of challenges. Throughout, the shared objective of Suburban, KNG, Ohio Gas, and Deshler has been to assure that there will be an orderly transfer of the affected customers and that all affected customers will continue to receive adequate and uninterrupted service. KNG, Ohio Gas, and Deshler have devoted considerable effort to achieving this objective and believe that the proposed substitution of service as described herein will accomplish this result. Accordingly, KNG, Ohio Gas, and Deshler respectfully request that their motion be granted and that the Commission issue an order finding that the substitution of service subject to the terms and conditions set forth herein is reasonable, in the public interest, and should be approved, and that Suburban should be relieved from any further obligation with respect to the affected customers effective July 1, 2011.

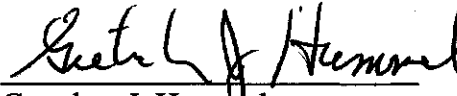
Respectfully submitted,

A handwritten signature in black ink, appearing to read "B. E. Royer", with a long horizontal line extending to the right.

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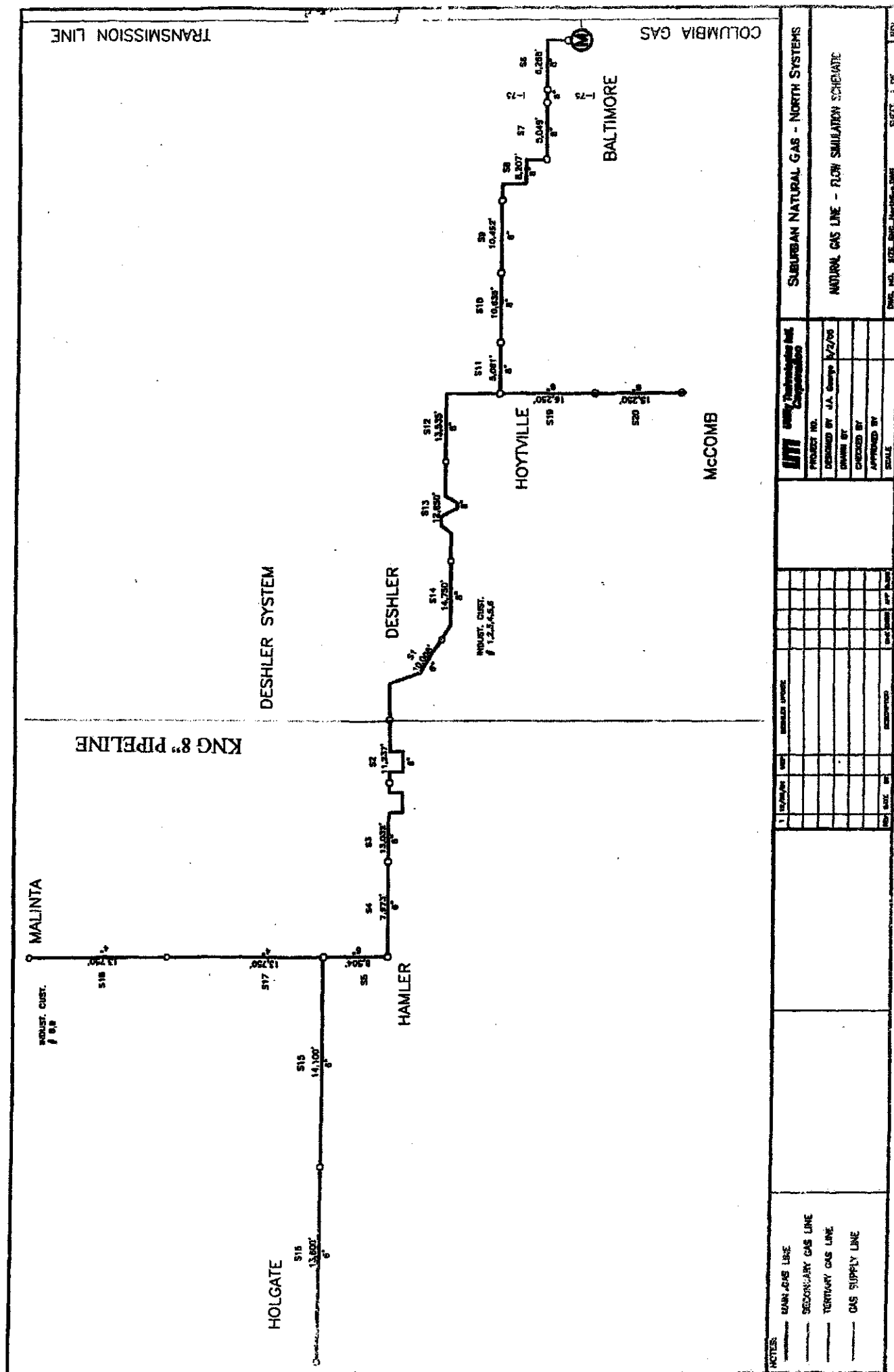
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EXHIBIT A



APPENDIX A

CUSTOMER ACCOUNT INFORMATION

Export File Type: Microsoft Excel or if a database based on SQL, Access, Fox Pro or Firebird is provided we should be able to extract needed information.

Requirements, Export Field Order, Definitions and Formatting

(Bare minimum amount and type of information needed. Append any additional information to the end of the export file or place in additional books within the export file.)

Field Name	Description	Width	Valid Values	Requirements	Notes
Name 1	Primary Customer Name	30	Characters	First Name, Middle Initial, Last Name	All capital letters if possible
Name 2	Secondary Customer Name	30	Characters	First Name, Middle Initial, Last Name	All capital letters if possible
Address 1	Billing Address	30	Characters		All capital letters if possible
City / State	Billing City & State	30	Characters	City, State	All capital letters if possible
Zip	Billing Zip Code	9	Characters		
Sort Name 1	Primary Customer Sort Name	20	Characters	Last Name, First	All capital letters if possible
Sort Name 2	Secondary Customer Sort Name	20	Characters	Last Name, First	All capital letters if possible
Phone 1	Primary Phone #	10	Numeric		
Phone 2	Secondary Phone #	10	Numeric		
Social Security 1	Primary Customer Social Security #	9	Numeric		
Social Security 2	Secondary Customer Social Security #	9	Numeric		
Service Address 1	Service Location #	5	Characters		
Service Address 2	Service Location Direction	2	Characters		
Service Address 3	Service Location Street Name	21	Characters		
Meter#	Meter Number	8	Characters		
Meter Dials	# of Meter Dials	2	Numeric		
Meter Install Date	Installation Date of Meter	8	Date		
Meter Serial	Meter Serial # or ID	12	Characters		
Meter Pressure	Pressure Setting of Meter	3.5	Numeric		Example: 001.00000
Meter Type	Name Code of Meter	7	Characters		Manufacture & Model
Meter Constant	Meter Multiplier Factor	3,5	Numeric		Example: 001.00000

Field Name	Description	Width	Valid Values	Requirements	Notes
Meter Location	Description of where Meter is Located	30	Characters		
Current Read	Current Meter Read Value	8	Numeric		Will need to be updated again at time of possession
Read Date	Current Meter Read Date	8	Date		Will need to be updated again at time of possession
Bill History	Meter Usage in CCF	8	Numeric	24 Months	Usage in CCF by accounting period and Revenue Class- At least 12 months
Connection Date	Date Service Connected	8	Date		
Disconnect Date	Date Service Disconnected	8	Date		
Account Status	Current status of Account	1	Characters	A or I	A = Active I = Inactive
Revenue Class	Classification of Customer	1	Characters	R or C	R = Residential I- Industrial C = Commercial T-Transportation
Account Type	Type of Account	1	Characters	B or P	B = Budget P = PIPP Leave Blank if neither
PIPP Start Date	Start Date customer went on PIPP	8	Date		
PIPP Amount	Current Customer PIPP Amount	4.2	Numeric		Example: 0128.00
PIPP Re-Cert Date	Customers PIPP Revivification Date	8	Date		
ACH Status	Is the Customer on ACH	1	Characters	Y or N	Yes or No
ACH Name	Bank Name	23	Characters		
ACH Account	Customer Account #	17	Characters		
ACH Type	Customers Account Type	1	Characters	C or S	C = Checking S = Savings
ACH Bank #	Bank DFI ID#	9	Numeric		
Own / Rent	Does Customer Own or Rent Property	1	Characters	R or O	R = Rent O = Own
Landlord Name	Name of Landlord	30	Characters		All capital letters if possible
Landlord Address 1	Street Address	30	Characters		All capital letters if possible
Landlord Address 2	City, State, Zip	30	Characters		All capital letters if possible
Landlord Phone	Landlord Phone #	10	Numeric		All capital letters if possible
Landlord Notes 1	Any Landlord Notes	30	Characters		All capital letters if possible
Landlord Notes 2	Any Landlord Notes	30	Characters		All capital letters if possible
Landlord Notes 3	Any Landlord Notes	30	Characters		All capital letters if possible

APPENDIX B

RECORDS AND OTHER INFORMATION

Property, Maintenance, and Inspection Records:

1. **Leak Records** (All original records of outstanding and repaired leaks on the System pipelines)
2. **Leak Survey Records** (All records created and maintained of past leak surveys conducted on the System, including, but not limited to, business district, service lines, and catch basin/manhole surveys, and any special leak surveys performed)
3. **Patrolling Records** (All patrolling records created and maintained, including any additional information regarding actions taken as a result of patrolling reports)
4. **Annual P/S Test Point (TP) Readings** (All test station records created and maintained, including, but not limited to, readings and detailed physical location information, and any additional information regarding actions taken as a result of such TP readings)
5. **Rectifiers and Bonds Records** (All rectifier and bond records created and maintained, including, but not limited to, detailed physical locations and readings, plus any additional information regarding actions taking as a result of such readings)
6. **Inspection of Excavated/Exposed Pipelines** (All records created and maintained regarding visual inspections of excavated and exposed pipelines)
7. **Atmospheric Corrosion Inspections** (All records created and maintained of atmospheric corrosion inspections, including regulator stations, meter sets and above-ground mains)
8. **Service Line Corrosion Surveys** (All records created and maintained regarding service line corrosion surveys).
9. **Critical Valves** (All records created and maintained regarding critical valves, including annual inspections, detailed location information, detail of the curb keys needed for each valve, the ownership of which shall be transferred by Suburban to the new provider on the Transfer Date)
10. **Regulator Station Inspections** (All records created and maintained regarding annual regulator station inspections, including design records, location information, plus any additional information that may be available regarding regulator stations, including, but not limited to, overpressure protection verification and relief valve capacity data and most recent calculations)

11. Records used to Determine MAOP (All records created and maintained used in the establishment of the MAOP on each line segment of the System pipelines, and all records affecting the MAOP of the line segments together with any additional related information that may be available)
12. Service Card Records (All service card records created and maintained, including the location of service curb valves and an indication if the service has a curb valve and/or an excess flow valve (EFV), and detail of the curb keys needed for each valve, the ownership of which shall be transferred by Suburban to the new provider on the Transfer Date.
13. Riser Inventory (All records created and maintained containing the complete riser inventory as required by the Commission, including the location and manufacturer of each riser, together with a copy of Suburban's riser replacement program, including a list of all prone-to-fail risers and steel risers in the System and their locations)
14. Location of all EFVs (All records created and maintained listing the number and location of all EFVs in the System and any additional information that may be available to meet current Federal DOT reporting requirements)
15. Repair Records (All records created and maintained of repairs made over the life of the System pipelines)
16. Incident Reports (All incident reports relating to System facilities).
17. Meter Inspections and Maintenance Records (All records created and maintained regarding large meter inspections and maintenance)
18. Odorization Records (All odorization records created and maintained)
19. Office of Pipeline Safety Correspondence (All correspondence from the Commission's Office of Pipeline Safety regarding the System pipelines, including any non-compliance letters, and the disposition of the issues raised by such letters).
20. Construction Reports (All records or documentation relating to additions or improvements to the System pipelines.
21. Pressure Test Reports (All pressure test reports on the System pipelines).
22. IMP and DIMP Program Records (All records maintained as a result of the IMP and DIMP programs)
23. Annual DOT Reports (All annual DOT reports and the detailed system breakdown used to produce the annual DOT report by village-owned segment, and any additional records use to produce the annual DOT report)

24. Pending Public Improvement Projects (A list of project(s) by ODOT, county, township, or municipality, whether active, in planning, or proposed for possible future consideration, along with the most recent three years of records concerning such projects, and any additional related records)
25. O&M Records (All records pertaining to the System pipelines, including a copy of the O&M procedures manual)
26. Village and System Maps (All maps showing the location, size, and materials of distribution facilities and indicating approximate locations in reference to the centerline of the road right-of-way for the System pipelines)
27. Real Property Records (All original easements, right-of-way agreements, or other real property interests related to the System pipelines)

Customer Information:

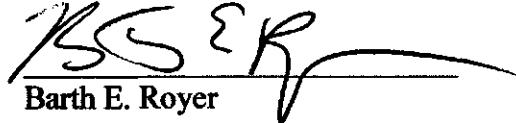
1. List of customers on life support.
2. List of customers with medical certification and copies of certification documents.
3. PIPP customer verification and re-verification records (Ohio Gas customers only).
4. Copies of customer files including applications and any correspondence.
5. Copies of any current contracts or special agreements.

Miscellaneous:

1. Public Awareness Information (All mailing lists for the distribution of materials pursuant to the Office of Pipeline Safety' Public Awareness requirements)
2. Electric Bills (Copies of most recent electric bills and documentation showing electric service locations)

CERTIFICATE OF SERVICE

It is hereby certified that a true copy of the foregoing was served upon the following persons listed below by electronic mail and/ or by regular U.S. Mail, postage prepaid, this 13th day of June 2011.


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