

FILE

BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint of)
The Office of the Ohio Consumers')
Counsel, et al.,)
)
Complainants,)
)
v.)
)
Interstate Gas Supply, Inc.)
)
Respondent.)

Case No. 10-2395-GA-CSS

DIRECT TESTIMONY OF VINCENT A. PARISI

On Behalf of Interstate Gas Supply, Inc.

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1 **DIRECT TESTIMONY OF VINCENT A. PARISI**

2 **I. INTRODUCTION**

3 **Q. Please state your name and business address.**

4 A. My name is Vincent A. Parisi. My business address is 6100 Emerald
5 Parkway, Dublin, Ohio 43016.

6 **Q. By whom are you employed and in what capacity?**

7 A. I am employed by Interstate Gas Supply, Inc. ("IGS"). My position is
8 General Counsel and Regulatory Affairs Officer.

9 **Q. How long have you served in such capacity?**

10 A. I have been General Counsel for IGS since September 2003 and
11 Regulatory Affairs Officer since 2006.

12 **Q. As General Counsel, what are your responsibilities?**

13 A. I am responsible for all legal matters and regulatory issues for IGS. I
14 oversee IGS' legal department and manage all internal and external legal
15 and regulatory issues.

16 **Q. What is the purpose of your testimony in this matter today?**

17 A. On October 21, 2010, the Complainants in this proceeding filed a
18 Complaint against IGS, alleging that IGS has engaged in marketing acts
19 that were unfair, misleading, deceptive, or unconscionable acts or
20 practices by using the trade name and logo Columbia Retail Energy.
21 Additionally, the Complainants allege that IGS' use of the trade name and
22 logo Columbia Retail Energy is an anticompetitive act. The purpose of
23 this testimony is to demonstrate to the Commission that IGS proceeded

1 with an abundance of caution before ever using the Columbia Retail
2 Energy service mark and, in IGS' opinion, complied with every Ohio law
3 and Commission rule with respect to competitive retail natural gas
4 suppliers' use of and marketing with a trade name.

5 **Q. Please describe the nature of IGS' business in Ohio.**

6 A. IGS is an Ohio corporation with its principal office located at 6100 Emerald
7 Parkway, Dublin, Ohio 43016. IGS is a retail natural gas supplier and is in
8 the business of marketing and selling natural gas to Ohio industrial,
9 commercial and residential customers. Since 1989, IGS has served its
10 customers honestly and reliably and continues to do so today. IGS was
11 one of the first natural gas choice suppliers in Ohio, and over the years
12 has worked cooperatively with the Public Utilities Commission of Ohio,
13 consumer groups, and other certified natural gas suppliers to develop one
14 of the most (if not the most) vibrant and competitive natural gas markets in
15 the country.

16 **Q. Is IGS certified by the PUCO to operate as a competitive retail natural**
17 **gas supplier in Ohio?**

18 A. Yes. IGS has been certified as a competitive retail natural gas supplier
19 with the Commission since July 23, 2002. (PUCO Case No. 02-1683-GA-
20 CRS).

21 **II. MEASURES TAKEN PRIOR TO USING CRE SERVICE MARK**

22
23 **Q. When did IGS enter into an agreement to use the CRE service mark?**

1 A. On or about July 15, 2010, IGS and NiSource Retail Services, Inc. ("NRS")
2 entered into a Service Mark License Agreement ("License Agreement"),
3 authorizing IGS to use the service mark "Columbia Retail Energy" as a
4 trade name in marketing IGS' products.

5 **Q. Did IGS contact the Commission Staff regarding its use of the CRE**
6 **trade name?**

7 A. Yes, we contacted Commission Staff regarding IGS' use of the CRE trade
8 name.

9 **Q. Was this contact made before IGS started using the CRE trade**
10 **name?**

11 A. Yes.

12 **Q. Why did you contact the Commission Staff?**

13 A. IGS wanted to provide Staff with the information regarding the relationship
14 that it had, at the time, recently entered with NiSource for the use of the
15 trade name, to discuss with Staff IGS' proposed disclosures related to the
16 use of the trade name, to provide Staff with draft examples of the
17 disclosures IGS was suggesting it would use, and to ask for feedback or
18 comments the Staff had regarding the same. The purpose of doing so
19 was to be absolutely certain that the disclosures IGS was proposing to use
20 addressed any concerns the Staff might have and to insure compliance
21 with Ohio rules. IGS is aware that arguably no law or Commission rule
22 regulates a non-affiliated company using a utility's trade name or logo;
23 however, it believed the intent, if not the language, in 4901:1-29-

1 05(C)(8)(f) Ohio Administrative Code contemplated that when using a
2 name similar to an natural gas utility, proper disclosures accompany such
3 use. As such, IGS believed it appropriate to follow such rule and to work
4 with Commission Staff to ensure that the disclosures to be used by IGS
5 when marketing under the trade name were compliant with the rules. Said
6 another way, IGS determined it to be prudent to comply with these rules
7 even though IGS is not an affiliate of a utility.

8 Additionally, Ohio Administrative Code Chapter 4901:1-37, which
9 governs affiliates and electric utilities, ensures that the electric retail
10 market remains competitive by preventing an affiliate from receiving an
11 unfair competitive advantage in the marketplace. In the electric market,
12 the Commission requires the utility and the affiliate to have corporate
13 separation in all aspects of their business, including but not limited to,
14 corporate structure, finances, and accounting, and the utility and affiliate
15 may not share any proprietary information. IGS does not believe these
16 concerns are an issue with respect to IGS' use of the trade name CRE
17 because IGS does not have any corporate connection with NiSource or
18 Columbia Gas of Ohio. In fact, the rule requires separation "to the
19 maximum extent possible" and it is IGS' belief that there can be no greater
20 separation than the separation between two completely separate
21 companies with separate employees, property, payroll, equipment, call
22 centers and absolute separation between all utility functions and IGS'
23 functions.

1 IGS met, either in person or through email, on several occasions
2 with the Commission Staff to make certain that its use of the CRE name
3 complied with the Commission's rules. The Staff provided IGS with
4 suggested revisions regarding such disclosures and IGS incorporated all
5 such suggested revisions into the proposed disclosures. With the
6 revisions, Staff acknowledged that, in its estimation, the disclosures
7 comported with Ohio rule.

8 **Q. Did IGS inform the Commission that IGS would use the CRE service**
9 **mark?**

10 A. Yes.

11 **Q. Did IGS inform the Commission prior to using the CRE service mark?**

12 A. Yes.

13 **Q. How did IGS inform the Commission that IGS would use the CRE**
14 **service mark?**

15 A. On August 6, 2010, IGS filed a Notice of Material Change in IGS'
16 Certification Docket. In the Notice of Material Change, IGS provided
17 notice to the Commission that IGS was registering the trade name
18 Columbia Retail Energy with the Ohio Secretary of State, and that in the
19 future, IGS would offer service using the name Columbia Retail Energy.

20 **Q. When did IGS register the trade name Columbia Retail Energy with**
21 **the Secretary of State?**

22 A: IGS registered the trade name Columbia Retail Energy on August 3, 2010.

- 1 **Q. When did the Secretary of State issue a Certificate to use the trade**
2 **name Columbia Retail Energy?**
- 3 A. The Secretary of State issued the Certificate to use the trade name on
4 August 6, 2010.
- 5 **Q. Is this Certificate required before IGS can use a trade name in Ohio?**
- 6 A. Yes.
- 7 **Q. Did IGS meet with Staff regarding appropriate disclosures for IGS to**
8 **use when marketing under the trade name CRE?**
- 9 A. Yes. IGS and the Staff met to discuss IGS' disclosures for CRE. We also
10 communicated over the phone and via email.
- 11 **Q. What were the concerns that IGS and Staff discussed regarding IGS'**
12 **use of the trade name CRE?**
- 13 A. Both IGS and Staff wanted the disclosures to comply with O.A.C. §
14 4901:1-29-05-(C)(8)(f), which governs marketing and solicitation
15 disclosures when using a name similar to a utility. Accordingly, IGS
16 drafted and revised, per Staff's suggestions, language for CRE's
17 marketing and sales solicitations that clearly stated (1) CRE is not an
18 affiliate of NiSource or the utility Columbia Gas of Ohio, (2) the CRE name
19 and logo was trademark of NiSource Corporate Services Company, (3)
20 that CRE is used under license by IGS, and (4) IGS is not an affiliate of
21 NiSource Corporate Services or Columbia Gas of Ohio.
- 22 **Q. Did IGS and Staff agree upon appropriate disclosures for CRE?**

1 A. Yes. IGS and Staff agreed to certain disclosures that IGS later filed with
2 Commission in the Certificate Case on September 10, 2010 (attached as
3 Exhibit 1).

4 **Q. Were IGS' and Staff's concerns addressed in the agreed upon**
5 **disclosures?**

6 A. Yes. IGS believes that the disclosures on the CRE solicitations are
7 conspicuous and identify (1) CRE is not an affiliate of NiSource or the
8 utility Columbia Gas of Ohio, (2) the CRE name and logo was trademark
9 of NiSource Corporate Services Company, (3) that CRE is used under
10 license by IGS, and (4) IGS is not an affiliate of NiSource Corporate
11 Services or Columbia Gas of Ohio. In addition, IGS also added a
12 disclosure that the services provided under the CRE trade mark were
13 provided by IGS, to address concerns expressed by Retail Energy
14 Suppliers Association (RESA). IGS believes that a consumer receiving a
15 solicitation with these disclosures will be sufficiently informed to make an
16 educated decision with respect to the identity of the certified natural gas
17 marketer sending the solicitation.

18 **Q. Since the agreement was reached between IGS and Staff, has the**
19 **Staff contacted IGS to revisit the agreed upon disclosures?**

20 A. No. However, after IGS made a website available to the public, RESA
21 expressed concerns that the website did not contain sufficient disclosures
22 in all locations. Subsequent to that expression by RESA, in IGS'
23 certification docket, Staff contacted me to request access to the website

1 pages to review the use of the disclosures. After Staff's review of the
2 website, Staff requested that IGS add a disclosure to the first page in an
3 additional location, and IGS made the requested change.

4 IGS also contacted Staff after those initial discussions to request
5 Staff review and comment on changes to the disclosures requested by
6 RESA. Staff reviewed the subsequent revisions and again notified IGS
7 that the proposed changes met the requirements of 4901:1-29-05(C)(8)(f).
8 IGS subsequently incorporated the changes requested by RESA into its
9 mailers, website and other affirmative solicitations and has been using the
10 revised disclosures since.

11 **Q. Did IGS send any marketing or sales solicitations using the CRE**
12 **trade name prior to filing the disclosures with the Commission on**
13 **September 10, 2010?**

14 **A. No.**

15 **Q. Has IGS sent any marketing or sales solicitations to consumers**
16 **using the CRE trade name that did not have disclosures clearly**
17 **written on the solicitation?**

18 **A. No.** Every marketing or sales solicitation that CRE has sent to
19 consumers has used disclosures. In addition, after the initial solicitation
20 sent in late 2010, IGS also added a disclosure on the outside of the
21 solicitation envelopes next to the CRE logo and modified the size of the
22 disclosures used on the solicitation itself to be the same size as the
23 standard text in the solicitation letters.

1 **III. SETTLEMENT WITH RESA**

2 **Q. What happened in the Certificate Docket after you filed the Notice of**
3 **Material Change?**

4 A. Several parties moved to intervene in the Certificate Case objecting to
5 IGS' use of the trade name Columbia Retail Energy. Specifically, the
6 Office of the Ohio Consumers' Counsel ("OCC"), the Retail Energy Supply
7 Association ("RESA"), Border Energy, Inc. ("Border"), the Ohio Farm
8 Bureau Federation ("OFBF"), Delta Energy, LLC ("Delta"), Northeast Ohio
9 Public Energy Council ("NOPEC"), MXenergy, Inc. ("MXenergy") and
10 Stand Energy Corporation ("Stand") moved to intervene in the proceeding.
11 On November 10, 2010, the Commission denied the motions to intervene
12 because they raised issues outside the scope of the Certificate Case. The
13 Commission did not consider MXenergy's motion to intervene, however,
14 MXenergy promptly withdrew from the case after the November 10, 2011
15 Entry was issued.

16 **Q. Did IGS engage in settlement discussions with any parties to the**
17 **Certificate Case?**

18 A. Yes, IGS engaged in settlement discussions with various parties that
19 sought to intervene in the Certificate Case. On or about January, 2011,
20 IGS reached a settlement agreement with RESA regarding disclosures
21 that was later formalized in writing and executed.

22 **Q. What does the settlement agreement with RESA address?**

1 A. The settlement agreement addresses the disclosures that IGS will use
2 when marketing under the trade name Columbia Retail Energy as well as
3 positions that RESA and IGS would take in any rulemaking relevant to the
4 use of similar names.

5 **Q. Did RESA and IGS agree regarding what disclosures are appropriate**
6 **for IGS' use of the trade name CRE?**

7 A. Yes. IGS and RESA agreed to interim and permanent disclosures for
8 CRE in Ohio, Pennsylvania, Virginia and Maryland (attached as Exhibit 2).
9 The interim disclosure will be in affect until the Commission promulgates
10 formal rules regarding a competitive retail natural gas supplier's use of a
11 non-affiliated utility's trademark, at which time, the permanent disclosures
12 will be used. IGS is currently using the interim disclosures.

13 **Q. Can you describe the current CRE disclosures?**

14 A. Yes. On all materials utilizing the CRE trademark (with the exception of
15 merchandising materials such as t-shirts and golf balls), IGS will disclose
16 the following in close proximity to the CRE trade mark: "Service is
17 provided by IGS Energy under the trade name Columbia Retail Energy."
18 On the first substantive page of any solicitation materials intended to enroll
19 new customers, IGS also makes the following disclosure:

20 "Columbia Retail Energy is not the utility and neither
21 Columbia Retail Energy nor Interstate Gas Supply, Inc. ("IGS
22 Energy") is an affiliate of NiSource Retail Services, Inc. or
23 the utility Columbia Gas of Ohio. The Columbia Retail
24 Energy name and starburst design are used by Interstate
25 Gas Supply, Inc. under license agreement with NiSource."
26

27 **IV. IGS' USE OF TRADE NAME CRE**

- 1 **Q. When did IGS begin using the CRE trade name?**
- 2 A. IGS began using the CRE trade name in late September, 2010.
- 3 **Q. Please describe the nature of IGS' use of the trade name CRE.**
- 4 A. IGS uses the trade name CRE for its certified natural gas supply
5 operations in the Columbia Gas of Ohio service territory as well as in
6 Columbia's territory in Pennsylvania, Virginia and Kentucky.
- 7 **Q. Please describe CRE's marketing and sales solicitations that CRE**
8 **has used.**
- 9 A. From time to time, CRE has mailed solicitations to industrial, commercial
10 and residential natural gas users. The solicitation attached to the
11 Complaint (attached hereto as Ex. 3) was the first solicitation that CRE
12 mailed to consumers. CRE's current solicitations (attached hereto as Ex.
13 4) include the revised disclosure language as described in the settlement
14 agreement with RESA.
- 15 **Q. How many solicitations has IGS mailed to consumers using the CRE**
16 **name in the Columbia Gas of Ohio service territory?**
- 17 A. IGS has mailed approximately 3.489 million solicitations under the trade
18 name CRE in the Columbia Gas of Ohio service territory.
- 19 **Q. Is IGS aware of any consumers that mistakenly purchased natural**
20 **gas from CRE thinking that they were purchasing natural gas from**
21 **Columbia Gas of Ohio?**
- 22 A. While we cannot verify the veracity of the information, through discovery in
23 this case, IGS is aware of two consumers that allegedly contacted the

1 OCC and allegedly said that they mistakenly purchased natural gas from
2 CRE thinking that they were purchasing natural gas from the utility
3 Columbia Gas of Ohio. If any consumers had contacted IGS with such a
4 concern, they would have been allowed to cancel the contract with no
5 cancellation fee. Other than those alleged instances, IGS is not aware of
6 any consumers mistakenly purchasing natural gas from CRE.

7 **Q. Are IGS' solicitations for CRE unfair, misleading, deceptive or an**
8 **unconscionable act or practice?**

9 A. No. IGS followed every Ohio law and Commission Rule before using the
10 CRE name, and went even further than required in that IGS conferred with
11 Commission Staff before ever sending out a solicitation. IGS believes the
12 disclosures, old and new, are evidence that we never intended to, and did
13 not, mislead or deceive consumers. Nor does IGS believe that its
14 solicitations are unfair. If a company intended to mislead or deceive
15 consumers, it would not use disclosures.

16 Further, there are no rules that require the extensive disclosures
17 that IGS has utilized. IGS provided disclosure next to the use of the logo,
18 provided disclosure on the outside of the mailing envelop, adjusted the
19 font size of the disclosures, and provided disclosures on its website. No
20 other supplier using a name similar to a utility provides the extensive
21 disclosures provided by IGS and, with the exception of Dominion Retail, to
22 the best of my knowledge only IGS provides disclosures next to the use of
23 the logo.

1 In addition, IGS' comparison of CRE's fixed rate offer to the SSO
2 rate was a factually accurate comparison that IGS' believes would benefit
3 a consumer choosing between the utility's SSO and CRE's fixed rate and
4 is consistent with many other marketing offers made in the market for
5 years.

6 Of the millions of solicitations that IGS mailed to consumers, IGS is
7 only aware of two consumers who allegedly purchased natural gas from
8 CRE by mistake. While it is our goal for our disclosures to work one
9 hundred percent of the time, IGS does not believe that two alleged
10 instances of consumers mistakenly purchasing natural gas from CRE
11 constitutes an unfair, misleading, deceptive or an unconscionable act or
12 practice.

13 **Q. Does CRE market in any formats other than direct mail?**

14 A. CRE has a website, <http://www.columbiaretailenergy.com>, that is listed on
15 all of CRE's solicitations. The website provides information for consumers
16 to learn more about CRE and about deregulation of natural gas markets,
17 to review frequently asked questions, to find contact information, and to
18 enroll with CRE. (Ex. 5). Every webpage on the CRE website has a
19 disclosure at the top of the page, directly under the CRE service mark that
20 states: "Service is provided by IGS Energy under the trade name
21 Columbia Retail Energy." Towards the bottom of each webpage, a
22 disclosure states:

23 "Columbia Retail Energy is not the utility and neither
24 Columbia Retail Energy nor Interstate Gas Supply, Inc. ("IGS

1 Energy”) is an affiliate of NiSource Retail Services or the
2 utility. The Columbia Retail Energy name and starburst
3 design are used by Interstate Gas Supply, Inc. under a
4 license agreement with NiSource Retail Services.”
5

6 **Q. Can consumers enroll with CRE over the phone?**

7 A. Yes, both our mail solicitations and our website provide contact
8 information to enroll with CRE over the phone.

9 **Q. Does CRE operate a call center?**

10 A. Yes, CRE operates a call center at IGS’ headquarters.

11 **Q. Do the call center employees receive training?**

12 A. Yes, the call center employees are trained by IGS. The training includes
13 several questions and answers regarding the trade mark and an
14 explanation that IGS uses the trade name under license with NiSource
15 and that neither IGS nor CRE is the utility. With respect to the issues in
16 this case, the call center employees are trained to explain the disclosures
17 and answer any questions related to IGS’ use of the trade name and logo
18 CRE. If a call center employee cannot answer a particular question, a
19 supervisor will take the call to address the consumer’s issue.

20 **V. FIXED AND VARIABLE RATES FOR NATURAL GAS**

21 **Q. Does IGS offer fixed natural gas rates and variable natural gas rates?**

22 A. Yes.

23 **Q. Is it common industry practice for competitive retail natural gas
24 suppliers to offer fixed and variable natural gas rates?**

25 A. Yes.

26 **Q. What is a fixed natural gas rate?**

1 A. A fixed rate for natural gas allows a consumer to lock in a rate for natural
2 gas for certain period of time. There are advantages and disadvantages
3 to a fixed rate. Choosing a fixed rate plan allows a consumer to know the
4 exact cost of natural gas. This protects consumers from unexpected
5 increases in natural gas costs, and remains fixed for the time period
6 regardless of what happens to the price of gas in the market.

7 **Q. What is a variable rate for natural gas?**

8 A. A variable rate for natural gas can change periodically based on the
9 natural gas markets. Utilities use a form of variable rates, although have
10 unique characteristics such as periodic reconciliation between anticipated
11 costs and actual costs. There are also advantages and disadvantages to a
12 variable rate. A consumer will benefit if the cost of natural gas decreases,
13 but the consumer will pay more if the cost of natural gas increases.

14 **Q. Is it a common industry practice to compare fixed rate offers to**
15 **variable rates?**

16 A. Yes. It is a common industry practice for competitive retail natural gas
17 suppliers to compare fixed rates with variable rates. IGS compares fixed
18 rates with, among other things, utilities' variable rates, NYMEX rates, and
19 future and past rates for natural gas. IGS uses these comparisons to
20 create new fixed rate offers and to provide informative comparisons for
21 customers to help them choose between a fixed rate plan and a variable
22 rate plan. Different comparisons are relevant to different consumers,
23 depending on what the specific consumer values in a program or product.

1 Some, for instance, simply want to pay a rate that was at or less than what
2 they paid in the last year, or last several years. Although this is not the
3 basis for all consumers' decisions regarding what product to purchase, it is
4 certainly a valid comparison. In fact, this comparison is similar to that
5 used in many other markets.

6 **Q. What is the basis of knowledge that this is a common industry**
7 **practice?**

8 A. I have personally seen these types of comparisons been made by other
9 natural gas marketers, by the Commission, and by the OCC. On
10 numerous occasions, the OCC has compared fixed and market rates for
11 natural gas. In Vectren Energy Delivery of Ohio's ("VEDO") exit merchant
12 function case, VEDO transitioned from a wholesale auction or Standard
13 Service Offer ("SSO") to a retail auction or Standard Choice Offer
14 ("SCO").¹ OCC filed comments with the Commission that contained
15 testimony of Bruce Hayes, Senior Regulatory Analyst for OCC in response
16 to questions Commissioner Centollela previously raised in Columbia Gas
17 of Ohio's exit the merchant function case.² Specifically, Commissioner
18 Centollela asked: "How have the costs of available fixed price contracts
19 compared to the cost of SSO service?"³ In response to the request of a
20 commissioner of the PUCO for information regarding comparisons of fixed

¹ *In the Matter of the Application of Vectren Energy Delivery of Ohio, Inc. for Approval of a General Exemption of Certain Natural Gas Commodity Sales or Ancillary Services from Chapter 4905, 4909, and 4935 except Sections 4905.10, 4935.01 and 4935.03, and from Specified Sections of Chapter 4933 of the Revised Code*; Case No. 07-1285-GA-EXM; Comments on the Standard Contract Offer and Responses to Commissioner Centonella's Questions by the OCC (Jan. 8, 2010)(Testimony attached as Ex. 10).

² *Id.*

³ *Id.*

1 and variable natural gas rates, the OCC substantively answered the
2 Commissioner's question without making any reservation that comparing
3 fixed and variable rates could be misleading to consumers. The OCC
4 compared (a) VEDO's SSO plus gross receipt tax with (b) natural gas
5 suppliers' fixed gas rates from the PUCO's Apples to Apples chart plus a
6 seven percent total state and local tax.⁴ There, the OCC concluded that
7 no supplier's fixed rate in the year 2009 was below the comparable SSO
8 rate.⁵

9 In Columbia Gas of Ohio's Application for Approval of a General
10 Exemption of Certain Natural Gas Commodity Sale Services or Ancillary
11 Services,⁶ OCC again filed testimony comparing fixed and variable natural
12 gas rates. The purpose of OCC's testimony was to demonstrate that
13 Columbia's SSO wholesale auction rate has been a benefit to residential
14 customers because it has been one of lowest rates since start of
15 wholesale SSO auctions.⁷ OCC testified that "since September 2010, the
16 wholesale SSO rate has typically been the lowest rate available – fixed or
17 variable – in any given month."⁸ The OCC then described the
18 comparisons it made between fixed and variable natural gas rates,

⁴ *Id.*

⁵ *Id.* at 4.

⁶ *In the Matter of the Application of Columbia Gas of Ohio, Inc. for Approval of a General Exemption of Certain Natural Gas Commodity Sales Services or Ancillary Services from Chapters 4905, 4909, and 4935 except Sections 4905.10, 4935.01 and 4935.03, and from specified sections of Chapter 4933 of the Revised Code*, Case No. 08-1344-GA-EXM, Direct Testimony of Gregory Slone (Jul. 8, 2011)(attached as Ex. 11).

⁷ *Id.* at 3.

⁸ *Id.* at 5.

1 comparing "all the data from gas Marketers who submitted weekly natural
2 gas offers to the OCC, since the inception of the SSO rate."⁹

3 **Q. Is it common industry practice to compare current fixed rates to past**
4 **variable rates?**

5 A. Yes. It is a common industry practice to compare fixed rates to past
6 variable rates. Although the utilities' rates are of a variable nature, once
7 the rates have been established (and excluding from the analysis the
8 impact of over or under recovery related to the established rates), those
9 variable rates ultimately provide a basis for customers' costs for the period
10 of time being compared, whether weighted or a simple average. The
11 PUCO regulates how competitive retail natural gas marketers advertise
12 and market to consumers. O.A.C. § 4901:1-29-05(C)(8)(a) prohibits a
13 competitive retail natural gas supplier from making advertising or
14 marketing offers that "claim that a specific price advantage, savings, or

⁹ *Id.* at 7. The comparisons continued:

Q11: What timeframe did you use to compare the SSO Price to other marketer offers?

A11: I compared the weekly natural gas Choice offers that Marketers provide to OCC, starting with the first monthly published SSO price in April, 2010 through the most recent weekly listing of June 17, 2011, to the comparable alternative Columbia SSO rate.

Q12: Did you compare all marketer offers to Columbia's SSO rate?

A12: I compared all the data from gas Marketers who submitted weekly natural gas offers to the OCC, since the inception of the SSO rate. I also cross-checked the Marketer Choice rates that are reported to the OCC with the monthly Choice offers published by the PUCO in the Apples-to-Apples chart and found the offers to be consistent. (Footnote 49 continues on page 18).

Q13: What were your observations of the comparison between marketer offers and Columbia's SSO rate?

A13: Columbia's SSO rate, with a few limited exceptions, has consistently been the lowest publicly offered prices for natural gas to residential consumers since the inception of the rate in April, 2010 as shown on Attachment GS-1 (Attachment omitted). The SSO rate has not only been one of the lowest offers, but it appears to have been the benchmark for many Choice Marketer offers.

1 guarantee exists if it does not, or may exist if it will not.” Because of this
2 provision, natural gas marketers are prohibited from making offers that
3 speculate based on possible future natural gas rates. IGS compares
4 current fixed rate offers to past variable rates because the past rates
5 cannot change, and therefore, IGS can provide real dollar and cents
6 comparisons.

7 **Q. What is the basis of knowledge that this is a common industry**
8 **practice?**

9 A. As mentioned above, I have personally seen these types of comparisons
10 done by other natural gas marketers, the PUCO, and by the OCC.

11 **Q. In the solicitation attached to the Complaint, IGS compared CRE’s**
12 **fixed rate offer to a Standard Service Offer (“SSO”) rate for the past**
13 **five years. Was this an accurate comparison?**

14 A. Yes, the comparison is accurate. The utility’s standard service offer is
15 based on the New York Mercantile Exchange (“NYMEX”) future rates. We
16 used the average NYMEX future rates for the previous five years and
17 compared that to our current fixed rate offer. Since there was to be a
18 change in the way the default customers’ prices would be calculated,
19 converting the utility historic prices to a format similar to what the format
20 would be going forward provided consumers with a point of comparison
21 and more information regarding the NYMEX based pricing mechanism.
22 The solicitation explained that the SSO is a new pricing structure as of

1 April 2010 and that the SSO's current variable rate may be higher or lower
2 than CRE's fixed rate.

3 **VI. DELIVERY OF NATURAL GAS**

4 **Q. Is the delivery of natural gas a function that lies exclusively with**
5 **local distribution companies?**

6 A. No.

7 **Q. Do competitive retail natural gas suppliers play a role in the delivery**
8 **of natural gas?**

9 A. Yes.

10 **Q. How does IGS play a role in the delivery of natural gas?**

11 A. IGS is responsible for the delivery of natural gas from the well to the utility
12 for distribution. Specifically, after IGS purchases gas from a natural gas
13 producer, IGS makes arrangements for the delivery of the gas through
14 interstate natural gas pipelines to the utility. During this process, the
15 natural gas is under the title of IGS and is in IGS' name. When the natural
16 gas reaches the utility, the utility completes the delivery by distributing the
17 natural gas to the end user.

18 **VII AFFILIATED NATURAL GAS SUPPLIERS**

19 **Q. Please identify the natural gas utilities in Ohio.**

20 A. Columbia Gas of Ohio, Dominion East Ohio, Duke Energy, and Vectren
21 Energy Delivery.

22 **Q. Which of these natural gas utilities have an affiliate competitive**
23 **natural gas supplier operating in their service territory.**

1 A. Dominion East Ohio's affiliate, Dominion Energy Solutions, operates in its
2 service territory. Vectren Energy Delivery's affiliate, Vectren Source,
3 operates in its service territory and Duke Energy Delivery Ohio's affiliate,
4 Duke Energy operates in its service territory.

5 **Q. How do the affiliate's names and logos compare to the affiliates?**

6 A. The logos are the same (attached as Ex. 6, Ex. 7), and the names are
7 very similar.

8 **Q. Are the affiliates permitted to operate in Ohio?**

9 A. Yes. Affiliates are subject to special regulations, but there is no rule
10 prohibiting an affiliate from operating in Ohio.

11 **Q. Is there a risk that consumers could confuse the affiliates with the**
12 **affiliated utility?**

13 A. Yes. The names and logos are similar, so there is a possibility that a
14 consumer could confuse the affiliate with the utility.

15 **Q. How do affiliates mitigate the risk of customer confusion resulting**
16 **from similar logos and names of utilities?**

17 A. Affiliates use disclosures on their sales and marketing materials to inform
18 the consumers that the affiliate is not actually the utility and to fully
19 disclose the business relationship between the affiliate and the utility.

20 **Q. Would it be fair if only affiliates could use the trade name of a utility?**

21 A. No. If only affiliates were permitted to use the trade name of a utility, to
22 the exclusion of all non-affiliates, the affiliates would arguably have a
23 competitive advantage. If it is permissible for affiliates to do business with

1 disclaimers, it should also be permissible for licensed non-affiliates to do
2 business with disclaimers.

3 **VIII CONCLUSION**

4 **Q. Do you have anything further to state in support of your testimony**
5 **today?**

6 **A. Not at this time.**

7 **Q. Does this conclude your direct testimony?**

8 **A. Yes, it does.**

CERTIFICATE OF SERVICE

I hereby certify that a copy of the *Direct Testimony of Vincent A. Parisi* was served this 1st day of November, 2011 by U.S. First Class Mail and electronic mail upon the following:

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Cincinnati, Ohio 45202
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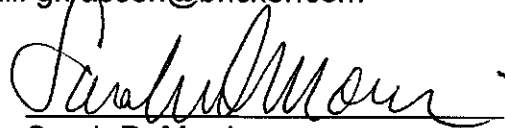
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Sarah D. Morrison

FILE

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of
Interstate Gas Supply, Inc. for
Certification as a Retail Natural Gas
Supplier

Case No. 02-1683-GA-CRS

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MEMORANDUM CONTRA RETAIL ENERGY SUPPLY ASSOCIATION'S AND STAND
ENERGY CORPORATION'S MOTIONS TO INTERVENE

Pursuant to Ohio Administrative Code (O.A.C.) 4901-1-12(B)(1), Interstate Gas Supply, Inc. ("IGS") respectfully submits this Memorandum Contra the motions to intervene of the Retail Energy Supply Association ("RESA") and Stand Energy Corporation ("Stand"). As IGS stated in its Memorandum Contra the intervention of the Office of the Ohio Consumer's Counsel ("OCC"), Border Energy ("Border") and Northeast Ohio Public Energy Council ("NOPEC") (collectively the "Objecting Parties"), certification dockets are intended to assess the financial, managerial and technical capabilities of an applicant, either initially or at the bi-annual review period. A certification docket does not, and should not, include marketing issues. To the extent issues arise with respect to marketing activities, O.A.C. 4901:1-29-05(C)'s prohibition against unfair or misleading marketing practices applies to both utility affiliates and non-affiliates alike. A complaint proceeding, rather than intervention in a certification docket, would be the proper procedural mechanism for consideration of whether a supplier is in compliance with that regulation. For these reasons, and the reasons stated in IGS' prior Memoranda Contra the Objecting Parties, both Stand's and RESA's motions to intervene in IGS' certification docket should be denied.

In addition to the arguments presented by OCC, NOPEC, Stand and Border, RESA presents an additional argument which warrants response. RESA is not claiming that IGS should be unable to use the trade name "Columbia Retail Energy" but instead asserted:

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IGS has not included in its notice to the Commission how it intends, or if it intends, to distinguish its marketing of natural gas commodity supply under the "Columbia Retail" trade name from that of the incumbent natural gas company ("NGC"), Columbia Gas of Ohio. RESA Motion p. 2.

RESA is concerned that IGS's use of the "Columbia Retail" trade name, **without appropriate disclaimers**, will mislead customers to believe that their natural gas will be supplied by their NGC, Columbia Gas of Ohio, to the detriment of customer choice and a competitive retail natural gas market in Ohio. (Emphasis added). RESA Motion p. 4.

Although RESA is correct that IGS' Notice of Material Change did not include specific detail regarding disclosures IGS will make when using the trade name "Columbia Retail Energy", RESA misses two relevant points. First, the notice rules promulgated in OAC 4901:1-24-10 do not require disclosure and a review of specific marketing materials. Further, the Certification dockets of the affiliated suppliers AEP Retail Services, Dominion Retail, dba Dominion East Ohio Energy, Duke Retail Energy, First Energy Solutions, and Vectren Retail do not contain such disclosures and no party, to IGS's knowledge, including RESA or the Objecting Parties, is asserting that such disclosure is required in a Notice of Material Change filing.

Second, as IGS stated in its Memorandum Contra the Objecting Parties, IGS has relied heavily on the disclosure standards in the Commission rules (specifically O.A.C. 4901:1-29-05(C)(8)(f)) and has consulted with Commission Staff regarding appropriate disclosures in developing its marketing materials.¹

In order to allay the speculative concerns raised by RESA and the Objecting Parties, IGS has attached to this memorandum the affidavit of Vincent A. Parisi, General Counsel for

¹ In its Memorandum Contra, IGS stated: "IGS is a well established energy company with an impeccable reputation for conducting itself with the highest level of integrity in the market. In developing its marketing program for use of the CRE trade name, IGS has relied heavily upon the Commission's rules governing the use of trade names and trademarks by affiliated companies to guide its disclosures to consumers regarding its relationship with the trade name owner. IGS has also consulted with the Commission's Staff regarding appropriate disclosures related to the use of the CRE trade name." (Emphasis added, Memorandum Contra p. 6.)

IGS. As Mr. Parisi's affidavit confirms, IGS has developed the following disclaimer/disclosure language in consultation with the Commission's staff for use on its CRE marketing material:

Next to the logo at the top:

Columbia Retail Energy is not an affiliate of NiSource or Columbia Gas of Ohio.

At the bottom:

The trademark COLUMBIA RETAIL ENERGY including the starburst design is a trademark of NiSource Corporate Services Company and is used under license by Interstate Gas Supply, Inc. Interstate Gas Supply, Inc., is not an affiliate of NiSource Corporate Services Company or Columbia Gas of Ohio.

IGS is committed to using one or both of these or substantially similar disclaimers/disclosures in soliciting customers for CRE and in complying with all applicable statutes and/or regulations.² These disclaimers/disclosures would more than fully comply with O.A.C. 4901:1-29-05(C)(8)(f) if IGS were a utility affiliate as well as comply with O.A.C. 4901:1-29-05(C)'s general prohibition against unfair or misleading marketing activities.

Given the applicability of existing O.A.C. 4901:1-29-05(C) to affiliates and non-affiliates, and the guidance, by analogy, provided by O.A.C. 4901:1-29-05(C)(8)(f), coupled with IGS' efforts in consulting with the Commission Staff regarding appropriate disclaimers/disclosures, there is no statutory or regulatory basis, nor any consumer related concerns, to support RESA's assertion that new regulations must be crafted for non-affiliate suppliers before IGS begins its CRE marketing program.

IGS continues to assert that a certification docket is not the appropriate forum for addressing issues outside of the applicant's financial, technical and managerial capability to conduct business in Ohio as a seller of natural gas to residential consumers. Further, marketing standards and practices are not within the items codified by the Ohio legislature as elements to be considered by the Commission when determining whether a CRNGS certification should be issued or renewed. RESA seems to acknowledge this in its filing, given its request for the

² IGS will use a disclaimer next to the CRE logo at the top of all marketing material.

Commission to open a separate docket for rulemaking to craft new rules related to disclosures for non-affiliates. Although IGS does not believe separate rules are necessary, if the Commission deems it necessary to open a new docket for a rulemaking proceeding on O.A.C. 4901:1-29-05(C)(8)(f) to add "or unaffiliated companies" to the rule, IGS would not object to such a process, although it reserves all of its rights and arguments for such a process.

However, IGS vigorously opposes RESA's assertion that IGS' use of the trade name Columbia Retail Energy should be suspended pending the outcome of a proposed rule making process. It would be unwarranted, unduly penalize IGS and be an inappropriate restraint on trade to prevent IGS from using a legally licensed service mark, with appropriate disclosures, simply to hold a proceeding that would result in requiring IGS to do the thing it has already committed to do. This is especially so since IGS is not violating any law or Commission rule by marketing under the name Columbia Retail Energy, and has gone to great lengths to comply with 4901:1-29-05(C)(8)(f).

RESA is comprised of some of the largest competitors in the retail space, many of whom directly compete with IGS for customers and all of whom are keenly aware of the best times to present offers to the public. RESA is also aware of the time it would take for a rulemaking proceeding to conclude and that a suspension of the use of the name Columbia Retail Energy would likely preclude IGS' use of the service mark this gas year, and possibly into next. If RESA's concern is that other non-affiliate suppliers would not follow the standards set forth in O.A.C. 4901:1-29-05(C)(8)(f), a rulemaking proceeding may be warranted to ensure that the rest of the market, if ever presented with such an opportunity, would be compelled to do what IGS has already committed to do. However, having followed the appropriate path, and after working with Commission Staff to craft disclosures that meet, if not exceed, the requirements of the existing Commission rules, there is no legal or other basis for restraining IGS from doing what it is clearly entitled to do as urged by RESA.

Accordingly IGS respectfully requests that the Commission deny Stand's and RESA's motions to intervene in IGS' certification docket, deny RESA's request that IGS be prohibited from using the Columbia Retail Energy trade name until the conclusion of any future non-affiliate rulemaking proceeding, and issue such other orders as the Commission deems appropriate.



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Telephone: 614-923-1000

Attorneys for Interstate Gas Supply, Inc.

CERTIFICATE OF SERVICE

It is hereby certified that a true copy of the foregoing *Memorandum Contra Retail Energy Supply Association's and Stand Energy Corporation's Motions to Intervene* was served upon the following persons listed below by electronic mail and regular U.S. Mail, postage prepaid, this 10th day of September, 2010.

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John M. Dosker
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Cincinnati, Ohio 45202
Email: jdosker@stand-energy.com


Matthew S. White

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

| | | |
|--|---|--------------------------------|
| In the Matter of the Application of |) | |
| Interstate Gas Supply, Inc. for |) | Case No. 02-1683-GA-CRS |
| Certification as a Retail Natural |) | |
| Gas Supplier |) | |

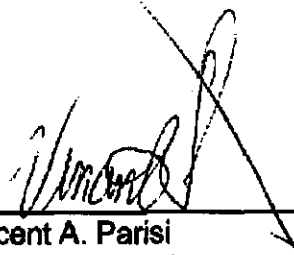
AFFIDAVIT OF VINCENT A. PARISI

Vincent A. Parisi, being first duly sworn and cautioned, does swear and depose that:

- (1) I, Vincent A. Parisi, am General Counsel of Interstate Gas Supply, Inc. ("IGS"). I make this affidavit on my own personal knowledge regarding the matters stated in this affidavit;
- (2) I have worked to develop, with other representatives of IGS, examples (attached to this Affidavit) of disclosures ("Disclosure Examples") to be used in IGS' marketing material regarding the use of the service mark Columbia Retail Energy;
- (3) IGS has received the Public Utilities Commission of Ohio ("Commission") Staff's ("Staff") input and recommendations as to the type of disclosures IGS should make while marketing under the service mark Columbia Retail Energy;
- (4) IGS has used Staff's recommendations and input to craft the Disclosure Examples;
- (5) IGS has submitted the Disclosure Examples to Staff and Staff has indicated that the Disclosure Examples appear to comply with the Commission rules regarding disclosures of the use of a service mark of an Ohio public utility;

- (6) IGS' marketing materials under the service mark Columbia Retail Energy will contain one or both of the Disclosure Examples, or substantially similar disclosures. IGS will use a disclaimer next to the CRE logo at the top of all marketing material.

Further affiant sayeth naught.




Vincent A. Parisi
General Counsel
Interstate Gas Supply, Inc.

STATE OF OHIO
COUNTY OF FRANKLIN, SS:

On this 10th day of September 2010, Vincent A. Parisi appeared before me, a notary public for the State of Ohio, and subscribed and swore that the foregoing is true and accurate to the best of his knowledge and belief.



Christine L. Schulenberg
Notary Public, State of Ohio
My Commission Expires on 10/24/12



Notary Public

DISCLOSURE EXAMPLES

Next to the logo at the top:

Columbia Retail Energy is not an affiliate of NiSource or Columbia Gas of Ohio.

At the bottom:

The trademark COLUMBIA RETAIL ENERGY including the starburst design is a trademark of NiSource Corporate Services Company and is used under license by Interstate Gas Supply, Inc. Interstate Gas Supply, Inc. is not an affiliate of NiSource Corporate Services or Columbia Gas of Ohio.

AGREEMENT

This Agreement is made this 19th day of September, 2011, by and between Interstate Gas Supply, Inc. ("IGS"), an Ohio corporation with its principal place of business in Dublin, Ohio, and the Retail Energy Supply Association ("RESA"), a non-profit trade association of independent corporations with its principal place of business in Harrisburg, Pennsylvania.

WHEREAS, IGS is certified to provide competitive retail natural gas service ("CRNGS") in Ohio and other states, including Pennsylvania, Virginia and Maryland;

WHEREAS, RESA's member corporations are certified to provide CRNGS in Ohio and/or other states, including Pennsylvania, Virginia and Maryland;

WHEREAS, IGS is providing CRNGS under the Columbia Retail Energy trademark; and

WHEREAS, IGS and RESA (collectively, the "Parties") seek to resolve the question as to what disclosures would be appropriate for use by IGS when providing CRNGS under the Columbia Retail Energy trademark.

NOW, THEREFORE, intending to be bound hereby and in consideration of the mutual covenants hereinafter contained, the Parties hereto agree that IGS will use the Interim Disclosures in Ohio as set forth below until such time as permanent disclosure rules are adopted and become effective through a formal rulemaking process conducted by the Public Utilities Commission of Ohio ("PUCO").

I. INTERIM DISCLOSURES

- A. IGS will place the following disclosures ("Interim Disclosures") on all tangible materials where the Columbia Retail Energy name and starburst design ("CRE trademark") is displayed in Ohio, whether used within or outside the Columbia Gas of Ohio service territory. IGS will use similar disclosures in Maryland and Virginia wherever the CRE trademark is used.



II. PERMANENT DISCLOSURES

- A. In the first formal PUCO rulemaking proceeding in which an opportunity exists to promulgate formal rules regarding a CRNGS provider's use of a non-affiliated utility's trademark, IGS and RESA agree to support the revision of rules to make it clear that whenever an affiliated or non-affiliated CRNGS uses a name similar to an incumbent utility, proper disclosures must be used. Proper disclosure includes information regarding the identity of the CRNGS providing services as well as the affiliation or lack thereof to the incumbent utility. The Parties agree that the Interim Disclosures meet the intent of this provision, but retain the right to negotiate final language as dictated by the process. The Parties retain the right to take individual positions on placement of any disclosures. At a minimum the Parties agree the rules would require:
1. disclosure of the full legal name of the entity providing service (*e.g.*, "Service is provided by [CRNGS provider] under the trade name [Trade name]"); and
 2. disclosure that the trade name being used is not the utility and that neither the trade name nor the CRNGS provider is affiliated with the utility (*e.g.*, "[Trade name] is not the utility and neither [Trade name] nor [CRNGS provider] is affiliated with the utility").
- B. The parties would be free to negotiate with other interested stakeholders on final language that achieves the above, understanding such final language may deviate from that contemplated herein, and that the language for rules governing affiliated and non-affiliated CRNGS may not be the same.
- C. Once the final rule is adopted and becomes effective, any CRNGS provider, including IGS, would follow the final rule and the Interim Disclosures would be superseded thereby and the Interim Disclosure provisions herein would no longer have any force or effect.

1. IGS will use the following Interim Disclosure wherever the CRE trademark appears in tangible form (with the merchandizing materials exceptions noted below), in the jurisdictions outlined above:

Service is provided by IGS Energy under the trade name Columbia Retail Energy.

This disclosure will appear in close proximity to the CRE trademark on all tangible materials utilizing the CRE trademark (*e.g.*, websites, outbound direct mail solicitations and envelopes, post-cards, billboards, direct issued bills by IGS, education materials, print advertisements, customer contracts and marketing materials) with the exception of merchandizing materials (*e.g.*, hats, golf balls, shirts, etc.).

2. IGS also will use the following Interim Disclosure on the first substantive page of all written materials a) intended to solicit enrollment of a customer and b) containing instructions and contact information to enable enrollment whenever the CRE trademark is used in the jurisdictions outlined above:

Columbia Retail Energy is not the utility and neither Columbia Retail Energy nor Interstate Gas Supply, Inc. ("IGS Energy") is an affiliate of NiSource Retail Services or the utility Columbia Gas of Ohio. The Columbia Retail Energy name and starburst design are used by Interstate Gas Supply, Inc. under a license agreement with NiSource

- B. Regarding radio and television marketing campaigns wherein the CRE trademark is used, IGS will provide verbal disclosures that, at a minimum, state that services are provided by IGS Energy under the CRE trade name, and neither CRE nor IGS are affiliated with the utility.

III. OTHER STATES

IGS will agree to use substantially the same Interim Disclosures and placements in Pennsylvania, Virginia and Maryland until such time as the utility commissions within each state issue orders effectively replacing such Interim Disclosures with final rules as contemplated above.

- A. Pennsylvania – IGS and RESA’s Pennsylvania counsel will take the appropriate actions to effect the Interim Disclosures in the state of Pennsylvania on a permanent basis and agreements negotiated for specific jurisdictions govern the obligations of the parties.
- B. Virginia and Maryland – In exchange for IGS’s use of the Interim Disclosures, RESA will agree not to object to such disclosures and their placement, provided that the Interim Disclosures are the same or substantially similar to those contained in Section I of this Agreement. RESA and IGS will have the opportunity to participate in any subsequent proceedings on this issue in these states and to take positions not inconsistent with the Interim Disclosures and their placement agreed to herein.

IV. DEFAULT AND ENFORCEMENT

If either Party fails to comply with any material term or condition of this Agreement, such Party shall be in default under this Agreement. If a Party is in default under this Agreement, the Party claiming that the other Party is in default shall give notice to the defaulting Party in writing detailing the alleged default and requesting specific relief that is in accord with the terms and conditions of this Agreement. The Party receiving such notice of default shall respond in writing within five (5) business days affirming or denying the alleged default and detailing how any such default under this Agreement will be cured. If the Party claiming the default is not reasonably satisfied that such default has been cured within fifteen (15) days following the date that the notice of default has been received by the defaulting Party, the claiming Party shall be free to seek legal redress and take such other actions as it sees fit.

The Parties acknowledge that if the other Party were to commit a material breach of any of the provisions of Sections I, II, or III, the harm to the non-breaching Party may be irreparable and such may be difficult to prove in a timely manner. The Parties therefore agree that, in addition to any remedies at law, the non-breaching Party shall be entitled to obtain injunctive relief against such breach and the alleged breaching party shall not, in the injunctive phase of any action, contest that the non-breaching Party's harm is irreparable. If an injunction is issued against a Party, such enjoined Party shall be responsible for the reasonable costs (including attorney's fees) of the other Party incurred in bringing and enforcing such action.

V. NOTICE

Unless otherwise specified, all notices, demands, requests, consents, statements, payments or other communications under this Agreement shall be made to the following:

If to IGS: Interstate Gas Supply, Inc.
 6100 Emerald Parkway
 Dublin, Ohio 43016-3248
 Attn: Legal Department

If to RESA: Retail Energy Supply Association
 P.O. Box 6089
 Harrisburg, PA 17112
 Attn: Executive Director

Notices shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, or overnight courier service. Notice by hand delivery shall be deemed effective at the close of business on the day actually received, if received during business hours on a business day, and otherwise shall be effective at the close of business on the next business day following receipt. Notice by overnight United States mail or courier shall be deemed effective two (2) business days after the day on which

sent by such overnight United States or courier service. Notice sent by regular US mail shall be effective five (5) business days following the day on which it was deposited in the United States certified or registered mail, postage prepaid, return receipt requested, and addressed to the intended recipient at its address set forth in this Agreement. A Party may change its addresses or the contact person for purposes of this provision by providing written notice of same in accordance herewith.

VI. GENERAL

- A. The terms of this Agreement constitute the entire agreement between the parties with respect to the matters set forth in this Agreement. This Agreement merges and supersedes all prior understandings and representations (both oral and written) between the Parties, and each Party releases the other from all claims arising in connection with any such prior agreement. This Agreement may be changed only by written agreement executed after the date hereof by the Parties. This Agreement and any modification hereof may be executed and delivered in counterparts, including by a facsimile transmission thereof, each of which shall be deemed an original.
- B. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver thereof, nor shall any partial exercise of any such right preclude the full exercise of that right or the exercise of any other right. No waiver shall be valid unless set forth in a mutually signed writing, and any such waiver shall not operate as a waiver of the same or any other right on another occasion, unless otherwise agreed to mutually in writing.
- C. The headings used herein are for convenience only and shall not affect the meaning or interpretation of the provisions of this Agreement.
- D. This Agreement shall be governed by, construed and enforced in accordance with the law of the State of Ohio without regard to principles of conflict of laws. The Parties agree that any actions to be brought between them shall be brought only

before state and federal courts located in Franklin County, Ohio, or where required by Ohio law, directly before the PUCO.

- E. Each Party to this Agreement represents and warrants that it has full and complete authority to enter into and perform this Agreement. Each person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such Party will be bound by the Agreement.
- F. The Parties hereto agree and acknowledge that the prefatory statements in this Agreement are intended to be and shall be a part of the provisions of this Agreement.
- G. If any provision of this Agreement is determined to be invalid, void, or unenforceable by any court having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Execution

By their respective signatures below, the Parties hereby acknowledge their agreement to this Agreement as of the date entered above. The Parties agree that signatures transmitted by facsimile or electronic mail are acceptable and binding hereto.

Interstate Gas Supply, Inc.

Retail Energy Suppliers Association

By: _____

By: Dave Henson

Its: _____

Its: Attorney

Execution

By their respective signatures below, the Parties hereby acknowledge their agreement to this Agreement as of the date entered above. The Parties agree that signatures transmitted by facsimile or electronic mail are acceptable and binding hereto.

Interstate Gas Supply, Inc.

Retail Energy Suppliers Association

By: Vincent R

By: _____

Its: General Counsel

Its: _____



*Columbia Retail Energy is not an affiliate
of NISource or Columbia Gas of Ohio.*

Dear

Columbia Retail Energy is pleased to offer you the stability of a fixed-rate plan for your natural gas.

Columbia Retail Energy is currently offering a low fixed rate of 75¢ per CCF through your September 2011 billing cycle.

What are the benefits of a fixed rate?

With a Columbia Retail Energy fixed-rate plan, you get the peace of mind knowing that your rate is guaranteed and will not change through your September 2011 billing cycle. This low fixed rate will protect you if market prices increase.

Prices may be low but what happens if natural gas prices decrease even further?

Besides being protected from price increases, you may benefit from even lower prices because with Columbia Retail Energy you have the ability to switch to any of our other fixed-rate products at any time during the initial term ending September 2011. Simply contact us to enroll in another fixed-rate plan and we will waive your early termination fee.

What if you do not lock in a fixed rate?

Effective April 2010, your utility changed to a market-based monthly variable rate called the Standard Service Offer (SSO). The SSO price is based on the monthly NYMEX price of gas plus an additional 19.3¢ per CCF.

What is the difference between your utility's variable rate and this fixed rate offer?

Your utility's SSO rate is a variable rate that changes monthly and may be higher or lower than 75¢. In addition, had the SSO pricing structure been in place over the last five years, the average price would have been 88¢ which is 17% higher than this Columbia Retail Energy fixed-rate plan.

Columbia Retail Energy is based in Ohio and is certified by the Public Utilities Commission of Ohio (PUCO).¹ It's easy to enroll, and your service will not change.

This offer is available for a limited time only. Please enroll no later than Friday, October 22, 2010.

Choose one of three easy ways to enroll:



Phone: Call Columbia Retail Energy toll-free at **888-493-6790** Monday – Friday, 8am to 8pm, and Saturday 9am to 3pm (ET).



Mail: Complete the enclosed enrollment card and return it in the postage-paid envelope.



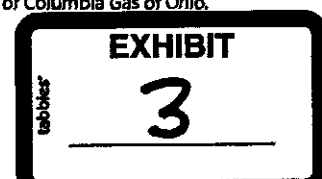
Internet: Go to **ColumbiaRetailEnergy.com** and enter the Promo Code below.

Due to high interest in our recent offers, we are experiencing high call volumes. For your convenience, we recommend you use our Mail and Internet enrollment options.

You will need your Columbia Gas of Ohio account number at the time you enroll. You can find your account number on your gas bill. You will also need the Columbia Retail Energy Promo Code that appears below.

Columbia Retail Energy Promo Code: NFA11B086690

¹The trademark COLUMBIA RETAIL ENERGY including the starburst design is a trademark of NISource Corporate Services Company and is used under license by Interstate Gas Supply, Inc. Interstate Gas Supply, Inc., is not an affiliate of NISource Corporate Services Company or Columbia Gas of Ohio.



NFA11

My Natural Gas Supply Contract with Columbia Retail EnergySM (Interstate Gas Supply, Inc.)
Form FCOH-CRE-75-09111R1Y

Keep for your records

Term: The term of this program will begin with the first billing cycle my enrollment or rate change is confirmed with Columbia Gas of Ohio ("COH") and will continue through the September 2011 billing cycle ("Primary Term") and automatically continue year-to-year thereafter (October through the following September billing cycles each "Secondary Term" until canceled by notice as provided by this Agreement. Interstate Gas Supply, Inc. (doing business as "Columbia Retail EnergySM") will supply the commodity portion of my natural gas service. COH will continue to be my Natural Gas Distribution Company ("NGDC"). Within 3 business days of enrollment, Columbia Retail Energy will notify the NGDC to transfer gas service to me. Due to the volatility of the gas market, Columbia Retail Energy reserves the right to discontinue this contract any time before enrollment. If I am currently a Columbia Retail Energy customer, Columbia Retail Energy reserves the right to not accept or rescind this enrollment or to require me to pay the applicable cancellation fee for my existing program to be replaced by this program. The trademark COLUMBIA RETAIL ENERGY including the starburst design is a trademark of NISource Corporate Services Company and is used under license by Interstate Gas Supply, Inc. Interstate Gas Supply, Inc., is not an affiliate of NISource Corporate Services Company or Columbia Gas of Ohio.

Regulatory: The residential natural gas program is subject to ongoing Public Utilities Commission of Ohio ("PUCO") and COH jurisdiction and I understand that if the residential program is terminated or materially altered, this Agreement may be terminated by Columbia Retail Energy without penalty.

Price: Starting with my first billing cycle on this contract through my September 2011 billing cycle, my price will be \$0.75 per CCF each billing cycle. Thereafter my price will be detailed below. I am responsible for and my price does not include applicable taxes and/or NGDC charges, which will be billed by the NGDC.

Renewal Term and Price: For each Secondary Term this Agreement will automatically renew on a year to year basis, unless Columbia Retail Energy provides me with notice of a term (which could include month to month). Columbia Retail Energy will send me notice of my renewal at least 45 but not more than 90 days prior to the end of my Primary Term. Columbia Retail Energy reserves the right to make changes to the terms of this Agreement, including price and pricing methodology and term for any Secondary Term(s). Such notice will be at least 45 but not more than 90 days prior to the automatic renewal of this agreement. If I do not cancel the Agreement at that time, this Agreement will continue at my new notice of term for the Secondary Term. Columbia Retail Energy reserves the right to lower my price at any time for any month or months and thereafter return my price to the last notified price without providing me with notice of either.

Rescission Period: If I am a new customer to Columbia Retail Energy this Agreement may be rescinded by me with no cancellation fee by: (1) contacting the NGDC in writing by telephone at the number provided on the confirmation notice within 7 business days from the post-mark date of the confirmation notice sent by the NGDC ("Rescission Period") or by contacting Columbia Retail Energy in writing or by telephone within 30 days of enrollment with Columbia Retail Energy on this program ("Cancellation Period"). If I am an existing customer, I will not receive a confirmation notice from the NGDC but, in the event I decide to rescind enrollment in this Agreement during the Rescission Period, I will be returned to my Agreement with Columbia Retail Energy without penalty under this Agreement.

Cancellation: During the periods described in Rescission Period above, there is no cancellation fee to end this Agreement. Further, either party can cancel this Agreement at the end of the Primary or any Secondary Term, to be effective at the end of such term with no cancellation fee, by providing notice to the other not less than 30 days prior to term end, or as provided in the renewal notice. At all other times, this Agreement may be cancelled by either party by providing notice of cancellation to the other and the payment of a cancellation fee. However, notwithstanding anything to the contrary in this agreement, if I enter into a new fixed price contract (this does not include governmental agency agreements, variable rate contracts or short term, less than 6 months monthly fixed price contracts) with Columbia Retail Energy any time after enrollment and before September 1, 2011, Columbia Retail Energy will waive my cancellation fee. Cancellation notices provided after the NGDC deadline may result in an additional month(s) of service beyond the contract term, the new price, which I agree to pay, as the effective date of all cancellations are subject to NGDC guidelines. I understand that if I switch my service to another supplier or back to the NGDC, an NGDC switching fee may apply under the NGDC's tariff and the NGDC may charge a price other than the standard service offer rate. If Columbia Retail Energy raises my price for a Secondary Term and the term is 6 months or longer, the cancellation fee will be reduced to \$25.00 for that term.

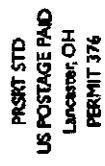
Assignment: This contract is assignable by Columbia Retail Energy without my consent subject only to required regulatory approvals. Columbia Retail Energy will use its best effort to obtain the NGDC and me thirty (30) days written notice prior to any assignment.

Contact and Dispute Resolutions: In the event of a billing dispute or issues regarding volume or metering, I should contact the NGDC at the number listed on their bill. If I have questions or concerns about pricing, I can contact the Columbia Retail Energy choice department by phone weekdays from 8:00 a.m. to 5:00 p.m. ET at 1-888-493-6794 or 1-800-584-4839, in writing at P.O. Box 9060, Dublin, OH 43017, or through their web site at www.ColumbiaRetailEnergy.com. Also, I can contact Columbia Retail Energy through choice@ColumbiaRetailEnergy.com. If my questions or concerns or complaint are not resolved after I have called Columbia Retail Energy, or for general utility information, reside business customers may contact the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) or for TTY toll free at 1-800-686-1570 (toll free), from 8:00 a.m. to 5:00 p.m. weekdays, or at www.puco.ohio.gov. Residential customers may also contact the Ohio Consumers' Council for assistance with complaints and utility issues at 1-877-742-5622 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays or visit www.pictocc.org.

Billing: For my convenience I will receive only one bill, which will be issued by the NGDC each month and will contain Columbia Retail Energy's gas price plus applicable taxes and NGDC's transportation and other applicable charges, including any late fees assessed by the NGDC. I agree to continue to pay the NGDC for the entire gas bill under the NGDC's terms and conditions. If I pay under the budget bill payment plan, I understand that this service will remain available. Columbia Retail Energy reserves the right to issue an invoice directly, such invoice would contain Columbia Retail Energy's gas price and may also contain applicable taxes and all of the NGDC's transportation and other applicable charges. If Columbia Retail Energy invoices me directly and I fail to pay within the terms specified on the invoice(s) a late fee of 1.5% per month on all past-due amounts will apply. If Columbia Retail Energy does not directly for services provided, Columbia Retail Energy may terminate this Agreement with fourteen (14) days written notice should I fail to pay the bill or meet any agreed-upon arrangements. If I fail to pay my invoices timely which include Columbia Retail Energy charges, the NGDC may disconnect my service, according to tariff guidelines. I may request charge, up to 24 months of my payment history for services rendered by Columbia Retail Energy. Other than for operation, maintenance, assignment and transfer of my account or if Columbia Retail Energy is performing billing services, or for commercial collections, Columbia Retail Energy will not disclose my account number to any other third party without my affirmative written consent or electronic authorization or pursuant to a court or Commission order and that, other than for credit checking and credit reporting, if Columbia Retail Energy is performing billing services, Columbia Retail Energy will not disclose my social security number without my affirmative written consent or pursuant to court order. I authorize Columbia Retail Energy to obtain my billing payment and usage history from the NGDC.

Moving/Termination: I understand that this contract will automatically terminate, without penalty, if I relocate outside the NGDC service territory, or if the requested service location is not served by the NGDC. Also, I understand that I have the right to terminate this Agreement, without penalty, if I relocate inside the NGDC service territory and the NGDC does not have service at my new location. I agree that if I do not terminate this Agreement as provided in this paragraph, I grant the NGDC the right to provide Columbia Retail Energy with my and meter number(s) for my new location and to transfer my contract to my new location. If requested by Columbia Retail Energy, I will also provide Columbia Retail Energy with information. If Columbia Retail Energy does not transfer this Agreement for service at my new location within 90 days of relocation, this Agreement will automatically terminate. I understand that I am not entitled to the pricing or service from Columbia Retail Energy hereunder at my new location until such time as the NGDC accepts my enrollment with Columbia Retail Energy at my new location and/or transfers my contract to my new location and that the pricing hereunder will not be extended for additional months that I was not with Columbia Retail Energy without agreed to in writing by Columbia Retail Energy. Except as provided in this Agreement, if Columbia Retail Energy returns me to the NGDC's sales service, this Agreement will terminate without penalty to me.

Eligibility / Limitation of Liability / Jurisdiction: This Agreement is for residential and small commercial customers in the Columbia Gas of Ohio service territory. By entering this Agreement, I represent and agree that the account(s) served by Columbia Retail Energy under this Agreement is (are) residential or small commercial account(s), in the COH service territory and I am not an existing Columbia Retail Energy customer. Columbia Retail Energy reserves the exclusive right, at any time, to not enroll or to terminate service to customer locations that do not meet the preceding criteria, including those that consume more than 20,000 CCF per year and return the customer to the NGDC (or previous Columbia Retail Energy service, whichever is applicable) with no penalty to Columbia Retail Energy. This limitation applies to related accounts that individually may not exceed the limit, but collectively may. Further participation in the program is subject to the rules of the NGDC and customers are sometimes terminated from the residential program either in error or for being in arrears. In such instances, I can contact the NGDC to correct the problem and be reinstated in the residential program. Regardless of the reason for termination, in no case will the original term be extended for months that I was unable to participate nor will Columbia Retail Energy have any liability for any early termination or for any months that I was unable to participate in the program. Columbia Retail Energy assumes no liability or responsibility for losses or consequential damages arising from items associated with the NGDC including, but not limited to: operation and maintenance of their system; any interruption of service; termination of service; or deterioration of service, nor does Columbia Retail Energy assume responsibility or liability for damages arising from any in-home or building damages and in addition shall not be responsible for any indirect, consequential, special or punitive damages whether arising under contract (including negligence or strict liability) or any other legal theory. The parties agree that if the customer is unable to resolve its issues through the PUCO as detailed under "Dispute Resolution" above or if suit is filed, any legal action involving this Agreement shall be brought only in a court of the State of Ohio sitting in Franklin County, Ohio or the United States District Court sitting in Franklin County, Ohio. I submit to the personal jurisdiction in such courts and irrevocably waive any objections that I have or might have in the future to such as the proper forum for any and all actions arising under this Agreement. The parties agree that this Agreement shall be interpreted under the laws of the State of Ohio, regardless of choice of law provisions.



*****ECRWSS**R-007

OR CURRENT RESIDENT

PO Box 8010
Dublin, Ohio 43016

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Retail
Energy**

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the trade name Columbia Retail Energy.

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If you select Dominion Energy Solutions as your supplier, you'll have the opportunity to enjoy stable prices on the cost of your natural gas. Dominion East Ohio will remain your local gas utility, delivering your natural gas and essential customer services -- safely and reliably. Dominion Energy Solutions will bring you the savings on the cost of your natural gas.

Consider the benefits of selecting Dominion Energy Solutions as your natural gas supplier:

- We offer a variety of economical energy plans designed to meet your energy needs.
- When you select Dominion Energy Solutions, you'll continue to receive one easy-to-read monthly bill from Dominion East Ohio.
- The quality of reliable customer service you have come to expect as a part of your natural gas service will remain unchanged.
- Dominion East Ohio will continue to meet your service needs as well as respond in the event of an emergency.

Enroll online to learn about current energy offers from Dominion Energy Solutions, or call us. Our customer representatives are available to assist you Mon. - Fri., 8:30 a.m. - 5:30 p.m.

Note: Dominion Energy Solutions is an affiliate of Dominion East Ohio but not the same company.

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But, if you're like most people, you probably worry that as soon as you sign up for a fixed rate, the rate will drop next week or next month, and you'll be left paying more for your natural gas. We understand that feeling and we've found a way to make it go away.

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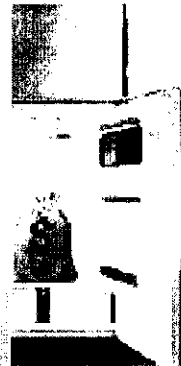
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