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August 28, 2012

Ms. Barcy F. McNeal, Secretary Public Utilities Commission of Ohio 180 East Broad Street, 11<sup>th</sup> Floor Columbus, Ohio 43215

Re:

Office of Ohio Consumer's Counsel, et al. v. Interstate Gas Supply, Inc. PUCO Case No. 10-2395-GA-CSS; Post-Hearing Correspondence from Stand Energy Corporation Alleging Ex-Parte Communications.

Dear Ms. McNeal:

On August 23, 2012, Stand Energy Corporation ("Stand") wrote to you making many baseless allegations against the Ohio Consumer's Counsel's office ("OCC"), the PUCO staff and Interstate Gas Supply, Inc. ("IGS") with respect to settlement discussions and alleged *ex parte* communications in the above captioned case.

As you are likely aware, the PUCO issued a decision in this case on August 15, 2012, which decision found that Stand failed to meet its burden of proof to support its various claims against IGS. In Stand's August 23 letter, Stand claims that it is raising "reasonable questions" concerning the events described in the OCC's August 21, 2012 letter to the PUCO; however the questions it asks are baseless conjecture. Stand did not win on the merits of its claims, so it is now attempting to cast aspersions on the other parties and on the PUCO using a procedurally inappropriate letter.

Even if Stand's letter were the proper vehicle for raising the issues set forth therein, which it is not, there are no grounds for Stand's question as to whether IGS became aware of the substance of the Attorney Examiner's decision before the decision was released to the public. Stand offers no evidence or support for this question, only its own unjustified speculation.

Nevertheless, so that there is no mistake, IGS wants to make clear that it did not have any advance knowledge about the substance of the Attorney Examiner's decision prior to its release to the public. IGS learned of the decision at the same time that Stand did.

Ms. Barcy F. McNeal, Secretary August 28, 2012 Page 2

Further, with regard to IGS' settlement negotiations with the OCC, those negotiations are confidential and privileged under Ohio law. No settlement was reached. The PUCO was not a party to the settlement negotiations and it did not participate in same. O.A.C. 4901-1-09 does not provide any basis for making public any settlement discussions between parties.

Finally, Stand asserts that the PUCO should answer "additional and important" questions concerning this case based on the OCC's letter. IGS believes that the OCC met every obligation pursuant to O.A.C. 4901-1-09; no party acted improperly because the merits of the case were not discussed with Attorney Examiner Stenman.

Very truly yours,

Sarah D. Morrison

cc: All Parties

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Case No(s). 10-2395-GA-CSS

Summary: Correspondence electronically filed by Mr. Zachary D. Kravitz on behalf of Interstate Gas Supply, Inc.