

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

The German Village Society, Inc.,)	
)	
Complainant,)	
)	
v.)	Case No. 17-1298-GA-CSS
)	
Columbia Gas of Ohio, Inc.,)	
)	
Respondent.)	

JOINT STIPULATION AND RECOMMENDATION

Rule 4901-1-30(A), Ohio Administrative Code (“Ohio Admin. Code”), provides that any two or more parties may enter into a written stipulation concerning the proposed resolution of some or all of the issues in a proceeding. The purpose of this document is to set forth the understanding of Columbia Gas of Ohio, Inc. (“Columbia”) and the German Village Society, Inc. (“Society”), on behalf of itself, its members, and the individuals and companies listed in the Fourth Revised Attachment A to the Society’s Complaint (collectively, the “Signatory Parties” or “Parties”), and to recommend that the Public Utilities Commission of Ohio (“Commission”) approve and adopt this Joint Stipulation and Recommendation (“Stipulation”), resolving all of the issues in this proceeding.

The settlement agreement embodied in this Stipulation was reached only after negotiations between and among knowledgeable and capable parties and reflects a bargained compromise involving a balancing of competing interests. Although the Stipulation does not necessarily reflect the position that any Party would have taken if it had litigated all of the issues addressed below, the Parties believe the Stipulation is supported by adequate data and information, strikes a reasonable balance (as a package) among the various interests represented by the Parties, does not violate any important regulatory principle, and is in the public interest.

For purposes of resolving certain issues raised in this proceeding, the Signatory Parties stipulate and recommend as follows:

1. For purposes of this Stipulation, German Village shall be defined as the area bounded in red shown on Attachment A.

2. This Stipulation covers all meter replacements within German Village performed after the effective date of a Commission order adopting this Stipulation. The Parties agree that Columbia is under no obligation to relocate inside meters that were moved outside prior to the effective date of a Commission order adopting this Stipulation.

3. Columbia is an Operator under the United States Department of Transportation Pipeline and Hazardous Materials Safety Administration's ("PHMSA") rules and is therefore subject to the rules and regulations contained in 49 CFR Part 192.10. The Commission adopted the PHMSA rules at Ohio Admin. Code 4901:1-16-03, and enforces the PHMSA rules on behalf of PHMSA. As the Operator, Columbia bears a non-delegable duty as it relates to the safety of its distribution system. The federal regulatory scheme, enforced by the Commission, puts the entire burden of compliance on the Operator. Columbia's approved tariff, 4th Revised Sheet No. 7, Section III, Part 4, states that Columbia shall determine the location of the meter.

4. While the Parties acknowledge that Columbia has a non-delegable duty to maintain the safety of its distribution system, the Parties also acknowledge that the Society has worked for decades to preserve the historic nature of German Village. Therefore, this Stipulation represents the Parties' efforts to attempt to accommodate the interests of both Parties.

5. Whenever Columbia determines that the movement of a meter in German Village is necessary as part of any service work, including any of Columbia's Accelerated Mains Replacement Program ("AMRP") AMRP projects, Columbia will determine the safest location(s) for placement of the meter.

6. The Parties agree that when meters are moved outside, preference should be given to locating meters in the rear of a building. Columbia will accommodate this preference if all of the following conditions are satisfied:

- (a) The property owner agrees to locating the meter in the rear of the building;

- (b) Columbia determines that is reasonably possible to run proper and safe indoor house piping to the meter;
- (c) The meter is readily accessible by Columbia employees, Columbia contractors and first responders; and,
- (d) Placement of the meter is in a safe location and does not violate PHMSA rules, Commission rules, Columbia's Gas Standards or Columbia's tariff.

7. In those instances where there are multiple meter locations that are reasonably equivalent from Columbia's safety perspective, Columbia will consult with the property owner to determine a mutually agreeable safe location for the meter. Columbia will use its reasonable efforts to encourage customers to include the Society in its meter relocation conversations. As long as the customer agrees to include the Society in the conversations, Columbia agrees to receive and consider input from the Society. Columbia agrees that it will use its best efforts to resolve any concerns that the property owner or Society may raise, but if Columbia in good faith cannot satisfy such concerns, Columbia may use its judgment to determine the meter's location. The Parties acknowledge that Columbia intends to move meters outside unless doing so would violate PHMSA rules, Commission rules, or Columbia's tariff. Columbia acknowledges that the front façade is the least preferable meter location for the Society. In acknowledgement of the Society's work and the historic standard the Society seeks to maintain, when Columbia determines that multiple, safe meter locations exist, Columbia will recommend to the property owner that a visible location in the front of the primary property structure should be the last meter placement option.

8. If the conditions required to locate an outside meter in the rear of a building are not satisfied, the property owner and the Society will be provided an opportunity to alleviate, if possible, the issue or circumstance creating the obstacle to locating the meter in the rear of a building. If the conditions required to locate an outside meter in the rear of a building remain unsatisfied after providing the property owner and the Society with an opportunity to remedy the unsatisfied condition(s), then Columbia may locate the meter in another location that does not violate PHMSA rules, Commission rules, Columbia's Gas Standards or Columbia's tariff.

9. Columbia agrees to use its best efforts to satisfy the property owner's requests, if any, to provide painting or landscaping to improve the meter's aesthetic appearance. Columbia agrees to reasonably restore all landscaping features disrupted during AMRP projects in German Village. These include grasses, shrubbery and any other decorative plantings. In addition, Columbia agrees to restore all hard landscaping features such as pathways, retaining walls, etc. to the same condition found prior to AMRP project commencement. When Columbia anticipates sidewalk concrete is to be removed due to an AMRP project, when reasonably practicable, Columbia agrees to provide the Society notice of the planned sidewalk removal. Columbia further agrees to contribute to the Society a comparable dollar amount for the sidewalk restoration in lieu of Columbia performing the sidewalk restoration to allow the Society, in collaboration with the affected property owner(s), to replace concrete sidewalks with brick and concrete or broken sandstone curbs with whole sandstone curbs, unless the City of Columbus permit dictates otherwise. All work performed will be the responsibility of the Society directly or through its professional landscape contractors. The Society will obtain any necessary permits for sidewalk replacements and associated restoration for the property owner and with the property owner's consent. In order for Columbia to be obligated to provide each contribution, the affected property owner(s) must consent to the sidewalk replacement. The Society agrees that it will use its best efforts to complete all of the restoration work described in this paragraph within 30 days of the completion of each AMRP project or in accordance with the sidewalk restoration permit obtained from the City of Columbus.

10. If any property owner in German Village refuses to let Columbia move a meter upon Columbia's request, or if any property owner in German Village refuses to communicate with Columbia about Columbia's request to move a meter, Columbia will provide such property owners, the customer of record for the property (if different from the property owner), and the Society (with the customer's consent), with a 14-day notice of termination of service. If the customer does not permit Columbia to move its meter within the 14-day notice period, Columbia may terminate service to the customer upon the expiration of the 14-day notice period.

11. The Society agrees that it will not object to Columbia's proposed recovery of all costs associated with the movement of meters in German Village as part of any proceeding, including those proceedings in which Columbia seeks authorization to revise the rates associated with its Rider IRP.

12. The Society agrees that Columbia shall be the contact with customers and the media (including social media) about the status of Columbia's AMRP work, gas pipeline safety, and Columbia's natural gas service in German Village. However, this agreement does not restrict either Party's ability to communicate directly with its customers or members about matters other than AMRP projects, gas pipeline safety, and Columbia's natural gas service, without the other party's prior approval. Upon or after filing of this Stipulation with the Commission, the parties agree to jointly issue a mutually agreed upon press statement. Upon request of the Society, Columbia will share with the Society Columbia's communication plans for AMRP construction in German Village, including meter relocation guidelines. Should the Society desire to offer any input about the communication plans, Columbia agrees to consider the Society's comments.

13. This Stipulation shall forever settle, satisfy, and discharge any and all claims which the Society, its members, and the individuals and companies listed in the Fourth Revised Attachment A to the Society's Complaint have asserted or could have asserted against Columbia relating to the placement of meters in German Village.

14. This Stipulation is expressly conditioned upon the Commission's adoption and approval of the Stipulation in its entirety, without material modification.

15. Should the Commission reject or materially modify all or any part of this Stipulation, the Parties shall have the right, within 30 days of issuance of the Commission's order, to file an application for rehearing or to terminate and withdraw from the Stipulation by filing a notice with the Commission in this proceeding and serving all the Parties. The Parties agree that they will not oppose or argue against any application for rehearing that seeks to uphold the original, unmodified Stipulation.

16. Upon the Commission's issuance of any entry on rehearing that does not adopt the Stipulation without material modification, any party may terminate and withdraw from the Stipulation by filing a notice with the Commission within 30 days of the Commission's entry on rehearing.

17. Upon notice of termination or withdrawal by any party, pursuant to the above provisions, the Stipulation shall immediately become null and void. If

the Stipulation becomes null and void and the Commission determines that a hearing is necessary, the Parties urge the Commission to give all Parties an opportunity to present testimony, cross-examine witnesses, and brief issues.

18. This Stipulation is entered into as an overall compromise and resolution of all of the issues presented in this proceeding. This Stipulation does not necessarily represent the position any Party would have taken absent the execution of this Stipulation.

19. Except for enforcement purposes or as otherwise specified below, the Parties agree not to cite this Stipulation, the information and data contained in it, or any Commission Order approving the Stipulation as precedent in any future proceeding for or against any other Party.

20. Except as otherwise specified in this Stipulation, the Parties urge the Commission not to construe or apply any specific element or item contained in or supporting the Stipulation as the results that any Party might support or seek had the Parties not reached this Stipulation.

In conclusion, the undersigned Parties respectfully request that the Commission issue an Opinion and Order approving and adopting this Joint Stipulation and Recommendation.

AGREED THIS 29th DAY OF SEPTEMBER, 2017.

/s/ Stephen B. Seiple
Stephen B. Seiple
Columbia Gas of Ohio, Inc.

/s/ Christopher J. Allwein
Christopher J. Allwein
The German Village Society, Inc.

ATTACHMENT A

German Village Boundaries Map

German Village

 German Village Boundary

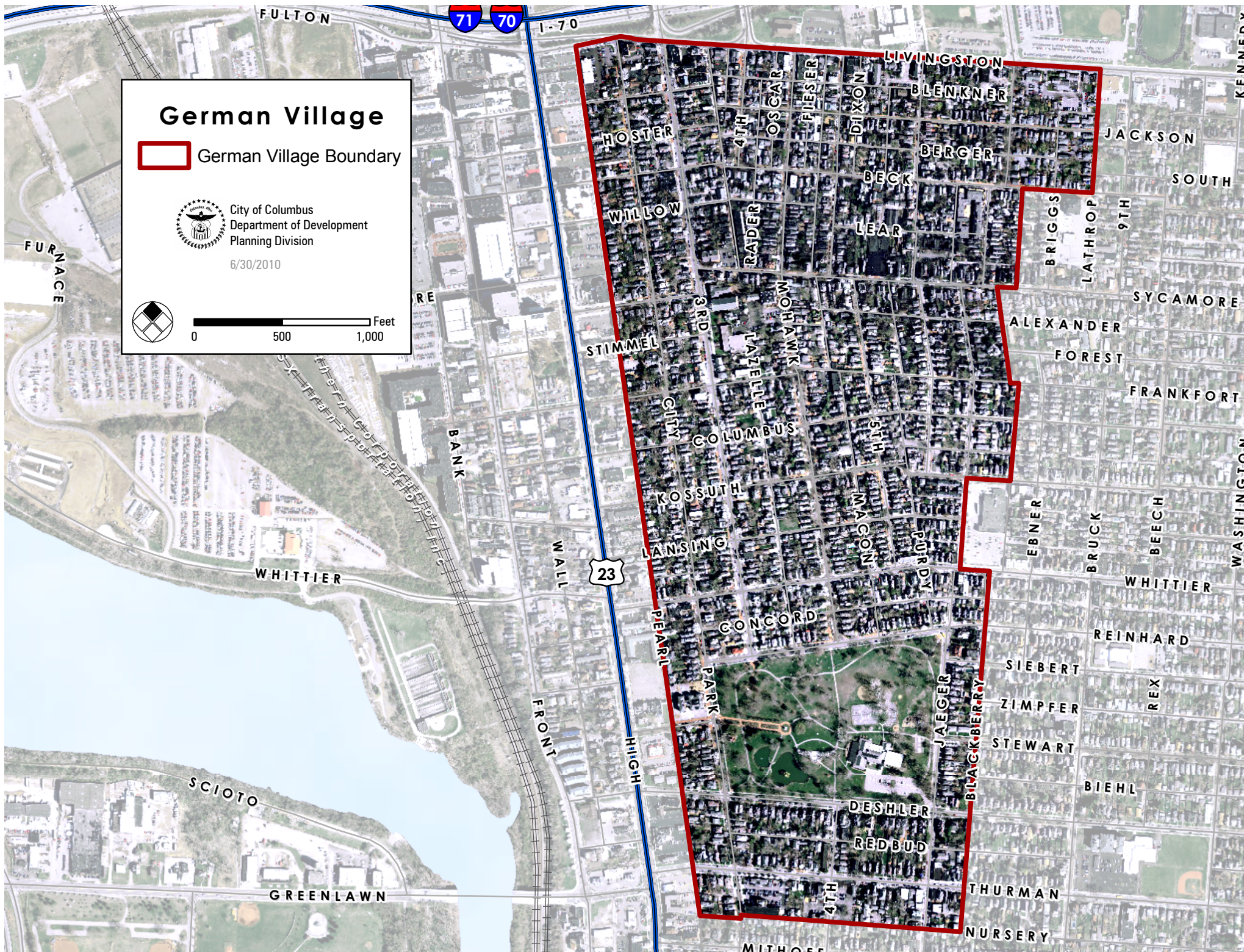


City of Columbus
Department of Development
Planning Division

6/30/2010



0 500 1,000 Feet



This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

9/29/2017 12:55:01 PM

in

Case No(s). 17-1298-GA-CSS

Summary: Stipulation /Joint Stipulation and Recommendation electronically filed by Cheryl A MacDonald on behalf of Columbia Gas of Ohio, Inc. and The German Village Society, Inc.