

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

SUBURBAN NATURAL GAS COMPANY)	
2626 Lewis Center Road)	
Lewis Center, Ohio 43035)	
)	
Complainant,)	
v.)	
)	
COLUMBUS GAS OF OHIO, INC.)	Case No. 17-2168-GA-CSS
C/O Corporation Service Company)	
50 West Broad Street, Suite 1330)	
Columbus, Ohio 43215)	
)	
Respondent.)	
)	

**VERIFIED COMPLAINT
and
REQUEST FOR EMERGENCY RELIEF**

Columbia Gas of Ohio, Inc. (Columbia) has dusted-off the playbook it used in the 1980s to once again attempt to put Suburban Natural Gas Company (Suburban) out of business. The Commission must immediately put a stop to Columbia's unlawful and unjust tactics.

Just as it did in the 1980s, Columbia is once again offering rebates and other financial incentives to prospective customers, developers, and builders in areas already served by Suburban. Unlike the 1980s, Columbia now has a rider that it can use to recover the cost of these incentives from ratepayers. Suburban does not purport to represent the interests of Columbia's ratepayers. But the fact that Columbia has embarked on a project to enrich itself and destroy a competitor *at no cost to itself* further highlights the injustice to Suburban.

Columbia's actions fly in the face of a 1995 Stipulation in which Columbia agreed to stop doing exactly what it has now resumed: offering financial incentives to developers and builders

to unjustly gain an anti-competitive advantage over Suburban. Columbia has violated the stipulation. And it is no defense that Columbia's renewed cash incentives are part of a DSM program. Columbia asked for, and the Commission approved, a builder incentive program for prospective customers *within* Columbia's service area. Columbia is using this program primarily as a marketing tool to *expand* its service area in direct competition with Suburban. Indeed, Columbia's pipeline construction contractor, Miller Pipeline, is onsite making final preparations to install distribution mains *literally* on the other side of the street from Suburban's existing mains.

Accordingly, for its Complaint against Columbia, Suburban alleges and avers as follows:

PARTIES AND JURISDICTION

1. Suburban Natural Gas Company is a "natural gas company" and "public utility" under R.C. 4905.02 and 4905.03. Suburban serves approximately 17,000 customers in Ohio.
2. Columbia Gas of Ohio, Inc. is a "natural gas company" and "public utility" under R.C. 4905.02 and 4905.03. Columbia serves over 1.5 million customers in Ohio.
3. The Commission has personal jurisdiction over Columbia and subject matter jurisdiction to hear and decide this action under R.C. 4905.04, 4905.05, 4905.06, 4905.26, and 4929.08.
4. The Commission has authority, and indeed the responsibility under these circumstances, to grant the interim, emergency relief requested herein under R.C. 4909.16.

FACTS COMMON TO ALL CLAIMS

A. The 1995 Stipulation

5. Suburban and Columbia each serve customers in southern Delaware County.

6. In the mid-1980s, Columbia began to aggressively promote financial incentives and other special deals to prospective customers, developers, and builders that Suburban, being a much smaller company, could not match. In complaint hearings concerning this practice, Columbia witnesses admitted that they had been ordered by management, “when confronted by competition with Suburban, to do whatever was necessary to meet or beat the competition,” even if it meant violating Columbia’s PUCO tariff. (Case No. 86-1747-GA-CSS, Tr. at 61(cross examination of R. Parshall).)

7. Suburban, Columbia, and the Commission eventually came to agree that the continued duplication of facilities would prove ruinous, and was not in the public interest. Columbia filed a self-complaint in Case No. 93-1569-GA-SLF to obtain clarification of certain existing tariff language, which was followed by joint applications between Suburban and Columbia to transfer certain facilities and customers. (Case Nos. 94-938-GA-ATR, 94-939-GA-ATA.) These three proceedings were eventually consolidated.

8. The parties filed a Second Amended Joint Petition, Application, and Stipulation in November 1995, which the Commission approved in a January 18, 1996 Finding and Order (the “1995 Stipulation,” attached as Exhibit A).

9. The 1995 Stipulation was intended to “resolve all contested issues.” (Stipulation at 2.) These contested issues included Columbia’s use of financial incentives to builders and developers in competitive areas, under the Buckeye Builder, Scarlet Builder, Gray Builder, High Volume Single Family Builder, and Mark of Efficiency programs. Suburban released all claims

arising from these programs, with the reasonable expectation that Columbia would not later resurrect “any program substantially similar to such programs” in areas served by Suburban, and expressly reserved the right to litigate Columbia’s resort to such renewed marketing tools. (*See id.*, Exhibit 7.)

10. In its Finding and Order adopting the 1995 Stipulation, the Commission expressly reserved jurisdiction over the competitive issues raised in that proceeding. “The commission expects to continue to review the companies’ practices in this area. Nothing in our acceptance of this stipulation should be interpreted as precluding the Commission’s ability to review and limit the practices or take other remedial actions when the activities described in the tariff are undertaken in a manner which violates Section 4905.33, Revised, Code, or other pertinent sections of the Revised Code.” (Finding and Order ¶ 10.)

B. Columbia’s DSM Program

11. As part of the resolution of its last and final gas cost recovery (GCR) proceeding, Columbia agreed to file an application for approval of a comprehensive DSM program by July 1, 2008. (Case No. 05-221-GA-GCR, Stipulation (Dec. 8, 2007) at 21 ¶ 38.) The Commission approved the stipulation in a January 23, 2008 Opinion and Order.

12. Columbia filed a DSM application on July 1, 2008, in Case No. 08-833-GA-UNC. Among other DSM offerings, Columbia proposed a Residential New Construction program. This program began as a research project to determine “how best to build efficient homes in Columbia’s territory.” (Application at 25.) The program offered a \$1000 rebate per qualified home to builders meeting certain energy efficiency standards. (*Id.* at 25). Columbia budgeted \$6.9 million for the program for the period 2009-2011. (*Id.* at 24.) The Commission approved the

program in a July 23, 2008 Finding and Order, pursuant to the alternative rate plan provisions of R.C. 4929.05.

13. Columbia filed an application on September 9, 2011, in Case No. 11-5028-GA-UNC, to continue and expand its DSM programs for the period 2012-2016. The Residential New Construction program was renamed Energy Efficient New Homes, but the general program design remained the same. The application represented that the “direct financial incentives” for energy-efficient construction would be provided to home builders “within” or “in” “Columbia Gas of Ohio’s service territory.” (Application at 27, 28.) Columbia’s budget for the program increased to \$10.2 million. (*Id.* at 26.) The application was ultimately resolved by stipulation, without any evidentiary hearing or findings of fact, and approved by the Commission in a December 4, 2011 Finding and Order.

14. Most recently, in Case No. 16-1309-GA-UNC, Columbia again sought to continue and expand its DSM programs. The Energy Efficient New Homes program was again renamed, this time to EfficiencyCrafted Homes. (Application at 11-12.) The program continues to offer direct cash incentives to home builders, but in an unspecified amount. The program budget for the 2017-2022 period is nearly \$20 million. (*Id.* at 25.) This proceeding was also resolved by stipulation, which the Commission approved in its December 21, 2016 Opinion and Order.

C. Columbia’s anti-competitive use of incentive programs.

15. In February 2002, a large tract of agricultural land in Delaware County was rezoned for residential use to accommodate what is now known as the Glen Ross subdivision. As part of the rezoning process, Suburban submitted information on behalf of the developer indicating that Suburban was capable of serving, and would serve, the Glen Ross subdivision.

16. Suburban subsequently extended distribution mains along Cheshire Road to serve current and future development in the Glen Ross subdivision. From the 2005 BIA Parade of Homes to the present, Suburban has installed distribution lines from its mains to each new home in the Glen Ross development. Suburban currently serves over 550 customers in this development. Based on information available to Suburban, approximately 490 homes will be built in the next phase of development. Suburban has managed and planned its system to accommodate this growth, including a planned \$8.5 million system improvement required to serve this area.

17. The Glen Ross subdivision is not within Columbia's service territory, either as of the date of the final order in Case No. 16-1309-GA-UNC or presently.

18. The 1995 Stipulation was intended to permanently end Columbia's use of builder incentive programs in areas served, or readily-capable of being served, by Suburban. Such areas include the Glen Ross subdivision and adjacent developments.

19. Suburban was recently informed by a builder in the Glen Ross subdivision that it has been offered financial incentives from Columbia as an inducement to take service from Columbia instead of Suburban.

20. In addition, Suburban has learned that at least two other builders in subdivisions adjacent to or in the vicinity of Glen Ross have been offered similar cash incentives by Columbia.

21. The builders who have been offered cash incentives by Columbia have built and, on information and belief, will continue to build homes to the same energy efficiency standards as the homes built in areas currently served by Suburban, without cash incentives.

22. Columbia has obtained, or will imminently obtain, permits or other authorization to connect to the transferred facilities west of Braumiller Road and construct gas mains nearly a mile to the east, along Cheshire Road. The purpose of this main extension is to serve new construction in Glen Ross and neighboring subdivisions. The planned extension is shown in red on Exhibit B.

23. As shown on Exhibit B, Columbia's planned main extension will duplicate Suburban's existing distribution mains along Cheshire Road. Columbia's existing facilities are depicted in green.

24. On information and belief, Columbia has recovered or intends to recover the cost of financial incentives provided to builders through its Demand Side Management Rider, P.U.C.O. No. 2, Twelfth Revised Sheet No. 28.

25. But for Columbia's use of the EnergyCrafted Homes program and other incentives for the improper purpose of competing with Suburban, builders who have or will accept financial incentives from Columbia would otherwise remain customers of Suburban.

Count 1: Violation of the 1995 Stipulation

26. Complainant incorporates the allegations in paragraphs 1 through 25 as if fully rewritten.

27. Columbia's EnergyCrafted Homes program is "substantially similar to" the programs Columbia agreed to terminate in the 1995 Stipulation.

28. Columbia is using the EnergyCrafted Homes program to gain an unfair competitive advantage to secure customers in areas currently served by Suburban.

29. Columbia's actions are directly contrary to the 1995 Stipulation and the Finding and Order approving same. By extending its mains and proposed distribution lines into Suburban's operating area and offering financial incentives to builders, Columbia is violating

the purpose and intent of the 1995 Stipulation, which authorized the sale and exchange of facilities to eliminate the wasteful duplication and destructive competitive practices now being reintroduced into Suburban's operating area. Moreover, Columbia's intended duplication of facilities confounds Suburban's planning for system betterment to serve committed and anticipated growth in its operating area.

30. Suburban has been damaged by Columbia's violations of the 1995 Stipulation.

Count 2: Violation of Order approving DSM Programs

31. Complainant incorporates the allegations in paragraphs 1 through 30 as if fully rewritten.

32. In its applications in Case Nos. 08-833-GA-UNC, 11-5028-GA-UNC, and 16-1309-GA UNC, Columbia specifically represented that the DSM programs described therein would be limited to entities "in" or "within" Columbia's service territory.

33. In approving the applications filed in Case Nos. 08-833-GA-UNC, 11-5028-GA-UNC, and 16-1309-GA UNC, the Commission authorized Columbia to implement DSM programs "in" or "within" Columbia's service territory.

34. The Glen Ross subdivision was not, and is not, "in" or "within" Columbia's service territory.

35. Columbia has not sought a waiver of the Commission's order in Case No. 16-1309-GA-UNC, or otherwise sought authorization to offer DSM programs to entities located outside Columbia's service territory.

36. By offering and extending DSM programs and incentives to entities located outside its service territory, Columbia is in violation of the Commission's December 21, 2016 Opinion and Order in Case No. 16-1309-GA-UNC.

37. Suburban has been damaged by Columbia's violation of the aforementioned Opinion and Order.

Count 3: Violation of DSM Rider

38. Complainant incorporates the allegations in paragraphs 1 through 37 as if fully rewritten.

39. The Commission's December 21, 2016 Opinion and Order in Case No. 16-1309-GA-UNC authorizes Columbia to recover eligible DSM program costs through Columbia's DSM Rider.

40. The cost of programs extended to entities not located in or within Columbia's service territory are not eligible for recovery through the DSM Rider.

41. Columbia has, or will, recover or attempt to recover ineligible costs through its DSM Rider, effectively subsidizing Columbia's unlawful activities.

42. Suburban has been damaged by Columbia's violation of its DSM Rider.

Count 4: Violation of Main Extension Tariff

43. Complainant incorporates the allegations in paragraphs 1 through 42 as if fully rewritten.

44. Columbia's Commission-approved tariff establishes mandatory policies for the extension of distribution mains. *See* P.U.C.O. No. 2, Rules and Regulations Governing the Distribution and Sale of Gas, Third Revised Sheet Nos. 9 and 10 (eff. May 31, 2017) ("Main Extension Tariff").

45. On information and belief, Columbia is offering to, or has, agreed with builders or others to waive deposits or other charges required under the Main Extension Tariff.

46. Suburban has been damaged by Columbia's violation of its Main Extension Tariff.

Count 5: Statutory Violations

47. Complainant incorporates the allegations in paragraphs 1 through 46 as if fully rewritten.

48. Under R.C. 4905.32, no public utility shall charge or receive a rate or charge for any service rendered, or to be rendered, except as specified in its tariff.

49. Under R.C. 4905.33, no public utility shall directly or indirectly charge or receive a lesser compensation for any service rendered, or to be rendered, than specified in its tariff. Additionally, no public utility shall furnish free service or service for less than actual cost for the purpose of destroying competition.

50. Under R.C. 4905.35, no public utility shall make or give any undue or unreasonable preference or advantage to any person or corporation.

51. Under R.C. 4929.08(B), no natural gas company shall implement an alternative rate plan in a manner than violates the policy of this state specified in R.C. 4929.02.

52. By extending DSM programs to ineligible entities, seeking cost recovery of ineligible costs through Rider DSM, waiving deposits and fees under its Main Extension Tariff, duplicating the existing gas distribution facilities of Suburban, and otherwise extending preferences and advantages for the purpose of destroying competition, Columbia is in violation of R.C. 4905.32, 4905.33, R.C. 4905.35 and R.C. 4929.08.

53. Suburban has been damaged by Columbia's statutory violations.

Count 6: Request for Emergency Relief

54. Complainant incorporates the allegations in paragraphs 1 through 53 as if fully rewritten.

55. The Commission has general jurisdiction and supervision to issue just and reasonable orders necessary to ensure safe, adequate, reliable, and competitively-neutral service. *See* R.C. 4905.04, 4905.05, 4905.06, 4905.37, 4905.38, 4905.54.

56. In approving the 1995 Stipulation, the Commission expressly reserved jurisdiction to “review and limit the practices or take other remedial actions when the activities described in the tariff are undertaken in a manner which violates Section 4905.33, Revised, Code, or other pertinent sections of the Revised Code.” (Finding and Order ¶ 10.)

57. Additionally, R.C. 4909.16 authorizes the Commission, when “deemed necessary to prevent injury to the business or interest of the public or of any public utility in this state in case of any emergency to be judged by the commission,” to “temporarily alter, amend, or, with the consent of the public utility concerned, suspend any existing rates, schedules, or order relating to or affecting any public utility. . .” Such an emergency order “shall apply to one or more of the public utilities in this state” and “shall take effect at such time and remain in force for such length of time as the commission prescribes.”

58. The allegations raised herein justify the immediate issuance of an order directing Columbia to: (a) immediately cease and desist from extending its duplicative distribution main east from Braumiller Road along Cheshire Road; (b) immediately cease and desist from offering financial incentives to developers and builders in Suburban’s operating area; (c) account for and suspend payment of any such financial incentives already offered or accepted; and (d) separately account for all construction costs incurred in extending distribution mains and facilities into

Suburban's operating area, with such costs being subject to ratemaking disallowance pending the outcome of this proceeding.

PRAYER FOR RELIEF

WHEREFORE, Complainant respectfully requests issuance of necessary Commission orders:

- A. Granting the interim emergency relief requested herein;
- B. Finding that reasonable grounds for complaint have been stated, in accordance with R.C. 4905.26;
- C. Finding that Columbia has violated Commission orders, its tariffs, and Title 49, Ohio Revised Code, as alleged herein;
- D. Abrogating or modifying the DSM provisions of Columbia's alternative rate plan, as authorized by R.C. 4929.08;
- E. Granting such other and further relief as the Commission deems just and proper.

VERIFICATION

DELAWARE COUNTY)
)
STATE OF OHIO)

David L. Pemberton, Sr., being sworn in accordance with law, states that he is the Chairman of the Board of Suburban Natural Gas Company, and that the allegations in the foregoing Verified Complaint are true and correct to the best of his knowledge, information and belief.

David L. Pemberton, Sr.

Sworn to in my presence on October 20, 2017.

Notary Public

Date: October 20, 2017

Respectfully Submitted,

/s/ Mark A. Whitt

Mark A. Whitt

Christopher T. Kennedy

Rebekah Glover

WHITT STURTEVANT LLP

88 E. Broad St., Suite 1590

Columbus, Ohio 43215

614.224.3911

whitt@whitt-sturtevant.com

kennedy@whitt-sturtevant.com

glover@whitt-sturtevant.com

Stephen D. Martin

**MANOS, MARTIN & PERGRAM CO,
LPA**

50 North Sandusky Street

Delaware, Ohio 43015

740.362.1313

740.362.3288 (fax)

smartin@mmpdlaw.com

Attorneys for Complainant

(All counsel consent to service by e-mail)

INSTRUCTIONS FOR SERVICE

TO THE DOCKETING DIVISION:

Please serve the Verified Complaint to:

Columbia Gas of Ohio, Inc.
C/O Corporation Service Company
50 West Broad Street, Suite 1330
Columbus, Ohio 43215

A courtesy copy is being emailed to Stephen B. Seipel, Assistant General Counsel, Columbia Gas of Ohio, Inc. (sseiple@nisource.com)

PRAYER FOR RELIEF

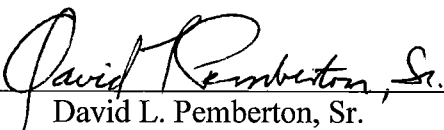
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- D. Abrogating or modifying the DSM provisions of Columbia's alternative rate plan, as authorized by R.C. 4929.08;
- E. Granting such other and further relief as the Commission deems just and proper.

VERIFICATION

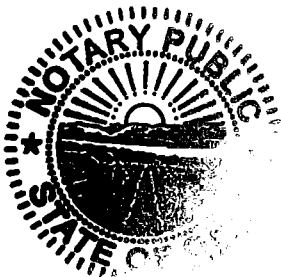
DELAWARE COUNTY)
)
STATE OF OHIO)

David L. Pemberton, Sr., being sworn in accordance with law, states that he is the Chairman of the Board of Suburban Natural Gas Company, and that the allegations in the foregoing Verified Complaint are true and correct to the best of his knowledge, information and belief.

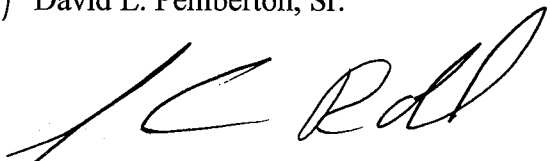


David L. Pemberton, Sr.

Sworn to in my presence on October 20, 2017.



S. AARON ROLL
Notary Public, State of Ohio
My Commission Expires
9/19/22



Notary Public

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

RECEIVED

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DOCKETING DIVISION
PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Self-
Complaint of Columbia Gas of
Ohio Concerning its Existing
Tariff Provisions.)
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Case No. 93-1569-GA-SLF

In the Matter of the Joint
Petition of Columbia Gas of Ohio,
Inc. and Suburban Natural Gas
Company for Approval of an
Agreement to Transfer Certain
Facilities and Customers.)
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Case No. 94-938-GA-ATR

In the Matter of the Joint
Application of Columbia Gas of
Ohio, Inc. and Suburban Natural
Gas Company for Approval of
Certain Tariff Modifications.)
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Case No. 94-939-GA-ATA

SECOND AMENDED JOINT PETITION, APPLICATION,
AND STIPULATION AND RECOMMENDATION OF
COLUMBIA GAS OF OHIO, INC. AND
SUBURBAN NATURAL GAS COMPANY

Now come COLUMBIA GAS OF OHIO, INC. (hereinafter
"Columbia") and SUBURBAN NATURAL GAS COMPANY (hereinafter "Subur-
ban") (both of which are collectively referred to as "the
Parties") and submit their Second Amended Joint Petition,
Application, and Stipulation and Recommendation (hereinafter
jointly referred to as "the Stipulation") in the above-captioned
proceedings.

WHEREAS, Columbia and Suburban are public utilities and
natural gas companies, as defined by R. C. §§ 4905.02 and
4905.03, and are therefore subject to the regulatory jurisdiction
of the Public Utilities Commission (hereinafter "Commission");
and

WHEREAS, Columbia filed a self-complaint with the Commission on September 17, 1993 in Case No. 93-1569-GA-SLF, pursuant to R. C. § 4905.26, seeking to resolve an existing controversy with Suburban involving competition between the Parties in certain areas of Ohio; and

WHEREAS, Suburban has been granted leave to intervene in, and is a party to, that proceeding; and

WHEREAS, Ohio Administrative Code Rule 4901-1-30 provides that any two or more parties may enter into a written stipulation concerning the issues presented in any Commission proceeding; and

WHEREAS, the Commission, through meetings conducted by its Attorney Examiner and Staff, has actively supervised the Parties' resolution of their competitive dispute and rationalization of their distribution systems (in Delaware and Franklin Counties) in the public interest by means of agreement rather than adversary procedure; and

WHEREAS, the Parties are willing to agree, subject to the consent and approval of the Commission as more fully described herein, to (1) the transfer of certain customers and facilities between the Parties and (2) the modification of certain tariff provisions which are currently contained in the Parties' tariffs on file with this Commission; and

WHEREAS, said agreement, if approved by the Commission in the manner described herein, would resolve all contested issues in Case No. 93-1569-GA-SLF and terminate the proceedings in that case.

NOW, THEREFORE, the Parties hereby stipulate and recommend that the Commission:

(1) Grant the Joint Petition of the Parties for approval of the Agreement embodied in this Stipulation, pursuant to R. C. § 4905.48 (as more fully described in Section A, infra); and

(2) Grant the Joint Application of the Parties to modify their existing tariff provisions.

A. SECOND AMENDED JOINT PETITION FOR APPROVAL OF AGREEMENT TO TRANSFER CUSTOMERS AND FACILITIES

1. The Parties are willing to enter into an agreement as set forth herein to transfer certain customers and facilities located in the Counties of Franklin and Delaware, State of Ohio, subject to the active supervision, direction, and consent and approval of the Commission pursuant to R.C. § 4905.48.

2. Under the Agreement, Suburban would convey to Columbia all right, title, and interest in the following natural gas pipelines, along with any connected meters, regulators, appurtenant facilities, and any associated easements or rights-of-way or similar interests in real property on or through which such pipeline being transferred lies:

- a. That portion of the "ARCO" pipeline, a six-inch steel pipeline which is currently leased by Suburban from Atlantic Richfield Company, which lies in Franklin County south of Lazelle Road;
- b. That portion of Suburban's pipeline which runs west from the western boundary of the Olentangy High School property on Lewis Center Road across U. S. Route 23; then south along U. S. Route 23 to Home Road where the pipeline terminates; and

- c. Suburban's pipeline which runs West of Braumiller along Cheshire Road.

3. In connection with the sale and transfer of such pipelines and other facilities, Columbia would acquire the right and obligation to render natural gas service to all customers currently served by Suburban from such facilities, and Suburban would have no further rights or obligations in that regard. The names and addresses of such customers are set forth in Exhibit 1 hereto.

4. Under the Agreement, Columbia would convey to Suburban all right, title, and interest in the following natural gas pipelines, along with any connected meters, regulators, appurtenant facilities, and any associated easements or rights-of-way or similar interests in real property on or through which such pipeline being transferred lies:

- a. Columbia's pipeline on Orange Road commencing at the middle of the Norfolk & Western Railroad tracks and continuing east along Orange Road until the intersection of Orange Road and Old State Road; and
- b. Columbia's pipeline which runs from the intersection of Orange Road and Old State Road north along Old State Road to "The Shores" Subdivision and beyond to its terminus, including all piping currently owned by Columbia within that subdivision.

5. Under the Agreement, Columbia would also sell to Suburban its pipeline which runs from the intersection of Lazelle Road and Sancus Boulevard north along Sancus Boulevard, then northwest along Polaris Parkway, then north along Old State Road, then west along Powell Road to the point at which the pipeline enters the Oak Creek Subdivision being developed by Borrer

Corporation and known as the Callahan Farm Property (comprising approximately 150 acres and 385 lots and depicted in Exhibit 2 hereto), as well as the extension along Gemini Parkway and Antares Avenue. Suburban would then lease that pipeline back to Columbia for five years or until the Commission authorizes abandonment by Suburban of the line (pursuant to R.C. § 4905.21, as amended from time to time), whichever occurs later, for the sum of \$5,500 per annum for no more than 20 years as full and complete consideration for allowing Columbia jointly to utilize the facilities to transport natural and/or synthetic gas from existing Columbia facilities along Lazelle Road to Columbia's pipeline facilities within the Oak Creek Subdivision and the Wyndstone Development, in such quantities and at such times as are necessary to serve customers within that Subdivision and Development as they are built out. Columbia's payment to Suburban for the lease is to be offset against the net book cost of the pipeline and other facilities that Columbia is transferring to Suburban with the result that Columbia would make no other payment to Suburban. Suburban would be responsible for the operation, maintenance, and repair of this leased pipeline, and Columbia would have no right to make new taps on, or construct additional laterals from, that pipeline. To the extent that the natural gas facilities described above in this paragraph 5 become inadequate for the joint use by both Columbia and Suburban described herein, Columbia's use of the natural gas facilities to serve the Oak Creek Subdivision would have priority over Suburban's use of the natural gas facilities.

6. In connection with the sale and transfer of such pipelines and other facilities, except as otherwise provided herein, Suburban would acquire the right and obligation to render natural gas service to all customers currently served by Columbia from such facilities and Columbia would have no further rights or obligations in that regard. The names and addresses of such customers are set forth in Exhibit 3 hereto. Suburban will also assume Columbia's rights and obligations under a Refundable Line Relocation Agreement with N.P. Limited Partnership, a copy of which is annexed hereto as Exhibit 4. Suburban is to receive from Columbia the balance remaining of a \$22,573 deposit, specifically \$14,282.02, paid to Columbia under said Refundable Line Relocation Agreement with N.P. Limited Partnership.

7. In connection with the sale and transfer of such pipelines and other facilities, Suburban and Columbia would execute--and, as necessary, record--all documents necessary to effect the transfers of personal and real property described herein. In addition, Suburban and Columbia would transfer and deliver to each other all accounting records pertaining to the transfer of property, including documents establishing the net book cost of the assets exchanged and the accounting and billing records for all customers listed on Exhibits 1 and 3 hereto. All transfers described herein would be completed within 60 days from the Commission's approval of this Stipulation.

8. As consideration for the conveyance of pipelines and other facilities under the Agreement, each company would agree to pay the net book cost (i.e., original cost less accrued

depreciation), as reflected on the selling company's books and records, for any facilities acquired from the other company under the Agreement. Columbia would receive title in fee simple to that portion of the ARCO line which is being transferred to Columbia pursuant to the Agreement. In addition, Suburban would pay to Columbia the sum of Sixty Thousand Dollars (\$60,000) in ten (10) installments of Six Thousand Dollars (\$6,000) each, with the first payment due within five (5) business days of the approval of this Stipulation by the Commission and the next nine (9) payments due on the yearly anniversaries of that approval.

9. In any instance in this Stipulation in which a road, highway, or railroad track is given as a boundary, the middle of the road, highway, or railroad track is considered to be the boundary.

10. Nothing in this Stipulation shall be construed as preventing Columbia from installing, in any of the areas described, a high-pressure natural gas pipeline, the purpose of which is to be limited to transporting gas from existing and future sources of supply to various gas distribution systems owned and operated by Columbia in southern Delaware and northern Franklin Counties to points outside of said areas, which pipeline shall also be available, subject to appropriate rate and service conditions, as a supply source for Suburban's system.

**B. SECOND AMENDED JOINT APPLICATION FOR APPROVAL OF CERTAIN
TARIFF MODIFICATIONS**

1. The Commission-approved tariffs of both Columbia and Suburban currently contain language which restricts the ability of said companies to provide or pay for, directly or indirectly, customer service lines, house piping, and appliances when competing with another regulated natural gas company which does not provide or pay for such items.

2. In Columbia's tariffs, this language appears in Section 23(b) (Fourth Revised Sheet No. 6); Section 28 (Fifth Revised Sheet No. 7), and Section 29 (Fifth Revised Sheet No. 7).

3. In Suburban's tariffs, this language appears in Section 23(b) (Section III, Original Sheet No. 1), Section 27 (Section III, Original Sheet No. 2), and Section 28 (Section III, Original Sheets Nos. 2 and 3).

4. The Parties hereby jointly request authority to modify their tariffs regarding customer service lines, house piping, and appliances. This application is made pursuant to R.C. § 4909.18, and the Parties represent that the requested tariff modifications will not result in an increase in any rate, joint rate, toll, classification, charge, or rental. Revised tariff sheets showing the proposed changes are attached hereto as Exhibit 5 for Columbia and Exhibit 6 for Suburban. The Parties request that the Commission authorize them to file such revised tariff sheets to become effective immediately.

C. MISCELLANEOUS RECOMMENDATIONS

1. This Stipulation represents a compromise and settlement of any and all existing disputes between the Parties concerning competition between said Parties. As a result, upon approval of the Stipulation by the Commission, the Parties agree to execute mutual releases and covenants not to sue, in the forms attached hereto as Exhibit 7.

2. This Stipulation and the mutual releases and covenants not to sue are the only agreements executed by the Parties for the purpose of terminating this controversy.

3. If the Commission rejects any part or all of this Stipulation, the Parties agree that the Stipulation shall be null and void and will be withdrawn, and shall not constitute any part of the record in this proceeding, nor shall it be used for any purpose whatsoever by any party to this or any other proceeding.

4. The undersigned respectfully join in requesting that the Commission approve the Joint Stipulation and Recommendation of the Parties, in the manner described above.

5. The Commission shall retain continuing jurisdiction in this matter to supervise and assure the Parties' compliance with this Joint Stipulation and Recommendation of the Parties.

Agreed this 6th day of November, 1995.

COLUMBIA GAS OF OHIO, INC.,
an Ohio corporation,

By: *Burt Jordan*
Its President

Date: November 9, 1995

SUBURBAN NATURAL GAS COMPANY,
an Ohio corporation,

By: *David L. Pemberton*
Its President


Date: November 6, 1995

VERIFICATION

State of Ohio)
) ss:
County of Franklin)

Before me, a notary public in and for the State of Ohio, personally appeared Richard J. Gordon and Andrew J. Sonderman, who, having first been sworn, deposed and said that they are the President and Secretary, respectively, of Columbia Gas of Ohio, Inc., that they have read the portions of the foregoing document entitled "SECOND AMENDED JOINT PETITION, APPLICATION, AND STIPULATION AND RECOMMENDATION OF COLUMBIA GAS OF OHIO, INC. AND SUBURBAN NATURAL GAS COMPANY," and that the statements set forth therein are true and accurate to the best of their knowledge and belief.


Richard J. Gordon, President


Andrew J. Sonderman, Secretary

Sworn to and subscribed in my presence this 9th
day of November, 1995.


Notary Public

VERIFICATION

State of Ohio)
County of ^{Wood} Delaware) ss: _____

Before me, a notary public in and for the State of Ohio, personally appeared David L. Pemberton, President, and Joan B. Rood, Secretary, who, having first been sworn, deposed and said that they are the President and Secretary, respectively, of Suburban Natural Gas Company, and that they have read the portions of the foregoing document entitled "SECOND AMENDED JOINT PETITION, APPLICATION, AND STIPULATION AND RECOMMENDATION OF COLUMBIA GAS OF OHIO, INC. AND SUBURBAN NATURAL GAS COMPANY," and that the statements set forth therein are true and accurate to the best of their knowledge and belief.

David L. Pemberton
David L. Pemberton, President

Joan B. Rood
Joan B. Rood, Secretary

Sworn to and subscribed in my presence this 6th
day of November, 1995.

David D. Paulsen
Notary Public

DAVID L. PEMBERTON JR.
NOTARY OF PUBLIC - STATE OF OHIO
MY COMMISSION EXPIRES 3-11-97

Edmund Cody
677 Cheshire Road

Kenneth Williamson
725 Cheshire Road

John Schweitzer
751 Cheshire Road

John Hoskinson
821 Cheshire Road

Tanglewood Golf Course
1086 Cheshire Road

Jay Scott
1091 Cheshire Road

Randy Sheline
1159 Cheshire Road

Ralph & Marcene Scott
1310 Cheshire Road

Charles & Marie Fisher
1497 Cheshire Road

Randy Harris
1663 Cheshire Road

Harry Kesterson
1630 Cheshire Road

Michael Stewart
3500 Braumiller Road

Daniel Dickinson
549 Cheshire Road

Robert & Susan Shaw
170 Cheshire Road

Darrin & Brenda Smith
280 Cheshire Road

David & Diana Sarnovsky
420 Cheshire Road

Ron Bishop
445 Cheshire Road

Linda Eber
450 Cheshire Road

Janet Weiser
480 Cheshire Road

Dominic Casbarro
621 Cheshire Road

Robert Wren
1670 Cheshire Road

Kevin Reimenscheider
1720 Cheshire Road

Kyle Barrows
1770 Cheshire Road

Michael McNamara
1725 Cheshire Road

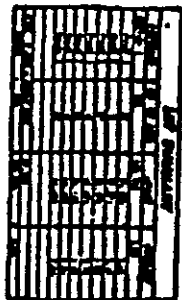
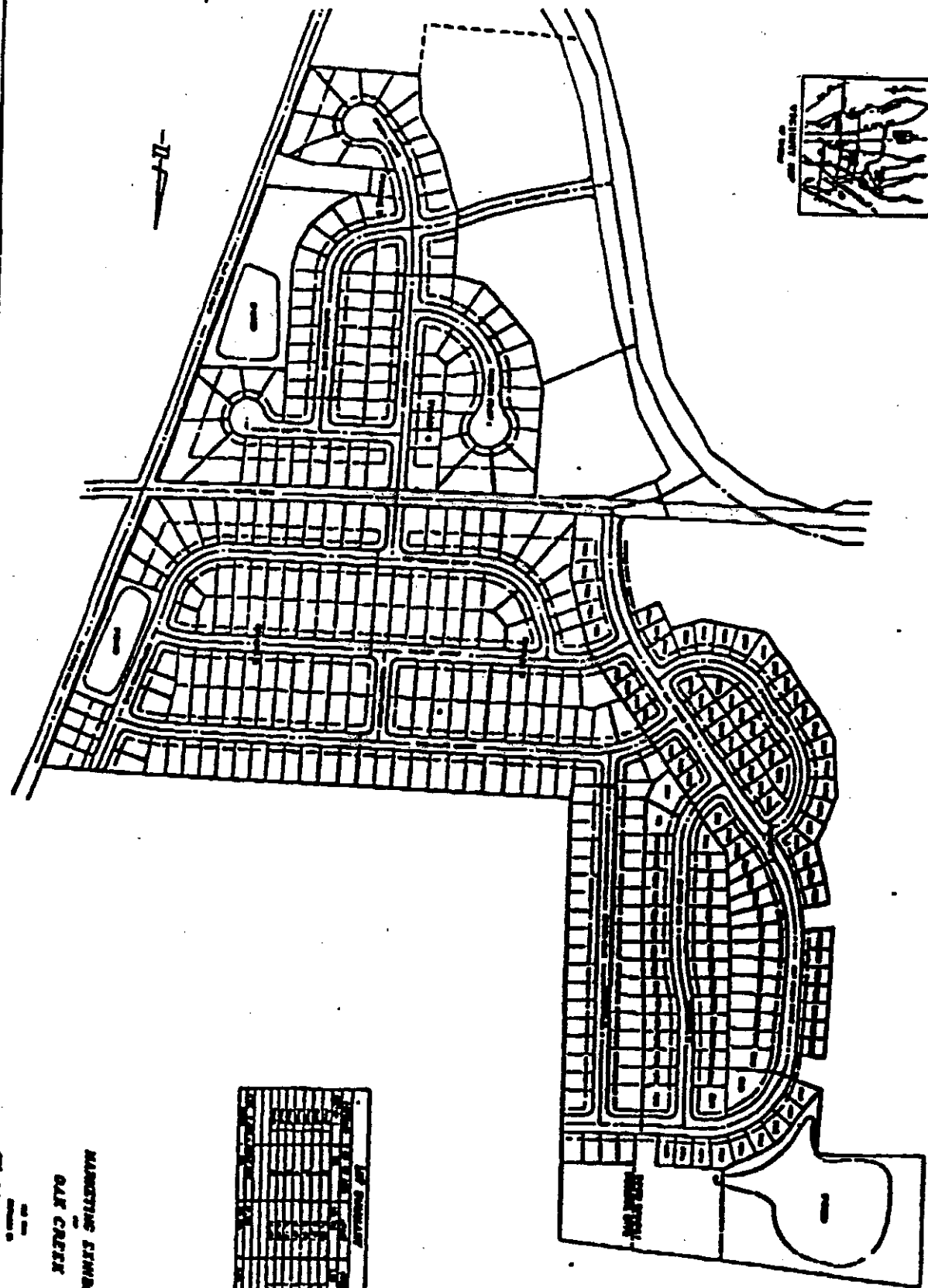
Thomas McNamara
1960 Cheshire Road.

Plantland
6660 Columbus Pike

Roy Chennels, Jr.
6544 Columbus Pike

Ralph & Mary Reid
390 Lewis Center Rd

George Lacher
433 Lewis Center Rd



HANDBOOK
 OAK CREEK
 1960

OPER ACTION
SEARCH CODE

CUST ADDRESS: SANCUS BV WES

	ADDRESS	CITY	NAME	PSID	ACCT	PREM	STAT	STAT
1	8303 SANCUS BV	WES	DAIRY MART #7300	500314475	ACT		ACT	
2	8350 SANCUS BV	WES	R J WHEELS INC	500241464	ACT		ACT	
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PF1-HELP PF2-WORK FUNCTION MENU PF3-QUIT
PF7-BACKWARD PF8-FORWARD PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: BARHARBOR CT LEW

	ADDRESS	CITY	NAME	PSID	ACCT STAT	PREM STAT
1	2701 BARHARBOR CT	LEW	THOMAS M BURKE	500329949	ACT ACT	ACT
2	2706 BARHARBOR CT	LEW	MARY A HESLOP	500329952	ACT ACT	ACT
3	2727 BARHARBOR CT	LEW	MICHAEL W FINAMORE	500274085	ACT ACT	ACT
4	2740 BARHARBOR CT	LEW	JAMES MARTINESON	500326261	ACT ACT	ACT
5	2745 BARHARBOR CT	LEW	BRUCE STYDNICKI	500280449	ACT ACT	ACT
6	2770 BARHARBOR CT	LEW	THOMAS E TOMASTIK	500244043	ACT ACT	ACT
7	2788 BARHARBOR CT	LEW	FRANK LOPANE	500325308	ACT ACT	ACT
8	2803 BARHARBOR CT	LEW	CHRISTIAN ANDERSEN	500303641	ACT ACT	ACT
9	2810 BARHARBOR CT	LEW	WALT MORROW BUILDER	500410422	ACT ACT	ACT
10	2827 BARHARBOR CT	LEW	GREG E GAULT	500243523	ACT ACT	ACT
11	2830 BARHARBOR CT	LEW	GEORGE K LEWICKI	500289404	ACT ACT	ACT
12	2846 BARHARBOR CT	LEW	SCOTT HORNBACK	500239014	ACT ACT	ACT
13	2851 BARHARBOR CT LT1828	LEW	WINDSOR HOMES	500409511		NSL
14	2858 BARHARBOR CT	LEW	JEFF A HOLUB	500223542	ACT ACT	ACT
15	2863 BARHARBOR CT	LEW	MAX M EVANS	500234754	ACT ACT	ACT

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OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: BIG SUR DR LEW

	ADDRESS	CITY	NAME	PSID	ACCT STAT	PREM STAT
1	2682 BIG SUR DR	LEW	MICHELLE K CROUSE	500345626	ACT ACT	
2	2685 BIG SUR DR	LEW	LLOYD R LEWIS	500290419	ACT ACT	
3	2686 BIG SUR DR	LEW	KEVIN DIELS	500317882	ACT ACT	
4	2691 BIG SUR DR	LEW	JANICE N JAVOR	500371211	ACT ACT	
5	2692 BIG SUR DR	LEW	KAREN L BELL	500307108	ACT ACT	
6	2703 BIG SUR DR	LEW	KAY SCHLABIG	500307107	ACT ACT	
7	2708 BIG SUR DR	LEW	PHILIP HORSTMAN	500326262	ACT ACT	
8	2716 BIG SUR DR	LEW	RALPH A BUCKLEY JR	500309709	ACT ACT	
9	2717 BIG SUR DR	LEW	WINDSOR HOMES	500409512	INT ACT	
10	2724 BIG SUR DR	LEW	FRANK D CLAY	500301278	ACT ACT	
11	2733 BIG SUR DR LT1880	LEW	SILVESTRI BUILDERS	500423106		NSL
12	2739 BIG SUR DR LT1879	LEW	STOGRAN BUILDERS, I	500426011		SND
13	2745 BIG SUR DR	LEW	SCOTT A BARAN	500309898	ACT ACT	
14	2746 BIG SUR DR	LEW	GREGG K GREEN	500317881	ACT ACT	
15	2754 BIG SUR DR	LEW	JAMES M HEALY	500314723	ACT ACT	

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SEARCH ROUTINE
CUST ADDRESS: BIG SUR DR LEW

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	2868 BIG SUR DR LT1868	LEW BRANDT BUILDERS, IN	500313772			SND
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SEARCH ROUTINE
CUST ADDRESS: STORM HAVEN CT LEW

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	6156 STORM HAVEN CT LT1806	LEW	ED LYNCH BUILDERS	500223529		SND
2	6171 STORM HAVEN CT	LEW	ENCORE HOMES	500280181	ACT	ACT
3	6180 STORM HAVEN CT	LEW	SALLIE STOUT	500231062	ACT	ACT
4	6205 STORM HAVEN CT	LEW	ALBERT CHURELLA	500292474	ACT	ACT
5	6215 STORM HAVEN CT	LEW	DAVE SHEFLER	500239570	ACT	ACT
6	6221 STORM HAVEN CT	LEW	NICK MYTRO	500240998	ACT	ACT
7	6232 STORM HAVEN CT	LEW	WALLACE O CLARK	500280137	ACT	ACT
8	6233 STORM HAVEN CT	LEW	ALEX CANALES	500258677	ACT	ACT
9	6240 STORM HAVEN CT	LEW	BRANDT BUILDERS	500363119	ACT	ACT

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SEARCH ROUTINE
CUST ADDRESS: SANABEL DR LEW

	ADDRESS	CITY	NAME	PSID	ACCT	STAT	PREM
1	6070 SANABEL DR	LEW	KELLY MEADOWS	500237894	ACT	ACT	
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SEARCH ROUTINE
CUST ADDRESS: ATOLL DR LEW

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	2822 ATOLL DR	LEW	MICHAEL T HARTINGS	500223144	ACT	ACT
2	2844 ATOLL DR	LEW	CYNTHIA A FLANNIGAN	500206267	ACT	ACT
3	2864 ATOLL DR	LEW	BRIAN PIPER	500096019	ACT	ACT
4	2878 ATOLL DR	LEW	KEN A WALLACE	500113260	ACT	ACT
5	2897 ATOLL DR	LEW	J ELAINE DUREN	500096318	ACT	ACT
6	2900 ATOLL DR	LEW	DONALD STRAUB	500073506	ACT	ACT
7	2908 ATOLL DR	LEW	ROBERT S MOOCK	500071481	ACT	ACT
8	2920 ATOLL DR	LEW	MARK CIMINELLO	500073673	ACT	ACT
9	2923 ATOLL DR	LEW	BOB YOUNG	500193739	ACT	ACT
10	2940 ATOLL DR	LEW	TOM CHICKERELLA	500210603	ACT	ACT
11	2947 ATOLL DR	LEW	PATT S BAHN	500107086	ACT	ACT
12	2960 ATOLL DR	LEW	BART SCHMELZER	500073131	ACT	ACT
13	2969 ATOLL DR	LEW	MARK ZIMMER	500249034	ACT	ACT
14	2991 ATOLL DR	LEW	DAVID W JUNK	500225432	ACT	ACT
15	3000 ATOLL DR	LEW	SCOTT C GARVERICK	500108324	ACT	ACT

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SEARCH ROUTINE
CUST ADDRESS: ATOLL DR LEW

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
1	3011 ATOLL DR	LEW	P A NORDQUIST	500213778	ACT	ACT
2	3020 ATOLL DR	LEW	TERRY L HAMMAN	500153589	ACT	ACT
3	3035 ATOLL DR	LEW	JOSEPH R RIGELSKY	500217101	ACT	ACT
4	3040 ATOLL DR	LEW	JAMES ADMONIUS	300723942	ACT	ACT
5	3060 ATOLL DR	LEW	FRED E HAHN	500105063	ACT	ACT
6	3063 ATOLL DR	LEW	JACK D RANDLE	500114726	ACT	ACT
7	3080 ATOLL DR	LEW	THOMAS M SANDERCOCK	500053280	ACT	ACT
8	3100 ATOLL DR	LEW	DOUGLAS D OSBORN	500106715	ACT	ACT

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SEARCH ROUTINE
CUST ADDRESS: WOODBROOK CT LEW

	ADDRESS	CITY	NAME	PSID	ACCT STAT	PREM STAT
1	5977 WOODBROOK CT	LEW	GORDON R LEARISH	500031660	ACT	ACT
2	5977 WOODBROOK CT LT852	LEW	LACASA BLDRS INC	500058601		PNS
3	5988 WOODBROOK CT	LEW	STEVEN P ELLIOTT	300702904	ACT	ACT
4	6000 WOODBROOK CT	LEW	FRED C MAU	300723940	ACT	ACT
5	6007 WOODBROOK CT	LEW	DALLAS C MALCOMSON	300712063	ACT	ACT
6	6021 WOODBROOK CT	LEW	JAMES LEFFLER	300706944	ACT	ACT
7	6041 WOODBROOK CT	LEW	JAMES E MACKEY	300705613	ACT	ACT

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SEARCH ROUTINE

CUST ADDRESS: SHORELINE DR LEW

	ADDRESS	CITY	NAME	PSID	ACCT STAT	PREM STAT
1	2924 SHORELINE DR	LEW	DONALD R WENZLIK	500102026	ACT ACT	
2	2950 SHORELINE DR	LEW	MICHAEL BLANKENSHIP	500206269	ACT ACT	
3	2951 SHORELINE DR	LEW	JOHN HEEG	500213302	ACT ACT	
4	2973 SHORELINE DR	LEW	BENJAMIN A FEULA	500147318	ACT ACT	
5	2976 SHORELINE DR	LEW	PHILLIP BRONSDON	500204388	ACT ACT	
6	2995 SHORELINE DR	LEW	JAMES HALLER	500123112	ACT ACT	
7	3015 SHORELINE DR	LEW	C R ANDERSON	500118340	ACT ACT	
8	3018 SHORELINE DR	LEW	EDWARD HAAS	500186940	ACT ACT	
9	3036 SHORELINE DR	LEW	IRA L HALL	500187827	ACT ACT	
10	3037 SHORELINE DR	LEW	PATRICK M DIAMOND	500102031	ACT ACT	
11	3058 SHORELINE DR	LEW	BISHARA BARANSI	500220206	ACT ACT	
12	3059 SHORELINE DR	LEW	PHILIP STEGMANN	500160085	ACT ACT	
13	3077 SHORELINE DR	LEW	MATTHEW A CHIZMAR	500129175	ACT ACT	
14	3084 SHORELINE DR	LEW	DAVID WHITE	500201533	ACT ACT	
15	3099 SHORELINE DR	LEW	LEWIS D ABAHAZY	500105072	ACT ACT	

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SEARCH ROUTINE

CUST ADDRESS: SHORELINE DR LEW

	ADDRESS	CITY	NAME	PSID	ACCT STAT	PREM STAT
1	3107 SHORELINE DR	LEW	WILLIAM G FESTER	500127092	ACT	ACT
2	3108 SHORELINE DR	LEW	BRYAN LOMBARDI	500102015	ACT	ACT
3	3125 SHORELINE DR	LEW	MILTON J OUTCALT	500060954	ACT	ACT
4	3146 SHORELINE DR	LEW	DAVID P STAGNER	500032810	ACT	ACT
5	3151 SHORELINE DR	LEW	HOWARD SLATER	300702903	ACT	ACT
6	3160 SHORELINE DR	LEW	LEONARD H KAISER	300711234	ACT	ACT
7	3177 SHORELINE DR	LEW	TIMOTHY MOFFATT	300723941	ACT	ACT
8	3180 SHORELINE DR	LEW	NANCY S WALCUTT	300725946	ACT	ACT
9	3196 SHORELINE DR	LEW	JAMES GUNDLING	300723943	ACT	ACT
10	3205 SHORELINE DR	LEW	ROBERT SOUTHERN	500038007	ACT	ACT
11	3220 SHORELINE DR	LEW	EILEEN F HOSTETLER	300712064	ACT	ACT
12	3233 SHORELINE DR	LEW	MICHAEL A PAUL	300704146	ACT	ACT
13	3244 SHORELINE DR	LEW	WILLIAM J SHEPPARD	500048433	ACT	ACT
14	3266 SHORELINE DR	LEW	WILLIAM H BOHRER	300723944	ACT	ACT
15	3290 SHORELINE DR	LEW	DEAN KANNE	500062561	ACT	ACT

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SEARCH ROUTINE
CUST ADDRESS: WATERFORD DR LEW

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
1	2849 WATERFORD DR	LEW	SPERO VASILA	500155524	ACT	ACT
2	2850 WATERFORD DR	LEW	MICHAEL D ALEXANDER	500220188	ACT	ACT
3	2858 WATERFORD DR LT1317	LEW	LACASA BUILDERS	500212605		SND
4	2880 WATERFORD DR	LEW	WAYNE SLEVA	500309699	ACT	ACT
5	2900 WATERFORD DR	LEW	GERALD CULLISON	500148079	ACT	ACT
6	2905 WATERFORD DR	LEW	RAY R BOBBITT	500210604	ACT	ACT
7	2930 WATERFORD DR	LEW	WILLIAM E COLLINS	500148080	ACT	ACT
8	2960 WATERFORD DR	LEW	HOWARD E WELLMAN	500147492	ACT	ACT
9	2965 WATERFORD DR	LEW	KEVIN C SIMPSON	500207159	ACT	ACT
10	2990 WATERFORD DR	LEW	WILLIAM L SMART	500214122	ACT	ACT
11	2995 WATERFORD DR	LEW	GARY J LINK	500210534	ACT	ACT
12	3010 WATERFORD DR	LEW	IRENE BLASZKOWIAK	500169357	ACT	ACT
13	3021 WATERFORD DR	LEW	RICHARD G SEIFFERT	500162054	ACT	ACT
14	3030 WATERFORD DR	LEW	KAREN L JAUNZEMIS	500214989	ACT	ACT
15	3041 WATERFORD DR	LEW	MATTHEW M MURTHA	500278936	ACT	ACT

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SEARCH ROUTINE
CUST ADDRESS: WATERFORD DR LEW

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	3050 WATERFORD DR	LEW	DAN MUSGRAVE	500173936	ACT	ACT
2	3061 WATERFORD DR	LEW	CHRIS M SHAFFER	500244045	ACT	ACT
3	3081 WATERFORD DR	LEW	JOHN WHITE	500244044	ACT	ACT
4	3090 WATERFORD DR	LEW	JAMES M BROWN	500219315	ACT	ACT
5	3105 WATERFORD DR	LEW	DARYL G WEBB	500162055	ACT	ACT
6	3110 WATERFORD DR	LEW	TIMOTHY HAMMOND	500195688	ACT	ACT
7	3130 WATERFORD DR	LEW	MELVIN POST	500172652	ACT	ACT
8	3135 WATERFORD DR	LEW	MARK BIVENOUR	500156689	ACT	ACT
9	3150 WATERFORD DR	LEW	DEBORAH K MOORE	500204984	ACT	ACT
10	3165 WATERFORD DR	LEW	JAMES KANE	500176063	ACT	ACT
11	3170 WATERFORD DR	LEW	EDWARD C GULLA	500172653	ACT	ACT
12	3205 WATERFORD DR	LEW	LEW A BATES	500280183	ACT	ACT
13	3225 WATERFORD DR	LEW	STEVE PALMER	500275529	ACT	ACT
14	3230 WATERFORD DR	LEW	WILLIAM D MARSHALL	500199373	ACT	ACT
15	3240 WATERFORD DR	LEW	MARTIN DEAKINS	500182210	ACT	ACT

PF1-HELP

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SEARCH ROUTINE
CUST ADDRESS: WATERFORD DR LEW

	ADDRESS	CITY	NAME	PSID	ACCT STAT	PREM STAT
1	3245 WATERFORD DR LT1331	LEW	LYNCH BUILDERS	500280185		NSL
2	4829 WATERFORD DR	LEW	SPERO VASILA	500158694		SND
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SEARCH ROUTINE
CUST ADDRESS: SUMMER BV GAL

	ADDRESS	CITY	NAME	PSID	ACCT STAT	PREM STAT
1	5400 SUMMER BV	GAL	TRADITION HOMES	500414929	INT	ACT
2	5440 SUMMER BV LT567	GAL	TRADITION HOMES	500432174		SND
3	5464 SUMMER BV LT569	GAL	DOMINION HOMES	500435065		SND
4	5488 SUMMER BV	GAL	TRADITION HOMES	500406600	ACT	ACT
5	5515 SUMMER BV LT592	GAL	TRADITION HOMES	500386426		SND
6	5521 SUMMER BV	GAL	TRADITION HOMES	500405195	ACT	ACT
7	5530 SUMMER BV LT576	GAL	TRADITION HOMES	500386424		SND
8	5533 SUMMER BV	GAL	TIM S MCCORD	500404008	ACT	ACT
9	5541 SUMMER BV	GAL	TRADITION HOMES	500408531	INT	ACT
10	5543 SUMMER BV LT590	GAL	TRADITION HOMES	500387019		SND

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SEARCH ROUTINE
CUST ADDRESS: CLOVERDALE DR GAL

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	5515 CLOVERDALE DR	GAL	JOHN SAIA	500404009	ACT	ACT
2	5530 CLOVERDALE DR	GAL	WILLIAM CHRISTIAN	500404011	ACT	ACT
3	5538 CLOVERDALE DR	GAL	TRADITION HOMES	500421210		NSL
4	5543 CLOVERDALE DR	GAL	DAVID C FORBES	500404012	ACT	ACT
5	5552 CLOVERDALE DR LT578	GAL	TRADITION HOMES	500432173		SND
6	5558 CLOVERDALE DR LT577	GAL	TRADITION HOMES	500411832		SND
7	5560 CLOVERDALE DR	GAL	TRADITION HOMES	500406601	ACT	ACT
8	5568 CLOVERDALE DR LT580	GAL	TRADITION HOMES	500433011		SND
9	5571 CLOVERDALE DR LT587	GAL	TRADITION HOMES	500430268		SND
10	5574 CLOVERDALE DR LT581	GAL	TRADITION HOMES	500432175		SND
11	5596 CLOVERDALE DR	GAL	SCOTT CLINE	500386422	ACT	ACT

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SEARCH ROUTINE
CUST ADDRESS: STONEY CREEK CT LEW

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
1	3215 STONEY CREEK CT	LEW	GREG DECAMP	500168396	ACT	ACT
2	3220 STONEY CREEK CT	LEW	LEWIS KIBLING	500168402	ACT	ACT
3	3235 STONEY CREEK CT	LEW	TIMOTHY BUCHANAN	500182209	ACT	ACT
4	3240 STONEY CREEK CT	LEW	STEPHEN J BILLS	500224619	ACT	ACT
5	3255 STONEY CREEK CT	LEW	THOMAS D ROBERTS	500128062	ACT	ACT
6	3260 STONEY CREEK CT	LEW	RICHARD LEE	500136949	ACT	ACT
7	3275 STONEY CREEK CT	LEW	KEITH D ROBERTS	500330567	ACT	ACT
8	3280 STONEY CREEK CT	LEW	STEVE LOY	500187421	ACT	ACT

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SEARCH CODE

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SEARCH ROUTINE
CUST ADDRESS: N OLD STATE RD DEL

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	350 N OLD STATE RD	DEL	JAMES MCCONNELL	500363677	ACT	ACT
2	398 N OLD STATE RD	DEL	JAMES MCCONNELL	500192170	ACT	ACT
3	440 N OLD STATE RD	DEL	WILLIAM P BRODERICK	300625332	ACT	ACT
4	501 N OLD STATE RD	DEL	PATRICK MORRIS	500435935		CLU
5	567 N OLD STATE RD	DEL	STEVEN CONKLIN	300291044	ACT	ACT
6	580 N OLD STATE RD	DEL	JOSEPH W POTTER	500159585	ACT	ACT
7	941 N OLD STATE RD	DEL	DON SLAUGHTER	500345698		CLU
8	948 N OLD STATE RD	DEL	DOROTHY WOLFORD	500380121		SND
9	955 N OLD STATE RD	DEL	SUSAN E LIECHTY	300708856	ACT	ACT
10	967 N OLD STATE RD	DEL	LAURA R KLEIN	300291045	ACT	ACT
11	1001 N OLD STATE RD	DEL	ROGER JOHNSON	300638212	ACT	ACT
12	1017 N OLD STATE RD	DEL	PHILLIP VON VILLE	300291047	ACT	ACT
13	1037 N OLD STATE RD	DEL	JOE G BALLARD SR	300291048	ACT	ACT
14	1055 N OLD STATE RD	DEL	JERRY HARDING	500425951		SND
15	1089 N OLD STATE RD	DEL	JERRY HARDING	300291049	ACT	ACT

PF1-HELP
PF7-BACKWARD
PF2-WORK FUNCTION MENU
PF8-FORWARD
PF12-INFO
PF3-QUIT

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: N OLD STATE RD DEL

	ADDRESS	CITY	NAME	PSID	ACCT	STAT	PREM
1	1223 N OLD STATE RD	DEL	JOHN KARSHNER	300291046	ACT	ACT	
2							
3							
4							
5							
6							
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12							
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14							
15							

PF1-HELP PF2-WORK FUNCTION MENU PF3-QUIT
PF7-BACKWARD PF8-FORWARD PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: S OLD STATE RD LEW

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
					STAT	STAT
1	5790 S OLD STATE RD	LEW	JAY DRUMMOND	500125379	ACT	ACT
2	5820 S OLD STATE RD	LEW	WARREN B HARLAMERT	500266566	ACT	ACT
3	5846 S OLD STATE RD	LEW	NANCY G POWELL	300723938	ACT	ACT
4	5937 S OLD STATE RD	LEW	CHARLES DRONSFIELD	500083264	ACT	ACT
5	6042 S OLD STATE RD	LEW	GEORGE DUFFEY	300724507	ACT	ACT
6	6057 S OLD STATE RD	LEW	THOMAS S TRIPPETT	500077076	ACT	ACT
7	6064 S OLD STATE RD	LEW	ARCHIE COMPTON	300706945	ACT	ACT
8	6083 S OLD STATE RD	LEW	KEVIN D WILLIS	300705617	ACT	ACT
9	6301 S OLD STATE RD	LEW	ALUM CREEK ELEMENTA	500394353		SND
10	6393 S OLD STATE RD	LEW	STEVE MOSELEY	500197768	ACT	ACT
11	6411 S OLD STATE RD	LEW	JULIE LEONARD	500197346	ACT	ACT
12	6651 S OLD STATE RD	LEW	JENNIFER SHEETS	500266784	ACT	ACT
13	6725 S OLD STATE RD	LEW	MICHAEL R HARRIS	500119582	ACT	ACT
14	6792 S OLD STATE RD	LEW	MICHAEL TIMMONS	500041464	ACT	ACT
15	6882 S OLD STATE RD	LEW	THOMAS N FLETCHER	300705615	ACT	ACT

PF1-HELP PF2-WORK FUNCTION MENU PF3-QUIT
PF7-BACKWARD PF8-FORWARD PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: S OLD STATE RD LEW

	ADDRESS	CITY	NAME	PSID	ACCT STAT	PREM STAT
1	6976 S OLD STATE RD	LEW	THOMAS E TATTERSON	500077078	ACT	ACT
2	6980 S OLD STATE RD	LEW	DONALD P DILL	300705616	ACT	ACT
3	7040 S OLD STATE RD	LEW	JAMES ADAMS	500077080	ACT	ACT
4	7060 S OLD STATE RD	LEW	STEVEN J MAUCH	500036030	ACT	ACT
5	7080 S OLD STATE RD	LEW	TOM JAMBOSKI	500312101	ACT	ACT
6	7110 S OLD STATE RD	LEW	DENNIS M SUCH	500370921	ACT	ACT
7	7180 S OLD STATE RD	LEW	LEONARD HETER	500213823	ACT	ACT
8	7225 S OLD STATE RD	LEW	JAMES KIRKWOOD	300723937	ACT	ACT
9	7307 S OLD STATE RD	LEW	THE ORANGE TOWNSHIP	300709528	ACT	ACT
10	7307 S OLD STATE RD RR	LEW	ORANGE TWP TRUSTEE	500182868	ACT	ACT
11	8927 S OLD STATE RD	LEW	AL WHARTON	500425016	INT	ACT
12	9181 S OLD STATE RD	LEW	WILLIAM PHILPUT	500430195		SND
13	9235 S OLD STATE RD	LEW	DON CUTTLER	500430196		SND

14

15

PF1-HELP

PF2-WORK FUNCTION MENU

PF3-QUIT

PF7-BACKWARD

PF8-FORWARD

PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: N OLD STATE RD LEW

	ADDRESS	CITY	NAME	PSID	ACCT	PREM
1	4179 N OLD STATE RD	LEW J	MICHAEL SHEETS	300608479	ACT	ACT
2						
3						
4						
5						
6						
7						
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10						
11						
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13						
14						
15						

PF1-HELP PF2-WORK FUNCTION MENU PF3-QUIT
PF7-BACKWARD PF8-FORWARD PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: ORANGE RD DEL

	ADDRESS	CITY	NAME	PSID	ACCT STAT	PREM STAT
1	151 W ORANGE RD	DEL	TERRY CROSS	500173686	ACT	ACT
2	176 W ORANGE RD	DEL	? #	500032227		NSL
3	210 W ORANGE RD	DEL	MANUEL RADCLIFF	500032228	ACT	ACT
4	292 W ORANGE RD	DEL	BRENT A CULVER	500032230	ACT	ACT
5	298 W ORANGE RD	DEL	SCOTT MALENKY	500032232	ACT	ACT
6	377 W ORANGE RD	DEL	JOHN COUGHLIN	500327000	ACT	ACT
7	588 W ORANGE RD	DEL	STAN ROBINETT	500076297	ACT	ACT
8	720 W ORANGE RD	DEL	DANIEL SPOHN	500330388	ACT	ACT
9	730 W ORANGE RD	DEL	BRUCE LANGHIRT	500060294	ACT	ACT
10	777 W ORANGE RD	DEL	GRACE DUNLEVY	500213230	ACT	ACT
11	782 W ORANGE RD	DEL	NAOMI DEMPSEY	500060295	ACT	ACT
12	782 W ORANGE RD	DEL	? ?	500061180		NSL
13	860 W ORANGE RD	DEL	RICHARD SCHROCK	500326255	ACT	ACT
14	7950 W ORANGE RD	DEL	DONALD SMOTHERS	500062005		NSL
15						

PF1-HELP

PF2-WORK FUNCTION MENU

PF3-QUIT

PF7-BACKWARD

PF8-FORWARD

PF12-INFO

OPER ACTION ==>
SEARCH CODE

DISR

SEARCH ROUTINE
CUST ADDRESS: ORANGE RD LEW

ADDRESS	CITY	NAME	PSID	ACCT STAT	PREM STAT
1 ORANGE RD	LEW	VILLAGE OF OAK CREE	500385281		CLU
2 100 E ORANGE RD	LEW	WORTHINGTON COMMUNI	300625845	ACT	ACT
3 136 E ORANGE RD	LEW	FRED ALBRIGHT	500083621		PNS
4 136 E ORANGE RD	LEW	THE FINISHING TOUCH	500091162	ACT	ACT
5 350 E ORANGE RD	LEW	MARY ENGLISH	300657891	ACT	ACT
6 1266 E ORANGE RD	LEW	ELSIE HOLCOMB	300706072	ACT	ACT
7 1326 E ORANGE RD	LEW	JOHN HUMPHRIES	300725945	ACT	ACT
8 1372 E ORANGE RD	LEW	KEVIN R MCCLURE	300705614	ACT	ACT
9 1400 E ORANGE RD	LEW	PAMELA S CHAFFIN	500220240	ACT	ACT
10 1530 E ORANGE RD	LEW	BRIAN J FARRELL	500263194	ACT	ACT
11 1675 E ORANGE RD	LEW	RONALD M GRAHAM	300705618	ACT	ACT
12 1680 E ORANGE RD	LEW	GAIL W HOLDERMAN	500034291	ACT	ACT
13 1755 E ORANGE RD	LEW	CAROL WILKINS	500079204		NSL
14 1870 E ORANGE RD	LEW	MICHAEL A CHIPPERFI	300727291	ACT	ACT
15 2001 E ORANGE RD	LEW	KENT HASTINGS	500276929	ACT	ACT

PF1-HELP PF2-WORK FUNCTION MENU PF3-QUIT
PF7-BACKWARD PF8-FORWARD PF12-INFO

RELOCABLE LINE RELOCATION AGREEMENT

AGREEMENT made this _____ day of _____, 19____, by and between COLUMBIA GAS OF OHIO, INC., hereinafter called "Columbia", an Ohio corporation with a mailing address of P.O. Box 117, Columbus, Ohio 43216, and N.P. LIMITED PARTNERSHIP, hereinafter called "N.P. LIMITED", an Ohio Limited Partnership with a mailing address of 1075 Polaris Parkway, Columbus, Ohio 43240-2003.

WHEREAS, N.P. Limited has requested that Columbia relocate a portion of its existing gas distribution pipeline currently located on Lazelle Road in Columbus, Ohio to enhance the development of the POLARIS Centers of Commerce; and

WHEREAS Columbia has agreed to relocate said distribution pipeline;

NOW THEREFORE, in consideration of the mutual covenants and covenants contained herein, Columbia and N.P. Limited mutually covenant and agree as follows:

1. Columbia will relocate a portion of its existing gas distribution pipeline on Lazelle Road in the vicinity of the POLARIS Centers of Commerce development to enable N.P. Limited to develop the POLARIS Centers of Commerce. The relocation will be done in accordance with the work orders attached hereto as Attachment A and further identified as Job Order Number 92-013-7343-00 and Job Order Number 92-013-7344-00. All construction will be done in accordance with Columbia's usual and customary pipeline construction practices.

2. In consideration for the relocation of a portion of Columbia's existing distribution pipeline, N.P. Limited will pay Columbia Refundable Relocation Expense Deposit in the amount of Twenty-Two Thousand, Five Hundred Seventy-Three Dollars (\$22,573.00). The Relocation Expense Deposit shall be subject to the refund provisions of Paragraph 5 of this Agreement.

3. N.P. Limited has provided Columbia, at no cost to Columbia, a right-of-way satisfactory to Columbia and adequate for Columbia to install and maintain pipeline along the length of Sarcus Boulevard, which is located within the POLARIS Centers of Commerce development.

4. All relocated pipeline facilities and appurtenant equipment and any facilities installed on Sarcus Boulevard shall be and will remain the property of Columbia, and Columbia reserves the right to provide taps and to make additional or lateral extensions from such facilities without right of refund to N.P. Limited, except as provided in Paragraph 5 hereof.

5. N.P. Limited shall be entitled to a refund of its Refundable Relocation Expense Deposit, based upon the number of commercial accounts which locate within the POLARIS Centers of Commerce development on the west side of Interstate 71 and which take natural gas service from Columbia. For each such commercial account, N.P. Limited shall be entitled to a refund equal to the

difference between the Maximum Allowable Investment which Columbia calculates it can economically invest to serve such commercial account less the Minimum Plant Investment which Columbia calculates it must make to serve such account. These calculations shall be done in accordance with Columbia's usual and customary commercial account economic evaluation practices. The resulting amount shall be the per-customer refund which shall be paid to N.P. Limited on a quarterly basis following the placement of individual meters at said commercial account.

On a quarterly basis, Columbia shall calculate the number of gas meters installed within that same quarterly period to serve new commercial accounts located in that portion of the RIZARDS Centers of Commerce development which is west of Interstate 71 and within ninety (90) days of completing that calculation, Columbia shall issue a refund payment to N.P. Limited, calculated in accordance with this Paragraph 5.

The total amount refunded to N.P. Limited over the term of this Agreement shall not exceed the total Refundable Relocation Expense Deposit made by N.P. Limited, and refunds will only be made based upon meters set on or before November 7, 1977. Columbia shall retain any portion of the Refundable Relocation Expense Deposit which has not been refunded to N.P. Limited pursuant to the terms of this Agreement.

6. Notice and payments required or contemplated under this Agreement should be made in the following manner:

(a) To Columbia.

Payments and Notice to:

Columbia Gas of Ohio, Inc.
942 West Goodale Boulevard
Columbus, OH 43213

(b) To N.F. Limited.

N.F. Limited Partnership
1075 Polaris Parkway
Columbus, OH 43260-2602

Attn: Robert C. Echels

7. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized agents, executed this Agreement as of the date and year first written above.

COLUMBIA GAS OF OHIO, INC.

By: _____

Its: _____

Attest: _____

N.F. LIMITED PARTNERSHIP

By: Carl F. Kelle

Its: General Partner

Attest: Lisa A. McKinley

Columbia Gas of Ohio, Inc.

Proposed Tariff Language

SECTION III - PHYSICAL PROPERTY

23.

* * *

(b) Customer Service Line

The customer service line consists of the pipe from the outlet of the curb cock to and including the meter connection. The customer shall own and maintain the customer service line. The Company shall have the right to prescribe the size, location and termination points of the customer's service line. The Company shall have no obligation to install, maintain or repair said customer service line.

28. House Piping. The customer shall own and maintain the house piping from the outlet of the meter to gas burning appliances. The Company shall have no obligation to install, maintain or repair said piping.

29. Appliances. The customer shall own and maintain all gas-burning appliances. The Company shall have no obligation to install, maintain, or repair appliances.

SECTION III - PHYSICAL PROPERTY

23. **Service Lines.** The general term "service pipe" or "service line" is commonly used to designate the complete line or connection from the Company main up to and including the meter connection. It consists of two distinct parts, (a) the service line connection, and (b) the customer service line.

(a) **Service Line Connection**

The service line connection consists of the connection at the main, necessary pipe and appurtenances to extend to the property line or the curb cock location, curb cock, and curb box. This connection shall be made by the Company, or its representative, without cost to the customer and it remains the property of the Company.

(b) **Customer Service Line**

The customer service line consists of the pipe from the outlet of the curb cock to and including the meter connection. The customer shall own and maintain the customer service line. The Company shall have the right to prescribe the size, location, and termination points of the customer's service line. The Company shall have no obligation to install, maintain, or repair said customer service line.

24. **Meter Furnished.** The Company will furnish each customer with a meter of such size and type as the Company may determine will adequately serve the customer's requirements and such meter shall be and remain the property of the Company and the Company shall have the right to replace it as the Company deems necessary.
25. **Meter Location.** The Company shall determine the location of the meter. When changes in a building or arrangements therein render the meter inaccessible or exposed to hazards, the Company may require the customer, at the customer's expense, to relocate the meter setting together with any portion of the customer's service line necessary to accomplish such relocation.
26. **Only Company Can Connect Meter.** The owner or customer shall not permit anyone who is not an authorized agent of the Company to connect or disconnect the Company's meters, regulators, or gauges or in any way alter or interfere with the Company's meters, regulators, or gauges.
27. **House Piping.** The customer shall own and maintain the house piping from the outlet of the meter to gas-burning appliances. The Company shall have no obligation to install, maintain, or repair said piping.
28. **Appliances.** The customer shall own and maintain all gas-burning appliances. The Company shall have no obligation to install, maintain, or repair appliances.
29. **Standards for Customer's Property.** The customer's service line, house lines, fittings, valve connections, and appliance venting shall be installed with materials and

workmanship which meet the reasonable requirements of the Company and shall be subject to inspection or test by the Company. The Company shall have no obligation to establish service until after such inspection and test demonstrate compliance with such requirements of the Company with respect to the facilities in place at the time of the test.

The first inspection or test at any premises, including both service lines and house lines, shall be without charge. In the case of leak, error, patent defect, or other unsatisfactory condition resulting in the disapproval of the line by the Company, the necessary correction shall be made at the customer's expense and then the lines will be inspected and tested again by the Company. Each additional inspection and test, when required after correction, shall be subject to a charge covering the cost thereof.

30. Discontinuance of Supply on Notice of Defect in Customer's Property. If the customer's service line, other gas lines, fittings, valves, connections, gas appliances, or equipment on a customer's premises are defective or in such condition as to constitute a hazard, the Company, upon notice to it of such defect or condition, may discontinue the supply of gas to such appliances or equipment or to such service line or such other gas lines until such defect or condition has been rectified by the customer, in compliance with the reasonable requirements of the Company.

31. No Responsibility for Material or Workmanship. The Company is not responsible for maintenance of, or any imperfect material or defective or faulty workmanship in the customer's service line, house lines, fittings, valve connections, equipment, or appliances and is not

RELEASE AND COVENANT NOT TO SUE

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN,
KNOW THAT COLUMBIA GAS OF OHIO, INC., 200 Civic Center Drive, Columbus, Ohio, on behalf of itself and its controlled affiliates, divisions, members, officers, directors, shareholders, agents, and attorneys (and the respective predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing) (herein separately and collectively, the "Releasor"), in consideration of good and valuable consideration received from SUBURBAN NATURAL GAS COMPANY, 274 East Front Street, Cygnet, Ohio ("Suburban"), the receipt and sufficiency of which is hereby acknowledged, hereby releases and forever discharges Suburban and its controlled affiliates, divisions, members, officers, directors, shareholders, agents, and attorneys (and the respective predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing) (herein separately and collectively, the "Releasee") from any and all claims, causes of action and suits, obligations, or liabilities of any nature whatsoever, in law or in equity, costs, expenses, or compensation for or on account of any damages, loss, or injury, whether now known or unknown, which the Releasor ever had or now has from the beginning of the world to the execution date of this Release.

Releasor further covenants and agrees that it will forever refrain from instituting, reinstating, or prosecuting any action or proceeding against Releasee upon any claims, causes of action and suits, obligations, or liabilities of any nature whatsoever, in law or equity, costs, expenses, or compensation for any damages, loss, or injury, whether or not now or hereafter known, suspected, or claimed which Releasor ever hereafter can, shall, or may have or allege against Releasee constituting, relating to, or based on (1) Columbia's Buckeye Builder program, the Scarlet Builder program, the Gray Builder program, the High Volume Single Family Builder program, the Mark of Efficiency program, or any program substantially similar to such programs offered by Releasee, and (2) the direct or indirect payments for customer service lines, house piping, and appliances (collectively, the "Settled Claims") forevermore after the date of this Release, except any claims that might be asserted against Releasee in common law tort (other than a claim alleging unfair competition, which does not include interference with contractual relations or prospective business relations).

Releasor represents and warrants that it has duly considered, approved, and authorized the Second Amended Joint Petition, Application, and Stipulation and Recommendation of Columbia Gas of Ohio, Inc. and Suburban Natural Gas Company dated _____, 1995 (the

"Agreement") and this Release and Covenant Not to Sue, has taken all necessary actions for the Agreement and this Release and Covenant Not to Sue to be valid and binding and warrants that the execution of the Agreement and this Release and Covenant Not to Sue by the undersigned signatories on behalf of Columbia Gas of Ohio, Inc. binds and commits Columbia Gas of Ohio, Inc. and its controlled affiliates, divisions, officers, directors, employees, agents, and attorneys (and the predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing).

Releasor represents and warrants that Releasor has not sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand, or cause of action of any party thereof relating to any matter covered by this Release and Covenant Not to Sue and agrees to indemnify Releasee against any and all claims by third persons resulting from such sale, assignment, transfer, conveyance, or other disposition.

Nothing in this Release and Covenant Not to Sue affects or otherwise alters any liability of any party for any breach of the Agreement.

This Release and Covenant Not to Sue shall not be altered or modified in any way except by written consent of authorized representatives of Releasor and Releasee.

In the event that the Public Utilities Commission of Ohio fails to approve the Agreement or any part thereof,

4

this Release and Covenant Not to Sue shall be null and void.

This Release and Covenant Not to Sue shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, Releasor has caused this Release and Covenant Not to Sue to be executed by its duly authorized officers as of _____, 1995.

COLUMBIA GAS OF OHIO, INC.

By: _____

RELEASE AND COVENANT NOT TO SUE

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN, KNOW THAT SUBURBAN NATURAL GAS COMPANY, 274 East Front Street, Cygnet, Ohio, on behalf of itself and its controlled affiliates, divisions, members, officers, directors, shareholders, agents, and attorneys (and the respective predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing) (herein separately and collectively, the "Releasor"), in consideration of good and valuable consideration received from COLUMBIA GAS OF OHIO, INC., 200 Civic Center Drive, Columbus, Ohio ("Columbia"), the receipt and sufficiency of which is hereby acknowledged, hereby releases and forever discharges Columbia and its controlled affiliates, divisions, members, officers, directors, shareholders, agents, and attorneys (and the respective predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing) except Columbia Gas Transmission Corporation (herein separately and collectively, the "Releasee") from any and all claims, causes of action and suits, obligations, or liabilities of any nature whatsoever, in law or in equity, costs, expenses, or compensation for or on account of any damages, loss, or injury, whether now known or unknown, which the Releasor ever had or now has from the beginning of the world to the execution date of this Release constituting, relating to, or based on (1) the Buckeye Builder program, the Scarlet Builder program, the Gray Builder program,

the High Volume Single Family Builder program, the Mark of Efficiency program, or any program substantially similar to such programs offered by Releasee, and (2) the direct or indirect payments for customer service lines, house piping, and appliances (collectively, the "Settled Claims") .

Releasor further covenants and agrees that it will forever refrain from instituting, reinstating, or prosecuting any action or proceeding against Releasee upon any claims, causes of action and suits, obligations, or liabilities of any nature whatsoever, in law or equity, costs, expenses, or compensation for any damages, loss, or injury, whether or not now or hereafter known, suspected, or claimed which Releasor ever hereafter can, shall, or may have or allege against Releasee constituting, relating to, or based on (1) the Buckeye Builder program, the Scarlet Builder program, the Gray Builder program, the High Volume Single Family Builder program, the Mark of Efficiency program, or any program substantially similar to such programs offered by Releasee, and (2) the direct or indirect payments for customer service lines, house piping, and appliances (collectively, the "Settled Claims") forevermore after the date of this Release, except any claims that might be asserted against Releasee in common law tort (other than a claim alleging unfair competition, which does not include interference with contractual relations or prospective business relations).

This Release and Covenant Not to Sue shall not be asserted as a defense to or bar against any claim, cause of action, or suit by Releasor against Releasee involving activities after the

date of this Release and Covenant Not to Sue and within the area of Delaware County bounded by U.S. Route 23 on the west, Lazelle Road on the south, Alum Creek Reservoir and Interstate 71 on the east, and U.S. Route 36 and State Route 37 on the north.

Releasor represents and warrants that it has duly considered, approved, and authorized the Second Amended Joint Petition, Application, and Stipulation and Recommendation of Columbia Gas of Ohio, Inc. and Suburban Natural Gas Company dated _____, 1995 (the "Agreement") and this Release and Covenant Not to Sue, has taken all necessary actions for the Agreement and this Release and Covenant Not to Sue to be valid and binding and warrants that the execution of the Agreement and this Release and Covenant Not to Sue by the undersigned signatories on behalf of Suburban Natural Gas Company binds and commits Suburban Natural Gas Company and its controlled affiliates, divisions, officers, directors, employees, agents, and attorneys (and the predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing).

Releasor represents and warrants that Releasor has not sold, assigned, transferred, conveyed, or otherwise disposed of any claim, demand, or cause of action of any party thereof relating to any matter covered by this Release and Covenant Not to Sue and agrees to indemnify Releasee against any and all claims by third persons resulting from such sale, assignment, transfer,

conveyance, or other disposition.

Nothing in this Release and Covenant Not to Sue affects or otherwise alters any liability of any party for any breach of the Agreement.

This Release and Covenant Not to Sue shall not be altered or modified in any way except by written consent of authorized representatives of Releasor and Releasee.

In the event that the Public Utilities Commission of Ohio fails to approve the Agreement or any part thereof, this Release and Covenant Not to Sue shall be null and void. This Release and Covenant Not to Sue shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, Releasor has caused this Release and Covenant Not to Sue to be executed by its duly authorized officers as of _____, 1995.

SUBURBAN NATURAL GAS COMPANY

By: _____
David L. Pemberton, President



Exhibit B



GRAPHIC SCALE
300 150 0 300
1 inch = 300 ft.

CHANGE ORDER SCHEDULE	
NO.	DATE

Utility Technologies Int.
Corporation
Total Capabilities in the Pipeline Industry
4700 Homer Ohio Lane
Groveport, OH 43125
F: 614-482-8070
www.uti-corp.com

**SUBURBAN NATURAL GAS
COLUMBIA GAS OF OHIO PLANNED
FACILITIES**
DELAWARE COUNTY, OH
PIPELINE EXHIBIT

PRE
(PRELIMINARY ONLY)

DESIGN	DRAFT	CHECK
KDG	KDG	CPL
UT/PROJECT #1	DATE	10/17/2017
SCALE:	HORIZONTAL:	1" = 300'
	VERTICAL:	1" = N/A
DRAWING #1		
SHEET #1		1/4

P:\Columbiana\Suburban\Suburban_Natural_Gas_of_Ohio_Plan_Facilities\Exhibit_B\10172017_Preliminary.dwg - 10/17/2017 10:00 AM - C:\Users\jgarcia\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.IE5\B7Q2K2Y7\10172017_Preliminary.dwg

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

10/20/2017 3:48:32 PM

in

Case No(s). 17-2168-GA-CSS

Summary: Text In the Matter of the Complaint of Suburban Natural Gas Company against Columbia Gas of Ohio, Inc. and Request for Emergency Relief electronically filed by Ms. Rebekah J. Glover on behalf of Suburban Natural Gas Company