

LARGE FILING SEPERATOR SHEET

CASE NUMBER: 07-478-GA.unc

FILE DATE: 11-13-07

SECTION: Log 2

NUMBER OF PAGES: ~~98~~⁷⁸ 101

DESCRIPTION OF DOCUMENT: Transcript
and Exh.

CROSS-EXAMINATION

By Mr. Creekmur:

Q. Good afternoon.

A. Good afternoon.

Q. Mr. Riley, do you recall your response on behalf of USP, meaning Utility Service Partners, to Columbia's First Set of Interrogatories and Request for Production of Documents?

A. USP's response?

Q. Yes, sir.

A. I remember responding, yes.

Q. And more specifically do you remember signing the affidavit attached to that response on behalf of USP stating that your answers were accurate to the best of your knowledge?

A. Yes.

Q. Thank you, Mr. Riley.

MR. CREEKMUR: Your Honor, may I approach the witness?

ATTORNEY EXAMINER KINGERY: You may.

MR. CREEKMUR: Your Honor, Columbia would move to submit as Columbia Exhibit No. 4 the USP Responses to Interrogatories and Request for Production of Columbia Gas of Ohio.

1 ATTORNEY EXAMINER KINGERY: It will be so
2 marked.

3 (EXHIBIT MARKED FOR IDENTIFICATION.)

4 Q. Mr. Riley, the document, it is a multiple
5 page document that I've handed you today. Do you
6 recognize that to be the same Utility Service
7 Partners' response to Columbia's request for
8 production of documents and interrogatories that I
9 previously inquired about?

10 A. It looks the same, yes.

11 Q. Thank you, sir. Mr. Riley, isn't it true
12 that USP, as Utility Service Partners, offers in-home
13 line warranties?

14 A. In home?

15 Q. Yes, sir, in-home water line warranties.

16 A. Yes.

17 Q. Isn't it true that USP offers in-home
18 sewer warranties?

19 A. We do, yes.

20 Q. Isn't it true that USP also offers
21 in-home gas line warranties?

22 A. Yes.

23 Q. Isn't it true that USP offers in-home
24 electric line warranties?

1 A. Yes.

2 Q. Isn't it true that USP offers external
3 sewer warranties?

4 A. Yes.

5 Q. Isn't it also true that USP offers
6 external water line warranties?

7 A. Yes.

8 Q. Is there any other type of insurance
9 coverage or warranties that USP offers other than
10 those previously mentioned?

11 A. We offer a landscape service as part of
12 our package as well.

13 Q. Could you explain that briefly?

14 A. Sure. For an added fee the customer --
15 we do basic site restoration, which means we will
16 backfill, seed, and mulch the property. A lot of
17 times customers will have other plants they will want
18 included as part of the restoration process, and for
19 an additional fee, we will include those plants.

20 Q. Isn't it true, Mr. Riley, USP has
21 circulated at least nine different letters to its
22 current customers in Ohio, it automatically
23 transferred current customers with external gas line
24 warranties to insurance coverage on home water lines,

1 in-home sewer lines, and in-home gas lines?

2 A. Yes.

3 Q. Isn't it true, Mr. Riley, that USP has
4 proposed under these letters that it will
5 automatically transfer those coverages unless this
6 customer specifically calls USP and requests the
7 coverage be canceled?

8 MR. PETRICOFF: Your Honor, I want to
9 object. This is on the basis of relevance. What USP
10 is offering in the way of landscaping, electrical,
11 warranties, or whatever, and I might add we haven't
12 noted what state we're in, has nothing to do with the
13 application and the matter at bar.

14 MR. CREEKMUR: Your Honor, USP has made
15 several claims it is going out of business should the
16 IRP be approved. I think it's certainly pertinent to
17 the record as to the other types of business it
18 engages in and the extent of those businesses.

19 ATTORNEY EXAMINER KINGERY: I'll allow a
20 little latitude but let's not go too far.

21 MR. CREEKMUR: Thank you, your Honor.

22 Q. (By Mr. Creekmur) Mr. Riley, isn't it
23 true that USP has submitted a request for information
24 as requested by Columbia under the application that

1 we're discussing today?

2 A. I'm sorry, I don't understand your
3 question.

4 Q. Are you familiar with the request for
5 information that Columbia has distributed to USP?

6 A. With respect to the risers?

7 Q. Yes, sir.

8 A. Yes, I am.

9 Q. And isn't it true that USP has responded
10 to that request for information to Columbia?

11 A. Yes.

12 Q. And am I fair to assume, Mr. Riley, that
13 USP by submitting this request for information is
14 interested in and would like to contract with
15 Columbia to replace risers should the IRP be
16 approved?

17 A. We're interested in learning more about
18 the program as a potential participant.

19 Q. And if Columbia deems to outsource
20 customer service line repair under the IRP as well,
21 would USP be interested in contracting with Columbia
22 for that service as well?

23 A. We'd have to know more about that. I
24 can't answer that question today.

1 Q. How many states does USP operate in?

2 A. Seven.

3 Q. And which states are those, please?

4 A. Ohio, Pennsylvania, Kentucky, West
5 Virginia, South Carolina, Georgia, and Michigan.

6 Q. Can you estimate how many service line
7 warranty contracts USP has in the aggregate of those
8 states?

9 A. I can.

10 Q. What would that number be, sir?

11 MR. PETRICOFF: Your Honor, I want to
12 object once again on relevance. I think we probably
13 have run the gamut here. If we are going to get into
14 the particulars of their business, we are bordering
15 on proprietary information, we probably want to have
16 under seal if we talk about how many contracts and
17 price and those matters. Once again, I don't think
18 we should go there because I don't think it's
19 relevant. If it is deemed relevant, I think we
20 should go into a sealed proceeding.

21 MR. CREEKMUR: Columbia would agree to
22 keep that information confidential but this goes to
23 claims USP has made in terms of Columbia assuming
24 ownership of both risers and customer service lines.

1 MR. PETRICOFF: Once again, your Honor,
2 the number of contracts in Georgia couldn't have
3 anything possibly relevant.

4 MR. CREEKMUR: Except putting them out of
5 business.

6 ATTORNEY EXAMINER KINGERY: I think you
7 already established they have business elsewhere, so
8 I will sustain the objection.

9 Q. Am I then correct, Mr. Riley, considering
10 the previous questions I've asked, you still contend
11 that USP may go out of business should the IRP be
12 approved?

13 A. Yes.

14 Q. Mr. Riley, you do have a copy of your
15 testimony in front of you; is that correct?

16 A. I do.

17 Q. If I could direct your attention, please,
18 to page 5, lines 12 and 13.

19 ATTORNEY EXAMINER KINGERY: Let's go off
20 the record for a second.

21 (Discussion off the record.)

22 ATTORNEY EXAMINER KINGERY: Back on the
23 record.

24 Q. (By Mr. Creekmur) Mr. Riley, to make sure

1 you found your place, page 5, lines 12 and 13.

2 A. Yes.

3 Q. You testify "The majority of USP's gas
4 line repairs are completed within 24 hours from the
5 time of the initial leak report to repair or
6 replacement"; is that correct?

7 A. Yes, it is.

8 Q. Can you please define majority?

9 A. In excess of 50 percent.

10 Q. Mr. Riley, this is a valid statement for
11 the 2007 calendar year; is that correct?

12 A. It is.

13 Q. Mr. Riley, if I could direct your
14 attention to Columbia Exhibit 4, which are the
15 interrogatories I recently gave you. Interrogatory
16 No. 31, which can be found beginning on page 20 and
17 ending on page 21, if you will specifically turn your
18 attention to the third line on page 21, beginning
19 with "64 percent," isn't it true, Mr. Riley, USP has
20 answered that 64 percent of all gas line claims in
21 Ohio from January 1, 2007, to September 30, 2007,
22 were only repaired within two days or 48 hours of the
23 report of the service leak?

24 A. Yes, that's correct.

1 Q. And isn't it also true, referring to the
2 next line down -- excuse me, two lines down from
3 that, USP has also answered that 81 percent were
4 completed within five days or 120 hours of report of
5 the service leak?

6 A. Yes, that's correct.

7 Q. Mr. Riley, I would like to redirect your
8 attention to your testimony page 5, lines 13 through
9 16. Isn't it true you state "Columbia proposes"
10 under the IRP "to restore gas service within"
11 72 hours "in the non-heating season and within 24
12 hours during the heating season"?

13 A. Yes.

14 Q. Mr. Riley, isn't it true that 24 hours is
15 less than 120 hours?

16 A. It is.

17 Q. Isn't it also true that 72 hours is less
18 than 120 hours?

19 A. It is.

20 Q. Thank you. Mr. Riley, I'd like to turn
21 your attention to your testimony on page 7, lines
22 10 and 11, please. Isn't it true, Mr. Riley, on
23 page 7, lines 10 and 11 of your testimony, you state
24 that "customers would suffer" if the Commission

1 approves Columbia's IRP?

2 A. Yes.

3 Q. Mr. Riley, if you would please turn to
4 page 8, line 10 of that same testimony, isn't it true
5 you also state: "Columbia's" IRP "plan does not
6 present any new benefit for Ohio consumers"?

7 A. Yes.

8 Q. Mr. Riley, without prying into your
9 personal life, and I certainly don't mean to do so,
10 do you have any children?

11 MR. PETRICOFF: Objection, your Honor,
12 relevance.

13 MR. CREEKMUR: Your Honor, this goes to
14 public safety. I would certainly make a point
15 momentarily.

16 ATTORNEY EXAMINER KINGERY: I think you
17 can make this point without asking the witness
18 whether he has children.

19 MR. CREEKMUR: Yes, your Honor.

20 Q. Mr. Riley, I would like you to assume you
21 have a child and that child rents an apartment,
22 whether that be in the age of college student or
23 older, however, but they rent an apartment. As a
24 parent, can I assume you would be -- you would want

1 absolutely safety for your children at all times
2 under that hypothetical?

3 MR. PETRICOFF: Once, again, just note
4 the objection on relevance.

5 ATTORNEY EXAMINER KINGERY: This question
6 I'll allow.

7 MR. CREEKMUR: Thank you.

8 A. Yes.

9 Q. So tell me then, Mr. Riley, if your child
10 under this hypothetical were to rent an apartment,
11 would you prefer your child pay a nominal monthly
12 fee, for the sake of the argument we'll assume 50
13 cents a month hour or \$6 a year, would you rather
14 your child pay that nominal fee and have the peace of
15 mind that customer service lines and risers are
16 covered by Columbia without exception, or would you
17 rather leave the choice of the repair and replacement
18 of that customer service line and riser to the
19 discretion of the landlord who rents that apartment
20 to your child?

21 A. What service territory are we in?

22 Q. You would be in Ohio, in Columbia's
23 service territory. You can assume for all questions
24 I ask you it would be Columbia's service territory.

1 A. See, as things exist today, I really --
2 if it was my child, I really wouldn't have a concern
3 either way.

4 Q. You would prefer to leave then this
5 safety of child then --

6 A. I didn't say that. I said I wouldn't
7 have a preference either way.

8 Q. Thank you. Mr. Riley, is it a fair
9 statement that the majority of service line leaks are
10 caused by corrosion or metal fatigue?

11 A. That is my understanding, yes.

12 Q. Is it a fair assumption that steel
13 customer service lines have a greater chance to leak
14 than plastic customer service lines given the nature
15 of those materials?

16 A. Over time, that's correct.

17 Q. Does USP distinguish in its
18 advertisements to its customers between plastic
19 service coverage and steel line service coverage in
20 the Columbia territory?

21 A. We don't.

22 Q. Do customers pay different amounts
23 because of the different types of service lines,
24 plastic or steel?

1 A. They do not.

2 Q. Mr. Riley, do all customers have the same
3 length of a customer service line?

4 A. They do not.

5 Q. So it's fair to assume that some are
6 longer and some are smaller than others.

7 A. Yes.

8 MS. HAMMERSTEIN: Could I have the
9 question and response read, please.

10 (Question and answer read.)

11 ATTORNEY EXAMINER KINGERY: By smaller
12 you meant shorter?

13 MR. CREEKMUR: Yes, your Honor, varying
14 in length, shorter or longer.

15 ATTORNEY EXAMINER KINGERY: Thank you.

16 Q. Does USP charge a different amount for
17 those services that are longer?

18 A. No.

19 Q. Does USP charge a different amount for
20 the services lines that are shorter?

21 A. No.

22 Q. Does a customer pay less if they never
23 experience a leak that needs repaired?

24 A. No.

1 Q. Does a customer pay a greater amount if
2 they experience several leaks that need repair?

3 A. No.

4 Q. So, Mr. Riley, let's assume on a
5 hypothetical that you and I are neighbors. My
6 service line, my customer service line, is 100 feet
7 long, and yours is 300 feet long. You have a steel
8 customer service line, and I have a plastic customer
9 service line. You are in need of multiple repairs
10 over the course of a year, and I do not need any
11 repairs. Do we still pay the same amount, correct?

12 A. That's correct.

13 Q. Mr. Riley, you must agree then that
14 Columbia's proposal to socialize the expenses
15 associated with the IRP is appropriate?

16 A. No, I do not.

17 Q. Mr. Riley, do you engage in civic or
18 philanthropic events?

19 MR. PETRICOFF: Once again, your Honor, I
20 object.

21 ATTORNEY EXAMINER KINGERY: Relevance?

22 MR. CREEKMUR: It would go to the
23 indigent folks in Ohio who may not be able to afford
24 repair.

1 ATTORNEY EXAMINER KINGERY: You can
2 probably get that information without asking whether
3 he participates in social events. Sustained.

4 Q. Mr. Riley, do you believe those fortunate
5 in life, whether its with talent, prosperity, money,
6 should give back to those folks in the community who
7 are less fortunate?

8 A. Yes.

9 Q. Mr. Riley, is it fair to assume you would
10 support Columbia in providing indigent people or less
11 fortunate people with a low cost alternative that
12 provides financial coverage to repair and replace
13 customer service lines and risers?

14 A. Depends on the details of the program. I
15 won't make a blanket commitment on that one way or
16 the other. I guess the question would be is that
17 coming out of Columbia's stockholders, the
18 ratepayers, who is actually paying for it.

19 Q. Mr. Riley, I'll repeat the question for
20 you. My question to you -- I'll withdraw the
21 question, your Honor.

22 ATTORNEY EXAMINER KINGERY: Thank you.

23 Q. Mr. Riley, I'll restate the question in a
24 more clear manner. Is it fair to assume you would

1 support any company, whether that be USP, Columbia,
2 ABC Gas, whoever, any company providing indigent,
3 less fortunate people with a low cost alternative
4 that provides financial coverage to the repair or
5 replacement of these service lines or risers? And by
6 a low cost alternative I mean a nominal monthly fee
7 that that individual actually pays.

8 A. I think we established in the previous
9 question I support helping the indigent. Having said
10 that, it's hard for me to answer a generic question
11 without knowing the details of the program. If you
12 would like to go through the details of the program
13 and explain how it works, I would be able to answer
14 that question.

15 Q. If we were to assume hypothetically that
16 indigent folks were to pay 50 cents a month for
17 absolute coverage, warranty coverage, on customer
18 service lines or risers, would that be something for
19 indigent folks that you could support, whether that
20 be --

21 A. I don't know because I don't know who is
22 paying for the program. This money has to come from
23 somewhere and I don't know where that somewhere was.

24 Q. The 50 cents would be paid by consumers.

1 A. So Columbia would not participate?

2 Q. Under my hypothetical, consumers only
3 would pay 50 cents.

4 A. Then I probably wouldn't support that.

5 ATTORNEY EXAMINER KINGERY: You said
6 "wouldn't support that."

7 THE WITNESS: Yes.

8 Q. Excuse me, so clarification you stated
9 would or would not?

10 A. Would not.

11 Q. Would your answer change if Columbia was
12 at the direction of that program supporting its
13 customers?

14 A. Yes.

15 Q. So you would then support it.

16 A. If the Columbia stockholders were
17 supporting the program, yes.

18 Q. Mr. Riley, do you feel there is confusion
19 amongst USP customers as to who could repair service
20 lines, whether external or internal, and that could
21 be gas, sewer, electric or water lines?

22 A. As a general rule, no.

23 Q. No, you do not?

24 A. No, I don't believe there is any

1 confusion.

2 Q. Do you feel there is customer confusion
3 with who the customer can trust to do the work? Work
4 being defined as a repair or replacement of service
5 line or riser.

6 A. You are referring to USP customers?

7 Q. Yes, sir.

8 A. No, I don't believe there's any
9 confusion.

10 Q. Mr. Riley, I'd like to direct your
11 attention to Columbia Exhibit 4, the interrogatories
12 previously referenced, and if you flip all the way to
13 the back, this is the section where USP has provided
14 Columbia with a request for production of documents.
15 You'll find it starts with an attachment cover
16 letter. Are you this, sir?

17 A. I'm not sure. Are you referring to this
18 page?

19 Q. One page before that, sir.

20 ATTORNEY EXAMINER KINGERY: It says
21 "Attachment" at the top of it?

22 MR. CREEKMUR: Yes, your Honor.

23 A. Okay.

24 Q. Mr. Riley, if you would then turn towards

1 the back three pages, and at the bottom of that page
2 it states "9M" for identification purposes. Do you
3 see that page?

4 A. Yes.

5 Q. Mr. Riley, if I could direct your
6 attention to the second full paragraph that starts
7 with "however," specifically the second full sentence
8 that states: "If your in-home water or in-home sewer
9 lines were broken or leaking, who would you call?"
10 The next sentence states: "How long would it take to
11 get a plumber on the job?" The following sentence
12 says "Who would you trust to do the work?" Is that
13 correct?

14 A. Yes.

15 Q. Wouldn't you agree that the statements I
16 just read to you certainly are suggestive of USP
17 attempting to alleviate customer confusion by
18 offering warranties?

19 A. Yes.

20 Q. And previously, Mr. Riley, you stated
21 that you do not find confusion among USP customers.

22 A. That's right. These clearly are not our
23 customers with these products.

24 Q. I'm sorry, could you restate that?

1 A. These are clearly not customers for these
2 products or I wouldn't be offering them the product.

3 Q. These are your customers, correct, that
4 you're sending the mailing out to?

5 A. These are gas line warranties. They're
6 not water line or sewer line.

7 Q. For clarification, Mr. Riley, the
8 question I asked you a moment ago whether or not you
9 found customer confusion amongst USP customers,
10 whether they owned water, sewer, electric, or gas
11 lines.

12 A. And the way I interpreted that question
13 was those were customers for each one of those
14 products.

15 Q. Do you find customer confusion among your
16 customers for any line?

17 A. There is customer confusion at times
18 about products which they don't have.

19 Q. But there is no -- your statement then
20 would be --

21 MR. CREEKMUR: Excuse me, your Honor, I
22 withdraw that question.

23 Q. Is it then fair to assume, Mr. Riley,
24 there is no confusion for lines they do have, for

1 warranty coverage they do have?

2 A. That's correct.

3 Q. Mr. Riley, if a customer calls USP
4 direct, we'll say the 1-800 number you provide your
5 customers in case he or she may have a gas leak, what
6 does USP instruct the customer to do?

7 A. If they haven't already contacted the
8 utility, to do so and they tell the customer to
9 immediately call them.

10 Q. Is it fair to say that USP receives these
11 phone calls reporting leaks?

12 A. Occasionally.

13 Q. In fact, if I call your 800 number, is it
14 correct to say the first prompt given to customers is
15 to hang up if they believe or have a suspicion of a
16 gas leak and call the local distribution company?

17 A. I don't know. I can't answer that.

18 Q. Mr. Riley, going back to the point where
19 USP would direct a customer to contact Columbia if
20 that customer suspected a leak, the customer would
21 then call Columbia in this instance to report the
22 leak, correct?

23 A. Yes.

24 Q. And this would be the second call the

1 customer has made if they call USP first.

2 A. Yes, that's correct.

3 Q. Now, if Columbia drives out to this
4 property where there is gas service and a suspected
5 leak and turns the gas off due to the suspected leak,
6 the customer would then call USP and report a claim;
7 is that correct?

8 A. Yes.

9 Q. And, Mr. Riley, this would be the third
10 call the customer would make under this instance that
11 we're walking through?

12 A. Yes.

13 Q. And then a USP representative after
14 confirming the customer's account is in good standing
15 and the gas is turned off, would place a claim to a
16 DOT certified plumber on the USP network of
17 contractors who then would contact the customers
18 within one hour of receiving a claim to schedule a
19 time to begin the repair; is that correct?

20 A. That's correct.

21 Q. And, Mr. Riley, this would be the fourth
22 time the customer is on the phone attempting to
23 resolve this matter; is that correct?

24 A. Yes.

1 Q. Mr. Riley, would you believe if the IRP
2 is approved, the customers would no longer need USP's
3 warranty services for external gas line?

4 A. Yes.

5 Q. Customers would no longer need to call
6 USP for those repairs?

7 A. That's correct.

8 Q. Under the IRP, Mr. Riley, isn't it true
9 that the customer only would then have to make one
10 phone call to Columbia, and the Columbia would handle
11 the repair process from there?

12 A. I don't know.

13 Q. Mr. Riley, do you find customers have
14 peace of mind knowing their gas service line is
15 insured or covered under your warranty products?

16 A. We assume that. We don't know that for
17 sure.

18 Q. Would you also then assume that would be
19 a benefit to your customers?

20 A. Could be, yes.

21 Q. Is it a fair statement, Mr. Riley, this
22 would be of benefit to customers regardless if that
23 customer base was in the range of 100,000 or in the
24 range of 1.4 million?

1 A. Sorry. Could you repeat the question,
2 please.

3 Q. Is it a fair statement that the peace of
4 mind benefit would be a benefit to customers
5 regardless of whether that customer base was 100,000
6 or 1.4 million?

7 A. Yes.

8 Q. Mr. Riley, are you a homeowner?

9 A. I am.

10 Q. And if you were to have a warranty
11 service on your gas service line, regardless who
12 offered that service, would you find peace of mind
13 knowing that it was covered as well?

14 A. Yes.

15 Q. Would it be a larger benefit to you,
16 Mr. Riley, if you paid hypothetically 50 cents a
17 month for that peace of mind versus \$3.50 a month?

18 MR. SEIPLE: Objection, no basis for the
19 hypothetical.

20 ATTORNEY EXAMINER KINGERY: Sustained.

21 Q. Mr. Riley, does USP offer warranties of
22 homes built recently, one, two, three years?

23 A. We offer warranties to all homeowners.

24 Q. Do these customers receive a benefit by

1 way of having that warranty?

2 A. Yes.

3 Q. Mr. Riley, if I could direct your
4 attention to page 12 of your testimony, lines 8
5 through 10. Mr. Riley, I would like to specifically
6 direct your attention to the sentence that begins
7 with, "for example," toward the end of line 8.

8 A. Yes.

9 Q. It's true you state: "For example, a
10 property owner with a home built two years ago is not
11 going to receive any benefit under Columbia's
12 shared-cost program"?

13 A. Yes.

14 Q. Mr. Riley, have you -- excuse me. Let me
15 rephrase.

16 Mr. Riley, have you conducted a study of
17 your customers, meaning USP customers?

18 A. Any study?

19 Q. Excuse me. A study to determine the
20 desires of customers, particularly consumer choice,
21 what a consumer would want to choose if it had the
22 opportunity?

23 MR. PETRICOFF: Could I have the question
24 read back.

1 (Question read.)

2 A. I guess I would say we do that study
3 every time we do a campaign to sell the products to
4 our customers because they have a choice at this
5 point to either buy a product or not.

6 Q. And as you defined that study, do you
7 take questions from consumers? Do you make a record
8 of those consumer choices they would like to make?

9 A. Well, when a customer signs up to buy our
10 product, we certainly notate that.

11 Q. You notate --

12 A. They want to buy our product. The choice
13 they made is to buy our product.

14 Q. Okay. Mr. Riley, previously you stated
15 that under the IRP the customer would not contact USP
16 but they would instead contact Columbia and Columbia
17 would be the only one to contact. Do you recall
18 that?

19 A. Yes.

20 Q. Do you believe having a single point of
21 contact such as we just described would create a
22 convenience to the customer?

23 A. Under most circumstances, yes.

24 Q. Mr. Riley, you can agree with me that

1 Columbia is the local gas distribution that serves
2 the greater Columbus area; is that correct?

3 A. Yes.

4 Q. And if you had a complaint about Columbia
5 in that service area, you as a consumer, where would
6 you go to file that report or that complaint?

7 A. I'd go to Columbia or go to the Public
8 Utilities Commission.

9 Q. And why would you go to the Public
10 Utilities Commission, Mr. Riley?

11 A. They have oversight over Columbia.

12 Q. Mr. Riley, are you familiar with minimum
13 gas service standards adopted by the Public Utilities
14 Commission of Ohio?

15 A. I am not.

16 Q. Mr. Riley, are you familiar with the
17 Office of Consumers' Counsel?

18 A. I am.

19 Q. And what is your understanding of that?

20 A. That they are a state agency charged with
21 the protection of the residential consumer.

22 Q. Thank you. Mr. Riley, where would a
23 customer file a complaint against USP?

24 A. Attorney General's Office.

1 Q. Any other place?

2 A. Better Business Bureau.

3 Q. Mr. Riley, is it true you still contend
4 Columbia will not maintain the same level of service
5 even given your understanding of the Public Utilities
6 Commission and Ohio Consumers' Counsel?

7 A. Yes.

8 Q. Mr. Riley, I'd like to direct your
9 attention to Columbia Exhibit 4, the interrogatories
10 given to you previously, page 12, Interrogatory
11 No. 13, please.

12 A. Okay.

13 Q. Is it true that USP has responded that it
14 has 103,092 active contracts for gas line warranties
15 in Ohio?

16 A. Yes, as of the end of September.

17 Q. Thank you. Mr. Riley, look at that same
18 exhibit, page 14, Interrogatory No. 16, is it true
19 that --

20 MR. PETRICOFF: Your Honor, at this point
21 if we're going to get into and looking at this, we're
22 going to get into what the prices are they are
23 charging, first, I would want to object on relevance
24 because what they're charging is irrelevant to the

1 application, and, second, if we are going to go
2 through what the product is, what the price is
3 because we have to know exactly the full terms of
4 service we do it under seal. We have competitors
5 here, actually competitors here at the table, and we
6 believe it's proprietary information.

7 ATTORNEY EXAMINER KINGERY: What's the
8 relevance?

9 MR. CREEKMUR: Your Honor, Mr. Riley has
10 testified there are no cost efficiencies under the
11 IRP program that Columbia will effectuate.

12 ATTORNEY EXAMINER KINGERY: Referring
13 back to where, which particular part of his
14 testimony?

15 MR. CREEKMUR: The testimony to the cost
16 efficiency, your Honor.

17 ATTORNEY EXAMINER KINGERY: Yes.

18 MS. HAMMERSTEIN: I would like to weigh
19 in as well when he's finished.

20 MR. CREEKMUR: Your Honor, the witness
21 testified as to cost efficiency on page 10 of his
22 direct testimony, question 20, line 9 begins the
23 answer. His specific statement is found on line 17.

24 ATTORNEY EXAMINER KINGERY: Let me read

1 that for just a moment.

2 MR. PETRICOFF: Your Honor, I think when
3 one looks at that answer, you can see that the
4 question and answer is the response that the
5 inefficiencies come between customers and a market
6 alternative, not the market alternative that's being
7 offered by this particular company or one particular
8 type service.

9 ATTORNEY EXAMINER KINGERY:
10 Mr. Petricoff, before we move on I'd like to
11 understand your last comment a little better.

12 MR. PETRICOFF: Certainly. The question
13 is whether Columbia plans to assume responsibility
14 for the maintenance and repair and replacement of
15 customer-owned service lines and to own new and
16 replaced lines promote fairness and general cost
17 efficiencies.

18 ATTORNEY EXAMINER KINGERY: Generate cost
19 efficiencies.

20 MR. PETRICOFF: I'm sorry, generate cost
21 efficiencies. And basically the answer does not
22 specify that a particular product that is being
23 offered by USP is better than anything else. It
24 basically says it is unfair between customers and

1 that basically that there are services out in the --
2 in the competitive market that are being eliminated.

3 Now, in order to go down and look at
4 specifics, we would have to look at all the
5 specifics, but my point he wasn't saying that the
6 customer should take his service as opposed to one
7 that Columbia is offering, it is not an A-B
8 comparison; it's a theoretical argument. And as
9 such, a review of the specifics on a particular
10 product that USP is offering will shed no light.

11 ATTORNEY EXAMINER KINGERY: All right.

12 MS. HAMMERSTEIN: If you look at page 8,
13 lines 17 through 23, page 9, pretty much everything
14 on that page, if you look at the nature of the
15 service that the USP is offering, and I would proffer
16 that if asked, the witness would say, you know, they
17 basically take all of the revenues they collected
18 from the monthly fees from customers, banking on that
19 only a fraction of those 100,000 customers will need
20 repairs or replacements and use at least some portion
21 of those funds to make those repairs or replacements,
22 and the comparison being made in his testimony is
23 that Columbia is saying if the IRP is adopted, you're
24 going to socialize the cost of repairs. It's not

1 much different than what is being offered, maybe on a
2 smaller basis, not as broad a basis by USP, and I
3 think that's what his testimony says here, that's
4 certainly relevant to that.

5 ATTORNEY EXAMINER KINGERY: So you are
6 coming down on which side of this debate?

7 MS. HAMMERSTEIN: Supporting Columbia
8 it's relevant to their proceeding and should be
9 continued.

10 MR. PETRICOFF: Your Honor, I agree with
11 what counsel just said, but I think it cuts the other
12 way. From the point, you know, the insurance type
13 factor, we don't have to see what the price of the
14 products are. Where I'm objecting, and I guess
15 that's because I'm looking ahead to see, you know, in
16 terms of the deposition that were asked here, we're
17 headed into a price comparison of the service by USP,
18 which is covering not just the customer line but the
19 house line and other products against the IRP. That
20 is the problem that I have with going into these
21 prices. If the question is just simply is there what
22 we would call an insurance factor or risk factor, a
23 pooling of risk, that's fine, we have no problem, but
24 you don't have to know our pricing for our particular

1 services to ask that question.

2 ATTORNEY EXAMINER KINGERY: Which
3 direction are you looking?

4 MR. CREEKMUR: I can go in either
5 direction, to be honest, and to please counsel I will
6 refrain from comparing ABC's figures to USP's figures
7 under the IRP plan.

8 ATTORNEY EXAMINER KINGERY: Let's see
9 whether we can do it without discussing specific
10 prices and the specific terms of their services and
11 see if you can get where you need to go.

12 MR. CREEKMUR: Your Honor, perhaps I was
13 unclear, but my comment was that I would not compare
14 directly the prices of any warranty program, whether
15 offered by USP or ABC directly to Columbia's, not
16 that I would not speak on specific numbers or dollar
17 figures in regards to USP's revenues.

18 MR. PETRICOFF: I'm going to object to
19 any discussion of our price or product because of
20 relevancy, it has nothing to do with the IRP.

21 MR. CREEKMUR: Your Honor, this is --
22 excuse me.

23 ATTORNEY EXAMINER KINGERY: Are you
24 attempting to compare the price levels of the service

1 line insurers with the price levels that would be
2 charged by Columbia under the IRP, or are you looking
3 to compare the general nature of the business as a
4 quasi-insurer?

5 MR. CREEKMUR: I would be happy to do
6 both, your Honor.

7 MR. PETRICOFF: I have no objection to
8 exploring the insurance side of it. I have a real
9 objection for both the clarity of the record and also
10 to protect the propriety of my client's information
11 about dipping into actual what services are being
12 supplied and what the prices are and some type of
13 hodgepodge comparison between that and the IRP, which
14 obviously will be different. I say that based on
15 testimony on page 8.

16 MR. CREEKMUR: I will make no comparison
17 to the IRP, for the record. Further, your Honor, I
18 believe counsel has waived confidentiality by serving
19 these responses to these interrogatories previously
20 on upwards of seven people on the service list,
21 including the OCC and the staff of the Commission
22 without claiming that confidentiality, obviously.

23 ATTORNEY EXAMINER KINGERY: And
24 competitors were served as well.

1 MR. PETRICOFF: Actually, that's correct,
2 Your Honor. We probably should have asked for
3 confidentiality, but at the moment it is limited just
4 to parties of record. If we are going to put it in
5 here, it's going to basically go out on the web to
6 the world.

7 MR. CREEKMUR: Your Honor, the point of
8 clarification that I was trying to make a moment ago
9 if these responses are already in the hands of the
10 OCC and the Commission, they are already a matter of
11 public record.

12 ATTORNEY EXAMINER KINGERY: They are in
13 the hands of us, but there could be a motion made for
14 confidential treatment, which would then take them
15 out of the public eye.

16 MR. CREEKMUR: Yes, your Honor, and I
17 believe my previous point that motion for
18 confidentiality would have been waived by serving
19 these responses on the parties already.

20 MR. PETRICOFF: Your Honor, I asked at
21 the beginning when we went into this area we would do
22 it in confidence and renew that request.

23 ATTORNEY EXAMINER KINGERY: As to the
24 question as to whether or not the confidentiality

1 would be waived, I would want to look at, so I will
2 not rule on that here. If we are going to talk about
3 exact numbers, then -- and we are going to do it on
4 the record, we will have to seal the record for this
5 portion of the transcript.

6 MR. CREEKMUR: Columbia is fine with
7 that, your Honor.

8 MR. SERIO: Your Honor, if you are going
9 to do it under seal, I would assume at some point you
10 will make a determination afterwards whether it
11 should remain sealed and not going to just blanket.

12 ATTORNEY EXAMINER KINGERY: That is
13 correct, and if I find the confidentiality has
14 already been waived, I would release all of this
15 information.

16 MR. AVENI: Your Honor, before we resume
17 the question on a slightly related issue I would like
18 to preserve for the record and render my objection to
19 the colloquy that's gone back and forth using the
20 term "insurance." It's fine to do that in the
21 context with the understanding there is not, in fact,
22 an insurance product but so that the record is clear,
23 these are warranties; they're not insurance.

24 ATTORNEY EXAMINER KINGERY: Yes.

1 MR. AVENI: To the extent we use a
2 shorthand and call it insurance, that's fine.

3 ATTORNEY EXAMINER KINGERY: I think
4 several people called it quasi-insurance or
5 insurance-like but that is noted for the record.

6 MR. AVENI: Thank you, your Honor.

7 ATTORNEY EXAMINER KINGERY: At this point
8 I'd like to keep as much of the record open. If
9 there is way you can go forward until you would reach
10 numbers, if we're there now, that way we will seal
11 the record and clear the hearing room to the extent
12 necessary.

13 MR. CREEKMUR: Your Honor, I am there
14 now, and the next several questions relate
15 specifically to numbers.

16 ATTORNEY EXAMINER KINGERY: All right.
17 We will seal the record at this point, and as you are
18 the one, Mr. Petricoff, claiming confidential
19 treatment, I will ask you who needs to leave the
20 room. We have only parties here and members of
21 Commission staff. The parties already have these
22 numbers so there may be no one that has to leave.

23 MR. PETRICOFF: As I look around now, I
24 only see parties, so I'm satisfied that all who are

1 here may stay.

2 ATTORNEY EXAMINER KINGERY: At this point
3 we will seal the record and subject to determination,
4 generally whether there has been waived.

5 MR. SERIO: Your Honor, it's not my fight
6 because I am aware some of information, I feel
7 obligated to say it, Mr. Campbell is not one of the
8 parties, and I only know this because I asked him
9 after the break, but he's an attorney with Jones Day,
10 and I think he's here representing East Ohio, who
11 isn't a party. Whether that's a problem or not I
12 don't know.

13 MR. PETRICOFF: That would be a problem.

14 ATTORNEY EXAMINER KINGERY: I have to ask
15 you to leave. If you would like to wait outside, we
16 can call you when we are through this portion.

17 (CONFIDENTIAL PORTION.)
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(PUBLIC RECORD.)

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ATTORNEY EXAMINER KINGERY:

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Ms. Hammerstein, you are next.

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MS. HAMMERSTEIN: Can we take a
five-minute break, your Honor?

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ATTORNEY EXAMINER KINGERY: Yes, we can,
come back at five after.

10

(Recess taken.)

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ATTORNEY EXAMINER KINGERY: Are we ready
to proceed?

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MS. HAMMERSTEIN: Yes, Your Honor.
Mr. Reilly will proceed.

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CROSS-EXAMINATION

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By Mr. Reilly:

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Q. Mr. Riley, my name is Steve Reilly. I am
an assistant attorney general on behalf of the staff
of the Public Utilities Commission, co-counsel to
Ms. Hammerstein. I have just a couple of questions
for you. I'd like to talk to you a little bit about
warranty programs. I don't think this is
confidential, just generally.

1 What is a warranty program? I heard it
2 said earlier it's not insurance.

3 A. Our warranty program accepts the risk of
4 repair and replacement of a utility service line in
5 exchange for a monthly fee.

6 Q. And how does that differ from insurance?

7 A. Well, the fundamental difference that I
8 see is that in an insurance program when there's a
9 claim made, the insurance provider will provide a
10 financial remuneration for any damages claimed,
11 whereas, on a warranty program, such as ours, we
12 don't make a financial restitution, we actually go
13 out and do the work and repair the defective product.

14 Q. And, now, so because it's not insurance
15 you're not registered with the Department of
16 Insurance, are you? I don't mean you, I mean the
17 company.

18 A. We are not.

19 Q. Are you registered with any state
20 department?

21 A. Department of State.

22 Q. Department of State.

23 A. Yes, as a legal entity doing business in
24 the state of Ohio.

1 Q. The Secretary of State.

2 A. Yes.

3 Q. Any other state office or unit of state
4 government?

5 A. Note that I'm aware of.

6 Q. Are you regulated that you're aware of
7 directly by any state agency or commission?

8 A. In Ohio?

9 Q. Yes.

10 A. Not that I'm aware of.

11 Q. Are you regulated by any municipal agency
12 or commission in the state of Ohio?

13 A. Not that I'm aware of.

14 Q. Are you regulated by any county agency or
15 commission in the state of Ohio?

16 A. Not that I'm aware of.

17 Q. Now, this warranty that your company is
18 providing, that's provided in some sort of written
19 document, is it?

20 A. It is.

21 Q. Now, that written document, is it a
22 standard document in the warranty industry?

23 A. I couldn't testify to that. I don't
24 know.

1 Q. In developing that document, did your
2 company confer with others in the warranty industry?

3 A. The nature of our business is there's a
4 limited number of national players in our segment, so
5 the answer would be no.

6 Q. So the warranty that you're offering may
7 well be different than the warranty that anyone else
8 is offering?

9 A. It could be.

10 Q. When somebody purchases one of your
11 warranties, how -- through whom does it buy it?

12 A. Through us.

13 Q. Okay. They contact you directly.

14 A. Yes.

15 Q. How do they find out about you?

16 A. Through direct mail.

17 Q. Through your advertising?

18 A. We don't advertise.

19 Q. "Through direct mail," what did you mean
20 by "direct mail"?

21 A. We send a direct solicitation to the
22 customer asking them to buy our product.

23 Q. How are the customers chosen for that
24 direct solicitation, potential customers?

1 A. There's a number of different ways we do
2 it. In the Ohio market --

3 Q. Excuse me. Before you get into that for
4 your own protection, are you about to talk about
5 anything everyone else isn't doing?

6 A. Probably so. Well, we are probably going
7 to talk about things that others don't do.

8 MR. REILLY: Do you want to go to
9 confidential?

10 MR. PETRICOFF: I guess we have to, yes,
11 your Honor.

12 (CONFIDENTIAL PORTION.)
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(PUBLIC RECORD.)

ATTORNEY EXAMINER KINGERY: Mr. Serio.

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CROSS-EXAMINATION

By Mr. Serio:

Q. I have two questions. Good afternoon,
Mr. Riley.

A. Good afternoon.

Q. On page 2 of your testimony you indicate
you have over 100,000 external gas warranties in
place. I assume they cover the risers also.

A. They do.

1 Q. A situation where the riser is prone to
2 leak, risers that actually leaking, would that be
3 covered by the warranties?

4 A. It would.

5 Q. A prone-to-leak riser that is not
6 actually leaking is that covered by the warranty?

7 A. It is not.

8 Q. Why not?

9 A. Our warranties cover the gas service
10 line, including the riser, that is in need of
11 replacement because it's leaking, and under the
12 current Commission order Columbia is required to
13 replace those risers, the type A risers. As a
14 general standard of our warranty, we will not replace
15 a part that's not leaking.

16 Q. Are you aware of any of the warranty
17 companies that currently replace prone-to-leak risers
18 that are not actually leaking?

19 A. I am not.

20 Q. On page 5 of your testimony, you list a
21 number of other companies that offer service line
22 warranties.

23 A. Yes.

24 Q. Is Columbia Retail Services an affiliate

1 of Columbia Gas, if you know?

2 A. It is.

3 Q. Is Dominion Retail affiliated with
4 Dominion East Ohio, if you know?

5 A. It is.

6 Q. Is FirstEnergy an affiliate of
7 FirstEnergy up in northeast Ohio?

8 A. Yes.

9 Q. Is Utility Shield affiliated with any
10 Ohio utility, if you know?

11 A. Not with any Ohio utility that I'm aware
12 of.

13 Q. And American Water?

14 A. American Water is with the American Water
15 Utility System.

16 MR. SERIO: That's all I have, your
17 Honor.

18 ATTORNEY EXAMINER KINGERY: Thank you
19 very much.

20 I assume you did not have any cross that
21 would not be friendly.

22 MR. AVENI: That's correct, I have no
23 questions for this witness. Thank you, sir.

24 ATTORNEY EXAMINER KINGERY: Redirect.

1 MR. PETRICOFF: Yes, your Honor, and
2 probably we would go under seal for this.

3 (CONFIDENTIAL PORTION.)
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1 (PUBLIC RECORD.)

2 MR. CREEKMUR: Your Honor, Columbia would
3 move to admit Exhibit No. 4.

4 ATTORNEY EXAMINER KINGERY: Any
5 objections?

6 MR. PETRICOFF: I object, almost all of
7 that was not used. In fact, there were maybe two
8 pages referred to, and I would object to including
9 all of Columbia's exhibit. I will not object to the
10 two pages that were referred to.

11 MR. CREEKMUR: Your Honor, Columbia would
12 be obliged to stipulate to the specific section I
13 read and omit any other sections not referenced.

14 MR. PETRICOFF: That's fine, your Honor,
15 I didn't want to do see in the brief citations to
16 other sections that were not discussed.

17 ATTORNEY EXAMINER KINGERY: We will admit
18 those portions of the Exhibit 4 that were actually
19 discussed in live testimony today.

20 (EXHIBIT ADMITTED INTO EVIDENCE.)

21 MR. AVENI: As a point of order, I'd
22 appreciate a clarification if they were admitted
23 under seal or not.

24 ATTORNEY EXAMINER KINGERY: At this point

1 they will be admitted under seal if they were
2 discussed under seal, but I expect to be issuing an
3 entry sometime after we're done with this hearing
4 addressing exactly what is under seal and not.

5 MR. AVENI: Thank you, Your Honor, I
6 suspected as much, but I wanted to clarify.

7 MR. SERIO: Your Honor, maybe before we
8 end the hearing if Columbia would let us know what
9 specific pages so we can limit what we have marked
10 ourselves. It could be done later in the hearing,
11 but if we could get the specific pages.

12 ATTORNEY EXAMINER KINGERY: Can you
13 provide us with a marked up copy at some point?

14 MR. PETRICOFF: As soon as we have had a
15 chance to look at the transcript, we will designate
16 and circulate our designation what we think is
17 relevant and if Columbia agrees.

18 ATTORNEY EXAMINER KINGERY: Not was
19 relevant, what was actually discussed.

20 MR. PETRICOFF: Yes, thank you, what was
21 actually discussed.

22 MR. SEIPLE: I suggest you talk to Dan or
23 I and maybe we could agree on those pages.

24 MR. PETRICOFF: That's an excellent

1 suggestion.

2 ATTORNEY EXAMINER KINGERY: We also had
3 the testimony of Mr. Riley.

4 MR. PETRICOFF: Yes, your Honor. At this
5 point we move to admit USP Exhibit No. 2.

6 ATTORNEY EXAMINER KINGERY: Any
7 objections?

8 USP Exhibit No. 2 will be admitted.

9 (EXHIBIT ADMITTED INTO EVIDENCE.)

10 ATTORNEY EXAMINER KINGERY: You may call
11 your next witness.

12 MR. PETRICOFF: Thank you, your Honor.
13 At this time I would like to call to the stand
14 Timothy W. Phipps.

15 - - -

16 TIMOTHY W. PHIPPS
17 being first duly sworn, as prescribed by law, was
18 examined and testified as follows:

19 DIRECT EXAMINATION

20 By Mr. Petricoff:

21 Q. Please state your name and business
22 address for the record.

23 A. My name is Timothy W. Phipps, business
24 address is 10077 Jacksontown Road, Thornville, Ohio,

1 43076.

2 Q. And you are the same Timothy W. Phipps
3 who filed direct testimony in this proceeding?

4 A. Yes.

5 Q. And do you have a copy of that testimony
6 in front of you today?

7 A. Yes, I do.

8 MR. PETRICOFF: At this time I'd like the
9 direct testimony of Timothy W. Phipps marked as USP
10 Exhibit No. 3.

11 ATTORNEY EXAMINER KINGERY: It will be so
12 marked.

13 (EXHIBIT MARKED FOR IDENTIFICATION.)

14 Q. Mr. Phipps, are there any changes or
15 amendments you would like to make to your testimony
16 at this time?

17 A. None.

18 MR. PETRICOFF: Your Honor, may we go off
19 the record for a moment?

20 ATTORNEY EXAMINER KINGERY: Yes.

21 (Discussion off the record.)

22 ATTORNEY EXAMINER KINGERY: Back on the
23 record.

24 MR. PETRICOFF: Your Honor, while we were

1 off the record, I've conferred with counsel for all
2 the parties of record who are present today and
3 requested the right to ask a few rebuttal questions
4 of Mr. Phipps today so that he would not have to be
5 recalled for rebuttal. I also indicated to them the
6 nature of the questions I was going to ask.

7 The response from the parties in light of
8 the convenience for the witness and for probably time
9 in the record, they would be willing to do so long as
10 Mr. Phipps would not be recalled for rebuttal,
11 although he could be recalled for surrebuttal and
12 that the other witnesses in their rebuttals and
13 witnesses should they elect to call rebuttal
14 witnesses to address his testimony and that is
15 acceptable to us. With the Court's permission we
16 would like to proceed with that.

17 ATTORNEY EXAMINER KINGERY: That would be
18 fine.

19 MR. PETRICOFF: Thank you.

20 Q. (By Mr. Petricoff) Mr. Phipps, before I
21 get to those questions, let me finish off your direct
22 testimony as written. If I were to ask you today all
23 of the questions that are on what has now been marked
24 USP Exhibit No. 3, would your answers be the same?

1 A. Yes.

2 Q. Okay. Were you present this morning for
3 the cross-examination of Mr. Steele?

4 A. Yes.

5 Q. And were you present when Mr. Steele
6 expressed his concerns about problems making sure DOT
7 certified plumbers only did the work --

8 A. Yes.

9 Q. -- on customer lines?

10 A. Yes.

11 Q. Are you a DOT certified plumber?

12 A. Yes.

13 Q. Can you explain to me briefly how one
14 gets to be a DOT certified plumber and what you are
15 certified to do?

16 A. You would first have to go through a
17 third-party qualifier that is authorized through the
18 gas company which in this case for me would be
19 Columbia Gas of Ohio. You would go through this
20 authorized third-party qualifier. Then you would
21 have to satisfy through their program that you pass a
22 hands-on as well as a written exam. Then you would
23 have to be -- show proof that you were in a drug and
24 alcohol consortium, and that would all be

1 coordinated, and then you would receive your
2 certification.

3 Q. Okay. When you say a drug and alcohol
4 consortium, what does that mean?

5 A. That means that you would have to be on
6 the record you would have had to have had a clean
7 initial drug and alcohol sample through a listed
8 provider of drug and alcohol programs. At that point
9 that would have to be done before you could get your
10 certification.

11 Q. Are you subject to retesting under that?

12 A. Under random, you would then be in a
13 random drug and alcohol pool.

14 Q. Are there different levels and different
15 types of DOT certification?

16 A. There are different activities that you
17 can be certified for, one being customer service
18 lines, your mechanical joints, and also plastic
19 fusion.

20 Q. What's the difference between the service
21 line and a mechanical joint?

22 A. Service line would include anything that
23 would pertain to installation of the service line
24 from the curb valve to the outlet at the meter. A

1 mechanical joint certification comes through Columbia
2 Gas, or whoever your company might be, certifies you
3 to put together mechanical-type joining devices.
4 That would basically be the difference.

5 Q. And you have done service line work for
6 Columbia for both service lines and mechanical
7 joints?

8 A. Yes.

9 Q. What steps are taken to make sure that
10 only a DOT qualified person for the specific tasks
11 have, in fact, performed those tasks on a repaired or
12 initial service line being put into service, customer
13 service line being put into service?

14 A. When the technician comes to do the
15 check, prepare to turn on after repairs were made,
16 the contractor has to fill out a DOT OQ certification
17 card, and on that card he puts his DOT number on
18 there, the address that he worked, the type of work
19 that was done, of course, the date, everything that's
20 pertinent to that job. And that's then presented to
21 the technician who has been mentioned I think earlier
22 that they then check that on their mobile data
23 terminal to make sure that those numbers are up to
24 date, correct, and all the activities that were done

1 on site. In other words, if they put a complete
2 service line, a partial replacement, whatever was
3 done, they can look at that and tell that the person
4 had his service line qualifications up to date, his
5 mechanical joint, his plastic fusion that was fused
6 or needed.

7 Q. You used the term technician. Is
8 technician the Columbia inspector?

9 A. Yeah, it would be the person that would
10 come out to test and turn back on the gas.

11 Q. The gas couldn't be turned back on until
12 the inspector had inspected it?

13 A. Correct.

14 Q. And you used the acronym OQ. What is OQ?

15 A. OQ is operator's qualifications.

16 Q. And those are those levels of approval
17 that we were talking about before?

18 A. Yes.

19 Q. There was some discussion with Mr. Steele
20 in terms of leaving the trench open in order for
21 these inspections to be made. When does a trench
22 have to be open and how long does it have to be open
23 and what's the purpose of leaving a trench open?

24 A. The trench is opened and left opened when

1 you replace a service line either in part or in full
2 from the curb valve to the meter setting, and that
3 line after it's put into the ground, you have to
4 leave that open for that visual inspection of all
5 fittings, depth of service line, and any other
6 pertinent information that the service may want to
7 get to make sure there's no mechanical fittings
8 between the curb valve and the house, that sort of
9 thing.

10 Q. Now, I apologize if I'm not using the
11 right terminology, and please correct me, but there
12 was testimony earlier today that sometimes it's
13 possible to -- just within the steel customer service
14 line you could insert a plastic insert through that
15 line and avoid trenching the entire distance from the
16 curb to the meter. Is that correct?

17 A. Yes.

18 Q. When that's done, what has to be left
19 open for inspection to make sure that, in fact, the
20 insert has been fully inserted?

21 A. Well, that would be at any point you had
22 opened that line up, in other words, if you dug a
23 bell hole at the service curb valve and end at the
24 house, those would have to be left open so the

1 service person or the person coming out to do the
2 inspection could then look at those fittings, verify
3 that they used the proper type of fittings, the
4 proper protection has been applied, the steel pipe
5 has been reamed, pushings used, proper pipe was at
6 both ends, tracer wire from the insert from the
7 initial pipe part that's cut out and put a tracer
8 wire in there, that's all stuff they look for. The
9 hole is open for them to visually inspect that.

10 MR. PETRICOFF: Your Honor, I have no
11 further questions. The witness is available for
12 cross-examination on both portions of his testimony.

13 ATTORNEY EXAMINER KINGERY: Thank you.

14 Mr. Creekmur.

15 MR. CREEKMUR: Thank you, your Honor.

16 - - -

17 CROSS-EXAMINATION

18 By Mr. Creekmur:

19 Q. Good afternoon, Mr. Phipps.

20 A. Good afternoon.

21 Q. Mr. Phipps, am I correct that you have
22 received a request for information as approved by
23 Columbia Gas of Ohio?

24 A. Yes.

1 Q. Did you submit that request for
2 information to Columbia?

3 A. Yes, I did.

4 Q. And by your submittal I take that to mean
5 it is a fair assumption you would like to take part
6 in any process should this IRP be approved?

7 A. Yes.

8 Q. Mr. Phipps, can you tell us in your
9 professional opinion as a DOT OQ plumber the
10 percentage of customer service lines that are plastic
11 versus steel, so the percentage of each, whether
12 steel is the 50 percent, 70 percent, or 30 percent?

13 A. Are we talking about leaking service
14 lines or just service lines in general?

15 Q. Just service lines in general.

16 A. In my experience, I would say steel
17 service line versus plastic would probably be upward
18 of 70 percent steel, 65 to 70 percent steel.

19 Q. Mr. Phipps, on what grounds do you
20 propose -- I withdraw that question.

21 On what grounds do you object to Columbia
22 Gas of Ohio's request for the IRP? And by IRP, so
23 we're clear, I mean to assume responsibility for the
24 maintenance, repair, and replacement of customer

1 owned service lines.

2 A. What are my objections to that?

3 Q. What is your rationale for your
4 objections?

5 A. I guess right down to the bottom is the
6 objection I have from -- there's two sides of it.

7 THE WITNESS: Is it okay to explain
8 myself?

9 ATTORNEY EXAMINER KINGERY: Yes.

10 A. I'm also a township trustee in the
11 township where I live, so it's kind of a two-fold
12 thing because you had talked about indigent people
13 and people that needed the help for certain things,
14 and from that standpoint I don't want to see Columbia
15 take those over because of my personal opinion I
16 don't believe that they can provide the service that
17 is required by these people. I think at one time
18 they could have. At this point I have doubts to that
19 effect.

20 From the business standpoint, you know, I
21 do have a vested interest. I work for Utility
22 Service Partners, and they do provide a good service
23 to the customer, and I'm involved in that, so from
24 the service side of it or the business side of it, I

1 do see that service being provided. So that's my
2 initial take. That's where I gather my stand from.
3 I guess it was civic duty; secondly was my business.

4 Q. Thank you, sir. In your civic duty do
5 you oppose the fact that indigent folks might receive
6 coverage where they could not otherwise afford it?

7 A. No.

8 Q. Can I take that to mean you would support
9 that coverage to indigent folks where they could
10 otherwise not afford it?

11 MR. PETRICOFF: May have I have that
12 question read back?

13 (Question read.)

14 A. Are you asking me coverage provided --
15 you said I would not oppose. I would not oppose if
16 it was provided to them free of charge or at a
17 minimal price, I would not be opposed to that.

18 Q. You would support it if it was available
19 to them for a minimal charge?

20 A. Yeah. I mean, I guess what you're asking
21 me, if I'm gathering from this, indirectly you're
22 asking me would I be in favor of Columbia taking
23 those service lines if they could provide that at 50
24 cents per month? I'm just a direct person.

1 Q. That's -- my question was really in the
2 generality would you support the indigents to have
3 coverage for a minimum charge.

4 A. From whoever that entity would be that
5 could provide it?

6 Q. Certainly.

7 A. Yes, I would.

8 Q. Mr. Phipps, can you give me a definition
9 of what you would consider to be a minimal charge?

10 A. I think a minimal charge is \$3 a month.
11 I don't think that's an exorbitant amount to pay to
12 consider the cost of repair is around \$1,000. I
13 think \$3 per month is a good bargain. I think it's
14 affordable.

15 Q. Thank you. Mr. Phipps, you stated just a
16 few minutes ago you did not believe Columbia Gas of
17 Ohio could provide service. Can you explain your
18 basis for that opinion?

19 A. Sure. I guess my biggest fear and my
20 greatest fear of this is now when we go out and
21 repair service lines, unless somebody has a doctor's
22 slip they cannot get turned back on until the next
23 available day for the personnel to come out and do
24 that work. In other words, I could give you an

1 example after example. You're talking about indigent
2 people. I had a man who had Alzheimer's, a lady who
3 had cancer, this happened last Friday and I could not
4 get the gas company to come out and turn their gas
5 back on until Monday. They were not going to come
6 out and turn it back on until Monday, I guess that's
7 where my fear is. I see this day after day. I'm
8 saying that's what I'm basing that on. That's a
9 fact. That's what happens.

10 Q. And, Mr. Phipps, your experience while
11 contracting with Utility Service Partners has been
12 that you have always been able to turn gas back on
13 within 24 hours?

14 A. I don't turn it back on.

15 Q. Excuse me, effectuate the repairs to
16 enable the gas company to turn it back on.

17 A. My numbers for 24 hours are more like
18 80 percent.

19 Q. I ask you to answer the question.

20 MR. PETRICOFF: Objection. He was
21 answering the question.

22 ATTORNEY EXAMINER KINGERY: Let him
23 answer the question.

24 A. You're asking me if they are turned back

1 on. I'm telling you they are within 24 hours at a
2 rate for 80 for me separate from Utility Service
3 Partners.

4 Q. And can you speak to Utility Service
5 Partners in general?

6 A. Utility Service Partners makes up about
7 60 percent of my work, so that would also apply, that
8 80 percent. If you go back and look at our records,
9 we contact the customer within one hour, and we get
10 out there unless there's extenuating circumstances.
11 We have the repair made in 24 hours. The gas is not
12 always turned back on in 24 hours.

13 Q. I understand that. That is for you,
14 yourself; you're Business Utility Solutions of Ohio.

15 A. Exactly.

16 Q. My question was can you speak for Utility
17 Service Partners as a whole, not your specific part
18 of your business with USP.

19 A. No. I can only speak to my part with
20 them.

21 Q. Thank you. Mr. Phipps, are plastic lines
22 more or less likely to leak than steel lines?

23 A. Less likely.

24 Q. What circumstances would cause a plastic

1 customer service line to leak?

2 A. Shifting of the ground can cause that,
3 causing a sharp object to be pushed through the
4 plastic, improper backfill, somebody could put rocks
5 on top of it, cause it to leak, failure of the
6 plastic, somebody can scrape the plastic doing an
7 insert and cause it to have a thin wall and it could
8 fail. That's pretty much what I've seen.

9 Q. With your experiences with Utility
10 Service Partners, under what circumstances have you
11 been approved to repair the customer service line
12 that is a plastic service line that is leaking?

13 A. If you're asking me if it's a plastic
14 service line and under what circumstances do we
15 repair or replace?

16 Q. As far as Utility Service Partners
17 authorizes you to do so.

18 A. If it's a plastic service line that is
19 leaking, we replace it simply for the reason you
20 can't determine where that leak is underground from
21 the curb to the house. If there's the leak there,
22 there is really no way to pinpoint that, so they give
23 us the authorization to replace that line.

24 Q. Can you define authorization for me?

1 A. We pretty much -- I have daily contact
2 with the director of plumbing contractors. If
3 there's any questions, I call him, but most usually
4 we make that call and go ahead and replace it if it
5 needs replaced.

6 Q. Thank you. By authorization do you also
7 mean that charge that you then bill USP is provided
8 under the warranty program so that the customer would
9 not have to pay that charge?

10 A. Absolutely, we bill USP.

11 Q. Do you ever bill the customer directly?

12 A. No. We do if we do work for them outside
13 of Utility Service Partners.

14 Q. I understand. So you would not be in a
15 position to state whether your work which you bill to
16 USP is covered under their warranty program?

17 MR. PETRICOFF: Objection, your Honor. I
18 think that -- there's not the basis. I think it runs
19 against the basis that's been established in this
20 record.

21 MR. CREEKMUR: If it has been
22 established, I withdraw the question, your Honor.

23 ATTORNEY EXAMINER KINGERY: May I have
24 that question again?

1 (Question read.)

2 ATTORNEY EXAMINER KINGERY: I think that
3 is already established in the record.

4 MR. CREEKMUR: I withdraw the question,
5 your Honor.

6 Q. Mr. Phipps, do you know whether dig-ins
7 are covered under the USP warranty programs?

8 A. Dig-ins?

9 Q. Yes, sir.

10 A. No, they are not.

11 MR. CREEKMUR: No further questions, your
12 Honor.

13 ATTORNEY EXAMINER KINGERY: Thank you.

14 Ms. Hammerstein.

15 - - -

16 CROSS-EXAMINATION

17 By Ms. Hammerstein:

18 Q. My name is Ann Hammerstein. I represent
19 the staff of the Commission with the Ohio Attorney
20 General's Office. If bare steel service line is
21 leaking, it's generally replaced and not repaired; is
22 that correct?

23 A. That is correct.

24 Q. And in every instance where such a line

1 is replaced, trenching the entire length from the
2 curb valve to the meter is not necessary; is that
3 correct?

4 A. That is correct.

5 Q. And what percentage would you say would
6 require trenching that whole distance in your
7 experience?

8 A. In my experience I would say you probably
9 trench the entire distance about 35 to 40 percent.
10 The rest would be inserted.

11 Q. When you say inserted, that's the
12 description that I believe Mr. Petricoff gave of
13 inserting a plastic pipe through the bare steel line.

14 A. That is correct.

15 Q. Mr. Petricoff asked you a couple
16 questions at the beginning of your testimony today
17 with regard specifically to the questions regarding
18 the DOT certification. You responded to that based
19 on your understanding and your qualifications; is
20 that correct?

21 A. That is correct.

22 Q. When Columbia comes out to inspect a line
23 that has been replaced and/or installed, they only
24 see who might be there, whatever individual

1 representing -- whether that's you or some other
2 plumber, whoever is there when they get there to the
3 test, correct? That may or may not be --

4 A. It varies. It's normally unless it's
5 during the heating season it's the following day when
6 they come out. We can't stay there until the
7 following day. We try to stay there so we are
8 available for them when they come, but that's not
9 always the case. Then a card is left on the meter
10 sitting in a weatherproof envelope so the service
11 tech can then get it and run your numbers. Yeah,
12 you're correct, it's not always one way or the other.
13 It works both ways.

14 MR. CREEKMUR: That's all I have. Thank
15 you.

16 ATTORNEY EXAMINER KINGERY: Mr. Serio?

17 MR. SERIO: No questions, your Honor.
18 Thank you.

19 ATTORNEY EXAMINER KINGERY: Thank you.

20 Mr. Aveni, I assume you have no
21 nonfriendly cross.

22 MR. AVENI: That's correct, your Honor,
23 thank you. I have nothing, if not friendly.

24 ATTORNEY EXAMINER KINGERY: Any redirect?

1 MR. PETRICOFF: No, your Honor.

2 ATTORNEY EXAMINER KINGERY: Thank you
3 very much, Mr. Phipps. You may step down.

4 (Witness excused.)

5 ATTORNEY EXAMINER KINGERY: Let's go off
6 the record.

7 (Discussion off record.)

8 MR. PETRICOFF: At this point we move to
9 admit into the record USP Exhibit No. 3, the
10 testimony of Mr. Phipps.

11 ATTORNEY EXAMINER KINGERY: Any
12 objection?

13 USP Exhibit No. 3 will be admitted.

14 (EXHIBIT ADMITTED INTO EVIDENCE.)

15 ATTORNEY EXAMINER KINGERY: We are
16 adjourned for today, and we will see you back at
17 9 o'clock tomorrow morning.

18 Thank you.

19 (Thereupon, the hearing was adjourned at
20 3:40 p.m.)

21 - - -

22

23

24

1 CERTIFICATE

2 I do hereby certify that the foregoing is
3 a true and correct transcript of the proceedings
4 taken by me in this matter on Tuesday, October 30,
5 2007, and carefully compared with my original
6 stenographic notes.

7
8 Karen Sue Gibson/jd
9 Karen Sue Gibson, Registered
10 Merit Reporter.

11 Rosemary J. Anderson/jp
12 Rosemary R. Anderson, Professional
13 Reporter.

14 (KSG-4793)

15 - - -

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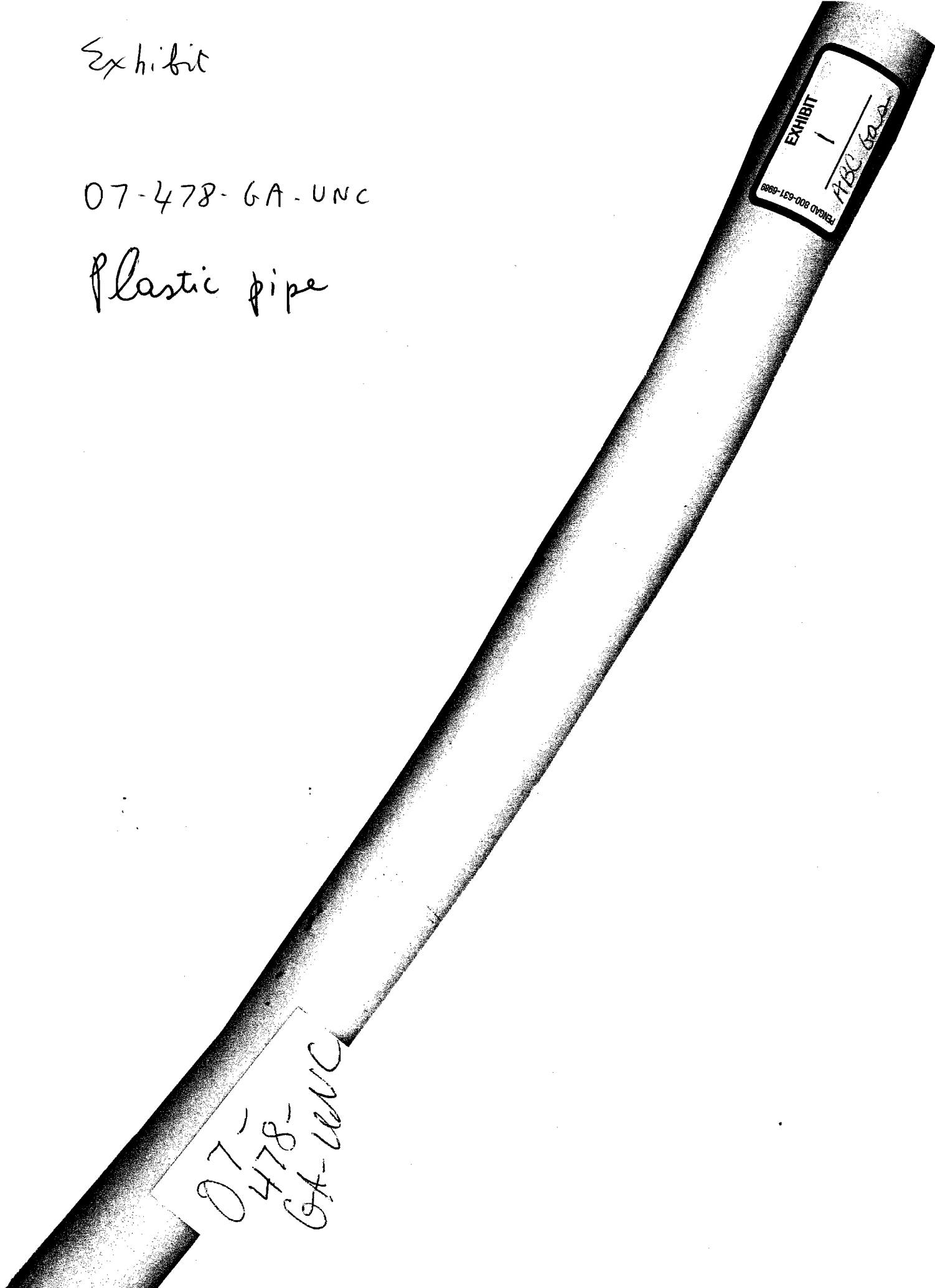
The following exhibit(s) were prefiled and can be located with the pleadings:

Exhibits	Date Filed
COMPANY EXHIBITS	
4 - USP Responses to Interrogatories and Requests for Production	<u>Nov. 13, 2007</u>
OCC EXHIBITS	
12 - OCC Third Set Production of Documents Duke Energy Ohio, Inc.	<u>Nov. 13, 2007</u>
STAFF EXHIBITS	
1 - Prefiled Testimony of David R. Hodgden	<u>Nov. 13, 2007</u>
2 - Prefiled Testimony of Edward M. Steele	<u>Nov. 13, 2007</u>
ABC GAS EXHIBITS	
1 - Plastic pipe	<u>Nov. 13, 2007</u>
2 - Corroded pipe	<u>Nov. 13, 2007</u>
USP EXHIBITS	
2 - Prefiled Testimony of Philip E. Riley	<u>Nov. 13, 2007</u>
3 - Prefiled Testimony of Timothy W. Phipps	<u>Nov. 13, 2007</u>

Exhibit

07-478-GA-UNC

Plastic pipe



Exhibit

07-478- GA. UNC

Corroded pipe

