

BEFORE

THE OHIO POWER SITING BOARD

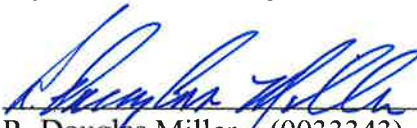
In the Matter of the Application of Duke)	
Energy Ohio, Inc., for a Certificate of)	
Environmental Compatibility and Public)	Case No. 16-253-GA-BTX
Need for the C314V Central Corridor)	
Pipeline Extension Project.)	

**RESPONSE OF SYCAMORE TOWNSHIP TO FIRST SET OF
INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS
FROM DUKE ENERGY OHIO**

Now comes Intervenor, Sycamore Township, Hamilton County, Ohio (hereinafter "Sycamore") by and through counsel, and hereby respond to the following Interrogatories and Request for Production of documents as follows:

I. GENERAL OBJECTIONS

1. Sycamore objects to Duke Energy's First Set of Interrogatories and Request for Production of Documents to the extent that they seek the disclosure of confidential business and/or proprietary information.
2. Sycamore objects to Duke Energy's First Set of Interrogatories and Request for Production of Documents to the extent that they are overly broad and to the extent that they purport to impose obligations on Sycamore not contemplated by the Ohio Rules of Civil Procedure, any rules applicable thereto, and/or other applicable law.
3. Sycamore objects to Duke Energy's First Set of Interrogatories and Request for Production of Documents to the extent that they are vague and ambiguous.
4. Sycamore objects to the Duke Energy's First Set of Interrogatories and Request for Production of Documents to the extent that they seek discovery of information which is protected by the attorney/client privilege, the attorney work product privilege or other applicable privilege.
5. Sycamore objects to Duke Energy's First Set of Interrogatories and Request for Production of Documents to the extent they call for responses from persons or entities other than Sycamore or call for information not in the possession, custody or control of Sycamore.
6. Sycamore objects to Duke Energy's First Set of Interrogatories and Request for Production of Documents to the extent that they are irrelevant, not reasonably calculated to lead to admissible evidence, and/or are overly broad and unduly burdensome.


R. Douglas Miller (0033343)

II. INTERROGATORIES

1. Identify each person who answered or furnished information or documents, or assisted in answering or in furnishing any information or documents, used in answering any of these Interrogatories and/or Requests for Production of Documents, and identify each Interrogatory and/or Document Request for which such person participated in the response.

RESPONSE:

Greg Bickford
Sycamore Township Administrator
Work address: 8540 Kenwood Rd., Sycamore Township, OH 45236

2. Identify each person whom Sycamore intends to call to testify at the hearings in the above-captioned matters. To the extent Sycamore claims that it has not made a final determination as to which witnesses it intends to call to testify on its behalf, please supplement this response as soon as such a determination is made.

RESPONSE:

Greg Bickford
Sycamore Township Administrator
Work address: 8540 Kenwood Rd., Sycamore Township, OH 45236

Additional witnesses will be provided when and if they are determined.

3. For each person identified in response to Interrogatory No. 2 above, please state (1) the subject matter upon which the witness is expected to testify; (2) the facts to

which each witness is expected to testify; (3) the opinions to be rendered by each witness; (4) a summary of the witness's qualifications to provide the testimony; and (5) a summary of each witness's testimony. To the extent Sycamore claims that it has not made a final determination as to witnesses it intends to call to testify, please supplement this response as soon as such a determination is made.

RESPONSE:

1. Mr. Bickford will testify as to the effect of the proposed pipeline on Sycamore Township residences and businesses for both the preferred and alternate routes.

2. Sycamore Township geography and demographics; proposed pipeline routes as they travel through Sycamore Township; the lack of cooperation with Sycamore Township in establishing the pipeline routes through the Township; the improvements made to roads in the Township; the effect of the proposed pipeline on particular businesses in the Township.

3. The detrimental effect the proposed pipeline will have on both residences and businesses in Sycamore Township.

4. Mr. Bickford has first-hand knowledge of the Township as the planning and zoning administrator in Sycamore Township since 2000 and becoming Township Administrator in 2015. In addition, Mr. Bickford has a bachelor's degree in Urban Planning from the University of Cincinnati and has been certified by the American Planning Association's American Institute of Certified Planners since 2007.

Sycamore Township will supplement this response if and when it determines to provide additional witnesses.

4. Please identify each expert whom Sycamore has retained or is in the process of retaining to testify in the above-captioned proceedings. If the response indicates that a decision has not been made, please supplement the response as soon as the decision is made.

RESPONSE:

Greg Bickford
Sycamore Township Administrator
Work address: 8540 Kenwood Rd., Sycamore Township, OH 45236

Mr. Bickford is presented as an expert on matters of Sycamore Township, not any particular pipeline matters.

Any additional witness will be provided when and if they are determined.

5. For each expert identified in response to Interrogatory No. 4 above, please state (1) the subject matter upon which the witness is expected to testify; (2) the facts to which each expert is expected to testify; (3) the opinions to be rendered by each expert; (4) a summary of the expert's qualifications to provide the testimony; and (5) a summary of each expert's testimony.

RESPONSE:

See response to Question 3.

6. For each witness identified in response to Interrogatory Nos. 2 or 4 above, please identify all proceedings in all jurisdictions in which the witness has offered evidence, including but not limited to, pre-filed testimony, sworn statements, and live testimony. For each response, please provide the following:
- (a) the jurisdiction in which the testimony or statement was pre-filed, offered, given, or admitted into the record;
 - (b) the administrative agency and/or court in which the testimony or statement was pre-filed, offered, admitted, or given;
 - (c) the date(s) the testimony or statement was pre-filed, offered, admitted, or given;
 - (d) the identifying number for the case or proceeding in which the testimony or statement was pre-filed, offered, admitted, or given;

- (e) whether the witness was cross-examined; and
- (f) the custodian of the transcripts and pre-filed testimony or statements for each proceeding.

RESPONSE:

Objection – the question is overly broad for the situation. Mr. Bickford has not offered any testimony dealing with gas pipeline installations.

- 7. For each expert identified in Interrogatory No. 4, above, please identify all documents provided by Sycamore to the expert. To the extent that Sycamore contends that any such documents are privileged, please provide a privilege log for same.

RESPONSE:

The documents provided to Mr. Bickford consists of the Application and related maps and documents.

- 8. Identify all documents or other evidence that Sycamore may seek to introduce as exhibits or for purposes of witness examination in any proceeding related to the above-captioned matter. To the extent that Sycamore contends that any such documents are privileged, please provide a privilege log for same.

RESPONSE:

All documents to be used by Sycamore Township consists of those provided by Duke Energy Ohio, Inc. in its Application in these proceedings.

- 9. Please state whether you agree to supplement your responses to these Interrogatories and Document Requests.

RESPONSE:

In the event additional information or testimony becomes available, Sycamore Township will supplement these responses.

REQUESTS FOR PRODUCTION OF DOCUMENTS

Duke Energy Ohio requests that Sycamore produce true and accurate copies of the following documents:

1. Any and all documents identified or referenced in response to any of the foregoing Interrogatories.

RESPONSE:

All documents identified or referenced are Duke Energy Ohio, Inc documents and are already in its possession.

2. Any and all documents that contain any information used, reviewed, or referenced in preparing Sycamore's responses to any of the foregoing Interrogatories.

RESPONSE:

See response to Question 1.

3. Any and all documents that Sycamore may introduce as exhibits or use for purposes of witness examination at any hearing related to the above-captioned matter.

RESPONSE:

See response to Question 1.

4. Any and all documents relating to the testimony of any of Sycamore's witnesses and/or expert witnesses including, but not limited to, any and all *curricula vitae*,

reports, papers, statements, notes, other documents, and any correspondence, communications, or other documents exchanged between Sycamore and the expert.

RESPONSE:

Curricula vitae of Greg Bickford attached. Pursuant to the discovery rules, any document, reports, papers, notes or other documents are those already in possession of Duke Energy Ohio, Inc. The request for all communications or other documents exchanged between Sycamore Township and Greg Bickford is overly broad.

5. Any and all contracts for services between Sycamore and any expert retained or consulted to provide opinions, testimony, evidence, or analysis in relation to the above-captioned proceedings.

RESPONSE:

Mr. Bickford's contract is attached.

6. Please provide copies of any transcripts of depositions of each witness identified in Interrogatory No. 2. If a transcript is not available, please provide the name, address, and telephone number of the court reporting service used for purposes of each deposition.

RESPONSE:

Transcript will be provided.

7. Provide copies of any transcripts of depositions of each witness identified in Interrogatory No. 4. If a transcript is not available, please provide the name, address, and telephone number of the court reporting service used for purposes of each deposition.

RESPONSE:

Transcript will be provided.

Respectfully submitted,



R. Douglas Miller (0033343)
Donnellon Donnellon & Miller
9079 Montgomery Road
Cincinnati, Ohio 45242
(513) 891-7087 Telephone
(513) 891-7125 Facsimile
Attorney for Intervenor
Board of Township Trustees of
Sycamore Township, Ohio

VERIFICATION

STATE OF OHIO)
) ss:
COUNTY OF HAMILTON)

I, the undersigned, Greg Bickford, Township Administrator of Sycamore Township, Hamilton County, Ohio, after being duly cautioned and sworn, certify that the foregoing response to Duke Energy's First Set of Interrogatories and Request for Production of Documents are true and accurate to the best of my knowledge and belief.


Greg Bickford, Township Administrator

SWORN TO and SUBSCRIBED before me, a Notary Public, on this 27th day of March, 2019.


Notary Public



R. DOUGLAS MILLER
Attorney at Law
Notary Public, State of Ohio
My Commission Has No Expiration
Date. Section 147.03 O.R.C.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and accurate copy of the foregoing document was served this 8th day of March, 2019, by U.S. mail, postage prepaid, or by electronic mail upon the parties listed below.


R. Douglas Miller

Rocco.D'Ascenzo@duke-energy.com
Jeanne.Kingery@duke-energy.com
Brian.Heslin@duke-energy.com
'Andrew.Garth@cincinnati-oh.gov';
'Howard.Miller@cincinnati-oh.gov';
'robert.holderbaum@puco.ohio.gov';
'john.jones@ohioattorneygeneral.gov';
'Robert.eubanks@ohioattorneygeneral.gov';
'jyskamp@fairshake-els.org';
'ecollins@fairshake-els.org';
'bfox@graydon.law';
'jlang@calfee.com';
'slesser@calfee.com';
'mkeaney@calfee.com';
'cjones@calfee.com';
'tburke@manleyburke.com';
'mkamrass@manleyburke.com';
'Bryan.pacheco@dinsmore.com';
'Mark.arnzen@dinsmore.com';
'kkfrank@woodlamping.com';
'Roger.friedmann@hcpros.org';
'Michael.friedmann@hcpros.org';
'Jay.wampler@hcpros.org';
'tmd@donnellonlaw.com';
'butler@donnellonlaw.com';
'dstevenson@cinci.rr.com';
'ahelmes@deerpark-oh.gov';
'dborchers@bricker.com';
'dparram@bricker.com';
'joliker@igsenergy.com';
'Richard.tranter@dinsmore.com';
'Kevin.detroy@dinsmore.com';
'Kent.bucciare@gmail.com';
'glaux2001@gmail.com';
'Paula.boggsmuething@cincinnati-oh.gov'

Gregory D. Bickford, AICP

8540 Kenwood Road • Cincinnati OH 45039 • (513) 791-8447

PROFESSIONAL EXPERIENCE

2/2000 – Present **Sycamore Township, Ohio**

2015 – Present Township Administrator

Responsible for overseeing the for the day to day operation of the Township and management of all departments including Fire and EMS, Public Works, Finance, Planning and Zoning, Economic Development, and general Administration. Also works in conjunction with the Fiscal Officer in creating and managing an annual budget of approximately 30 million. Responsible for providing strong, decisive leadership in order to effectively accomplish the Sycamore Township Board of Trustee's mission.

2008-2015 Assistant Township Administrator

Assist the Township Administrator in the day to day operation of the Township

2000-2015 Planning and Zoning Administrator

Responsible for creating Department of Planning and Zoning for Sycamore Township. Responsible for department personnel, creating and implementing department policies, procedures and goals. Duties included, zoning code administration, land use planning, site plan review, public hearing presentations, answering and solving public inquires and requests, economic development, Township wide capital improvements, and coordination with various state, federal and local governments.

12/1996- 2/2000 **Butler County, Ohio** – Department of Development, Planning Division.

Planner. Subdivision review and planning, Countywide Land Use and Thoroughfare plan, zoning code revisions, code enforcement and interpretation, site plan review, property / development research, public presentations on related materials, provide answers to public inquires, develop and implement GIS, staff reports to zoning board and planning commission. Also responsible for co-op student.

8/1996 – 12/1996 **City of Milford, Ohio:** City Managers Office.
(Internship)

1/1996 – 1/1997 **Miami Valley Regional Planning Commission;** Dayton, Ohio.
(Full Time Internship)

1/1995 - 12/1995 **City of Covington, Kentucky:** Economic Development Department.
(Internship)

ASSOCIATIONS / CREDENTIALS

2007	AICP - Certified Planner, American Institute of Certified Planners
1994 – Present	American Planning Association
1996 – Present	Ohio Planning Conference

ACADEMIC HISTORY

University of Cincinnati, Cincinnati Ohio.

Bachelor of Science, Urban Planning and Design
Certificate of Information Systems

gbickford@sycamoretownship.com

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into by and between The Board of Township Trustees of Sycamore Township, Ohio, an Ohio township (the "Board") as authorized by resolution adopted by the Board and Greg Bickford ("Employee").

WHEREAS, the Board desires to continue the employment of Employee as Township Administrator of Sycamore Township, Ohio; and

WHEREAS, the Board and Employee desire to enter into this Agreement to establish the terms and conditions under which Employee will be employed as Township Administrator of Sycamore Township;

NOW THEREFORE, in consideration of these premises and the mutual promises contained herein, the parties agree as follows:

Section 1. Duties

The Board hereby employs the Employee as Township Administrator of Sycamore Township to perform the functions and duties specified in Sections 505.031 and 505.032 of the Ohio Revised Code, and as modified by the job description for the position, and to perform all other legally permissible and proper duties and functions as assigned by the Board shall from time to time. The Employee is generally expected to maintain office hours from 8:00am to 4:30pm, Monday through Friday. The Employee may vary the work hours at his discretion, but it is generally expected that the normal workweek shall be a minimum of 40 hours averaged during the calendar year. The Employee is normally expected to attend all meetings of the Board of Trustees. In addition to the duties listed in Section 505.032 of the Revised Code, the Township Administrator's additional duties shall include:

- (a) Cooperating with the Fiscal Officer in advising the Board on the financial conditions of the Township, and in preparing and submitting the Township budget for each fiscal year;
- (b) Executing contracts for public improvements, goods and services, as directed by the Board;
- (c) Directing and working with such attorneys as are appointed by the Board; and
- (d) Ensuring, insofar as possible, compliance with the notice provisions of Section 121.22 of the Revised Code.

Section 2. Term

The term of this agreement shall begin on December 8, 2017 and shall remain in effect until December 31, 2020 (the "Termination Date") unless sooner terminated pursuant to Section 3 of this Agreement. In the event the parties mutually desire to extend the employment relationship beyond December 31, 2020, they shall exercise reasonable efforts to discuss terms during the period beginning ninety (90) days prior to the Termination Date (Employee shall be responsible for notifying the Board of this date within thirty (30) days prior thereto), and enter into a revised agreement consistent with such discussions. Should there be no agreement between the parties to renew or enter into a new employment agreement on or before the Termination Date, then Employee's employment with the Township will end on the Termination Date and Employee

shall be entitled to the severance compensation (salary and benefits) set forth in Section 3A. as if he were terminated without cause. Such Severance Compensation as hereinafter defined shall commence on January 1, 2021.

Section 3. Termination and Severance Pay

- A. In the event Employee is terminated by the Board before the expiration of the term of this agreement without just cause, and during that time Employee is willing and able to perform his duties under this Agreement, the Board shall continue to pay Employee's salary for a period of twelve (12) months after the date of termination (the "Severance Period") and shall continue Employee's then current health insurance coverage for a period of twelve (12) months. In the event Employer is not able to maintain Employee's health insurance coverage pursuant to the terms of the Township health insurance plan, then Employer shall pay to Employee, for a period of twelve (12) months, the cost of health insurance premiums at a rate that will continue substantially similar health benefits for Employee and Employee's family, if applicable, as provided under the then current township health insurance plan. In addition, the Board shall pay the cash value of any accrued vacation time, and shall further pay any accrued and unused sick time up to a maximum of 1,440 hours. All of the above shall hereinafter be referred to as the Severance Compensation. The parties agree that this Severance Compensation shall constitute Employee's sole and exclusive remedy for termination without just cause

In the event Employee finds employment with another employer during the Severance Period, then the Severance Compensation to be paid after six (6) months shall be reduced by the amount of salary and benefits Employee receives with his new employer. In all events, Employee shall be entitled to receive the total Severance Compensation without setoff for at least six months.

- B. In the event Employee is terminated by the Board before the expiration of the term of this agreement with just cause, the Board shall have no obligation to pay the Severance Compensation set forth in Section 3A.
- C. In the event the Board, at any time during the term of this Agreement, reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of the Board, or in the event the Board refuses, following written notice, to comply with any other provision benefiting Employee herein, or Employee resigns following a written request by the Board that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated without just cause" as of the date of such reduction, refusal to comply, or written request and Employee shall be entitled to the Severance Compensation as set forth in Section 3A. as if he were terminated without cause. For the purposes of this paragraph, the Board's failure to grant Employee a raise equivalent to that given any or all other Township Employees shall not be deemed a "reduction" as provided herein.
- D. In the event Employee desires to voluntarily resign his position with the Board before the expiration of the above term of this employment, then Employee shall give the Board

thirty (30) days notice in advance, unless the parties agree otherwise in writing. In the event the Employee voluntarily resigns his position, he shall not be entitled to the severance pay provisions contained in Section 3A hereof.

E. For the purposes of Section 3. hereof, "just cause" shall mean the following:

- (a) The Employee is convicted of a felony;
- (b) The Employee has failed or neglected to carry out his duties hereunder in any material and significant respect, or has been guilty of misfeasance, malfeasance, or nonfeasance in office for a period of thirty (30) days after written notice to him from the Board specifying the nature of such failure, neglect, misfeasance, malfeasance, or nonfeasance in office, unless such misfeasance, malfeasance, or nonfeasance is so egregious or of such a nature that it is of a criminal nature or it cannot be corrected.

F. If the Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of eight successive weeks beyond any accrued sick leave and vacation time, the Board shall have the option to terminate this Agreement, and Employee shall receive the Severance Compensation set forth under Paragraph 3A. above.

Section 4. Compensation

Employee shall continue to receive his compensation established for calendar year 2017 until December 31, 2017. Beginning January 1, 2018, the Board agrees to pay Employee for his services rendered pursuant hereto at an annual rate of \$110,000.00 payable on a bi-weekly basis at the same time as other employees of the Board are paid. Said compensation shall be increased to the sum of \$113,300.00 per annum effective January 1, 2019, and increased to the sum of \$116,700 per annum effective January 1, 2020. Thereafter, compensation shall be reviewed as part of the contract negotiations set forth in Section 2. While it is recognized that the Employee must devote considerable time outside the normal working hours to the business of the Board, no additional compensation will be granted to the Employee for such additional time. The salary shall be subject to required state and federal withholdings, and such additional holdings as may from time to time be requested in writing by the Township Administrator.

The Employee at his option will be provided with a Township vehicle to be supplied by the Board including any necessary fuel, maintenance, and insurance expenses. By mutual agreement of the Board and Employee, the Board may pay an automobile stipend in the amount of \$550 per month to be treated as a fringe benefit. In addition, if the Township Administrator presents to the Fiscal Officer in a timely manner as determined by the Fiscal Officer a record of his use of the private vehicle for official Township business taking him outside the Township, he will be reimbursed for gas/oil and wear and tear at the Federal reimbursement rate established by the Internal Revenue Service, as from time to time adjusted. Reimbursement for other modes of travel shall follow Board policy and practices as from time to time amended.

During the Term, the Board may pay for such dues, subscriptions, tuition, seminar and convention fees, and related travel, lodging and meals as the Board determines are reasonably necessary and desirable to preserve and enhance Employee's professional knowledge and skills

as such. Employee shall provide to the Board prior written requests for such payment, setting forth the justification therefore.

Section 5. Benefits

The Employee shall be entitled to such other benefits as the Board provides to other employees of the Board including health insurance, dental insurance, vision insurance, life insurance, PERS, vacation, personal time, and sick leave, as provided in the Sycamore Township Employee Personnel Manual. Accumulated, unused vacation and sick leave will be subject to the policies adopted by the Board for all nonunion township employees. In addition to the benefits set out in this paragraph, Employee shall be entitled to additional benefits set out below:

The Employee shall be reimbursed for the monthly service of a cell phone at a rate established for other employees, currently \$65.64 per month and as amended from time to time. In addition, the Board agrees to purchase for the Employee a cellular phone once every 18 months.

The Employee shall be provided with a laptop or other portable computer suitable for Township business off premises.

Section 6. Indemnification

The Board shall defend, save harmless and indemnify the Township Administrator against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as such, and will compromise and settle any such claim or action and pay or cause to be paid the amount of any settlement or judgment rendered thereon, provided, however, that this paragraph shall not apply to any criminal proceeding in which the Township Administrator is convicted of any crime, and the Board's liability under this paragraph shall not exceed such coverage as may from time to time be provided under the applicable insurance policy or policies, insurance pool or other insurance arrangement from time to time in force and to the extent of such coverage.

Section 7. Amendments

This Agreement may be modified or amended at any time by mutual written consent of the parties hereto.

Section 8. Severability

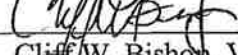
If any part of this agreement is found to be unconstitutional or unenforceable by a Court of competent jurisdiction, or legislative or administrative tribunal, then such decisions or legislation shall apply only to the specific provision of this agreement. The parties hereto will meet and discuss the abrogated provision. The remainder of the agreement shall remain in full force and effect to the extent reasonable in light of the abrogated provisions.

Signature Page follows


IN WITNESS WHEREOF, the parties have executed this Employment Agreement on the dates set forth below.

THE BOARD OF TOWNSHIP TRUSTEES
OF SYCAMORE TOWNSHIP, OHIO


By: 
Thomas J. Weidman, President

By: 
Cliff W. Bishop, Vice-President

By: 
Dennis W. Connor

By: 
Robert C. Porter, III, Fiscal Officer

Date: 12-7-17


Greg Bickford

Date: 12-7-17

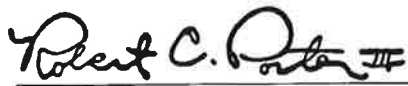
APPROVED AS TO FORM:


R. Douglas Miller
Law Director

FISCAL OFFICER'S CERTIFICATE

O.R.C. Section 5705.41(D)(1)

It is hereby certified that the amount required to meet the obligation under this attached contract, agreement, order, statement of work, or expenditure, or in the case of a continuing contract to be performed in whole or in part in an ensuing fiscal year, the amount required to meet the obligation in the year in which the contract is made, has been lawfully appropriated for such purpose and is in the Treasury or is in the process of collection to the credit of an appropriate fund free from any previous encumbrances, and is not appropriated for any other purpose. This certificate is given in compliance with Sections 5705.41 and 5705.44 of the Revised Code.


Robert C. Porter, III, Fiscal Officer

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

3/8/2019 11:50:32 AM

in

Case No(s). 16-0253-GA-BTX

Summary: Response of Sycamore Township to First Set of Interrogatories and Requests for Production of Documents from Duke Energy Ohio electronically filed by Mr. R. Douglas Miller on behalf of Sycamore Township, Hamilton County, Ohio and Weidman, Thomas J. Mr.