PUZO EXHIBIT FILING
FILE
Date of Hearing: $\qquad$ 7/20/13

Case No. 12-209-GA-GCR, 12-212-GA-GCR, 12-309-6 A-4EX, 12-312-LA -
PUCO Case Caption: Northeast olio Natural Ias Corporation and 8 swell Natural Has Company
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List of exhibits being filed:
Company 8 with revives attachments

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Reporter's Signature: $\qquad$ $\frac{\text { Laver Sue Mifson }}{7-31-13}$ Date Submitted: $\qquad$ This is to certify that the images appearing are an document delivered in the regular course of business


BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

| In the Matter of the |  |
| :---: | :---: |
| Regulation of the |  |
| Purchased Gas Adjustment |  |
| Clauses Contained Within |  |
| the Rate Schedules of | Case Nos. 12-209-GA-GCR |
| Northeast Ohio Natural Gas | 12-212-GA-GCR |
| Corporation and Orwell |  |
| Natural Gas Company. |  |
| In the Matter of the |  |
| Regulation of the |  |
| Uncollectible Expense |  |
| Riders of Northeast Ohio | Case Nos. 12-309-GA-UEX |
| Natural Gas Corporation | 12-312-GA-UEX |
| and Orwell Natural Gas |  |
| Company. |  |

## PROCEEDINGS

before Mr. Scott E. Farkas, Attorney Examiner, at the Public Utilities Commission of Ohio, 180 East Broad Street, Room 11-C, Columbus, Ohio, called at 9 a.m. on Monday, July 22, 2013.

VOLUME IV-REBUTTAL

ARMSTRONG \& OKEY, INC.
222 East Town Street, Second Floor Columbus, Ohio 43215-5201
(614) 224-9481 - (800) 223-9481

Fax - (614) 224-5724

In the Matter of the Regulation of the ) Purchased Gas Adjustment Clauses Contained Within the Rate Schedules of Northeast Natural Gas Company.

In the Matter of the Regulation of the Purchased Gas Adjustment Clauses Contained Within the Rate Schedules of the Orwell Natural Gas Company and Related Matters.
)

Case No. 12-209-GA-GCR
)
)
) Case No. 12-212-GA-GCR

## REBUTTAL TESTIMONY OF REBECCA HOWELL

## On Behalf of Orwell Natural Gas Company and Northeast Natural Gas Company

## REBUTTAL TESTIMONY OF REBECCA HOWELL

## Introduction

## Q. Please state your name and business address.

A. My name is Rebecca Howell and my business address is 8500 Station Street, Ste. 300, Mentor, OH 44060.
Q. By whom are you employed?
A. I am currently employed by Gas Natural, Inc.
Q. On whose behalf are you testifying in this proceeding?
A. I am testifying on behalf of Northeast Ohio Natural Gas Corporation ("Northeast") and Orwell Natural Gas Company ("Orwell").
Q. Were you present at the Gas Cost Recovery hearing in the above captioned case?
A. Yes, I was present at the hearing held at the offices of the Public Utilities Commission of Ohio ("PUCO") from July 8, 2013 through July 10, 2013.
Q. Were you in the hearing room during the testimony of PUCO Staff witness Heather Lipnis?
A. Yes.
Q. Are you familiar with Ms. Lipnis?
A. Yes. When I was employed by Cobra Pipeline, I would periodically assist and answer questions regarding Orwell and Northeast's GCR filings. Although I was not employed by Orwell or Northeast, I would be periodically asked to assist in various filings by Northeast management,
due to my experience with the filings. Ms. Lipnis also worked on the GCR filings.
Q. Did Ms. Lipnis make any statement during her testimony that you wish to rebut?
A. Yes, Ms. Lipnis stated that I told Dawn Opara (an accountant for the Companies) to increase the GCR estimate for one month and then to report inaccurate GCR numbers for the quarterly true-up for the Actual Adjustment. This never occurred. If I was assisting with a review of the Companies GCR, I would review the GCR estimates to the best of my ability. I never advocated the reporting of any numbers that did not reflect an accurate GCR estimate or Actual Adjustment. Our GCR estimates were always trued-up during the next quarter's Actual Adjustment. I never told anyone to provide false information in the GCR estimate or Actual Adjustment. Furthermore, I understand that if a correction needed to be made to an Actual Adjustment, the Companies would need to petition the PUCO for a correction to the Actual Adjustment as evidenced in the attached correspondence from Orwell to the PUCO (attached hereto as Exhibit 1).
Q. Are you aware of any time during the audit period when Northeast's Actual Adjustment was incorrect?
A. Yes, after Northeast filed the September 2011 Actual Adjustment, it was brought to my attention that Northeast's Actual Adjustment was incorrect (See Exhibit 2). The inaccuracy was brought to the attention of PUCO

Staff member Roger Sarver. (Exhibit 2). He instructed Northeast to not file an Application to correct the error, and instead, the inaccuracy would be corrected during the PUCO audit. (Exhibit 2).
Q. Have you ever attempted to provide false information to the PUCO?
A. No.
Q. Did you ever attempt to have any other Northeast or Orwell employee falsify information submitted to the PUCO?
A. No. I would never personally report any false number, nor would I instruct any employee to report any false number.
Q. Does this conclude your testimony?
A. Yes it does.

## CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served this
I hereby certify that a copy of the foregoing was served this $t$ day of July, 2013 by
electronic mail upon the following:

William A. Wright
Werner L. Margard
Assistant Attorneys General
Public Utilities Section
180 East Broad Street, $6^{\text {th }}$ Floor
Columbus, Ohio 43215
Email: bill.wright@puc.state.oh.us
Email: werner.margard@puc.state.oh.us

Joseph P. Serio
Assistant Consumers' Counsel
Office of the Ohio Consumers' Counsel
10 West Broad Street, Suite 1800
Columbus, Ohio 43215
Email: serio@occ.state.oh.us


## Becky Howell

From: Becky Howell
Sent: Thursday, July 11, 2013 12:21 AM
To:
Subject:
beckyrlh@yahoo.com
Attachments:

## FW: GCR Schedule 3 Correction

GCR Correction letter 2-01-11. doc; Schedule 3 samples.pdf

From: Dawn Opara [mailto:dopara@orweilgas.com]
Sent: Tuesday, February 01, 2011 11:16 AM
To: 'Becky Howell'
Subject: GCR Schedule 3 Correction
Hi, Becky.
Do you want to take a look at the letter I plan on sending to the PUC?
I'm open for comments if you think anything should be added or worded differently.
Thanks,
Dawn N. Opara
Orwell Natural Gas
(440) 974-3770


February 1, 2011
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215
Re: Efror found on Schedule 3 of the January and February Orwell Natural Gas GCR filing.

I am writing to request authorization to ehange the Current Quarterly Actual Adjustment for the March 2011 GCR filing. The adjustment is in effect for Januiary through March, but carries forward an entire year. An error was found that would significantly reduce the adjustment from .5267 to .0972 .

In the GCR filings for October through December 2010, the Schedule 3 imbalance amount correctly shows a reduction for gas purchases which were sold to an outside entity. When Schedule 3 was calculated for January through March 2011, the gas reduction mentioned above was inadvertently reversed resulting in an overstaterment of the Current Quarterly Actual Adjustment.

Enclosed is the original Schedule 3 followed by the proposed, revised Schedute 3 .
I respectfully request that this application be processed as expedient as possible to assure that the requested adjustment be implemented with the March 2011 Orwell GCR filing.

Please contact me with any questions.
Sincerely,

## Dawn N. Opara

Orwell Natural Gas
Accountant
cc:

From: Dawn Opara [mailto:dopara@orweilgas.com]
Sent: Tuesday, March 15, 2011 10:57 AM
To: 'Becky Howell'
Subject: RE: Orwells reported sales on GCR filings
For NEO, in Sept., I used the sales accrual from Anita's sheets. After it was already filed, it was determined that it was incorrect, but I was told to leave it (as opposed to filing an Application to correct it as we just did for Orwell last month). He said that they would adjust for it in the next audit. The accrual was on Schedule 3 for three months and the next time that Schedule 3 was updated, I used the (as it stands now) "correct" way of reporting sales of Daily Invoicing by GCR rate codes less free gas.

For Orwell, I don't believe the sales accrual was ever used. NEO's Schedule 3 gets updated in Sept, Orwell's is updated in Oct. I was already instructed not to use the sales accrual by the time I filed the Oct. Schedule 3 for Orwell.

Dawn N. Opara
Orwell Natural Gas
(440) 974-3770

From: Becky Howell [mailto:bhowell@cobrapipeline.com]
Sent: Tuesday, March.15, 2011 10:21 AM
To: 'Dawn Opara'
Subject: RE: Orwells reported sales on GCR filings
The other day on the phone you told me that Roger said to go ahead and leave the sales accrual that you put into the GCR filing in there, and correct it on the next filing, correct?

From: Dawn Opara [mailto:dopara@orwellgas.com]
Sent: Tuesday, March 15, 2011 9:02 AM
To: 'Becky Howell'
Subject: FW: Orwells reported sales on GCR filings
Becky,
For the audit, I ran the sales reports using <>T*. I have been using that since I started here. Since Nov. of last year, it has been changed to just choosing the GCR rate codes. As noted below, it may or may not cause a variance.

I have a folder called Orwell GCR Audit and I found these spreadsheets in it under Sales along with individually run Daily Invoicing Reports for each month.
I can send the individual months over to you from Navision, but it will be a slow process - but let me know!

Dawn N. Opara
Onwell Natural Gas
(440) 974-3770

From: Becky Howell [mailto:bhowell@cobrapipeline.com]
Sent: Monday, November 29, 2010 1:41 PM
To: 'Dawn Opara'
Cc: 'Robyn Lojek'; 'Tom Smith'; 'Larry Brainard'; anoce@orwellgas.com
Subject: RE: Orwells reported sales on GCR filings

Dawn,

You cannot run a daily invoicing report with a filter <>t* on Orwell. This filter would include LGTS (may or may not have customers in this rate code, but regardless the filter needs changed). You will need to specify each GCR rate code that Orwell has for your filter (ie: SGS|GS|LGS|DEOGCR). I figured the main difference was the free gas.

Becky
From: Dawn Opara [mailto:dopara@orwellgas.com]
Sent: Monday, November 29, 2010 1:28 PM
To: 'Becky Howell'
Cc: 'Robyn Lojek'
Subject: RE: Orwells reported sales on GCR filings
I've attached Orwell March 2009 as an example. The first two pages are the Daily Invoicing report that I ran in June of 2009. As you can see, there is no free gas column on the report and I picked up the Usage Amount, 98,213.5. I just ran the same Daily Invoicing report with the same parameters and free gas is now showing up on the report. Roger is using the Usage Amount minus the Free Gas to come to the 97,964 shown on the audit report. In Sept. 2009, when I ran the April, May and June reports for the GCR was the first time the Free Gas Column began showing up.

Dawn

From: Becky Howell [mailto:bhowell@cobrapipeline.com]
Sent: Monday, November 29, 2010 12:38 PM
To: 'Dawn Opara'
Cc: 'Tom Smith'; 'Larry Brainard'; 'Robyn Lojek'; anoce@orwellgas.com
Subject: Orwells reported sales on GCR filings
Dawn,
Why are we having differences between what is getting filed on the GCR for sales volumes, and the GCR audit? When we run the daily invoicing report at the time of the filing, it should be the exact same report with the exact same numbers that are run months or years later. Is someone back-posting to prior months again? I thought we have Larry lock everyone out so this would not happen. Nov 08 through Mar 10 is really off; or, is this because of the free gas being reported on the GCR?

Robyn,
Are you leaving the free gas volumes off of your over/under schedule?
Becky

## BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Regulation of the ) Purchased Gas Adjustment Clauses Contained Within the Rate Schedules of Northeast Natural Gas Company.

In the Matter of the Regulation of the Purchased Gas Adjustment Clauses Contained Within the Rate Schedules of the Orwell Natural Gas Company and Related Matters.
)
) Case No. 12-209-GA-GCR

# ORWELL NATURAL GAS COMPANY AND NORTHEAST NATURAL GAS COMPANY'S SUPPLEMENTAL RESPONSES TO THE OFFICE OF THE OHIO CONSUMERS' COUNSELS SECOND SET OF INTERROGATORIES 

Orwell Natural Gas Company ("Orwell") and Northeast Natural Gas Company ("Northeast") together (the "Companies") by and through counsel, hereby submit their Supplemental Responses to the Office of the Ohio Consumers' Counsel's ("OCC") Second Set Interrogatories in the above-captioned proceeding. The Companies' responses to these requests are being provided subject to, and without waiver of, the general objections, which objections are incorporated by reference herein from the Companies' Responses to the OCC's Second Set of Interrogatories and Requests for Production, and any specific objections posed in response to an individual interrogatory or data request.


Direct: (614) 334-7197
Zachary D. Kravitz (0084238)
Email: zkravitz@taftlaw.com
Direct: (614) 334-6117
TAFT STETTINIUS \& HOLLISTER LLP
65 East State Street, Suite 1000
Columbus, Ohio 43215
Telephone: (614) 221-2838
Facsimile: (614) 221-2007
Attorneys for Orwell and Northeast.

## INTERROGATORIES

43. Referring to page 13 of the Audit Report, which states that Northeast paid JDOG for non-Cobra local production at the contract price with the producer, plus a premium assessed by JDOG that varied from ten cents to more than a dollar per Mcf:
B. Identify each of the gas purchase agreement(s) governed the price Northeast Ohio Gas paid to JDOG for the non-Cobra local production during the audit period?

## RESPONSE:

Objection, in addition to the General Objections, the Companies object to the Interrogatory because it is vague and ambiguous. Without waiving their objections, the Companies state: see attachments.
50. Referring to the Request for Gas Supply Proposals ("RFPs") conducted by Gas Natural on behalf of Northeast and Orwell;
A. How did Gas Natural develop interest in bidding on the RFP from gas suppliers/marketers;
B. Did Gas Natural submit RFP packets to individual gas suppliers/marketers;
C. If the response to OCC Interrogatory No. $50(\mathrm{~B})$ is affirmative, please identify which gas suppliers/marketers received bid packages;

# GAS SALES CONTRACT <br> SUPERSEDES PRIOR CONTRACT <br> NEW IDENTIFIER: JOHND2008 - INTRASTATEsales - LDCs \#1.1.1 

Page 1 of 3
This contract by and between John D. Oil \& Gas Marketing, LLC ("John D"); Orwell Natural Gas Company ("Orwell"); Northeast Ohio Natural Gas Corp. ("NEO"); and Brainard Gas Corp. ("Brainard") supersedes a Gas Sales Agreement, that commenced on July 1,2008 and which was subsequently assigned the Identifier: JOHND2008 - INTRASTATEsales - LDCs \#1.1. Any payments or liabilities arising under the contract to be terminated shall survive this termination agreement until payment or compensation is remitted to the payee by the payer, pursuant to the terms of JOHND2008 - INTRASTATEsales - LDCs \#1.1.

## RECITALS

Whereas, John D.; Orwell; NEO; and Brainard (jointly, the "Parties") agree to the formation of a service company, to be called Gas Natural Service Company, LLC ("Service Company") that will purchase intrastate natural gas supply from John D. and resell the same to Orwell; NEO; and Brainard;

Whereas, the Parties mutually agree to use the North American Energy Standards Board Wholesale Gas contract (version 2006) (the "NAESB" contract) for their sales and/or purchases with the Service Company; and

Whereas, the Parties acknowledge: (1) that they have entered into Successor Contracts with Service Company (each of which are intended to preserve the price terms and rights of last refusal contained in the superseded contract identified as JOHND2008 - INTRASTATEsales LDCs \#1.1); and (2) that such Successor Contracts are :

## GAS SALES CONTRACT <br> SUPERSEDES PRIOR CONTRACT <br> NEW IDENTIFIER: JOHND2008 - INTRASTATEsales - LDCs \#1.1.1

## Page 2 of 3

IDENTIFIER: JOHND. 2011 - INTRASTATEsales - Service Company \#2 and its Addendum, JOHND2011 - INTRASTATEsales - Service Company \#2.1
and
IDENTIFIER: ServiceCompany2011 - INTRASTATEsales - LDCs \#5; and its Addendum, ServiceCompany2011 - INTRASTATEsales - LDCs \#5.1

Now therefore, the Parties agree to terminate the contract Identified as JOHND2008 Sales - BUYERS \#1, EXCEPT that if any of the contracts or contract addenda listed above are terminated or determined to be invalid the provisions of JOHND2008 - INTRASTATEsales LDCs \#1.1 shall apply to any obligations between the Signatories of the terminated or invalid contract or addendum as if JOHND2008 - INTRASTATEsales - LDCs \#1.1 had never been terminated as to those Signatories.

In witness whereof, the Parties have executed this contract.
This contract may be executed in counterparts, an original of each signed contract to be delivered to each counterparty.

JOHN D OLL \&CAS MARKETING, LLC

## By: Ratseco Nownel

Name: Rebecca Howell
Titte: Controller \& Secretary
Date: $\qquad$


GAS SALES CONTRACT SUPERSEDES PRIOR CONTRACT
NEW IDENTIFIER: JOHND2008 - INTRASTATEsales - LDCs \#1.1.1

Page 3 of 3


## Item 9A. Controls and Procedures.

## Evaluation of Disclosure Controls and Procedures

As of December 31, 2012, we evaluated the effectiveness of the design and operation of our disclosure controls and procedures as defined in Rule 13a-15(e) of the Exchange Act. The evaluation was carried out under the supervision of and with the participation of our management, including our principal executive officer and principal financial officer. Based upon this evaluation, our chief executive officer and chief financial officer each concluded that our disclosure controls and procedures were effective as of December 31, 2012.

## Management's Report on Internal Control over Financial Reporting

Management of Gas Natural Inc. is responsible for establishing and maintaining an adequate system of internal control over financial reporting as such term is defined in Exchange Act Rule 13a-15(f). Our internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of our consolidated financial statements for external purposes in accordance with U.S. generally accepted accounting principles defined in the Exchange Act.
Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements and even when determined to be effective, can only provide reasonable assurance with respect to financial statement preparation and presentation. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

We carried out an evaluation under the supervision and with the participation of our management, including our chief executive officer and chief financial officer, of the effectiveness of our internal control over financial reporting. In making this evaluation, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission for the "Internal Control - Integrated Framework." Based on that evaluation, our management concluded that our internal control over financial reporting was effective as of December 31, 2012.

## Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting during the last fiscal quarter of calendar year 2012, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## Attestation Report of Independent Registered Public Accounting Firm

This Form $10-\mathrm{K}$ does not include an attestation report of our registered public accounting firm regarding internal control over financial reporting. Management's report is not subject to attestation by our registered public accounting firm pursuant to Section 989G of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 .

## Item 9B. Other Information.

None.

## PART III

## Item 10. Directors, Executive Officers and Corporate governance.

Information required by this item is incorporated by reference to the material appearing under the headings "The Board of Directors," "Executive Officers," "Section 16(a) Beneficial Ownership Reporting Compliance," "Code of Ethics," and "Audit Committee Report" in the Proxy Statement for our 2013 Annual Meeting.

## Item 11. Executive Compensation.

Information required by this item is incorporated by reference to the material appearing under the headings "Director Compensation" and "Executive Compensation," in the Proxy Statement for our 2013 Annual Meeting.

## BEFORE

## THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Regulation of the ) Purchased Gas Adjustment Clauses Contained Within the Rate Schedules of Northeast Natural Gas Company.

In the Matter of the Regulation of the Purchased Gas Adjustment Clauses Contained Within the Rate Schedules of the Orwell Natural Gas Company and Related Matters.

Case No. 12-209-GA-GCR

ORWELL NATURAL GAS COMPANY AND NORTHEAST NATURAL GAS COMPANY'S RESPONSES TO THE OFFICE OF THE OHIO CONSUMERS' COUNSEL'S
AMENDED FIRST SET OF INTERROGATORIES, AND
REQUESTS FOR PRODUCTION OF DOCUMENTS

Orwell Natural Gas Company ("Orwell") and Northeast Natural Gas Company ("Northeast") together (the "Companies") by and through counsel, hereby submit their Objections and Responses to the Office of the Ohio Consumers' Counsel's (hereinafter, "OCC") Second Set Interrogatories and Request for Production of Documents in the above-captioned proceeding.

The Companies' responses to these requests are being provided subject to, and without waiver of, the general objections stated below and any specific objections posed in response to an individual interrogatory or data request. The general objections are hereby incorporated by reference, as if fully set forth, into the individual response made to each data request. The Companies' responses
to these data requests are submitted without prejudice to, and without in any respect waiving, any general objections not expressly set forth herein.

The provision of any response below shall not waive the Companies' objections. The responses below, while based on diligent investigation and reasonable inquiry by the Companies' and their counsel, reflect only the current state of the Companies' knowledge, understanding and belief with respect to the matters about which the data requests seek information, based upon the investigation and discovery to date. The Utilities' discovery and investigation are not yet complete and are continuing as of the date of the responses below. The Companies anticipate the possibility that they may discover additional information and/or documents, and without obligating themselves to do so, the Companies reserve the right to continue their discovery and to modify or supplement the responses below with such pertinent information or documents as they may reasonably discover. The responses below are made without prejudice to the Companies' right to rely upon or use subsequently discovered information or documents, or documents or information inadvertently omitted from the responses below as a result of mistake, error, or oversight. The Companies reserve the right to object on appropriate grounds to the use of such information and documents. The fact that the Companies, in the spirit of cooperation, have elected to provide relevant information below in response to OCC's requests shall not constitute or be deemed a waiver of the Companies' objections. The Companies hereby fully preserve all of their objections to the data requests or the use of its responses to the requests for any purpose whatsoever.


Attorneys for Orwell and Northeast.

## GENERAL OBJECTIONS

1. The Companies object to any Interrogatories and Request for Production of Documents as improper, overbroad, and unduly burdensome to the extent that such requests purport to impose upon the Companies any obligations broader than those set forth in the Commission's rules or otherwise permitted by law.
2. The Companies object to the OCC's Interrogatories and Request for Production of Documents and to the OCC's Definitions as improper, overbroad, and unduly burdensome to the extent that such requests improperly seek or purport to require the disclosure of information protected by the attorneyclient privilege, attorney work-product doctrine or any other applicable privilege or doctrine. Such responses as may hereafter be given shall not include any information protected by such privileges or doctrines, and the inadvertent disclosure of such information shall not be deemed as a waiver of any such privilege or doctrine.
3. The Companies object to the OCC's Interrogatories and Request for Production of Documents and to the OCC's Definitions to the extent that they improperly seek or purport to require access to confidential, competitively sensitive, and/or proprietary business information and trade secrets belonging to the Companies. The Companies have made reasonable efforts to maintain the secrecy of this information and such information has an independent economic value from not being generally known to, nor being readily ascertainable through, proper means by others who can fairly and anti-competitively obtain economic
and strategic value from its disclosure or use. The furnishing of responses to these Discovery Requests is not intended, nor should be construed, to waive the Companies' right to protect from disclosure documents and information containing confidential or proprietary trade secrets or business information. The Companies reserve the right to redact from the documents they produce or information they provide any confidential or proprietary business information or trade secrets not relevant to the subject matter of this proceeding.
4. The Companies object to the Interrogatories and Request for Production of Documents to the extent that each request seeks the disclosure of information or documents that are not subject to any obligation of confidentiality owed by the Companies to any third party.
5. The Companies object to the Interrogatories and Request for Production of Documents to the extent that they improperly seek or purport to require the Companies to provide documents and information not in the Companies' possession, custody, or control.
6. The objections and responses set forth herein and documents produced in response hereto are not intended nor should they be construed to waive the Companies' right to object to these requests, responses, or documents, as to their competency, relevancy, materiality, privilege, and admissibility as evidence for any purpose, in or at any hearing of this or any other proceeding.
7. The Companies object to the Interrogatories and Request for Production of Documents to the extent they improperly seek or purport to require
the production of documents or information which is neither relevant nor material to the subject matter of this proceeding nor reasonably calculated to lead to the discovery of admissible evidence.
8. The Companies object to the Interrogatories and Request for Production of Documents and to the OCC's Definitions to the extent they improperly seek or purport to require an analysis, calculation, or compilation which has not been previously performed and which the Companies object to performing.
9. The Companies object to the Interrogatories and Request for Production of Documents and to the OCC's Definitions to the extent they improperly seek or purport to require production of documents in a form other than the form in which such documents are maintained in the regular course of business.
10. The Companies object to the Interrogatories and Request for Production of Documents insofar as they request the production of documents or information that are publicly available or already in the OCC's possession, custody, or control.
11. The Companies object to the Interrogatories and Request for Production of Documents to the extent that such requests are overbroad and unduly burdensome and seek information that is neither relevant nor material to the subject matter of this proceeding, nor reasonably calculated to lead to the discovery of admissible evidence.
12. The Companies object to the Interrogatories and Request for Production of Documents to the extent that such requests are not limited to any stated time period, or such requests identify a stated time period of time that is longer than is relevant for purposes of this docket, as such discovery is unduly broad and overly burdensome.
13. The Companies object to the Interrogatories and Request for Production of Documents to the extent they are vague, ambiguous, use terms that are subject to multiple interpretations but are not properly defined for purposes of these Interrogatories or Request for Production of Documents, or otherwise provide no basis from which Companies can determine what information is sought.
14. The objections and responses set forth herein are not intended nor they should be construed to waive the Companies' right to object to other discovery involving or relating to the subject matter of these requests, responses, or documents produced in response hereto.
15. The Companies' agreement to respond to a particular request should not be construed to mean that any documents or information responsive to the request exists.
16. The Companies object to each and every data request to the extent that such requests are overbroad and unduly burdensome and seek information that is neither relevant nor material to the subject matter of this proceeding, nor reasonably calculated to lead to the discovery of admissible evidence.

## INTERROGATORIES

40. Please provide an explanation of the specific steps that Gas Natural personnel took to support procurement activities for Northeast and Orwell during the Audit Period?

## RESPONSE:

Subject to, and without waiving, the General Objections, the Companies state that

Gas Natural Service Company ("GNSC") had no involvement in the procurement process for NEO \& Orwell in gathering or selecting bids. GNSC was put into place beginning May 2011 to review gas purchases against nomination/confirmations and gas purchase contracts and to assure the proper procedures and documentation were followed. Beginning in January 2013, GNSC also began preparing a gas purchase price comparison analysis to confirm the local production gas purchased from related parties is purchased at a competitive price.

## Prepared by Jennifer Castner

41. Referring to the response to OCC Interrogatory No. 40, please identify each individual Gas Natural employee that provided support, identify each employees job title and description, and provide a detailed description of the action that each employee took in support of Northeast and Orwell's gas procurement activities during the Audit Period.

## RESPONSE:

Subject to, and without waiving, the General Objections, the Companies state: Jennifer Castner, Accounting Manager. Further answering, no employees of GNSC took action in support of Northeast and Orwell's gas procurement activities during the Audit Period.

## Prepared by Jennifer Castner

42. What is the basis for the claim by Northeast and Orwell that natural gas for customers was procured at the lowest prices available during the Audit Period?

## RESPONSE:

Objection, in addition to the General Objections, the Companies object because the Companies have not claimed that natural gas for customers was procured at the lowest prices available during the Audit Period. Further answering, see the pre-filed testimony of Ed Overcast.
43. Referring to page 13 of the Audit Report, which states that Northeast paid JDOG for non-Cobra local production at the contract price with the producer, plus a premium assessed by JDOG that varied from ten cents to more than a dollar per Mcf:
A. How did Northeast and JDOG determine what premium Northeast would pay on each purchase of non-Cobra local production; and
B. Identify each of the gas purchase agreement(s) governed the price Northeast Ohio Gas paid to JDOG for the non-Cobra local production during the audit period?

## RESPONSE:

A. Objection, in addition to the General Objections, the Companies object to the Interrogatory because it requires the Companies to speculate with respect to JDOG's business practices. Additionally, the Companies object to the Interrogatory because the term "premium" is undefined and because it relies on the disputed factual premise that Northeast paid a premium to JDOG on each purchase of non-Cobra local production.
B. Objection, in addition to the General Objections, the Companies object to the Interrogatory because it is vague and ambiguous. Without waiving their objections, the Companies state they will supplement the response to Interrogatory No. 43(B).

## Prepared by Stephanie Patton and Martin Whelan

44. During the Audit Period, what volume of natural gas was received by Northeast, by month, for each of the following types of supply:
A. Local production delivered through Cobra Pipeline;
B. Local production, excluding Cobra deliveries;
C. Interstate or intrastate gas deliveries through Dominion East Ohio Gas;
D. Interstate gas deliveries through Columbia Gas Transmission;
E. Interstate gas deliveries through Tennessee Gas Pipeline
F. Interstate gas deliveries through Orwell Trumbull Pipeline; and
G. Intrastate gas deliveries through Orwell Trumbull Pipeline?

## RESPONSE:

Subject to, and without waiving, the General Objections, the Companies state:
See Exhibit 1.

## Prepared by Anita Noce

45. Referring to the responses to OCC Interrogatory No. 39, for each type of supply, how much gas (in MCF) was purchased from someone other than JDOG?

## RESPONSE:

Subject to, and without waiving, the General Objections, the Companies state:
See Exhibit 1.

## Prepared by Anita Noce

46. During the Audit Period, what volume of natural gas was received by Orwell, by month, for each of the following types of supply:
A. Local production delivered through Cobra Pipeline;
B. Local production, excluding Cobra deliveries;
C. Interstate or intrastate gas deliveries through Dominion East Ohio Gas;
D. Interstate gas deliveries through Columbia Gas Transmission;
E. Interstate gas deliveries through Tennessee Gas Pipeline;
F. Interstate gas deliveries through Orwell Trumbull Pipeline; and
G. Intrastate gas deliveries through Orwell Trumbull Pipeline?

## RESPONSE:

Subject to, and without waiving, the General Objections, the Companies state:
See Exhibit 2.

## Prepared by Anita Noce

47. Referring to the responses to OCC Interrogatory No. 46, for each type of supply, how much gas was purchased from someone other than JDOG, by month, during the audit period?

## RESPONSE:

Subject to, and without waiving, the General Objections, the Companies state:
See Exhibit 2.

## Prepared by Anita Noce

48. What was the cost of Northeast gas purchases, by month, during the audit period (broken down by commodity, transportation and shrinkage) for:
A. Local production delivered through Cobra Pipeline;
B. Local production, excluding Cobra deliveries;
C. Interstate or intrastate gas deliveries through Dominion East Ohio Gas;
D. Interstate gas deliveries through Columbia Gas Transmission;
E. Interstate gas deliveries through Tennessee Gas Pipeline
F. Interstate gas deliveries through Orwell Trumbull Pipeline; and
G. Intrastate gas deliveries through Orwell-Trumbull Pipeline?

## RESPONSE:

Subject to, and without waiving, the General Objections, the Companies state:
See Exhibit 1.

## Prepared by Anita Noce

49. What was the cost of Orwell gas purchases, by month, during the audit period (broken down by commodity, transportation and shrinkage) for:
A. Local production delivered through Cobra Pipeline;
B. Local production, excluding Cobra deliveries;
C. Interstate or intrastate gas deliveries through Dominion East Ohio Gas;
D. Interstate gas deliveries through Columbia Gas Transmission;
E. Interstate gas deliveries through Tennessee Gas Pipeline;
F. Interstate gas deliveries through Orwell Trumbull Pipeline and
G. Intrastate gas deliveries through Orwell Trumbull Pipeline?

## RESPONSE:

Subject to, and without waiving, the General Objections, the Companies state:
See Exhibit 2.
Prepared by Anita Noce
50. Referring to the Request for Gas Supply Proposals ("RFPs") conducted by Gas Natural on behalf of Northeast and Orwell;
A. How did Gas Natural develop interest in bidding on the RFP from gas suppliers/marketers;
B. Did Gas Natural submit RFP packets to individual gas suppliers/marketers:
C. If the response to OCC Interrogatory No. 50 (B) is affirmative, please identify which gas suppliers/marketers received bid packages;
D. How may gas suppliers/marketers submitted Attachment A, the Bidder Pre-Qualification Agreement;
E. Referring to the response to OCC Interrogatory No. 50 (D), please identify the gas suppliers/marketers;
F. Did Gas Natural, Orwell and/or Northeast do any follow-up with any gas suppliers/marketers who exhibited an interest in the RFP, but did not submit a bid;
G. If the response to OCC Interrogatory No. $50(\mathrm{~F})$, is negative, please explain why there was no follow-ups conducted; and
H. If the response to OCC interrogatory No. $50(\mathrm{~F})$, is positive, please identify those gas suppliers/marketers?

## RESPONSE:

Subject to, and without waiving the General Objections, the Companies state that they will supplement the response to Interrogatory No. 50. Further answering, see the pre-filed testimony of Martin K.Whelan.
51. Referring to page 14 of the Audit Report which states that for the last 6 months of the Orwell audit, local production gas deliveries to Orwell we reduced in order to increase local production gas deliveries to a large transportation customer:
A. Who had the contractual obligation to sell gas to the transportation customer, Orwell, JDOG, or some other party;
B. Identify the contract with the large transportation customer that allowed for natural gas deliveries to the customer;
C. What was the volume of natural gas delivered to the large transportation customer, by month, during the audit period;
D. Identify the gas marketers providing natural gas to customers served by Orwell's distribution system; and
E. Identify the gas marketers providing natural gas to customers served by Northeast's distribution system.

## RESPONSE:

Objection, in addition to the General Objections, the Companies object to the Interrogatory because it is vague, ambiguous and requires the Companies to speculate. Further answering, the PUCO Staff Report does not identify the "large transportation customer," and therefore, the Companies do not have sufficient information to answer the Interrogatory.
D. \& E. Gas marketers include Constellation, Glacial, Energy America, IGS, Stand Energy, Compass Energy, Power Resources
52. Referring to page 16 of the Audit Report which shows the pricing provisions between NEO and JDOG as follows:

The price to be paid by NEO to Seller for the natural gas delivered to NEO at the Delivery Points during the term shall be the greater of (a) NYMEX plus seventy-five cents (\$0.75) per Thousand Cubic feet ("Mcf") plus any applicable transportation costs, shrinkage costs and taxes or (b) market price, plus any applicable transportation costs, shrinkage and taxes.
A. What was the total volume of natural gas purchased by Northeast under this agreement, by month, during the audit period;
B. What was the amount of gas purchased at market price, plus applicable transport, shrinkage and taxes, by month, during the audit period;
C. For the gas purchased in (b), what was the average price of gas for each month of the audit period;
D. What was the amount of gas purchased at NYMEX plus $\$ 0.75$ per Mcf plus applicable transport, shrinkage and taxes during the audit period;
E. For the gas purchased in (d), what was the average price of gas purchased by Northeast for each month of the audit period;
F. Did Northeast also pay JDOG an agency fee for all gas purchased under this agreement;
G. If the response to (d) is affirmative, what was the agency fee rate, on a cents per Mcf basis, for all gas delivered under this agreement; and
H. Identify the gas purchase agreement.

## RESPONSE:

Objection, in addition to the General Objections, the Companies object to the Interrogatory because it is overbroad and unduly burdensome, and because it is duplicative. Without waiving their objections, the Companies state: See Exhibit

1. Further answering:
F. No.
G. Not Applicable.

## Prepared by Anita Noce

53. Referring to page 17 of the Audit Report which states that for the first 12 months of the audit period, Northeast included free gas in its monthly sales volumes:
A. How much free gas did Northeast include in its monthly sales volumes, for each month of this 12 month period (September 2009

- August 2010); and
B. What percentage of the total reported monthly sales volumes did the free gas represent, for each month of the 12 month period?


## RESPONSE:

Subject to, and without waiving, the General Objections, the Companies state:
A. 17,142 Mcf of free gas.
B. $1 \%$.

Prepared by Anita Noce
54. Referring to page 17 of the Audit Report which states that for three months of the audit period (October 2011 - December 2011), Orwell included free gas in its monthly sales volumes:
A. How much free gas did Orwell include in its monthly sales volumes, for each month of this 3 month period; and
B. What percentage of the total reported monthly sales volumes did the free gas represent, for each month of the 3 month period?

## RESPONSE:

Subject to, and without waiving, the General Objections, the Companies state:
A. 2,052 Mcf of free gas.
B. $1 \%$.

Prepared by Anita Noce
55. Referring to page 17 of the Audit Report which states that Northeast's purchase volumes were less than its sales volumes:
A. What was the total purchased volume of natural gas for each month of the audit period;
B. What was the total sales volume of natural gas for each month of the audit period; and
C. How was Northeast able to sell more gas during the audit period than it purchased?

## RESPONSE:

Subject to, and without waiving, the General Objections, the Companies state:
A. See Exhibit 1.

## Prepared by Anita Noce

B. See Exhibit 1.

## Prepared by Anita Noce

C. At the beginning of the audit period, Northeast Ohio had a storage/imbalance positive balance of $270,005 \mathrm{Dth}$. At the end of the audit period, Northeast Ohio had a storage/imbalance positive balance of 32,285 Dth. Northeast Ohio had a withdrawal of 237,720 Dth during the audit period. This is gas that had been purchased prior to the beginning of the audit period, and, as a result, Northeast Ohio did not have to purchase this gas during the audit period.

## Prepared by Stephanie Patton

56. Referring to page 20 of the Audit Report where Staff calculates that the combined premiums paid to JDOG by Northeast for both Cobra and nonCobra local purchases results in a total of at least $\$ 1,147,605$ for the audit period:
A. What were the total actual premiums paid by Northeast to JDOG for both Cobra and non-Cobra local purchases for the audit period;
B. Identify the agreement(s) with JDOG that covered the gas purchases by Northeast;
C. Did Northeast purchase any local production from anyone other than JDOG during the audit period;
D. If the response to OCC Interrogatory No. 56 (B) is affirmative, please identify the other suppliers and the gas purchase agreements under which the purchases were made;
E. Does Northeast pay JDOG a service fee of $\$ 0.15$ per Mcf for all local production purchased on behalf of Northeast; and
F. If the response to OCC Interrogatory No. 56(E) is affirmative, please identify the contract that allows JDOG to charge a service fee of $\$ 0.15$ per Mcf for local production gas?

## RESPONSE:

Objection, in addition to the General Objections, the Companies object to the Interrogatory because it requires the Companies to speculate with respect to JDOG's business practices. Additionally, the Companies object to the

Interrogatory because the term "premium" is undefined and because it relies on the disputed factual premise that Northeast paid a premium to JDOG. Without waiving their objections, the Companies state:
A. See Objections. Further answering, the Companies state NEO paid JDOG pursuant to the terms of its contract with JDOG.
B) See Exhibit 3 to the Companies' Responses to OCC's First Amended Set of Interrogatories.
C) Yes.
D) Answering under the assumption that the OCC intended to refer to the Companies' Response to Interrogatory 56(C), the Companies state: Great Plains Exploration, Kidron Pipeline, John D. Oil \& Gas Co., John D. Resources, OSAIR, and Mentor Resources LLC.
E) $\quad$ No.
F) Not Applicable.

## Prepared by Larry Brainard

57. Referring to page 20 of the Audit Report where Staff states that the $\$ 1.147$ million premium Northeast paid JDOG for Cobra and non-Cobra local purchases was for approximately 1.22 Bcf of natural gas, which represents an average premium of $\$ 0.94$ per Mcf, why did Northeast agree to pay JDOG a premium of $\$ 0.94$ per Mcf for local production gas, instead of just a $\$ 0.15$ per Mcf service fee Northeast pays JDOG for purchasing interstate gas.

## RESPONSE:

Objection, in addition to the General Objections, the Companies object to the Interrogatory because it requires the Companies to speculate with respect to JDOG's business practices. Additionally, the Companies object to the Interrogatory because the term "premium" is undefined and because it relies on the disputed factual premise that Northeast paid a premium to JDOG.
58. Referring to page 21 of the Audit Report, where Staff found that Northeast's purchases of local production was more expensive than interstate gas:
A. What was Northeast's average cost for all local production during the audit period;
B. What was Northeast's average cost for all interstate gas during the audit period;
C. What was Orwell's average cost for all local production during the audit period; and
D. What was Orwell's average cost for all interstate gas during the audit period?

## RESPONSE:

Subject to, and without waiving, the General Objections, the Companies state:
See Ed Overcast's price comparison spreadsheet included in the pre-filed testimony.
59. Referring to page 13 of the Audit Report where Staff discusses the Cobra Churchtown processing charge and the Cobra tariff:
A. Does JDOG include a processing charge for local production purchased on the Churchtown system;
B. If the response to OCC Interrogatory No. 59 (A) is affirmative, is the processing fee charged on all local production sourced on the Cobra Churchtown system;
C. How much does JDOG charge for the processing fee for natural gas sourced on the Churchtown system;
D. Does JDOG receive the liquids from the processing plant;
E. Does JDOG receive thermally equivalent quantities of natural gas from Cobra;
F. If the response to OCC Interrogatory No. 59 (E) is affirmative, does JDOG deliver the thermally equivalent quantities of natural gas (from the high Btu gas delivered to the processing plant) to Northeast;
G. If the response to OCC Interrogatory No. $59(F)$ is negative, please explain why JDOG does not deliver the equivalent quantities of natural gas from the processing plant to Northeast; and
H. If the response to OCC Interrogatory No. 59 ( F ) is affirmative, does JDOG deliver the thermally equivalent quantities of natural gas for the cost of transporting the gas to Northeast?

## RESPONSE:

Objection, in addition to the General Objections, the Companies object to the Interrogatory because it requires the Companies to speculate as to information within the control of non-parties whose documents, communications, and deliberations are not within the Companies' possession, custody and control. Further answering, the Companies will supplement the Response to Interrogatory No. 59.
60. Does Northeast provide natural gas distribution service to any customer from pipeline systems that are served $100 \%$ by local production?

## RESPONSE:

Subject to and without waiving the General Objections, the Companies state:
Yes.
Prepared by Martin Whelan
61. If the response to OCC Interrogatory No. 60 is affirmative, please list the number of customers, by class and by distribution system, the annual volumes delivered, and a description of the distribution system(s).

## RESPONSE:

Subject to, and without waiving, the General Objections, the Companies state:
There are approximately 185 customers served by Gatherco.
Annual usage $=500$ to $7,000 \mathrm{Mcf}$.
There are 11 customers in the Roberts Lane system served by Hutton
Exploration. Annual usage $=50$ to 200 Mcf .
There are 42 customers in the Pheasant Ridge system served by Hutton
Exploration. Annual Usage $=100$ to 700 Mcf .
There are 64 customers in the North Lawrence system served by Enervest (formerly Great Lakes Energy).

Annual usage $=400$ to $2,500 \mathrm{Mcf}$.
There are 22 farm tap customers served by Enervest (formerly Great Lakes
Energy) in various regions of Northeast Ohio.
Annual Usage $=100$ to 500 Mcf.
Prepared by Stephanie Patton
62. Does Orwell provide natural gas distribution service to any customer from pipeline systems that are served $100 \%$ by local production?

## RESPONSE:

Subject to and without waiving the General Objections, the Companies state:
Yes.

## Prepared by Larry Brainard

63. If the response to OCC Interrogatory No. 62 is affirmative, please list the number of customers, by class and by distribution system, the annual volumes delivered, and a description of the distribution system(s).

## RESPONSE:

Subject to, and without waiving, the General Objections, the Companies state:
There are two customers that are served $100 \%$ by local production:
Carter Greenhouse Farm Tap (Sys. 601), Commercial Customer supplied by Inervest Annual usage = approximately 299 Mcf.

King Farm Tap (Sys. 602), Residential customer supplied by Petrox.
Annual usage $=$ approximately 67 Mcf.

## Prepared by Larry Brainard

## REQUESTS FOR PRODUCTION OF DOCUMENTS

RPD-6. Referring to OCC Interrogatory No. 22, provide a list of each nonCobra local production purchase Northeast Ohio Gas made from JDOG and the amount of premium paid for each purchase during the audit period.

## RESPONSE:

Objection, in addition to the General Objections, the Companies object to the Request for Production because it requires the Companies to speculate with respect to JDOG's business practices. Additionally, the Companies object to the Request for Production because the term "premium" is undefined and because it relies on the disputed factual premise that Northeast paid a premium to JDOG. Without waiving their objections, the Companies will provide a list of each nonCobra local production purchase NEO made from JDOG.

RPD-7. Please provide the organization chart, by individual and title, for Northeast.

Subject to, and without waiving, the General Objections, the Companies will produce the organizational chart, which is attached hereto as Exhibit 3.

RPD-8. Please provide the organization chart, by individual and title, for Orwell.

Subject to, and without waiving, the General Objections, the Companies will produce the organizational chart, which is attached hereto as Exhibit 3.

RPD-9. Pleas provide a copy of the contract to supply natural gas to the large transportation customer referred to in OCC Interrogatory No. 51 .

See Response to Interrogatory No. 51.

RPD-10. For each month of the audit period, provide a copy of each invoice received by Orwell from JDOG and each invoice received from Gas Natural.

Objection, in addition to the General Objections, the Companies object to the Request for Production because it is overbroad and unduly burdensome. Without waiving these objections, the Companies state that they will make these documents available for inspection and copy at an agreed upon time between the parties.

RPD-11. For each month of the audit period, provide a copy of each invoice received by Northeast from JDOG and each invoice received from Gas Natural.

Objection, in addition to the General Objections, the Companies object to the Request for Production because it is overbroad and unduly burdensome.

Without waiving these objections, the Companies state that they will make these documents available for inspection and copy at an agreed upon time between the parties.


Attorneys for Orwell and Northeast

## CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was served this $1 s^{7}$ day of
June, 2013 by electronic mail or hand delivery upon the following:

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