

FILE

**PUCO EXHIBIT FILING**

Date of Hearing: April 5, 2018

Case No. 17-2168-GA-CSS

PUCO Case Caption: \_\_\_\_\_

Suburban Natural Gas Company

Columbia Gas<sup>vs.</sup> of Ohio, Inc.

Volume III

List of exhibits being filed:

\* Public Exhibits: Suburban Ex. 5, 32-34, 40

Columbia Ex. 6

• Columbia Ex. 6 "Confidential" designation was waived.

The Attorney Examiner wants the entire exhibit filed publicly.

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BEFORE THE  
PUBLIC UTILITIES COMMISSION OF OHIO

- - -

Suburban Natural Gas	:	
Company,	:	
	:	
Complainant,	:	
	:	
vs.	:	Case No. 17-2168-GA-CSS
	:	
Columbia Gas of Ohio,	:	
Inc.,	:	
	:	
Respondent.	:	

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DEPOSITION

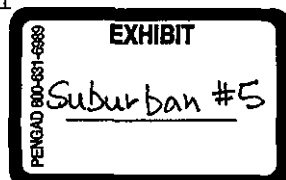
of Jeffrey A. Thompson, taken before me, Carolyn M. Burke, Registered Professional Reporter and Notary Public in and for the State of Ohio, at the offices of PulteGroup, Inc., 475 Metro Place South, Suite 200, Dublin, Ohio, on Tuesday, March 13, 2018, at 2:53 p.m.

- - -

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1 APPEARANCES:

2 Whitt Sturtevant, LLP  
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5 Columbus, Ohio 43215

6 On behalf of the Complainant Suburban  
7 Natural Gas Company.

8 Porter Wright Morris & Arthur, LLP  
9 By Mark S. Stemm, Esq.  
10 41 South High Street  
11 Columbus, Ohio 43215-6194

12 On behalf of the Respondent Columbia Gas  
13 of Ohio, Inc.

14 Isaac Wiles Burkholder & Teetor, LLC  
15 By Molly R. Gwin, Esq.  
16 Two Miranova Place, Suite 700  
17 Columbus, Ohio 43215

18 On behalf of PulteGroup, Inc., and  
19 Jeffrey Thompson.

20 ALSO PRESENT:

21 Andrew J. Sonderman, Suburban Natural Gas  
22 Company;  
23 Zach McPherson, NiSource  
24

- - -

## INDEX

- - -

## WITNESS

## PAGE

Jeffrey Thompson

Examination by Mr. Whitt

5

Examination by Mr. Stemm

56

- - -

## THOMPSON EXHIBITS

## IDENTIFIED

1 - Excerpted pages from  
PulteGroup Inc.'s 10-K  
for the fiscal year ended  
December 31, 2017

10

2 - Brochures for Enclave Model,  
Highlands Model, Reserve Model,  
and the Retreat Model,  
dated 3/21/2017

18

3 - Calendar invite for meeting on  
4/13/2017

27

4 - E-mail correspondence between  
Joe Codispoti and Jeffrey Thompson,  
dated May 8, 2017  
Subject: Re: Glennross South

28

5 - E-mail correspondence from  
Joe Codispoti to Joel West and  
Jeffrey Thompson, with attachments,  
dated October 4, 2017  
Subject: Glennross

29

6 - E-mail correspondence between  
Joe Codispoti, Joel West, and  
Jeffrey Thompson,  
dated October 4 and 5, 2017  
Subject: Glennross

34

7 - Subpoena Duces Tecum  
to Jeff Thompson

39

## INDEX (Continued)

- - -

## THOMPSON EXHIBITS

## IDENTIFIED

- 8 - E-mail correspondence between Joe Codispoti, Joel West, and Jeffrey Thompson, dated October 5, 2017  
Subject: RE: Glennross 41
- 9 - E-mail correspondence from Donna Young to Jeffrey Thompson and Joel West, dated October 10, 2017  
Subject: Glenross South 42
- 10 - Memorandum by Aaron Roll, dated October 13, 2017 46
- 11 - Residential Subdivision Natural Gas Load Form 48
- 12 - Load Form 48
- 13 - Brochures for Enclave Model, Highlands Model, Reserve Model, and the Retreat Model, dated 11/1/2017 49

- - -

Tuesday Afternoon Session,  
March 13, 2018.

- - -

JEFFREY A. THOMPSON

being first duly sworn, as prescribed by law, was  
examined and testified as follows:

EXAMINATION

By Mr. Whitt:

Q. Good afternoon. Could you state your  
full name for the record and give us your business  
address, please.

A. Jeffrey A. Thompson. We are at 475 Metro  
Place South, Dublin, Ohio.

Q. Mr. Thompson, have you had your  
deposition taken before?

A. No.

Q. Okay. Let me go over just a few rules.  
I know you've probably talked with your Counsel.  
First, it's important that you listen to my  
questions, and if you don't understand a question,  
let me know and I'll try to rephrase it or repeat the  
question if I have to. Okay?

A. Okay.

Q. Second, it's important that you answer

1 verbally, yes or no, or whatever your answer is,  
2 because the court reporter can't take down nods of  
3 the head or gestures, okay?

4 And finally, if you need a break at any  
5 time, just let us know, we'll take a break. The only  
6 rule is we don't take breaks when there's a question  
7 pending, unless I'm getting into a matter of  
8 attorney-client privilege. Otherwise, we'll take as  
9 many breaks as we need to.

10 Has your Counsel informed you that our  
11 case that we're here for today is scheduled for  
12 hearing starting Tuesday, April 3rd of 2018?

13 A. I didn't know the date, but I was aware  
14 that it was going to probably move on.

15 Q. Okay. A PUCO hearing is like a civil  
16 trial, but there's a strong likelihood we'll submit a  
17 transcript of today's deposition into the case record  
18 instead of bringing you downtown to testify. I  
19 assume you wouldn't have a problem with that?

20 A. No.

21 Q. Do you understand that if we follow  
22 through with that procedure, that the Commission may  
23 be relying on the testimony you're going to give  
24 today as it decides this case?

1 A. Yes.

2 Q. Okay. Let me ask a few background  
3 questions. What is your title?

4 A. Land Superintendent.

5 Q. What are your job responsibilities?

6 A. Developing property to be able to sell  
7 homes; that being infrastructure, taking it all the  
8 way through the bonding period with the  
9 municipalities.

10 Q. How long have you been with Pulte?

11 A. Pulte took us over just a little over  
12 3-1/2 years ago; but with Dominion, when Pulte took  
13 us over, 17 years.

14 Q. When you say "when Pulte took us over,"  
15 are you referring to Dominion Homes?

16 A. Correct, yes.

17 Q. Okay. And that was 3-1/2 years ago?

18 A. Yes. I think it was in August, but I  
19 think it was like 3-1/2 years.

20 Q. And were you with Dominion, did you say,  
21 17 years?

22 A. I was with them for 14 years --

23 Q. I understand.

24 A. -- when Pulte purchased us.



1           Q.    Do you have a certain geographic area of  
2           responsibility for Pulte?

3           A.    Yes.  I have the north area, which would  
4           be Sunbury, Delaware, Marysville.

5           Q.    Is that also an area that you covered  
6           when you were with Dominion Homes?

7           A.    Yes.

8           Q.    What did you do before you worked for  
9           Dominion?

10          A.    I worked for a geotechnical firm.

11          Q.    What was the name of the firm?

12          A.    Geotechnical Consultants; GCI.

13          Q.    Where are they located?

14          A.    They're in Westerville.

15          Q.    Any jobs before that?

16          A.    I worked for another geotechnical firm,  
17          BBC&M.  They're in Dublin.

18          Q.    When you say "geotechnical," what do you  
19          mean?

20          A.    Mostly just geotechnical would be, you  
21          know, ground conditions, building fills for pads for  
22          construction.  So geotechnical would have been just  
23          the construction side.

24          Q.    I understand.

1 Anything before BBC&M?

2 A. That was pretty much everything.

3 Q. Are you a college graduate?

4 A. I am, yes.

5 Q. Where did you earn your degree?

6 A. Mount Vernon Nazarene.

7 Q. What is your degree?

8 A. My degree was a non-teaching track,  
9 business minor.

10 Q. Non-teaching track, business minor?

11 A. Correct, uh-huh.

12 Q. Is that a BBA or a BA?

13 A. BA.

14 Q. Are Pulte's operations in Ohio part of  
15 the PulteGroup enterprise?

16 A. Yes.

17 Q. Okay. I understand PulteGroup is a  
18 public company; is that correct?

19 A. Yes.

20 Q. Do you own shares?

21 A. Do I personally? No.

22 Q. Okay. Do you follow the company's stock  
23 price?

24 A. You know what, can I retract that? My

1 wife did buy. We do have Pulte shares.

2 Q. Part of retirement --

3 A. Yeah, it's 401(k).

4 Q. I understand.

5 A. Yeah.

6 Q. Do you follow Pulte's stock price?

7 A. Yes.

8 Q. Are you generally familiar with Pulte's  
9 overall financial conditions and operations? Not  
10 that you would know the balance sheet and income  
11 statement numbers, but generally whether they're  
12 doing well or not?

13 A. Just what was reported to us during our  
14 quarterly meetings.

15 MR. WHITT: Let's mark this as Exhibit 1.

16 (EXHIBIT MARKED FOR IDENTIFICATION.)

17 Q. I've handed you a document marked as  
18 Exhibit 1. Before I ask about the document, have you  
19 read PulteGroup's most recent Annual Report?

20 A. No.

21 Q. Okay. I'll represent to you, sir, that  
22 Exhibit 1 is a couple of pages excerpted from  
23 PulteGroup's 10-K that I got off of the website, a  
24 link from Pulte's website. And I just had really a

1     few questions so we can understand who PulteGroup is  
2     and whether what has been reported is consistent with  
3     your understanding.

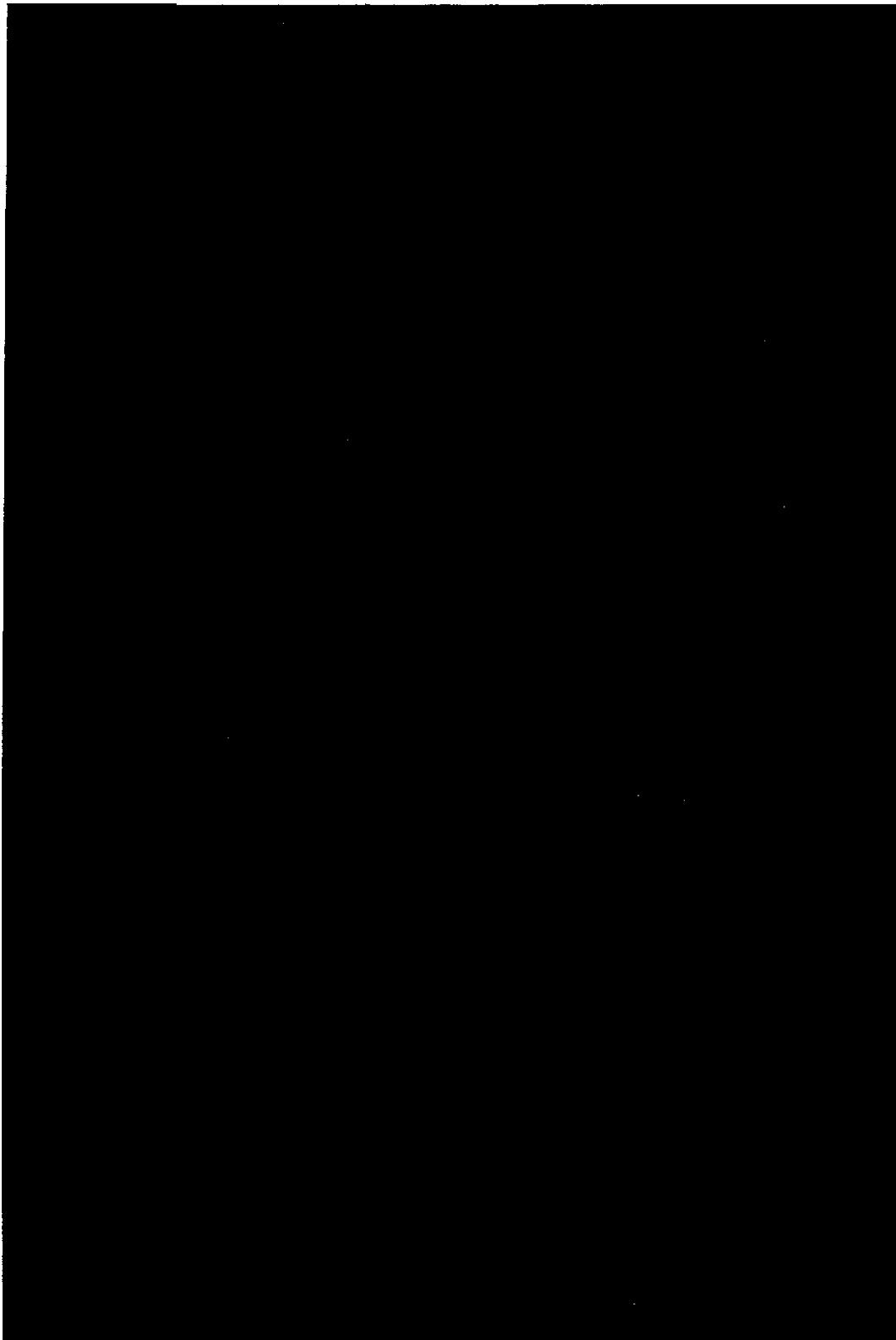
4             MS. GWIN: I'm just going to object to  
5     the extent he doesn't have personal knowledge of  
6     this, but go ahead.

7             Q.     Is it your understanding that PulteGroup,  
8     Inc. is headquartered in Atlanta, Georgia?

9             A.     Yes.

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19 Q. Okay. Is it fair to say that Pulte does  
20 a lot of business with Columbia Gas of Ohio?

21 A. Yes.

22 Q. Roughly how many developments have you  
23 worked on with Columbia?

24 A. In 17 years, I have -- I can't tell you a

1 number. I have no idea the number.

2 Q. Okay. And I don't want to -- Pulte has  
3 produced documents in response to our subpoena, and  
4 those documents covered, I think, a two-year time  
5 period, and it seemed as if there were maybe at least  
6 two dozen different developments that Pulte and  
7 Columbia had worked on. Just by order of magnitude,  
8 would that strike you as correct?

9 A. That's correct, yeah.

10 Q. Okay. You indicated you also worked with  
11 Columbia when you were with Dominion Homes?

12 A. Yes.

13 Q. Would that be in the same geographic area  
14 that you're working in currently?

15 A. No. I had the whole state -- or, the  
16 whole market back when we were Dominion.

17 Q. What was Dominion's market?

18 A. Dominion's geographically?

19 Q. Yes.

20 A. We were in Lancaster, all the way up into  
21 Pataskala, Pickerington, City of Columbus, South  
22 Bloomfield, and then the ones that I mentioned  
23 earlier, being Sunbury and Delaware and Marysville.

24 Q. And is it the case Pulte has also done

1 business with Suburban, correct?

2 A. Yes.

3 Q. Do you know roughly how many developments  
4 you've worked on with Suburban?

5 A. Probably five. Five or six. They were  
6 all in that Delaware area.

7 Q. I'm going to test your memory here and  
8 see if you can remember the subdivisions.

9 A. The subdivisions? Olentangy Meadows,  
10 Glen Oaks -- and when I say "five or six," multiple  
11 section phases within a community -- Glenross, and  
12 that's it, I believe.

13 Q. Those three and maybe some others?

14 A. Yeah. There might have been one or two  
15 that I'm missing. But of, like, Glenross, there  
16 was, you know, six different phases within that  
17 community, and Olentangy had four or five.

18 Q. In your dealings with Suburban, did you  
19 ever encounter any problems with the company?

20 A. My communication with Suburban has been  
21 really good over the last 17 years. We did have a  
22 couple issues that we worked through in the field.

23 Q. Is there a person that you interact with  
24 primarily at Suburban?



1           A.    Yes.   Aaron Roll.   He's who I sign the  
2           jobs up with and get on the schedule.

3           Q.    And in terms of the issue you had alluded  
4           to that you said you were able to work through, what  
5           was that about?

6           A.    Just some conduit that was dug through  
7           when we put the gas line in.

8           Q.    Where was this project or subdivision?

9           A.    That was at Glen Oak.

10          Q.    Was it an issue that was out of the  
11          ordinary for the type of work that you do, or one of  
12          those things that just happens?

13          A.    Yeah, just happens.

14          Q.    Okay.   Have you found Suburban to be  
15          responsive to you in their business dealings?

16          A.    Yes.

17          Q.    Do you consider Suburban to be competent  
18          at what it does?

19          A.    Yes.

20          Q.    Do you consider Mr. Roll or others you  
21          have worked with at Suburban to be professional?

22          A.    Yes.

23          Q.    Have you ever heard Mr. Roll or anyone  
24          else at Suburban badmouth Columbia?

1 A. No.

2 Q. My understanding of the Glenross  
3 community is that there are 10 phases on the north  
4 side of the road; is that correct?

5 A. That's correct.

6 Q. And the Glenross phases on the north side  
7 of Cheshire Road are served by Suburban, correct?

8 A. Yes.

9 Q. Did you work with Suburban in getting gas  
10 to that subdivision?

11 A. Yes.

12 Q. And Columbia has decided -- I'm sorry.  
13 Suburban has decided to work with  
14 Columbia to get gas service to the south side of  
15 Cheshire Road for developments starting with Phase 11  
16 at Glenross; is that correct?

17 A. Did you say Suburban worked with Columbia  
18 Gas?

19 Q. If I did, then I was wrong.

20 Let me try again.

21 Pulte has decided to work with Columbia  
22 for the phases on the south side of Cheshire Road,  
23 starting with Phase 11; is that correct?

24 A. Yes.

1 (EXHIBIT MARKED FOR IDENTIFICATION.)

2 Q. The court reporter has handed you what  
3 we've marked as Exhibit 2. Are these brochures  
4 prepared by Pulte for homes that it either has  
5 constructed or intends to construct in the Glenross  
6 development?

7 A. I don't deal with the brochures, so I  
8 don't know what we give out to the potential  
9 homeowner.

10 Q. Okay. Do you know whether -- do you know  
11 what type of homes Pulte plans to build in Phase 11?

12 A. Yes.

13 Q. What do you know about them?

14 A. Just the style, but I don't know what the  
15 floor plans look like. We just call it different  
16 series of homes. A slab-on-grade or single-family is  
17 pretty much the way I communicate with my group, but  
18 I don't know all the, you know, the names of all of  
19 our floor plans.

20 Q. Can you describe generally, in terms of  
21 square footage, what the size of the homes will be?

22 A. I don't know that.

23 Q. Will they be single-family homes?

24 A. They'll be a dual-community. It will be

1 single-family and the 55-plus which is our  
2 slab-on-grade home.

3 Q. What do you mean by "slab-on-grade"?

4 A. It's what we call our "Empty Nester  
5 Series." It doesn't have a basement.

6 Q. Will the units in Phase 11 be smaller or  
7 larger than what has already been built in Phase 10?

8 A. About the same size from my  
9 understanding. I'm not positive on that.

10 Q. Do you know what the general price range  
11 will be for the homes on the south side of Cheshire?

12 A. I don't.

13 Q. Is there a certain demographic the homes  
14 are targeted for?

15 A. The slab one would be the 55-plus.

16 Q. And the single-family I'm assuming for  
17 families?

18 A. Correct.

19 Q. Had you ever talked with Mr. Roll or  
20 anyone else at Suburban about Suburban serving  
21 Phase 11?

22 A. I did, yes.

23 Q. Who did you talk to?

24 A. Aaron. Aaron Roll.

1 Q. What did you talk about?

2 A. Just what we needed to do to get service  
3 over to the south side of Cheshire.

4 Q. When were those discussions?

5 A. Probably finished it up, it would have  
6 been, gosh, 2017, probably early. Actually, it  
7 probably would have been like November of 2016 to  
8 kind of give him a head's up. Usually I give him a  
9 little bit of a forecast of what our two-year plan  
10 looks like, so they know what to gauge for.

11 Q. Did you reach out to Mr. Roll and let him  
12 know that Pulte was going to move forward with  
13 Phase 11 and you wanted to know, at least  
14 preliminarily, what would be involved in getting gas  
15 service?

16 A. Yes.

17 Q. And that was in the late 2016, early 2017  
18 period?

19 A. Yes.

20 Q. What did Mr. Roll tell you?

21 A. That he could service us. Obviously I  
22 knew that before I asked that question, so it was  
23 just primarily a chance to get out in front of it  
24 with them and their schedule.

1           Q.    Did Mr. Roll provide you any figures or  
2           schedules in terms of "This is what it will cost and  
3           this is how long it will take" or any of that sort of  
4           detail?

5           A.    No.

6           Q.    Had you asked for that?

7           A.    No, because we don't -- usually we don't  
8           pay a deposit, so there's usually no exchange of  
9           money prior to the start of a job.

10          Q.    When you say you don't usually pay a  
11          deposit, has that been your experience with Suburban  
12          or your experience generally with Pulte?

13          A.    I don't understand. With Pulte and  
14          Suburban, it's been the way it's been for 17 years.

15          Q.    Okay. So in late 2016, early '17, you  
16          let Mr. Roll know that Columbia was going to -- did I  
17          just use the wrong names again?

18          A.    Yes.

19               MR. SONDERMAN: I don't want to kick you,  
20          Mark.

21               (Laughter.)

22               MR. WHITT: Well, you can kick me.

23               (Laughter.)

24          Q.    I'm just getting ready to move to a new

1 topic and wanted to wrap up where we were.

2 If I'm understanding you correctly, in  
3 late 2016 or early 2017, you reached out to Mr. Roll  
4 at Suburban to let him know that Pulte was going to  
5 be moving forward with Phase 11 at Glenross, correct?

6 A. Yes.

7 Q. At some point, Columbia came into the  
8 picture, correct?

9 A. Yes.

10 Q. Tell me how that arose.

11 A. Just over the years, any projects,  
12 Columbia Gas will discuss with me their availability.  
13 So I host a Monthly Utility Meeting with Columbia  
14 Gas, and during one of our discussions they asked to  
15 see if they could put some stuff together, some  
16 numbers together for us that might help us use  
17 Columbia Gas in that area.

18 Q. What is the Monthly Utility Meeting?

19 A. It consists of our schedules, updates,  
20 when gas is needed, when streets are going to be  
21 paved.

22 Q. And you have one of these monthly  
23 meetings with Columbia?

24 A. Yes.

1           Q.    And I take it that's necessary given the  
2 volume of projects in which Pulte and Columbia are  
3 involved?

4           A.    Yes.

5           Q.    And someone raised the topic with you of  
6 potentially serving Glenross at one of these  
7 meetings?

8           A.    Yes.

9           Q.    Who was that person?

10          A.    Donna Young.

11          Q.    What did she tell you, as best you can  
12 recall?

13          A.    She just mentioned she would like a  
14 courtesy look at the community and wondered if we  
15 would entertain that.

16          Q.    And obviously you did. What happened  
17 next?

18          A.    Then she provided us with some numbers  
19 because of the rebate that the closings generate.

20          Q.    Do you understand the rebates to be part  
21 of Columbia's EfficiencyCrafted Homes program?

22          A.    Yes.

23          Q.    Did Ms. Young give you this information  
24 about the rebates in writing?



1           A.    It was in writing.

2           Q.    Was it in an e-mail? Tell me about the  
3           format.

4           A.    Just on a legal pad. Just wrote down  
5           some figures.

6           Q.    Handwritten?

7           A.    Handwritten, yes.

8           Q.    What did the figures indicate?

9           A.    I -- I don't have those.

10          Q.    When you say she provided figures, what  
11          was she trying to show you? The rebates that had  
12          been paid or --

13          A.    What the potential rebate would be in  
14          that section phase of the community or at build-out  
15          of that side of the road.

16          Q.    Do you recall generally what that figure  
17          was?

18          A.    Just from e-mails, but I don't -- I gave  
19          that to senior management for their decision.

20          Q.    Was it a six-figure amount?

21          A.    Yes, I believe it was.

22          Q.    For just Phase 11 or all of the south  
23          side?

24          A.    Everything on the south side for a total

1 build-out.

2 Q. Had you provided any information to  
3 Ms. Young about the anticipated construction before  
4 she gave you these figures about the rebate  
5 potential?

6 A. Can you ask that one more time, please?

7 MR. WHITT: Could you read that?

8 (Record read.)

9 A. Yeah, we would have exchanged information  
10 prior to the number.

11 Q. What type of information?

12 A. Just the total of homes.

13 Q. I'm not sure if I asked the time period  
14 of your initial interaction with Ms. Young on this  
15 topic. Would that have been early 2017?

16 A. Yes.

17 Q. And was it also early 2017 when the  
18 exchange of information occurred that you've been  
19 talking about?

20 A. Yes.

21 Q. What information did Pulte provide to  
22 Columbia?

23 A. The total number of homes on that side of  
24 the road.

1 Q. Anything else?

2 A. I believe that would have been it.

3 Q. Did Pulte provide any information about  
4 code standards or construction methods or anything of  
5 that nature?

6 A. I don't know what was exchanged after I  
7 handed it off.

8 Q. Who did you hand it off to?

9 A. Steven Peck.

10 Q. Who is Mr. Peck?

11 A. He's -- what's his title. He's my boss.

12 Q. Who's Joel West?

13 A. Joel West is Land Manager.

14 Q. Does he manage a different area than you?

15 A. He kind of oversees -- gosh, how do I  
16 tell you. I mean, he does HOA, he does erosion  
17 control. He's not directly my boss, but he attends  
18 the meetings because he does updates with our  
19 secretary.

20 Q. I understand. Does he also report to  
21 Mr. Peck?

22 A. Yes.

23 (EXHIBIT MARKED FOR IDENTIFICATION.)

24 Q. I've handed you what we've marked as

1 Exhibit 3. Can you identify this document as a  
2 calendar invite for a meeting with Columbia?

3 A. Yes.

4 Q. And this would have been a meeting,  
5 according to the invite, April 13th of 2017, correct?

6 A. Yes.

7 Q. What was this meeting about?

8 A. I'm trying to -- it says, "Meet with Jeff  
9 and Et El regarding Glenn Ross...." I don't know  
10 who -- I don't know what that is regarding.

11 Q. I was going to ask you if that perhaps  
12 meant "et al."? I don't want to suggest that's what  
13 it is if it isn't, but . . .

14 A. Yeah, I have no idea.

15 "Invitation: Meet with Jeff and Et El  
16 regarding Glenn Ross...." I don't know who those  
17 initials are.

18 Q. Do you --

19 A. Because I know the meetings -- who sent  
20 this? The organizer was Donna Young.

21 We may have met, but I don't recall that  
22 and even what it would have been about. I mean, it  
23 does say "regarding Glenn Ross South," but I'm not  
24 sure.

1           Q.   Is it fair to say that you met with  
2           someone at Columbia in April about something having  
3           to do with Glenross?

4           A.   Yes.

5                   (EXHIBIT MARKED FOR IDENTIFICATION.)

6           Q.   I've handed you what we've marked as  
7           Exhibit 4, and let me direct you about just a little  
8           more than halfway down the page to the part of the  
9           e-mail chain which appears to be from Joe Codispoti  
10          at Columbia, to you. Do you see where I'm referring  
11          to?

12          A.   Yeah. Uh-huh.

13          Q.   And Mr. Codispoti is telling you, "Good  
14          morning, Jeff. I wanted to be sure I kept you in the  
15          loop regarding our progress concerning Glenross  
16          South." Do you see that?

17          A.   Yes.

18          Q.   What progress on what was he referring  
19          to?

20          A.   Probably with gaining permits from the  
21          City of Delaware.

22          Q.   Permits for what?

23          A.   To be able to install within the public  
24          right-of-way along Cheshire Road.

1           Q.    Had a decision been made by Pulte, as of  
2   May 8th, 2017, to have Columbia serve the south side  
3   of Cheshire Road?

4           A.    I don't remember when the dates were that  
5   that was finally approved, because this probably was  
6   at the beginning stage of just getting the permits.  
7   We allowed -- we allowed Columbia Gas to proceed with  
8   trying to obtain that information, and I'm thinking  
9   after the May date was when we decided that we were  
10   going to go with Columbia Gas.

11          Q.    Okay.  On Exhibit 4, just above the  
12   e-mail from Mr. Codispoti to you, it looks like you  
13   replied, "Thanks....Still waiting on Steve Peck."  Do  
14   you see that?

15          A.    Yes.  Uh-huh.

16          Q.    Would this suggest that Mr. Peck needed  
17   to weigh in on a final decision?

18          A.    That's correct.  That would relate back  
19   to my earlier comment that we wouldn't have approved  
20   Columbia Gas at this time until I would have gotten  
21   something back from Steve.

22                   (EXHIBIT MARKED FOR IDENTIFICATION.)

23          Q.    Sir, can you identify Exhibit 5 as an  
24   e-mail and attachments sent to you by Mr. Codispoti,

1       regarding plans for the installation of gas  
2       facilities to serve the south phase of Glenross?

3             A.    Yes.

4             Q.    And Exhibit 5, it appears this  
5       communication was sent to you on October 4, 2017,  
6       correct?

7             A.    Yes.

8             Q.    Had a decision been made by October 4 of  
9       2017 to proceed with Columbia?

10            A.    Yes.

11            Q.    Whose decision was it?

12            A.    Senior management.

13            Q.    Who among senior management?

14            A.    I don't know who Steve and those guys  
15       talked to. I don't -- I'm not in those meetings when  
16       they took it to what we call an "OPS meeting" at  
17       Pulte, and then it's decided by a group of people,  
18       but I don't know who all attends those meetings.

19            Q.    But it would have included at least Steve  
20       Peck?

21            A.    I don't know if Steve attends those or  
22       not.

23            Q.    If you'll refer with me to the second  
24       page of Exhibit 5. This page appears to reflect

1 Pulte's site plan, correct?

2 A. Yes.

3 Q. And if we look toward the right side of  
4 the page, there's a reference to Section 9 and  
5 Section 10. Do you see that?

6 A. Uh-huh. Yes.

7 Q. Sections 9 and 10 are served by Suburban,  
8 correct?

9 A. Yes.

10 Q. And do you see Cheshire Road indicated on  
11 this map between Section 10 and Section 15?

12 A. Yes.

13 Q. And all of the sections that are shaded  
14 on this map will be served by Columbia, correct?

15 A. Yes.

16 Q. And Columbia was furnishing information  
17 to you to basically show how Columbia anticipated  
18 meeting the service need, correct?

19 A. Yes.

20 Q. We'll go to the third page of Exhibit 5.  
21 These are the plans Columbia gave Pulte, showing  
22 facilities that Columbia intended to install to serve  
23 Glenross, correct?

24 A. Yes.



1           Q.    And if you look in the Project Summary  
2   Table, there is a figure for the length and size of  
3   pipe to be installed. Do you see that?

4           A.    Uh-huh. Yes.

5           Q.    And I will say that this is challenging  
6   me. Maybe you have a better prescription on your  
7   glasses than I do. But it seems that for the length  
8   of pipe, Columbia is indicating either 6,765 feet or  
9   6,795 feet. Do you see that?

10          A.    I see 6,765.

11          Q.    I'm willing to take your word that it's  
12   65 and not 95.

13                So Columbia needed to install 6,765 feet  
14   of 8-inch pipe within the blocked area shown on its  
15   site plan, which is the area along Cheshire Road,  
16   correct?

17          A.    Yes.

18          Q.    Have you worked on any other projects  
19   with Columbia that required an extension of that  
20   length?

21          A.    Yes.

22          Q.    Which ones?

23          A.    I can't recall the subdivisions, but  
24   we've had to run main to get to Vinmar Farms.

1 Q. Is that a development in Delaware County?

2 A. That is Delaware County.

3 Q. Is that served by Columbia?

4 A. Yes.

5 Q. Do you know approximately when that  
6 extension was performed?

7 A. No. Well -- 2005.

8 Q. Between 2005 and 2017, had you worked on  
9 any projects with Columbia that required a main  
10 extension of this length?

11 A. No.

12 Q. If you go about six or seven more pages  
13 into Exhibit 5, you'll come to another cover sheet  
14 that appears to be for the piping of the development.  
15 Is that what that page shows?

16 A. Yes.

17 Q. And in the Project Summary Table, the  
18 facilities required shows a mixture of 2-inch and  
19 8-inch pipe, totaling 3,380 feet. Do you see that?

20 A. Yes.

21 Q. And that would be in addition to the  
22 6,700-plus feet we just talked about, correct?

23 A. Yes.

24 Q. Would you expect that Phases 12 through

1 15 will require approximately the same amount of pipe  
2 for the homes themselves?

3 A. I don't know.

4 Q. But the plan Columbia sent you, reflects  
5 Columbia's intent to install over 10,000 feet of pipe  
6 to serve Phase 11 of Glenross, correct?

7 A. Yes.

8 (EXHIBIT MARKED FOR IDENTIFICATION.)

9 Q. I've handed you what has been marked as  
10 Exhibit 6. It appears to be a continuation of the  
11 e-mail exchange that we just talked about in  
12 Exhibit 5, and there's a note from Joel West to Joe  
13 Codispoti and you, about some work that needed to be  
14 done at Glenross, correct?

15 A. Yes.

16 Q. And Mr. West indicates, "It appears that  
17 you have a lot of directional bore to do, so good  
18 luck to you." Do you see that?

19 A. Yes.

20 Q. Do you know what he was referring to?

21 A. No.

22 Q. By "you," do you understand that to mean  
23 Columbia had directional boring to do?

24 A. Yes.

1           Q.   Mr. West also indicates, "You mentioned  
2   this install will be at no cost to Pulte. Will this  
3   be true for all of our future phases on this South  
4   side of Cheshire?" Do you see that?

5           A.   Yes.

6           Q.   Do you know what Mr. West was talking  
7   about?

8           A.   No.

9           Q.   Did you talk to anyone at Columbia about  
10   the installation of facilities being at no cost?

11          A.   Yes.

12          Q.   Who did you talk to?

13          A.   I don't know if it was Joe or Donna.

14          Q.   What did you talk about?

15          A.   Just the future deposits required was not  
16   going to be a -- Pulte would not be paying for  
17   anything.

18          Q.   When you say, "Pulte would not be paying  
19   for anything," are you referring just to a deposit,  
20   or any cost responsibility for the extension or  
21   piping the development?

22          A.   It would be a deposit.

23          Q.   Pulte did not pay a deposit for the  
24   Columbia main extension along Cheshire Road?

1           A.    That's correct, yes.

2           Q.    Did Pulte pay a deposit for any of the  
3 work to be done in piping the subdivision?

4           A.    No.

5           Q.    Will Pulte be paying for any of the work  
6 necessary to pipe the subdivision?

7           A.    I don't know.

8           Q.    Tell me about your conversation with  
9 either Joe or Donna about the deposit issue.

10          A.    Those discussions were with either Steve  
11 or Joel.

12          Q.    Were you involved in those discussions?

13          A.    No. There was a few other meetings I was  
14 not involved in.

15          Q.    Well, my question is: Did you personally  
16 participate in or witness discussions with Columbia  
17 about there being no deposit for the Cheshire Road  
18 main extension?

19          A.    No, I didn't participate.

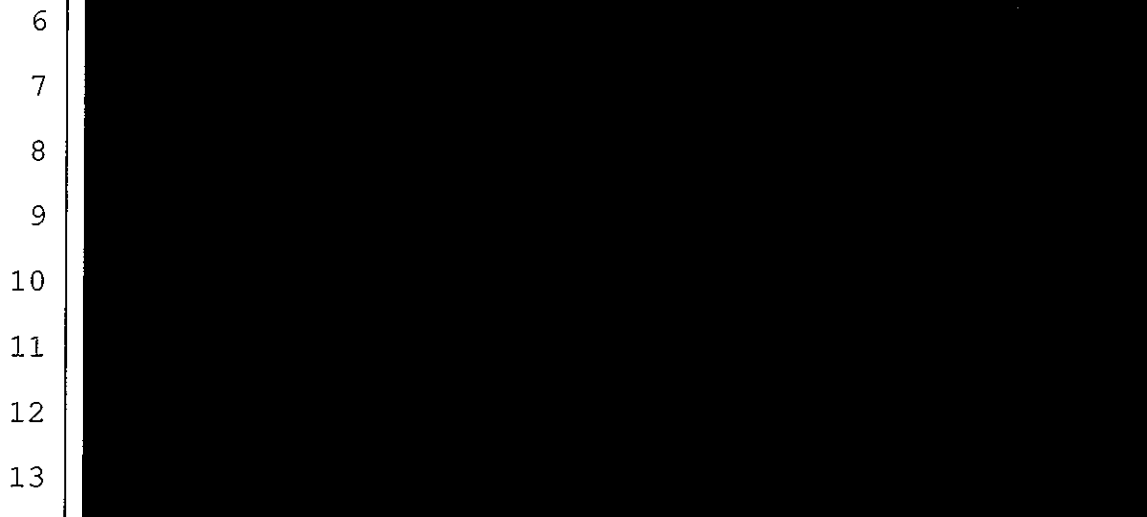
20          Q.    Were you present when that subject was  
21 discussed between anyone at Pulte and anyone at  
22 Columbia?

23          A.    No.

24          Q.    I thought I heard you say earlier that

1     you had talked to either Joe or Donna about that  
2     subject.

3             A.    It may have been brought up at the very  
4     beginning, but I wasn't involved with the final call  
5     on whether there would be a deposit or not.



14            Q.    You're saying most of the time when  
15     Columbia has to do a main extension, Pulte does not  
16     pay a deposit? Is that your testimony?

17            A.    No. Their main line is typically in our  
18     communities or near our communities, so there's not a  
19     main line extension; it's just a service off of it  
20     into the community.

21            Q.    Understood.

22                    When a main line extension is necessary,  
23     does Pulte typically pay a deposit in those  
24     instances?

1           A.    Since this is my second one, I don't know  
2           what the first one back at Vinmar Farms required.

3           Q.    Your second one what?

4           A.    Where they did a main line extension.  
5           From your previous question, what other communities  
6           was I involved in back when I -- I think I said '05.  
7           I wasn't involved with that part of the discussion if  
8           deposits were ever needed.

9           Q.    Were you involved in a main line  
10          extension for Liberty Trace?

11          A.    Not that I'm aware of.

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[REDACTED]

Q. Okay. If we looked in the materials that Pulte produced to us, we could look at the Line Extension Agreements between Pulte and Columbia, and tell whether a deposit was required, couldn't we?

A. I'm sure you could, yes.

Q. I haven't found one where a deposit for a line extension was not required; perhaps I didn't look hard enough. My question simply is: Do you know, have I missed something, is there some other project where there was a line extension, no deposit paid?

MS. GWIN: Same objection, asked and answered. And you didn't ask for those documents with your subpoena.

MR. WHITT: All right. Well, let's mark the subpoena. Let's find the subpoena.

(EXHIBIT MARKED FOR IDENTIFICATION.)

Q. Sir, can you identify Exhibit 7 as the subpoena you received in this case?

A. Yes.

Q. Okay. Is there a Line Extension Agreement between Columbia and Pulte Homes for the main extension on Cheshire Road?



1 A. Yes.

2 Q. You've seen that?

3 A. I've not seen it, but for them to be  
4 moving forward I'm sure there is one, but I haven't  
5 seen it.

6 Q. Would you be surprised if there were not  
7 a Line Extension Agreement for that extension?

8 A. No. I don't know.

9 Q. Well, it seems like -- is it ordinarily  
10 the case that when there is a main line extension,  
11 Columbia prepares a Main Line Extension Agreement for  
12 the developer to execute?

13 A. That would be above me. I wouldn't see  
14 that.

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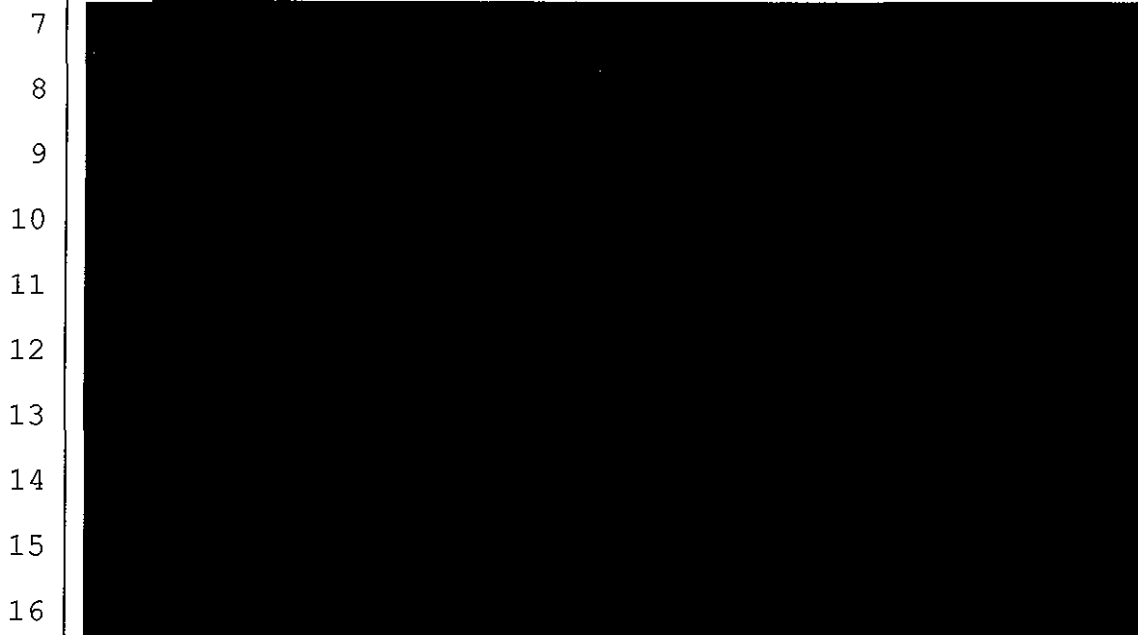
23 Q. Okay. Is it your experience that  
24 Columbia will just go ahead and do a main line

1 extension without requiring an agreement from Pulte  
2 to pay a deposit?

3 A. I don't know.

4 Q. Has that ever happened?

5 A. That goes above me. I don't know who  
6 gets those extension requirements or requests.



17 MS. GWIN: When we get to a good stopping  
18 point, can we take a small break?

19 MR. WHITT: As soon as I'm done with this  
20 exhibit.

21 MS. GWIN: Thank you.

22 (EXHIBIT MARKED FOR IDENTIFICATION.)

23 Q. (By Mr. Whitt) I've handed you what we've  
24 marked as Exhibit 8. Do you recognize this as an

1 e-mail you were copied on in correspondence between  
2 Mr. Codispoti and Mr. West?

3 A. Yes.

4 Q. And Mr. West is being informed that there  
5 is no cost for the line extension for either Phase 11  
6 or any future phases on the south side of Cheshire  
7 Road, correct?

8 A. Correct.

9 Q. And did you discuss this with anyone  
10 within Pulte about the fact that there would be zero  
11 cost?

12 A. No.

13 MR. WHITT: Counsel, let's go ahead and  
14 take a break.

15 MS. GWIN: Thank you.

16 (Recess taken.)

17 (EXHIBIT MARKED FOR IDENTIFICATION.)

18 Q. (By Mr. Whitt) Mr. Thompson, I've handed  
19 you what we've marked as Exhibit 9. Can you identify  
20 this document as a copy of an e-mail sent to you and  
21 Mr. West by Donna Young?

22 A. Yes.

23 Q. And the second paragraph of the e-mail  
24 says, "I know timing is super important and Joe put

1 things in motion so we can get out of the gate  
2 quickly." What was the timing issue referred to  
3 here?

4 A. Having gas to the community by a given  
5 date.

6 Q. What is that date?

7 A. It was December of 2017.

8 Q. Was gas needed in Phase 11 by December of  
9 2017?

10 A. No. We just needed to make sure that we  
11 had it, because I didn't know when we would sell a  
12 home. And I had it paved in November and anticipated  
13 a model being dug in June.

14 Q. June of when?

15 A. '18. 2018.

16 Q. So there's not even a model there yet?

17 A. There is one under construction. I don't  
18 know if it's a model, but there's a home under  
19 construction now.

20 Q. Are there any homes completed in  
21 Phase 11?

22 A. No.

23 Q. Is there more than one home under  
24 construction currently in Phase 11?

1 A. No.

2 Q. Do you know why there was discussion of  
3 Columbia adding a second crew to get the install  
4 expedited?

5 A. Because of the need-by date.

6 Q. Needed by whom?

7 A. Dominion. December of 2017. Or, Pulte,  
8 I'm sorry.

9 Q. To serve what?

10 A. At that time, homes.

11 Q. Had ground been broken on any home, as of  
12 the end of December 2017, in Phase 11?

13 A. No.

14 Q. Do you know why Columbia referred to the  
15 timing as critical?

16 A. Yes, because of the anticipation of  
17 sales.

18 Q. For the homes for which ground hadn't  
19 been broken?

20 A. That's correct, yes.

21 Q. Did you talk to Columbia about concerns  
22 that Suburban might object to the main line  
23 extension?

24 A. No.

1 Q. Did you talk to Columbia about the need  
2 to expedite the project in order to have the work  
3 finished before Suburban could obtain an injunction?

4 A. No.

5 Q. Did it seem that Columbia was giving more  
6 attention to the Glenross South project than other  
7 projects it has been involved in with Pulte?

8 A. I have no idea.

9 Q. Was this just an ordinary, routine  
10 project, as far as you knew?

11 A. Yes.

12 Q. Does Pulte have a Plan B in the event the  
13 PUCO decides that Columbia cannot serve the south  
14 side of Cheshire Road?

15 A. Not that I'm aware of, no.

16 Q. Did the topic of Suburban come up at all  
17 in your discussions with Columbia?

18 A. Not with my discussions, no.

19 Q. Are you aware of discussions that were  
20 had between Pulte and Columbia concerning Suburban?

21 A. No.

22 Q. Were you then completely shocked that  
23 Suburban filed its case against Columbia?

24 A. Yes.

1 Q. Did Pulte ask Columbia for concessions in  
2 order to allow Columbia to serve the south side of  
3 Cheshire Road?

4 A. No.

5 (EXHIBIT MARKED FOR IDENTIFICATION.)

6 Q. I've handed you a document marked as  
7 Exhibit 10, and I'll ask you just to take as much  
8 time as you need to familiarize yourself or read the  
9 document.

10 And let me know when you're finished too.  
11 There's no rush.

12 A. I'm good.

13 Q. Does the memorandum I've handed you,  
14 marked as Exhibit 10, accurately reflect your  
15 discussion with Mr. Roll?

16 A. Yes.

17 Q. Are any important details of that  
18 discussion left out of this memo?

19 A. When he called me, he just discussed that  
20 there was issues, that this was probably going to be  
21 a legal case since Columbia was there.

22 Q. Okay. Anything else?

23 A. No.

24 Q. Is it the case then that builder rebates

1 or incentives were a deciding factor for Pulte in  
2 choosing Columbia?

3 A. Yes.

4 Q. Was Columbia's decision not to charge a  
5 deposit for the main extension also a factor?

6 A. I don't know.

7 Q. Did Columbia promote the builder rebates  
8 to Pulte as an incentive for Pulte to choose Columbia  
9 as the gas provider?

10 A. Yes.

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10 (EXHIBIT MARKED FOR IDENTIFICATION.)

11 Q. Handing you, sir, what I've marked as  
12 Exhibit 11. Have you seen this form before?

13 A. I have not.

14 Q. Is this not a form you would typically  
15 receive in your dealings with Columbia?

16 A. Pulte may, but I wouldn't receive it.

17 (EXHIBIT MARKED FOR IDENTIFICATION.)

18 Q. Okay. Same question for Exhibit 12.  
19 Have you seen this form or a form like it before?

20 A. I have seen it, yes.

21 Q. In what context?

22 A. Just in an e-mail. Somebody else fills  
23 this out.

24 Q. Is this a Load Form that Columbia Gas

1 will send to Pulte?

2 A. Yes.

3 Q. Do these forms usually get filled out in  
4 the ordinary course of working with Columbia?

5 A. Yes.

6 Q. Have you seen this form completed for the  
7 Glenross project?

8 A. No.

9 Q. Do you know whether the form was  
10 completed?

11 A. I don't.

12 Q. Do you know whether Pulte made any design  
13 changes in the homes it intended to build at Glenross  
14 South as a consequence of choosing Columbia as the  
15 gas provider?

16 A. I don't know.

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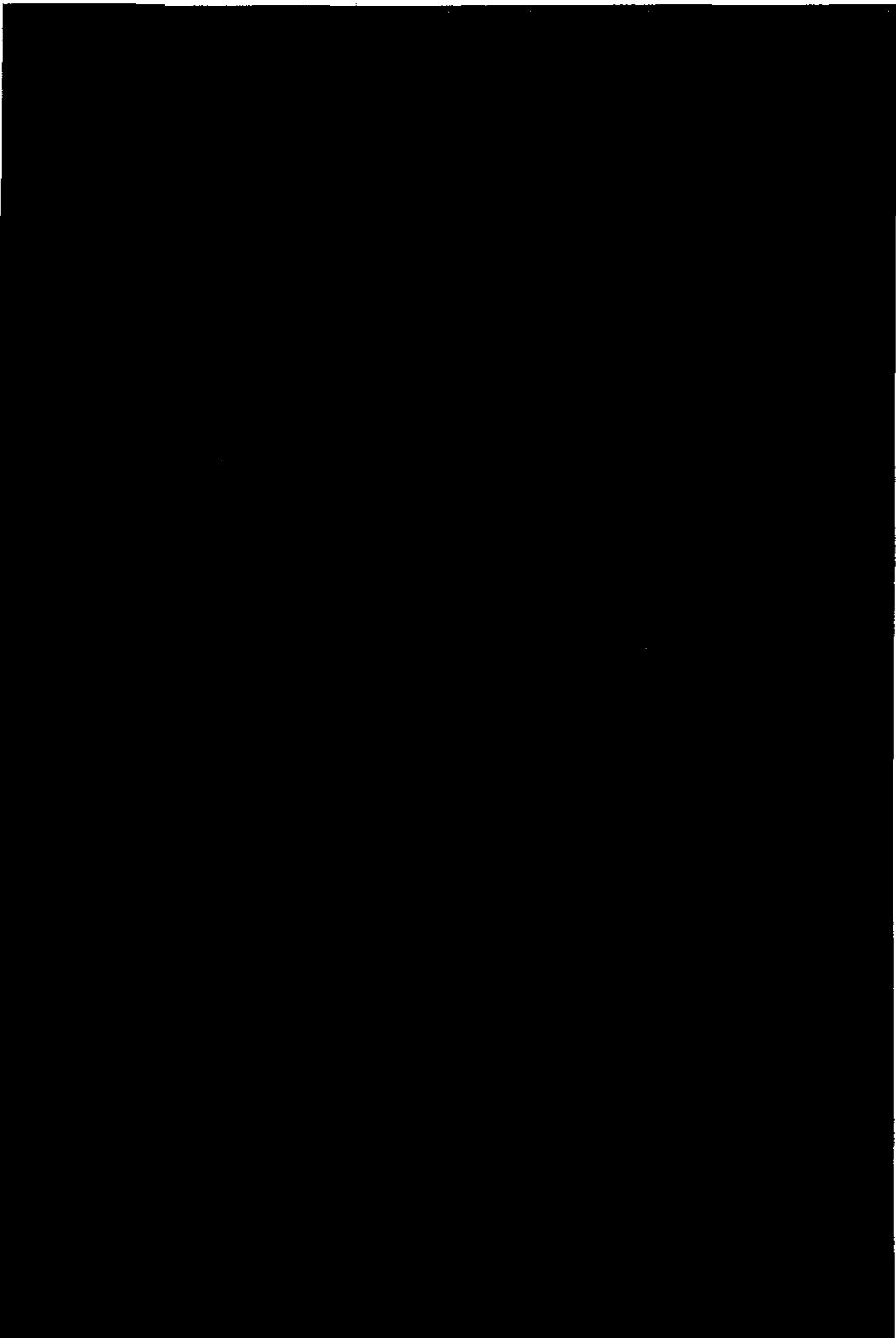
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Q. Okay. Now, sir, we've discussed e-mails that you either received or wrote between or starting around the April/May of 2017 time period, correct?

A. Yes.

Q. And then I also showed you the e-mail you were copied on in Exhibit 9, dated October 10th, 2017. Do you see that?

A. I'd have to go back.

Yes.

Q. Were you involved in the Glenross project

1       between May and October of 2017?

2               A.    Yes.

3               Q.    Did you communicate with Columbia by  
4       e-mail about the project during that time?

5               A.    I don't recall.

6               Q.    Did Columbia warn you about keeping  
7       e-mails?

8               A.    No.

9               Q.    Did Columbia ask or suggest that you  
10      delete any e-mails or other writings?

11              A.    No.

12              Q.    Did you delete any e-mails that you had  
13      with Columbia about the Glenross project?

14              A.    No.

15              Q.    I may be getting outside of your area of  
16      expertise here and, if I am, just let me know, but  
17      are you at least vaguely familiar with the Ohio  
18      Residential Building Code?

19              A.    No.

20              Q.    Okay. Have you heard of the  
21      International Energy Conservation Code?

22              A.    No.

23              Q.    Is it fair to assume that the houses  
24      Pulte built on the north side of Cheshire Road were

1 built to Ohio Building Code requirements?

2 MR. STEMM: Objection to form.

3 A. No idea.

4 Q. Would you assume that to be the case that  
5 Pulte has built --

6 A. I wouldn't assume.

7 Q. Does Pulte have a policy about whether it  
8 will build to applicable codes?

9 A. I'm sure they do, but I'm not in the  
10 building side of the business.

11 Q. Okay. Do you know if there is or will be  
12 any difference in the energy efficiency of homes  
13 built on the north side of Cheshire Road versus the  
14 south side?

15 A. No idea.

16 Q. Is Pulte currently building in any  
17 subdivisions served by Suburban?

18 A. Yes.

19 Q. Which ones?

20 A. Glenross 8. Let me start over. 6, 7, 8,  
21 and 10.

22 Q. Do you know whether the homes being built  
23 in Phases 6, 7, 8, and 10, are built to any different  
24 standards or requirements than the homes that will be

1 built in Phase 11?

2 A. I don't know.

3 Q. Does Pulte build in other developments  
4 where Columbia is not the gas provider?

5 A. Yes.

6 Q. Does Pulte build in other developments  
7 served by a gas provider that does not offer builder  
8 rebates?

9 A. Yes.

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16 Q. As far as you know, do Columbia's rebates  
17 have any influence at all on how Pulte designs or  
18 builds its product?

19 A. I don't know.

20 Q. Suppose that the PUCO ordered Columbia to  
21 stop offering builder rebates in Delaware County --  
22 again, this is a hypothetical, but just suppose that  
23 that were to happen -- would that cause Pulte to  
24 cancel any projects that it has in the pipeline?

1 MS. GWIN: I'm just going to object as  
2 calling for speculation and as a hypothetical.

3 If you can answer, go ahead.

4 A. No.

5 Q. The answer to my question was "no"?

6 A. "No."

7 Q. Would the lack of rebates cause Pulte to  
8 build less energy-efficient homes?

9 A. No.

10 Q. Would Pulte shift its business to other  
11 counties where it could receive rebates?

12 A. No.

13 Q. Would the absence of builder rebates  
14 cause Pulte to do anything differently in terms of  
15 how it designs or markets its product?

16 A. No.

17 MR. WHITT: Let's take a quick break.

18 (Recess taken.)

19 MR. WHITT: I don't have any further  
20 questions. I'm not sure if Mr. Stemm does. I do  
21 have an item to address on the record at the  
22 conclusion of questioning, so I'll reserve it.

23 MR. STEMM: I just have a few.

24 - - -



EXAMINATION

By Mr. Stemm:

Q. Good afternoon, Mr. Thompson.

A. Hello.

Q. My name is Mark Stemm. I introduced myself when we first arrived. I'm an attorney for Columbia Gas of Ohio.

As you know, because Suburban decided to subpoena you in this case and identify you as a potential hearing witness and make a record of your testimony, I now need to ask you a few questions also, and I'll try to be as brief as I can, okay?

A. Sure.

Q. First of all, just turning your attention to Exhibit 1, which was represented as an excerpt of the 10-K. Do you recall that?

A. Yes.

Q. And Mr. Whitt asked you a number of questions and basically had you read parts of that excerpt. Do you recall that?

A. Yes.

Q. Did you have any personal involvement in preparing Pulte's 10-K?

A. No.

1           Q.    Did you have any personal involvement in  
2           providing any of the research or the financial  
3           information that went into the 10-K?

4           A.    No.

5           Q.    Do you have any idea if this excerpt is  
6           even a true and accurate excerpt from the actual  
7           10-K?

8           A.    I have no idea.

9           MR. WHITT:  Objection, argumentative.

10          Q.    Have you ever reviewed Pulte's 10-K for  
11          this particular --

12          A.    I haven't.

13          Q.    Okay.  I was very happy to hear your  
14          testimony when Mr. Whitt asked about whether Aaron  
15          Roll or anyone at Suburban had -- he used the word  
16          "badmouthed" Columbia, and you said no.

17                And I guess I'm just -- I don't know what  
18          the definition of "badmouthing" is, but can you  
19          recall any instances where Mr. Roll or anyone else at  
20          Suburban may have characterized Columbia in any way  
21          as suggesting reasons why Pulte Homes should not do  
22          business with Columbia in Delaware County?

23          A.    No.  Aaron and I have worked together for  
24          17 years and he's a great guy.  He would never --

1 that's out of his character to do something like  
2 that.

3 Q. Okay. And I took it from your testimony  
4 that Columbia follows the same approach, in that  
5 people you work with at Columbia haven't badmouthed  
6 Suburban either; is that correct?

7 A. That's correct.

8 MR. WHITT: Objection, calls for  
9 speculation.

10 Q. Now, update me a little bit,  
11 Mr. Thompson. Have all of the homes been constructed  
12 in the phases of Glenross on the north side of the  
13 road?

14 A. No.

15 Q. Okay. So when we looked at those  
16 marketing brochures that were advertising the various  
17 types of homes, those are still available to be  
18 purchased in the portion of Glenross that Suburban  
19 serves; is that correct?

20 A. I believe so.

21 Q. And in fact, as you testified, no homes  
22 have been completed yet on the south side of Cheshire  
23 Road, correct?

24 A. That's correct.

1           Q.   Now, we talked about the builder  
2           incentive program. Are you aware that Pulte homes  
3           have received those incentive rebates in past years  
4           before Glenross?

5           A.   I was never apart of that.

6           Q.   Okay. Are you familiar at all with how  
7           that program works in terms of the procedure for  
8           qualifying for that rebate --

9           A.   No.

10          Q.   -- for a particular home?

11          A.   No.

12          Q.   Okay. And would you agree with me that  
13          no rebates are paid until the home is actually  
14          constructed and rated by its HERS score for energy  
15          efficiency?

16               MR. WHITT: Objection, calls for  
17          speculation.

18          A.   I don't --

19          Q.   Do you know?

20          A.   I don't know.

21          Q.   Okay. And when you had a discussion with  
22          Ms. Young about the potential rebates by the number  
23          of homes, you understood that that was the potential  
24          rebate, not the actual rebate. Did you understand

1       that?

2               A.    No, I didn't know that.  I didn't  
3       understand that.

4               Q.    You weren't sure whether "potential"  
5       meant --

6               A.    Correct.  When she gave that to me, I was  
7       just the liaison between departments, management, on  
8       who gets that; so I wasn't sure how all the rebates  
9       worked and when it all came into effect.

10              Q.    Okay.  So you would have passed that  
11       along to the person at Pulte that does understand it?

12              A.    That's correct.

13              Q.    And is there somebody at Pulte who  
14       specifically applies for those rebates after the  
15       homes are constructed and inspected?

16              A.    I believe so.  I don't know who that  
17       would be, but I'm sure there's a department that does  
18       our -- an engineer or architect that does that.

19              Q.    Okay.  Thank you.

20                     Just a little loose end here.

21                     When Mr. Whitt was having you add up the  
22       amount of piping by feet for the development on the  
23       south side of the road, he had you add the main line  
24       extension plus the 3,380 feet of line in the

1 subdivision, to come up with that over 10,000 figure.  
2 Do you recall that testimony?

3 A. Correct. Yes.

4 Q. The 3,380 feet of piping, that would have  
5 to be put in whether it was Suburban or Columbia,  
6 correct?

7 A. That's correct, yes.

8 Q. Just reviewing my notes. Bear with me.

9 Mr. Whitt asked you if Pulte had a Plan B  
10 in the event that the PUCO decides that Columbia  
11 cannot serve Cheshire Road, and you answered that  
12 question. I objected to the form of that question on  
13 the record. Do you have any knowledge about whether  
14 it's even a possibility that the Commission could  
15 tell Columbia that it's not allowed to compete south  
16 of Cheshire Road?

17 MR. WHITT: Objection.

18 A. No.

19 MS. GWIN: I object to that, too, as  
20 calling for a legal conclusion.

21 You can go ahead and answer.

22 A. No.

23 Q. And on the record I'd like to just state  
24 that there's absolutely no possibility of that

1 finding being made, just to give you some assurance.

2 MR. WHITT: And I'll state on the record  
3 that pride cometh before the fall.

4 MS. GWIN: Okay. Well, my client doesn't  
5 care.

6 Q. Well, we appreciated your answer to that  
7 question, so I won't belabor it. Thank you.

8 Okay. You testified that you were  
9 shocked that Suburban filed its case against  
10 Columbia. And I guess with that, I can share that  
11 with you, the same feeling. But has anyone at  
12 Suburban talked to you about why they filed the case  
13 or what they believe Columbia did to deserve such a  
14 case like that?

15 A. No.

16 Q. Exhibit 10, that is the memorandum that  
17 Mr. Roll put to the file about his conversation with  
18 you. Do you recall that?

19 A. Yes.

20 Q. And when you were asked if that  
21 memorandum reflected everything that you recall from  
22 the call, you said, well, Mr. Roll also indicated  
23 that there were issues -- I think you said -- and  
24 that there was a legal case. What did you understand

1 Mr. Roll to be telling you about that?

2 MR. WHITT: Objection.

3 A. He was just brief and just wanted -- he  
4 had seen that Columbia Gas was installing the main  
5 down Cheshire, and it was just a quick conversation.

6 Q. Okay. Did he give you any indication  
7 that Suburban was going to be filing some kind of  
8 legal action against Columbia for doing that?

9 A. No.

10 Q. Did he give you any kind of indication  
11 that Pulte Homes should reconsider its decision to  
12 choose Columbia because of that?

13 A. No. He just said there was a hearing and  
14 there would probably be more to follow, but that was  
15 all that was discussed.

16 Q. Okay. Did he intimate that you were  
17 going to get wrapped up and called into the case?

18 A. No.

19 Q. Had there been any discussions between  
20 you and anybody at Suburban about this case prior to  
21 you getting the subpoena?

22 A. No.

23 Q. You were asked some questions about  
24 Exhibits 2 and 13, and those are marketing materials



1       that you said you don't really have any personal  
2       knowledge of; is that correct?

3             A.    That's correct.

4             Q.    And my question on those:  They both deal  
5       with the Enclave model, the Highlands model, the  
6       Reserve model, and the Retreat model; is that  
7       correct?

8             A.    Yes.

9             Q.    And all of those styles of homes are  
10       available on the north side of Glenross off Cheshire,  
11       correct, served by Suburban?

12            A.    Did you say the Enclave?

13            Q.    Yes.

14            A.    The Enclave is not on the north side.

15            Q.    Okay.  Have any Enclaves been built on  
16       the south side yet?

17            A.    Yes.

18            Q.    They have been built?

19            A.    Yes.  There's --

20            Q.    Is that the one that's under construction  
21       now?

22            A.    That is the one that's down by the golf  
23       course on Golf Club Drive.  That's to the west of the  
24       community, kind of by itself by the golf course.

1           Q.    Okay.  Is that area served by -- going to  
2   be served by Columbia?

3           A.    It is already gassed.

4           Q.    By Suburban?

5           A.    Boy, I can't recall.  Yeah, I don't  
6   remember who.  I would say it's Suburban has that;  
7   the Enclave.

8           Q.    Okay.

9           A.    Well, it definitely would have been,  
10   because they didn't have main there.

11          Q.    This marketing material and particularly  
12   Exhibit 13, which is dated November 1st, 2017, I  
13   don't see anything about the 55-and-over slab-type  
14   homes.  Is that listed in this marketing material  
15   anywhere?

16          A.    Yes.

17          Q.    Which one is that?

18          A.    The Retreat at Glenross.

19          Q.    Is that type of home also currently being  
20   built or already built on the north side of Cheshire  
21   Road where Suburban serves Glenross?

22          A.    No.

23          Q.    The marketing materials marked Exhibit 2,  
24   March 21st, '17, you testified that that was before

1 Pulte Homes chose Columbia to serve Glenross South?

2 A. That's correct.

3 Q. And these marketing materials are already  
4 advertising the Retreat at Glenross, correct?

5 A. Yes.

6 Q. And that is a home that is designed for  
7 Glenross South?

8 A. Can you repeat that one more time,  
9 please?

10 Q. I think you told me that the Glenross  
11 North phases that Suburban serves, does not have any  
12 of the Retreat models?

13 A. That's correct, yes.

14 Q. And this Retreat model is being proposed  
15 to be built in Glenross South, correct?

16 A. Correct.

17 Q. Okay. And you testified that you don't  
18 have any personal knowledge of whether or which of  
19 these models or types of construction could meet the  
20 energy-efficiency criteria of Columbia's builder  
21 incentive program?

22 A. That's correct.

23 Q. Just wrapping up here. Let me go through  
24 my notes quickly and try to get you out of here.

1                   You were asked some questions at the very  
2                   end by Mr. Whitt about whether Pulte Homes' decision  
3                   to use Columbia Gas would change if certain things  
4                   happened or didn't happen. Do you recall those?

5                   A. Yes.

6                   Q. Was it you or someone else at Pulte Homes  
7                   that made the decision as to whether Columbia's  
8                   builder incentive program makes a difference to Pulte  
9                   in how they design their homes?

10                  A. Someone else did.

11                  Q. Okay. And is it fair to say that you  
12                  don't have knowledge to answer the questions about  
13                  what Pulte Homes would do if the builder incentive  
14                  program is no longer available in Delaware County?

15                  MR. WHITT: Objection.

16                  A. That's correct.

17                  MR. STEMM: Thank you very much for your  
18                  time. I appreciate it.

19                  THE WITNESS: You're welcome.

20                  MR. WHITT: I don't have further  
21                  questions, but I do want to make an on-the-record  
22                  request for a Line Extension Agreement for the  
23                  Glenross extension, if such an agreement exists. If  
24                  we don't have it by noon tomorrow, we'll assume that

1 it doesn't exist. This material was requested in  
2 January. We have looked at a number of e-mails with  
3 the witness today that we received for the first time  
4 from Pulte. We've received not one single e-mail  
5 from Columbia.

6 I would also ask, now for the fourth  
7 time, for Columbia to reconsider the "Highly  
8 Confidential" designations that I've discussed  
9 verbally and by e-mail on certain material that was  
10 provided, and I've not been given an answer on that  
11 either. We have testimony due this Friday and we  
12 need to hear from Columbia on that.

13 MS. GWIN: I'd just like to request  
14 clarification. The Line Extension Agreement request,  
15 it's not directed to Pulte, is it?

16 MR. WHITT: That's correct.

17 MS. GWIN: Thank you.

18 MR. WHITT: It's directed to Columbia.

19 MS. GWIN: Thank you.

20 MR. STEMM: Okay. Well, I can answer  
21 those on the record if you'd like.

22 MR. WHITT: Okay.

23 MR. STEMM: There is not a Line Extension  
24 Agreement, as you've described, and that's why one

1 was not produced.

2 And we've talked with the client and we  
3 decline to remove the "Highly Confidential"  
4 designation on the data spreads.

5 And now that you've asked about  
6 confidentiality, I'm wondering if you've removed the  
7 "Confidential" designation on the documents used in  
8 the deposition today?

9 MR. WHITT: None of the exhibits I used  
10 today were from documents provided by Columbia. All  
11 of the documents that I used today were provided by  
12 Pulte. Pulte has not designated any of them  
13 "Confidential" or "Highly Confidential" or otherwise,  
14 nor will we.

15 MR. STEMM: Okay. So those that are  
16 marked "Confidential" in this deposition, just to be  
17 clear, Columbia now can consider those public  
18 documents?

19 MR. WHITT: You're talking about the  
20 "Confidential" designation on --

21 MR. STEMM: Right. Exhibit 10.

22 MR. WHITT: Do you care?

23 MR. SONDERMAN: Nope.

24 MR. WHITT: We'll waive confidentiality

1 on 10.

2 MR. STEMM: I believe that was the only  
3 one in this packet that you used.

4 And could we also request production of  
5 all documents that you received pursuant to this  
6 subpoena?

7 MR. WHITT: Well, you certainly can. I'm  
8 certainly happy to provide them. It's about a foot  
9 stack of documents which consists of correspondence  
10 with Columbia; again, which should have been provided  
11 by Columbia and was not. I'm happy to give them to  
12 you if it will assist Columbia in meeting its  
13 discovery obligations.

14 MR. STEMM: Well, I believe we answered  
15 the second set with objections as well as answers.

16 MR. WHITT: Don't play this game with me,  
17 Mark.

18 MR. STEMM: So I'd ask you to refer to  
19 those before you accuse us of not providing  
20 something.

21 MR. WHITT: Well, I have --

22 MR. STEMM: If you would like to take up  
23 any discussion about objections, feel free to contact  
24 me.

1 MR. WHITT: Well, I put you on notice.

2 MR. STEMM: I suggest we let Mr. Thompson  
3 go.

4 MR. WHITT: Okay.

5 Thank you, sir, for your time.

6 THE WITNESS: You're welcome.

7 MR. STEMM: Thank you.

8 THE COURT REPORTER: Will he read?

9 MS. GWIN: You have the right to review  
10 the transcript. You can't make any substantive  
11 changes, but you can review it for spelling, grammar,  
12 punctuation. I'm going to go ahead and recommend  
13 that you do that at this point in time.

14 THE WITNESS: Absolutely.

15 (Thereupon, at 4:43 p.m, the deposition  
16 was concluded.)

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AFFIDAVIT

State of Ohio :  
: SS:  
County of \_\_\_\_\_:

I, Jeffrey A. Thompson, do hereby certify that I have read the foregoing transcript of my deposition given on Tuesday, March 13, 2018; that together with the correction page attached hereto noting changes in form or substance, if any, it is true and correct.

\_\_\_\_\_  
Jeffrey A. Thompson

I do hereby certify that the foregoing transcript of the deposition of Jeffrey A. Thompson was submitted to the witness for reading and signing; that after he had stated to the undersigned Notary Public that he had read and examined his deposition, he signed the same in my presence on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, \_\_\_\_\_.

- - -

## 1 CERTIFICATE

2 State of Ohio :  
3 County of Franklin : SS:

4 I, Carolyn M. Burke, Notary Public in and for  
5 the State of Ohio, duly commissioned and qualified,  
6 certify that the within named Jeffrey A. Thompson was  
7 by me duly sworn to testify to the whole truth in the  
8 cause aforesaid; that the testimony was taken down by  
9 me in stenotypy in the presence of said witness,  
afterwards transcribed upon a computer; that the  
foregoing is a true and correct transcript of the  
testimony given by said witness taken at the time and  
place in the foregoing caption specified and  
completed without adjournment.

10 I certify that I am not a relative, employee,  
11 or attorney of any of the parties hereto, or of any  
12 attorney or counsel employed by the parties, or  
financially interested in the action.

13 IN WITNESS WHEREOF, I have hereunto set my  
14 hand and affixed my seal of office at Columbus, Ohio,  
on this 15th day of March, 2018.

15  
16 Carolyn M. Burke, Registered  
17 Professional Reporter, and  
Notary Public in and for the  
State of Ohio.

18 My commission expires July 17, 2018.  
19  
20 - - -  
21  
22  
23  
24

**Subject:** Invitation: Meet with Jeff and Et EL regarding Glenn Ross South (Apr 13 09:00 AM EDT in Meet before our 9:30 meeting at Pulte's Office)

**Attachments:** ecblank.gif, pic28187.gif, ATT00001.htm, c165526.ics, Invitation- Meet with Jeff and Et EL regarding Glenn Ross South (Apr 13 09:00 AM EDT in Meet before our 9-30 meeting at Pulte's Office).ics

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**Subject:** Invitation: Meet with Jeff and Et EL regarding Glenn Ross South (Apr 13 09:00 AM EDT in Meet before our 9:30 meeting at Pulte's Office)

**Location:** Meet before our 9:30 meeting at Pulte's Office

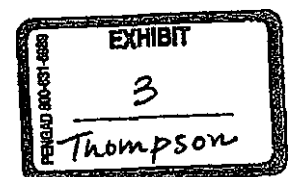
**Start:** Thu 4/13/2017 9:00 AM

**End:** Thu 4/13/2017 9:30 AM

**Recurrence:** (none)

**Meeting Status:** Accepted

**Organizer:** Donna Young/COH/Enterprise



**Subject:** Re: Glenross South

**Date:** Monday, May 8, 2017 at 1:15:23 PM Eastern Daylight Time

**From:** jcodispoti@nsource.com

**To:** Jeffrey Thompson

**CC:** donnayoung@nsource.com

Thanks Jeff.

We should be getting county approval this week.

Joe Codispoti | Columbia Gas of Ohio | New Business Development Manager |  
290 W Nationwide Boulevard Columbus, OH 43215 | (O) 614-460-6354 | (C) 614-203-8633  
Email: Jcodispoti@nsource.com

From: Jeffrey Thompson <Jeffrey.Thompson@Fulta.com>  
To: "jcodispoti@nsource.com" <jcodispoti@nsource.com>,  
Cc: "donnayoung@nsource.com" <donnayoung@nsource.com>  
Date: 05/08/2017 09:33 AM  
Subject: Re: Glenross South

---

USE CAUTION: This email was sent from an external source.

Thanks....Still waiting on Steve Peck.  
Jeff

Sent from my iPhone

On May 8, 2017, at 8:59 AM, "jcodispoti@nsource.com<<mailto:jcodispoti@nsource.com>>"  
<jcodispoti@nsource.com<<mailto:jcodispoti@nsource.com>>> wrote:

Good morning Jeff,

I wanted to be sure I kept you in the loop regarding our progress concerning Glenross South.

We have received the approved permit from Delaware City and optimistic to have the county approved permit shortly.

EPA: The project is located within the lower Olentangy watershed and as such includes some special permit provisions. The size and scope of the project requires a full plan managed by an outside partner. Everything has been submitted for approval. We are in good shape for this to be reviewed and approved by your anticipated time frame for installation.

Once we receive customer approval we can begin the scheduling process, we are ready when you are. Please let me know if you have any questions.

Thanks Jeff!

Joe Codispoti | Columbia Gas of Ohio | New Business Development Manager |  
290 W Nationwide Boulevard Columbus, OH 43215 | (O) 614-460-6354 | (C) 614-203-8633  
Email: Jcodispoti@nsource.com<<mailto:Jcodispoti@nsource.com>>



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CONFIDENTIALITY NOTICE: This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you have received this communication in error, please notify the sender immediately by email and delete the message and any file attachments from your computer. Thank you.

**Subject:** Glenross  
**Date:** Wednesday, October 4, 2017 at 10:42:13 PM Eastern Daylight Time  
**From:** jcodispoti@nisource.com  
**To:** joel.west@pulte.com, jeffrey.thompson@pulte.com  
**CC:** donnayoung@nisource.com  
**Attachments:** ACAD-20161080-Section 11 Base-Model.dwg, ACAD-Glenross South Planning Base-Model.dwg, Glen Ross South Overall.pdf, 16-0088443-00 -Glenross South Supply Pipe Install.pdf, 17-0088795-00- Glenross South Phase 11 Gas Install.pdf

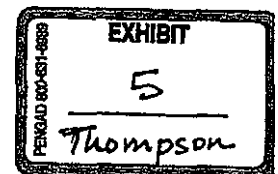
Joel and Jeff,

Great seeing you both today. Really glad you guys had a good time!

Attached is what we have designed for the Glenross project and what was received. Please let me know if any changes have been made.

Thank you both!

Joe Codispoti | Columbia Gas of Ohio | Lead Development Manager |  
290 W Nationwide Boulevard Columbus, OH 43215 | (O) 614-460-6354 | (C) 614-203-8633  
Email: jcodispoti@nisource.com







Columbia Gas

Call 800  
before you dig

L1 L2



PROPOSED

REVISIONS		DATE		BY		CHECKED	
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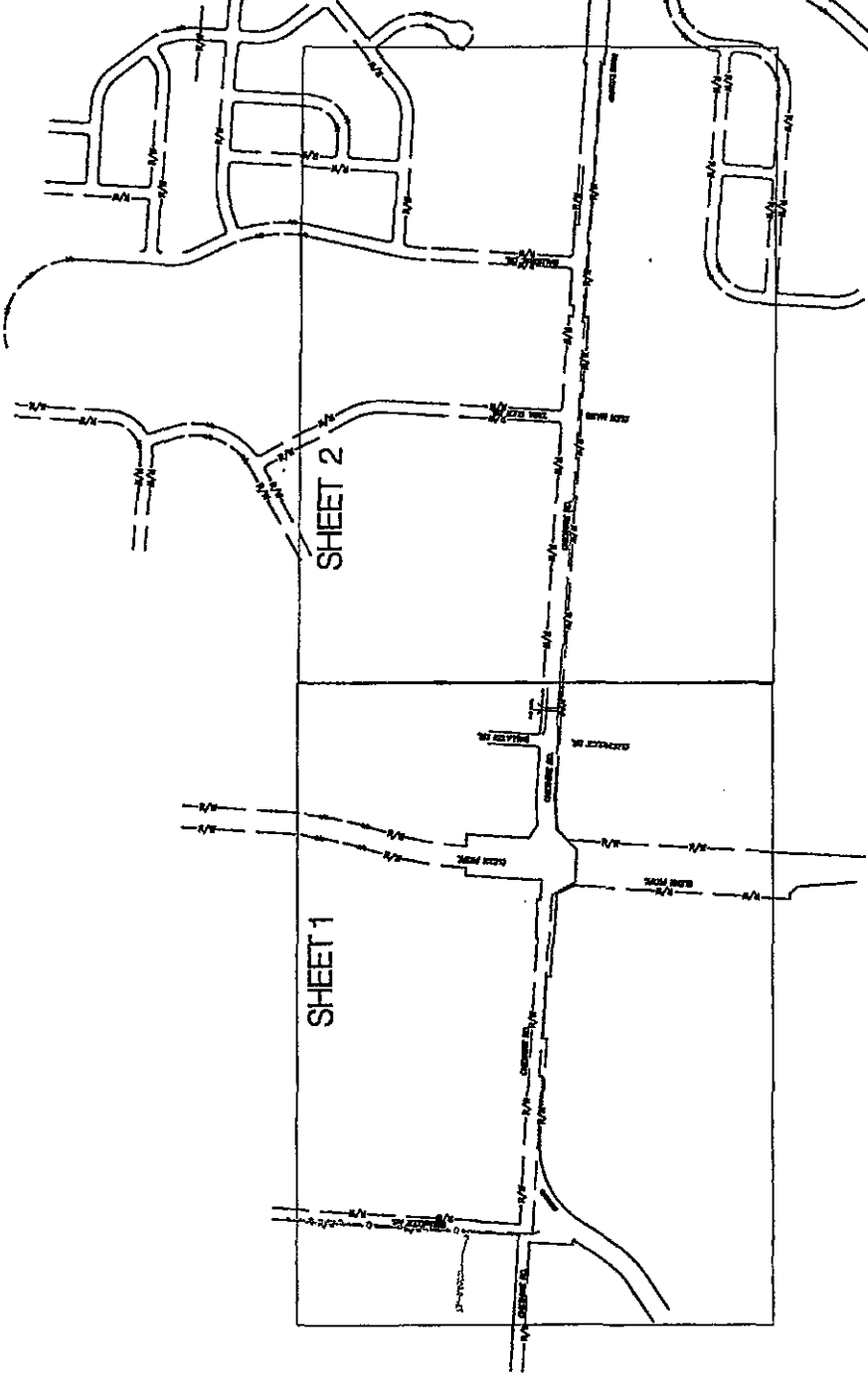
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JOB # 17-44037  
PROJECT ID# 17-44037  
COLUMBIA GAS SYSTEMS  
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DRAWN BY: [blank]

CONTRACT TITLE

LAYOUT SHEET

REVISIONS

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Columbia Gas

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before you dig



PROPOSED

DATE	BY	CHKD	APP'D	REVISIONS
10/1/00	J. L. H.	J. L. H.	J. L. H.	1. INITIAL DESIGN
10/1/00	J. L. H.	J. L. H.	J. L. H.	2. REVISIONS
10/1/00	J. L. H.	J. L. H.	J. L. H.	3. REVISIONS
10/1/00	J. L. H.	J. L. H.	J. L. H.	4. REVISIONS
10/1/00	J. L. H.	J. L. H.	J. L. H.	5. REVISIONS
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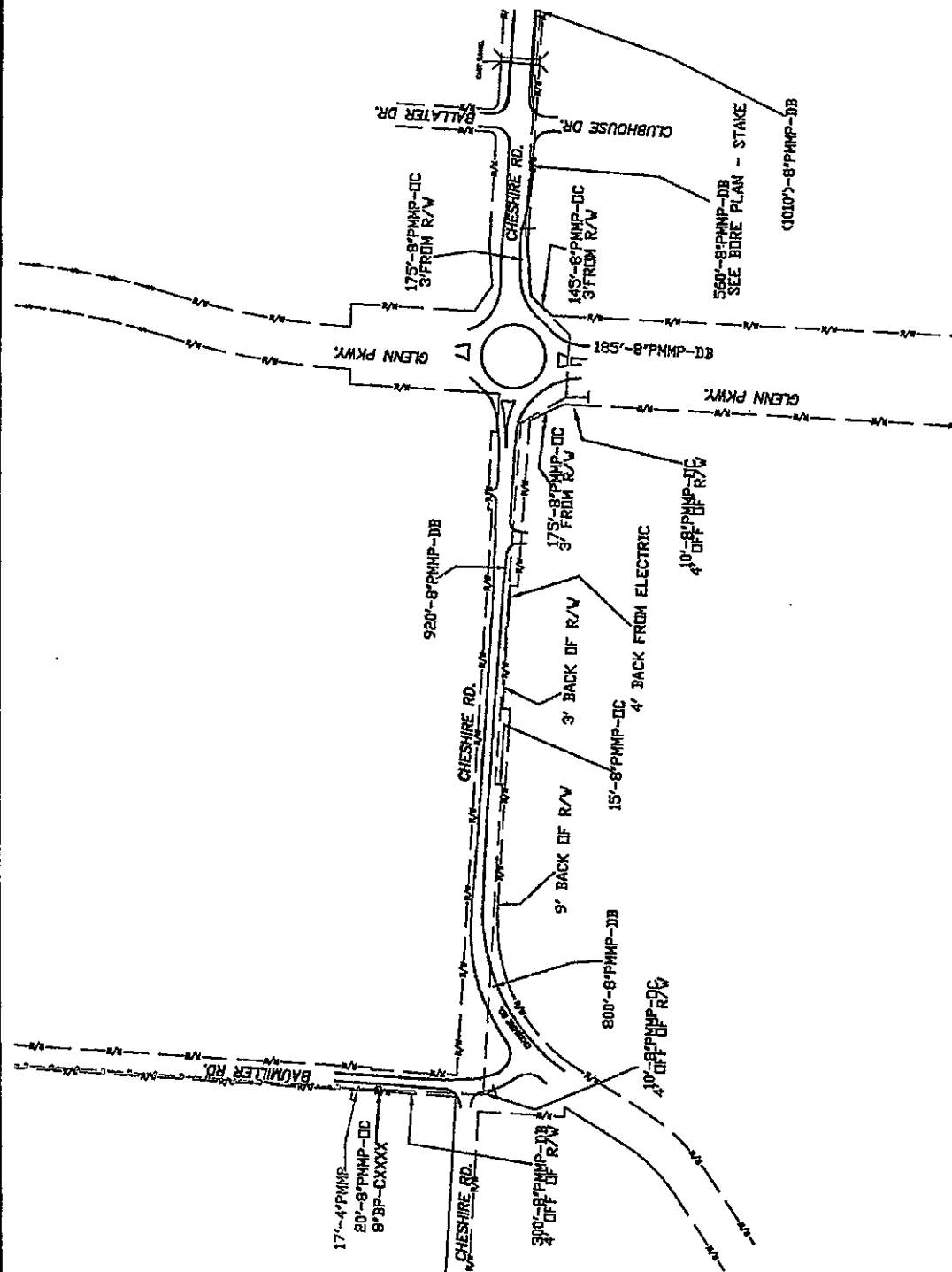
JO# 16-0088443-00  
JO#  
PROJECT ID# 17-44037  
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COLUMBIA GAS

DATE

LAYOUT SHEET

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Columbia Gas

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PROPOSED

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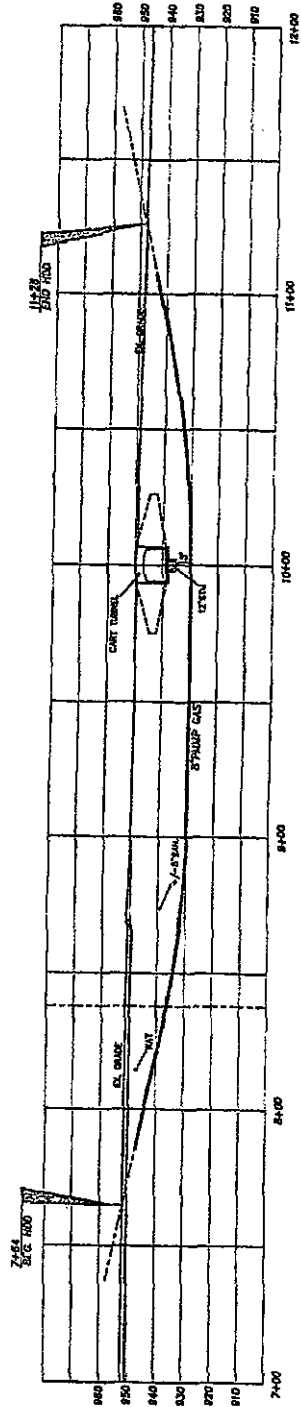
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JO#  
PROJECT ID# 17-44037  
COLUMBIA GAS  
COLUMBIA, TEXAS

BOREHOLE

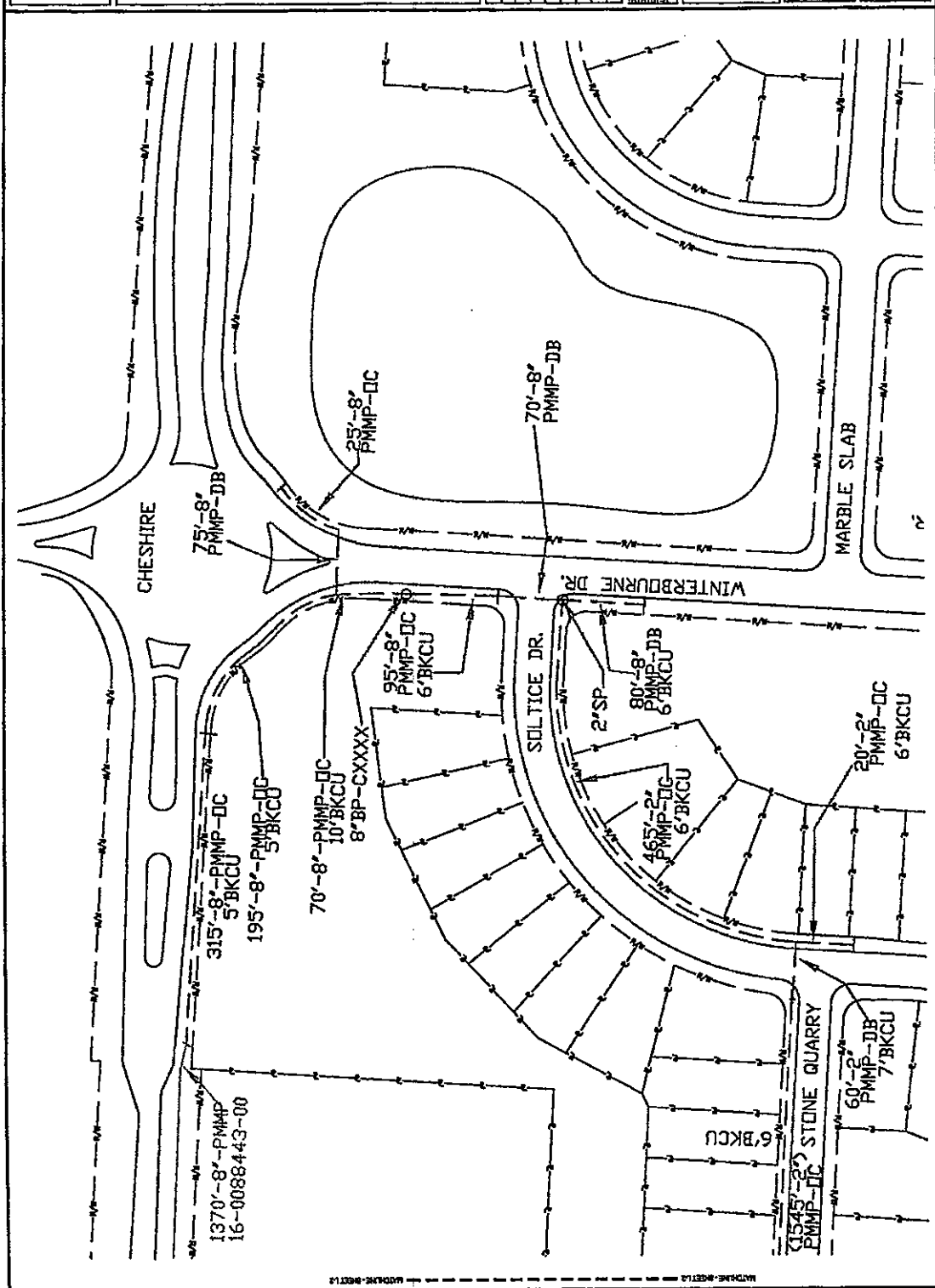
BOREPLAN

BORE



11





Columbia Gas

Call before you dig  
 800-4-A-PIPE  
 1-800-4-A-PIPE

1-1



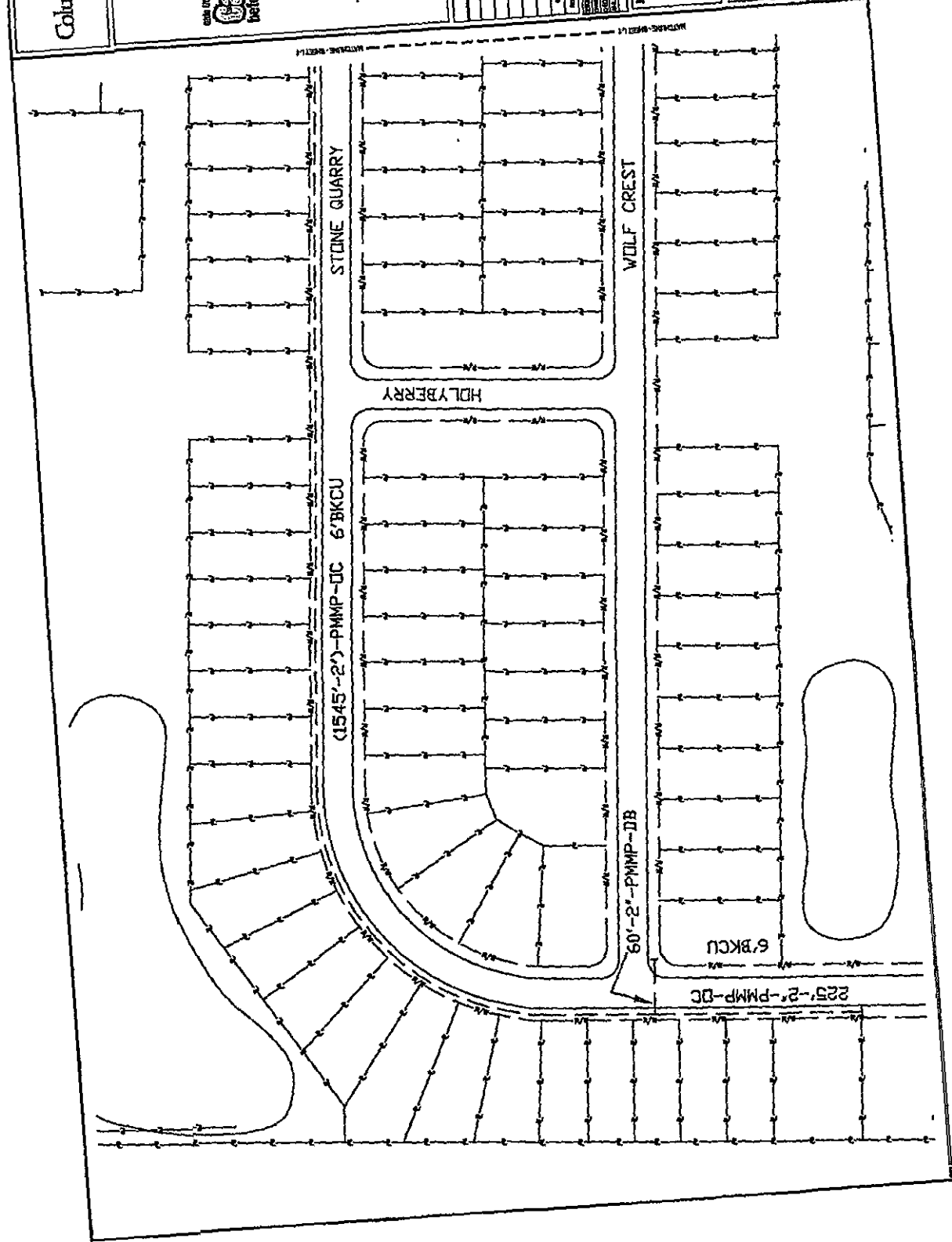
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4	11/11/03	ISSUED FOR PERMIT
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9	11/11/03	ISSUED FOR PERMIT
10	11/11/03	ISSUED FOR PERMIT

JO# 17-008785-00  
 JO#  
 PROJECT ID# 17-44037  
 ADDRESS 1711  
 BIRMINGHAM, AL 35202

TRANSMISSION  
 LAYOUT SHEET

DATE 11/11/03  
 L-2L



**Subject:** RE: Glenross

**Date:** Thursday, October 5, 2017 at 3:33:02 PM Eastern Daylight Time

**From:** jcodispoti@nsource.com

**To:** Joel West

**CC:** donnayoung@nsource.com, Jeffrey Thompson

Hi Mr. West,

Yes, you are correct. No cost and this project includes phases 11-15.

Let me know if you have any questions. Thank you!

Joe Codispoti | Columbia Gas of Ohio | Lead Development Manager |  
290 W Nationwide Boulevard Columbus, OH 43215 | (O) 614-460-6354 | (C) 614-203-8633  
Email: jcodispoti@nsource.com

From: Joel West <Joel.West@PulteGroup.com>  
To: "jcodispoti@nsource.com" <jcodispoti@nsource.com>, Jeffrey Thompson <Jeffrey.Thompson@Pulte.com>,  
Cc: "donnayoung@nsource.com" <donnayoung@nsource.com>  
Date: 10/05/2017 02:14 PM  
Subject: RE: Glenross

---

USE CAUTION: This email was sent from an external source.

Hi Codispoti. Thanks for arranging the beautiful weather and great looking course yesterday!

As we discussed, please find the attached signed sanitary plans for section 11 and the download link below to the signed street plans. It doesn't appear that the revisions impacted your design, but review just in case.

<https://www.dropbox.com/s/n6f8of4nltc6if/20161080-ROAD%20-%20CGR%2011%20SIGNED.pdf?dl=0>

It appears that you have a lot of directional bore to do, so good luck to you. Please be sure to be cognizant of the Township homeowners along Cheshire Rd east of Balmoral. They definitely have their eyeballs on the road and anything that happens in front of their homes. Not so worried about that Golf Course since we are out of peak season.

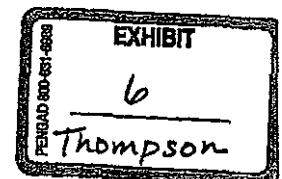
You mentioned this install will be at no cost to Pulte. Will this be true for all of our future phases on this South side of Cheshire? We are engineering section 12 and 15 currently for 2018 development. I'll send plans at 2<sup>nd</sup> submittal and we'll have to add them to Donna's project list.

Thank you and look forward to working with you guys on more projects!

From: jcodispoti@nsource.com [mailto:jcodispoti@nsource.com]  
Sent: Wednesday, October 04, 2017 10:42 PM  
To: Joel West <Joel.West@PulteGroup.com>; Jeffrey Thompson <Jeffrey.Thompson@Pulte.com>  
Cc: donnayoung@nsource.com  
Subject: Glenross

Joel and Jeff,

Great seeing you both today. Really glad you guys had a good time!





Attached is what we have designed for the Glenross project and what was received. Please let me know if any changes have been made.

Thank you both!

Joe Codispoti | Columbia Gas of Ohio | Lead Development Manager |  
290 W Nationwide Boulevard Columbus, OH 43215 | (O) 614-460-6354 | (C) 614-203-8633  
Email: [jcodispoti@nrcsource.com](mailto:jcodispoti@nrcsource.com)

---

CONFIDENTIALITY NOTICE: This email may contain confidential and privileged material for the sole use of the intended recipient(s). Any review, use, distribution or disclosure by others is strictly prohibited. If you have received this communication in error, please notify the sender immediately by email and delete the message and any file attachments from your computer. Thank you.[attachment "20161080-SSWR - CGR 11 SIGNED.pdf" deleted by Joseph Codispoti/NCS/Enterprise]



**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

**SUBPOENA DUCES TECUM**

TO: Mr. Jeff Thompson  
Pulte Homes  
4900 Tuttle Crossing Blvd.  
Dublin, OH 43016

Upon application of Suburban Natural Gas Company, you are hereby required to appear at the offices of Whitt Sturtevant LLP, 88 E. Broad Street, Suite 1590, Columbus, Ohio 43215 on March 8, 2018, at 10:00 a.m., to give testimony at a deposition in the following proceeding:

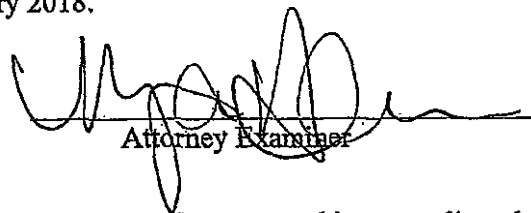
Case No. 17-2168-GA-CSS  
Suburban Natural Gas Company v. Columbia Gas of Ohio, Inc.

*You shall bring with you the following:*

1. All written and electronic correspondence between you and any employee or representative of Columbia Gas of Ohio, Inc. since January 1, 2016 regarding the terms and conditions of gas service to residential homes constructed or to be constructed in Orange, Berlin, and/or Genoa townships (Delaware County, Ohio); including terms and conditions of any builder incentives, rebates, and other promotional consideration offered by Columbia
2. All written and electronic sales brochures, price lists, floor plan descriptions, lists of features and options, videos, and other marketing materials used by Pulte Homes since January 1, 2016 to promote home sales in any phase of the Glenross residential subdivision in Delaware County, Ohio.
3. All written and electronic materials used by Pulte since January 1, 2016 to promote or describe the energy efficiency features of homes constructed or to be constructed in the geographic areas described in 1 and 2 above.

Please contact Mark Whitt, counsel for Suburban Natural Gas Company, to confirm the date and time of the deposition, or to arrange a different date or time if necessary. Mr. Whitt may be reached at 614-224-3911, or [whitt@whitt-sturtevant.com](mailto:whitt@whitt-sturtevant.com).

Dated at Columbus, Ohio this 23rd day of February 2018.

  
Attorney Examiner

Notice: If you are not a party or an officer, agent, or employee of a party to this proceeding, then witness fees for attending under this subpoena are to be paid by the party at whose request the witness is summoned.

**Subject:** RE: Glenross

**Date:** Thursday, October 5, 2017 at 3:36:07 PM Eastern Daylight Time

**From:** jcodispoti@nsource.com

**To:** Joel West

**CC:** donnayoung@nsource.com, Jeffrey Thompson

Both. \$0.00.

You got it!!

Joe Codispoti | Columbia Gas of Ohio | Lead Development Manager |  
290 W Nationwide Boulevard Columbus, OH 43215 | (O) 614-460-6354 | (C) 614-203-8633  
Email: jcodispoti@nsource.com

From: Joel West <Joel.West@PulteGroup.com>  
To: "jcodispoti@nsource.com" <jcodispoti@nsource.com>, Jeffrey Thompson <Jeffrey.Thompson@Pulte.com>,  
Cc: "donnayoung@nsource.com" <donnayoung@nsource.com>  
Date: 10/05/2017 03:29 PM  
Subject: RE: Glenross

---

USE CAUTION: This email was sent from an external source.

I think the no cost was for Liberty 387?? Maybe I just wanted to hear all of Glenross South ☺

From: Joel West  
Sent: Thursday, October 05, 2017 2:14 PM  
To: 'jcodispoti@nsource.com' <jcodispoti@nsource.com>; Jeffrey Thompson <Jeffrey.Thompson@Pulte.com>  
Cc: donnayoung@nsource.com  
Subject: RE: Glenross

Hi Codispoti. Thanks for arranging the beautiful weather and great looking course yesterday!

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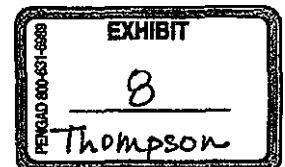
<https://www.dropbox.com/s/n6f8pf4q!qtc6if/20161080-ROAD%20-%20CGR%2011%20SIGNED.pdf?dl=0>

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You mentioned this install will be at no cost to Pulte. Will this be true for all of our future phases on this South side of Cheshire? We are engineering section 12 and 15 currently for 2018 development. I'll send plans at 2<sup>nd</sup> submittal and we'll have to add them to Donna's project list.

Thank you and look forward to working with you guys on more projects!

From: jcodispoti@nsource.com [mailto:jcodispoti@nsource.com]  
Sent: Wednesday, October 04, 2017 10:42 PM  
To: Joel West <Joel.West@PulteGroup.com>; Jeffrey Thompson <Jeffrey.Thompson@Pulte.com>



**Subject:** Glenross South

**Date:** Tuesday, October 10, 2017 at 3:34:50 PM Eastern Daylight Time

**From:** donnayoung@nsource.com

**To:** Jeffrey.Thompson@Pulte.com, Joel.West@PulteGroup.com

**CC:** jcodispoti@nsource.com

Good afternoon,

First of all thank you for choosing Columbia Gas to serve this project.

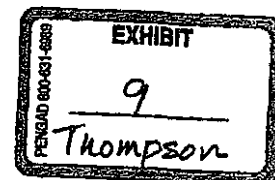
I know timing is super important and Joe put things in motion so we can get out of the gate quickly. We plan to start our supply piping around 10/25. We do plan to add a second crew after we get started so the install can be expedited.

*Just want to give you the heads up as we know timing is critical on this project.*

I'll be there Thursday if we need to discuss further.

Thanks,  
Donna

Donna Young  
New Business Development Manager  
Columbia Gas of Ohio, Inc. | 290 W. Nationwide Blvd. | Columbus, Ohio 43215  
donnayoung@nsource.com | Office: 614-460-5416 | Cell: 614-406-7444



SUBURBAN NATURAL GAS COMPANY  
ESTABLISHED 1882

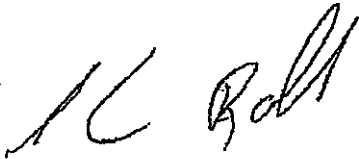
Confidential

211 FRONT STREET, P.O. BOX 130  
CYGNET, OHIO 43413-0130  
(419) 655-2345  
FAX: (419) 655-2274  
2626 LEWIS CENTER ROAD  
LEWIS CENTER, OHIO 43035-9206  
(740) 548-2480  
FAX: (740) 549-4939

Memorandum

October 13, 2017

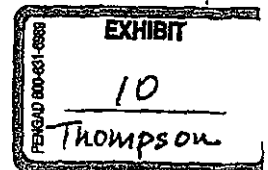
Called Jeff Thompson, with Pulte, at 7:50 a.m. on 10/13/2017 to ask about Glennross and if SNG was serving the south side of Cheshire Road and if he had heard about Columbia coming down Cheshire Road. He explained to me yes he knew they were coming and they would serve the south side of Cheshire Road. I asked if there was a reason why and Jeff told me there was an incentive program with Columbia. I told him thank you and I understand what he had told me. Also, Jeff said he really liked working with SNG and the incentive was the reason SNG wouldn't be used on the south side of Cheshire.



S. Aaron Roll  
Vice President  
System Development

AR/hc

cc: Andrew Sonderman  
File



**INTERNAL USE ONLY:**

PSID #: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Location #: \_\_\_\_\_  
Representative Name: \_\_\_\_\_

## Residential Subdivision Natural Gas Load Form

(All fields are mandatory. Completing the entire form will expedite your project.)

### Project Information

Project / Subdivision Name \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

### Applicant Information

Company Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Contact Name & Title \_\_\_\_\_  
Primary Phone ☐ cell ☐ landline ☐ business \_\_\_\_\_ Secondary Phone ☐ cell ☐ landline ☐ business \_\_\_\_\_  
Email Address \_\_\_\_\_

### Construction Contact

Name & Title \_\_\_\_\_  
Primary Phone ☐ cell ☐ landline ☐ business \_\_\_\_\_ Secondary Phone ☐ cell ☐ business ☐ landline \_\_\_\_\_  
Email Address \_\_\_\_\_

### Project Timeline

Date your access road will be ready for natural gas main installation \_\_\_\_\_  
Date gas service required for first home \_\_\_\_\_ Number of homes in this project \_\_\_\_\_  
Total build out: Year 1 \_\_\_\_\_ Year 2 \_\_\_\_\_ Year 3 \_\_\_\_\_ Year 4 \_\_\_\_\_

### Gas Installation Information

For purposes of right-of-way, will the streets be public (dedicated) or private? \_\_\_\_\_  
Elevated pressure requests must be approved by the Columbia Gas Engineering Department.  
Delivery pressure\*: ☐ 7" w.c. (standard delivery pressure) ☐ 2 psi ☐ Other \_\_\_\_\_  
\*If either the load or pressure requirements change after being submitted to Columbia Gas of Ohio, please contact us to ensure the required pressure is available, and that we resize our facilities to meet your natural gas needs.

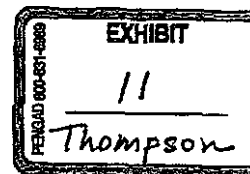
### Gas Equipment & Load Information

Average square footage of the homes \_\_\_\_\_

Heating:	
Water Heating:	
Cooking:	
Drying:	
Lights:	
Logs/Fireplace:	
Grills:	
Pool Heater:	
Generator:	
Other:	
Other:	
Other:	

### Additional Information

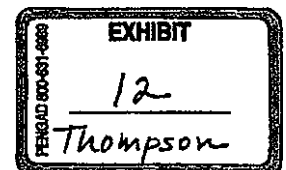
Please return this completed form with your construction plans.



Please complete the following information request & return with your construction plans.

1. Project Name and Section \_\_\_\_\_
2. Builders \_\_\_\_\_
3. Project City and Zip Code \_\_\_\_\_
4. Single Family \_\_\_\_\_ Multi-Family \_\_\_\_\_
5. Average square footage of the home/multi-family units \_\_\_\_\_.
6. Please indicate the number (or percentage) of homes in which the following gas appliances will be installed.
  - Furnaces: \_\_\_\_\_ Dryers: \_\_\_\_\_
  - Water heaters: \_\_\_\_\_ Lights: \_\_\_\_\_
  - Logs: \_\_\_\_\_ Garage heaters \_\_\_\_\_
  - Ranges: \_\_\_\_\_ Emergency generators \_\_\_\_\_
7. Date gas service required for first home \_\_\_\_\_.
8. Approximate date when streets, curbs and final grading will be completed. This date indicates the earliest date we could schedule your installation \_\_\_\_\_.
9. Number of homes/multi-family units in this project \_\_\_\_\_.
10. Lot numbers to be included \_\_\_\_\_.
11. Total build-out (years) for the entire project \_\_\_\_\_. Please include number of phases and lots in those phases:
12. For the purposes of right-of-way, will the streets be public (dedicated) or private?
13. Will there be any private utilities? \_\_\_\_\_
14. Project Contact Information:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
E-Mail: \_\_\_\_\_  
Phone/Cell: \_\_\_\_\_
15. Standard delivery pressure is 7" water column at the inlet of the meter. If a different pressure is requested, please indicate here. (Note: Elevated pressure requests must be approved by the Columbia Gas Engineering Department due to mainline capacity).
16. If this is a multi-family project, please indicate the preferred meter manifold locations on your construction plans. (Note: Generally, one service line per building will be provided).

16. Additional information:



Columbia Exhibit No. 8

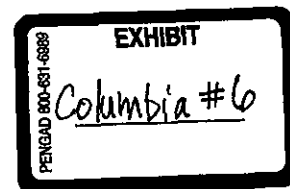
Suburban Natural Gas Company, )  
 )  
 Complainant, )  
 )  
 v. ) Case No. 17-2168-GA-CSS  
 )  
 Columbia Gas of Ohio, Inc., )  
 )  
 Respondent. )

/s/ Mark S. Stemm

(COUNSEL OF RECORD)

(Willing to accept service by e-mail)

"<sup>4</sup> Confidential"  
designation was waived.  
Attorney Examiner  
wants entire exhibit  
filed publicly.





CONFIDENTIAL

Stephen B. Seiple, Asst. General Counsel  
(0003809)

Joseph M. Clark, Sr. Counsel (0081179)

Columbia Gas of Ohio, Inc.

290 W. Nationwide Blvd.

P.O. Box 117

Columbus, OH 43216-0117

Telephone: (614) 460-4648

(614) 460-6988

Email: sseiple@nisource.com

josephclark@nisource.com

(Willing to accept service by e-mail)

March 16, 2018

Attorneys for

**COLUMBIA GAS OF OHIO, INC.**

PREPARED DIRECT TESTIMONY  
OF MELISSA L. THOMPSON

---

1 I. INTRODUCTION

2

3 Q. Please state your name and business address.

4 A. Melissa L. Thompson, 290 W. Nationwide Blvd., Columbus, Ohio 43215.

5

6 Q. By whom are you employed?

7 A. I am employed by Columbia Gas of Ohio, Inc. ("Columbia").

8

9 Q. Will you please state briefly your educational background and experi-  
10 ence?

11 A. I attended Marietta College, earned a Bachelor of Arts in Communications  
12 and Political Science, and graduated magna cum laude from Capital Uni-  
13 versity Law School. I worked for two years in private practice with law  
14 firms in Columbus, and joined the NiSource Legal Department in 2012. In  
15 2015, I transitioned to my role as the Director of Regulatory Policy with Co-  
16 lumbia.

17

18 Q. What are your job responsibilities as Director of Regulatory Policy?

19 A. My primary responsibilities include the planning, supervision, preparation  
20 and support of Columbia's regulatory filings before the Public Utilities  
21 Commission of Ohio ("Commission"). I also develop policy to support  
22 Columbia's energy efficiency programs and drive Columbia's regulatory  
23 initiatives to ensure execution of Columbia's business strategy.

24

25 Q. What is the purpose of your Direct Testimony in this proceeding?

26 A. The purpose of my direct testimony is to provide the history and current  
27 execution of Columbia's EfficiencyCrafted® Homes Program, including the  
28 most recent extension of this program in Case Nos. 16-1309-GA-UNC, et al.  
29 I will also be providing testimony concerning Columbia's compliance with  
30 the 1995 Stipulation between Columbia and Suburban Natural Gas Com-  
31 pany ("Suburban"), and certain other Suburban allegations.

1 II. EFFICIENCYCRAFTED® HOMES PROGRAM HISTORY

3 Q. What is the purpose of the EfficiencyCrafted® Homes Program?

4 A. The EfficiencyCrafted® Homes Program's purpose is to encourage builders  
5 to construct homes that are more energy efficient than Ohio's building code.

7 Q. When was the EfficiencyCrafted® Homes Program introduced?

8 A. Columbia introduced the EfficiencyCrafted® Homes Program with the ex-  
9 pansion of Columbia's demand side management portfolio in 2008. As I  
10 will explain, the program was originally named the Residential New Con-  
11 struction Program, later renamed the Energy Efficient New Homes Pro-  
12 gram, and finally renamed the EfficiencyCrafted® Homes Program.

14 Q. How has the EfficiencyCrafted® Homes Program served customers over  
15 the last ten years?

16 A. Since 2009 through December 31, 2017, Columbia has been meaningfully  
17 incentivizing the building of energy efficient homes, as is noted in the table  
18 below:

	Residential New Construction Program			Energy Efficient New Homes Program					Efficiency- Crafted® Homes Program
	2009	2010	2011	2012	2013	2014	2015	2016	2017
Total Homes Served	0	0	620	1,438	1,996	1,991	2,138	2,028	2,205
Total Mcf Saved	0	0	18,867	40,920	63,428	69,571	56,190	65,648	61,919

21 Q. Prior to 2008, did Columbia have a program that incentivized new home  
22 builders to build new homes that were more energy efficient than Ohio's  
23 building code?

24 A. No. Prior to 2008, Columbia's only program to promote energy efficiency  
25 to its customers was the WarmChoice® Program, which was funded  
26 through Columbia's base rates. The WarmChoice® Program is a low-in-  
27 come, whole home weatherization program that partners with local com-  
28 munity-based organizations. Columbia agreed to expand its energy effi-  
29 ciency portfolio through the Stipulation in Case No. 05-221-GA-GCR, et al.

1   **Q.    What programs did Columbia introduce in 2008 to expand its energy ef-**  
2   **ficiency portfolio?**

3    A.    In 2008, in Case No. 08-833-GA-UNC, Columbia filed an application to in-  
4        troduce new programs, in addition to the WarmChoice® Program, to pro-  
5        vide energy efficiency services to Columbia customers. These programs in-  
6        cluded: Home Performance Program, Residential New Construction Pro-  
7        gram, Residential Low Cost Product Rebates, Furnace Market Research,  
8        Small Business Energy Efficiency Incentives Program, Small Business En-  
9        ergy Saver Audit Program, Advanced Energy Design Partnership Program,  
10       Innovative Technology Program, and Energy Efficiency Loan Fund Pro-  
11       gram.

12  
13   **Q.    Why did Columbia introduce the Residential New Construction Program**  
14   **in 2008?**

15    A.    In response to Case No. 05-221-GA-GCR, et al., Columbia, along with the  
16        Demand Side Management ("DSM") Stakeholder Group, composed of nu-  
17        merous parties,<sup>1</sup> engaged M. Blasnik and Associates to recommend residen-  
18        tial DSM programs. Mr. Blasnik's recommended residential programs in-  
19        cluded: home performance program, low-cost product rebates, new homes  
20        program, and furnace market research. After reviewing and discussing the  
21        recommended residential DSM programs, the DSM Stakeholder Group  
22        agreed to move forward with these programs, which included the Residen-  
23        tial New Construction Program.

24  
25        The Application from Case No. 08-833-GA-UNC explaining this process of  
26        implementing the Residential New Construction Program is attached to my  
27        testimony as Thompson Attachment A.

28  
29   **Q.    Did Columbia extend the Residential New Construction Program in**  
30   **2011?**

31    A.    Yes, in Case Nos. 11-5028-GA-UNC, et al., Columbia filed an application to  
32        extend its energy efficiency program, and renamed it the Energy Efficient

---

<sup>1</sup> The DSM Stakeholder Group included Columbia; Staff of the Public Utilities Commission of Ohio; the Office of the Ohio Consumers' Counsel; Ohio Partners for Affordable Energy; Honda of America Manufacturing, Inc.; Ohio Farm Bureau Federation; Ground Level Solutions, Inc.; Corporation for Ohio Appalachian Development; Cornerstone Energy Conservation Services; American Society of Heating, Refrigeration and Air Conditioning Engineers – ASHRAE; Industrial Energy Users-Ohio; Mid-Ohio Regional Planning Commission; Ohio Home Builders Association; Ohio Department of Development; Ohio Board of Building Standards; Direct Energy; Air Conditioning Contractors of America – Ohio Chapter; the Building Owners and Managers Association; Neighborhood Housing Services of Toledo; City of Columbus; and Interstate Gas Supply, Inc.

New Homes program, for an additional five-year term through December 31, 2016. The parties filed a Stipulation on October 31, 2011, and the Commission approved the Stipulation by Order dated December 14, 2011. The Application and Stipulation from Case Nos. 11-5028-GA-UNC, et al., are attached to my testimony as Thompson Attachment B and C, respectively.

**Q. Were there any changes to the program between the Residential New Construction Program and the Energy Efficient New Homes Program?**

A. Yes, there were minor changes. First, Columbia changed the objective to encourage builders to build housing that was ENERGY STAR® compliant, that had a Home Energy Rating Score ("HERS") of 80 or less, or that provided energy savings over code minimum levels based on other accepted energy modeling approaches. Columbia also replaced the fixed \$1,000 per qualified home incentive that was established in 2008 with a tiered system, to incentivize more energy efficient building. Finally, Columbia changed the name, from the Residential New Construction Program to the Energy Efficient New Homes Program, and noted that, where possible, Columbia would partner with electric utilities to leverage resources and maximize savings in homes.

**Q. Did Columbia extend the Energy Efficient New Homes Program in 2016?**

A. Yes, in Case Nos. 16-1309-GA-UNC, et al., Columbia filed an application to extend its energy efficiency program, including its renamed EfficiencyCrafted® Homes Program, for an additional six-year term through December 31, 2022. Most of the parties to the case, including Commission Staff; Ohio Partners for Affordable Energy; Interstate Gas Supply, Inc.; Mid-Ohio Regional Planning Commission; Ohio Hospital Association; Retail Energy Supply Association; and Columbia, filed a Stipulation on August 12, 2016, and the Commission approved the Stipulation by Order dated December 21, 2016. The Application and Stipulation from Case Nos. 16-1309-GA-UNC, et al., are attached to my testimony as Thompson Attachment D and E, respectively.

**Q. Were there any differences between the Energy Efficient New Homes Program and the EfficiencyCrafted® Homes Program?**

A. Yes, there was one minor change. Columbia integrated the energy code training for builders, code officials, and trade allies from a previously separate program into this program. This change was made to reduce administrative costs and take advantage of the natural synergies between the two programs.

1    **Q.    In any of the proceedings referenced above, did Columbia adopt the Ef-**  
2    **iciencyCrafted® Homes Program for the purpose of extending its natural**  
3    **gas facilities and expanding its customer base?**

4    A.    No. Columbia did not propose any energy efficiency program, including  
5    the EfficiencyCrafted® Homes Program, as a way to extend its facilities and  
6    serve new customers. Columbia has used, and continues to use, these pro-  
7    grams to help its customers curb the demand on Columbia's system by less-  
8    ening their natural gas usage and, ultimately, lowering the customer's bill  
9    through the construction of more energy efficient new homes.

10  
11   **Q.    In any of the proceedings described above, did Columbia propose to**  
12   **adopt or extend the EfficiencyCrafted® Homes Program to help Columbia**  
13   **better compete with Suburban or any other natural gas company?**

14   A.    No. Columbia offers its EfficiencyCrafted® Homes Program in all 61 coun-  
15   ties in which it operates, not just in counties where other natural gas com-  
16   panies are located, such as Delaware County. The EfficiencyCrafted®  
17   Homes Program is intended to promote energy efficiency.

18  
19   In terms of competition, customers, builders, and developers have the right  
20   to choose a natural gas company, and may weigh services and programs  
21   offered by competing natural gas companies when making that choice. Co-  
22   lumbia offers the CHOICE program, SCO auction-based commodity ser-  
23   vice, energy efficiency programs and other programs or services that dis-  
24   tinguish Columbia from its competitors. Columbia's new business team in-  
25   forms prospective customers of all Columbia has to offer. This includes the  
26   DSM program of interest to builders and developers. There are many fac-  
27   tors other than DSM that a builder, developer or customer may consider  
28   when choosing a natural gas provider.

29  
30   **III.   CURRENT EFFICIENCYCRAFTED® HOMES PROGRAM**

31  
32   **Q.    How many homes has the EfficiencyCrafted® Homes Program (and its**  
33   **predecessor programs) served since 2009?**

34   A.    As noted above, since 2009 through 2017, Columbia has provided incen-  
35   tives to support the energy efficient construction of 12,416 homes. These  
36   payments are targeted to any new homes within the 61 counties in which  
37   Columbia serves; however, Columbia will provide more incentives to coun-  
38   ties that experience more homebuilding. For example, in 2016, the number  
39   of qualifying homes in Franklin County was more than three times than any  
40   other county and more than double any other county in 2017.

1    **Q.    Has the EfficiencyCrafted® Homes Program been recognized as an industry-leading energy efficiency program?**

2  
3    A.    Yes. In 2012 and 2013, U.S. EPA recognized the EfficiencyCrafted® Homes  
4    Program as the EPA ENERGY STAR® Partner of the Year. From 2014  
5    through 2017, U.S. EPA further recognized the EfficiencyCrafted® Homes  
6    Program with its EPA ENERGY STAR® Partner of the Year – Sustained Excellence in Energy Efficiency Program Delivery award. In addition to these  
7    accolades, the EfficiencyCrafted® Homes Program also was awarded the  
8    2012 and 2013 Leadership in Housing Award (now known as the ENERGY  
9    STAR® Certified Homes Market Leader Award), and in 2014 through 2017  
10   the ENERGY STAR® Certified Homes Market Leader Award.  
11

12  
13   **Q.    Were you involved with the drafting of Columbia’s application and stipulation to continue the energy efficiency program in Case Nos. 16-1309-GA-UNC, et al.?**

14  
15  
16   A.    Yes. As the Director of Regulatory Policy, I manage and supervise Columbia’s energy efficiency team. The energy efficiency team members and I  
17   drafted and revised the application in Case Nos. 16-1309-GA-UNC, et al.  
18   During the proceeding, I negotiated with the parties to reach a stipulation,  
19   assisted in the drafting of the stipulation, and provided testimony at hearing to support the stipulation.  
20  
21  
22

23   **Q.    Are you familiar with phrases in the application and stipulation referencing Columbia offering programs in its “service territory”?**

24  
25   A.    I am familiar with those references in the application and stipulation.  
26

27   **Q.    What does Columbia mean when it refers to its “service territory” or “service area”?**

28  
29   A.    Columbia considers its service territory or service area to be, at any time, the general geographic area where Columbia has facilities serving or capable of serving Ohio residents. But this geographic area is not fixed. Columbia continually extends its mains to serve new areas and reach new potential customers, thereby changing its service area on a regular basis.  
30  
31  
32  
33  
34

35   **Q.    In this case, Suburban appears to allege that those phrases were intended to preclude Columbia from applying EfficiencyCrafted® Homes Program**  
36

1 incentives to new homes connected to new main line extensions after the  
2 application was filed and/or approved. Do you agree with that character-  
3 ization?

4 A. I do not. In paragraph 17 of its Complaint, Suburban seems to allege that  
5 Columbia's "service territory," for purposes of the EfficiencyCrafted®  
6 Homes Program, was established "as of the date of the final order in Case  
7 No. 16-1309-GA-UNC...." However, as noted in Suburban's discovery in  
8 this proceeding, Suburban changed course and defined Columbia's service  
9 territory "as such territory existed at the time Columbia filed its application  
10 in Case No. 16-1309-GA-UNC." Suburban's discovery responses are at-  
11 tached to my testimony at Thompson Attachment F.

12  
13 Notwithstanding these arguments, neither of Suburban's proposed defini-  
14 tions were intended by Columbia or adopted by the Commission. Colum-  
15 bia's Application explained that the key purpose of Columbia's energy ef-  
16 ficiency program is to "provide cost-effective, customer-oriented energy ef-  
17 ficiency services for residential and commercial customers throughout Co-  
18 lumbia's entire service territory." With such language, Columbia was not  
19 limiting its ability to serve customers outside the geographic boundaries of  
20 Columbia's mains, service lines, and meters as of June 10, 2016 or December  
21 21, 2016 when the Commission ultimately approved Columbia's energy ef-  
22 ficiency program.

23  
24 Instead, this phrase was simply intended to mean that Columbia's energy  
25 efficiency programs, including the EfficiencyCrafted® Homes Program,  
26 may be offered to Columbia's customers and potential customers. Colum-  
27 bia cannot provide these programs to premises or properties when they're  
28 served by other natural gas service providers, such as The East Ohio Gas  
29 Company d/b/a Dominion Energy, Vectren Energy Delivery of Ohio or any  
30 other LDC – including Suburban. However, if a property switches in north-  
31 east Ohio from Dominion Energy to Columbia, for example, then Columbia  
32 is able to offer these energy efficiency programs to that customer.

33  
34 Q. If Suburban's "fixed-in-time" geographic service territory argument in  
35 this case is accepted by the Commission, what would be the impact to  
36 Columbia's customers?

37 A. By accepting such an argument, the Commission would be depriving new  
38 customers of the ability to participate in Columbia's energy efficiency pro-  
39 grams until January 1, 2023. In Case No. 16-1309-GA-UNC, et al., Columbia  
40 requested and received approval for a six-year term of its energy efficiency



1 program through December 31, 2022. Under Suburban's theory, new cus-  
2 tomers of Columbia that are connected to main line extensions after June  
3 10, 2016 or December 21, 2016, would not be eligible for a smart thermostat,  
4 an in-home energy audit, an energy efficient appliance rebate, an online  
5 home audit, a home energy usage report, income-eligible home weatheri-  
6 zation, or a new home incentive. Such a restriction on the availability of the  
7 programs was never intended by Columbia, nor would the Commission  
8 have approved such a blatant discrimination against customers.

9  
10 **Q. Are there any other pitfalls to Suburban's proposed geographic limita-**  
11 **tion to the EfficiencyCrafted® Homes Program?**

12 A. Yes. Taken to its logical conclusion, only customers in new homes that are  
13 being rebuilt in front of existing Columbia mains would be able to take ad-  
14 vantage of this program. This would presumably prohibit any new home  
15 subdivisions or neighborhoods from participating in the EfficiencyCrafted®  
16 Homes Program and all of Columbia's other energy efficiency program un-  
17 til January 1, 2023.

18  
19 **Q. Does Ohio have certified territories for natural gas utilities, similar to**  
20 **electric distribution utilities?**

21 A. No, Ohio does not have certified territories for natural gas utilities. Con-  
22 versely, the electric distribution utilities, pursuant to R.C. §§ 4933.81, et seq.,  
23 may request a certified territory from the Commission. I've been advised  
24 by counsel that there is no corresponding Ohio Revised Code section for  
25 natural gas companies.

26  
27 **Q. Are you familiar with the Commission providing any guidance regarding**  
28 **service territories for natural gas companies?**

29 A. Yes. In Case No. 87-1528-GA-ATA, the Commission stated that "any gas  
30 company may service any customer in any part of the state." Such a state-  
31 ment indicates that natural gas companies may serve any person in this  
32 state, unlike the electric distribution utilities which have certificated areas  
33 of service.

34  
35 **Q. Do Suburban's arguments align with this precedent?**

36 A. No, they do not. Suburban's arguments ignore that there are no certified  
37 territories in Ohio for natural gas companies. As I stated above, Columbia's  
38 service area changes on a regular basis. Because of its ever-changing nature,  
39 Columbia's references to "service area" or "service territory" would never  
40 be intended to limit Columbia to a "day-in-time" snapshot restriction.

1 IV. THE 1995 STIPULATION DOES NOT PROHIBIT THE EFFICIEN-  
2 CYCRAFTED® HOMES PROGRAM  
3

4 Q. Are you familiar with the Stipulation filed between Columbia and Sub-  
5 urban in Case Nos. 93-1569-GA-SLF, et al.?

6 A. Yes. I have read the Second Amended Joint Petition, Application and Stip-  
7 ulation and Recommendation filed on November 9, 1995. I have also re-  
8 viewed the Commission's Entries dated December 7, 1995 and December  
9 14, 1995, and the Commission's Finding and Order dated January 18, 1996.

10  
11 Q. What does Columbia understand the Stipulation's purpose to be?

12 A. The document speaks for itself. In the 1995 Stipulation, Columbia agreed to  
13 transfer to Suburban certain natural gas pipelines owned and operated by  
14 Columbia in Delaware County. Columbia also agreed to file certain tariff  
15 changes regarding the payment for, directly or indirectly, for customer ser-  
16 vice lines, house piping, and appliances. Finally, the 1995 Stipulation in-  
17 cludes, as Exhibit 7, a Release and Covenant Not To Sue.

18  
19 Q. What tariff changes, in particular, did the 1995 Stipulation require?

20 A. As described in the Commission's Finding and Order in Case Nos. 93-1569-  
21 GA-SLF, et al., the parties agreed to remove provisions from their tariffs  
22 that prevented them from paying for customers' service lines, house piping,  
23 or appliances.  
24

25 Q. Does the Release and Covenant Not to Sue attached to the 1995 Stipula-  
26 tion in any manner restrict Columbia's ability to offer energy efficiency  
27 programs?

28 A. No, it does not. Columbia had no energy efficiency programs, save for the  
29 WarmChoice® Program, at the time of the 1995 Stipulation. The Release  
30 simply precluded further *claims* relating to the named programs and any  
31 then-existing, substantially similar program. This release of claims does not  
32 prohibit the establishment of the EfficiencyCrafted® Homes Program or any  
33 other energy efficiency new homes programs.  
34

35 Q. Does the 1995 Stipulation include any restriction, limitation, or discus-  
36 sion regarding Columbia's ability to offer energy efficiency programs?

37 A. No, the 1995 Stipulation does not restrict, limit, or even discuss Columbia's  
38 ability to offer energy efficiency programs. This silence further extends to  
39 Columbia's ability to offer incentives to builders to build more energy effi-

1       cient homes. As explained earlier, the Commission has repeatedly ap-  
2       proved Columbia's energy efficiency programs over the last 10 years, and  
3       the programs have won several energy efficiency awards.  
4

5       **Q.    Do you agree with Suburban's allegation that the "purpose and intent of**  
6       **the 1995 Stipulation" prohibited Columbia from offering the Efficien-**  
7       **cyCrafted® Homes Program?**

8       A.    No, I do not. As I noted above, there is nothing in the 1995 Stipulation that  
9       sets out as its purpose or intent to prohibit Columbia from offering Com-  
10      mission-approved energy efficiency programs, including a new homes en-  
11      ergy efficiency program.  
12

13      **Q.    What action are you requesting that the Commission take with respect to**  
14      **the 1995 Stipulation?**

15      A.    The Commission should make a definitive ruling that the 1995 Stipulation  
16      does not prevent Columbia from offering the new homes energy efficiency  
17      program that the Commission has already approved three times, including  
18      the current EfficiencyCrafted® Homes Program. The Commission should  
19      make a definitive ruling that nothing in the 1995 Stipulation prevents Co-  
20      lumbia from offering service and Commission-approved DSM programs to  
21      customers and potential customers in any portion of Ohio, including Dela-  
22      ware County.  
23

24      The Commission should further affirmatively rule that the 1995 Stipulation  
25      contains no restrictions whatsoever on competition. The Commission  
26      should make these rulings because that is the proper reading of the 1995  
27      Stipulation and because that is in the best interests of natural gas customers  
28      in Ohio. If the Commission does not affirmatively rule that the 1995 Stipu-  
29      lation contains no restrictions on Columbia's ability to compete with Sub-  
30      urban, Columbia will continue to be subjected to variations on the com-  
31      plaints Suburban filed in 2011, 2013, and 2017.  
32

33      **Q.    How would customers benefit if the Commission allows Columbia and**  
34      **Suburban to continue competing for customers in Delaware County,**  
35      **without the restrictions suggested by Suburban?**

36      A.    The Commission supports the concept of customer choice in selecting both  
37      a natural gas local distribution company and a natural gas service supplier.  
38      Columbia has a CHOICE program that furthers this policy by allowing its  
39      customers to choose a different natural gas supplier even though Columbia  
40      provides the distribution service. To the best of my knowledge, Suburban

1 does not have a choice program that allows its customers the freedom to  
2 choose their natural gas supplier.

3  
4 If Columbia customers decide not to participate in Columbia's CHOICE  
5 program, they receive pricing based upon suppliers competing to serve  
6 them via an auction process that is supervised by the Commission. To my  
7 knowledge, Suburban does not auction the right to supply its customers.

8  
9 Finally, Columbia's rate structure and commodity auction mechanism pro-  
10 vide Columbia customers the opportunity for a lower monthly bill. As is  
11 shown on Thompson Attachment G, for the twelve-month period from  
12 April 2017 through March 2018, a Columbia customer will save \$81.39 as  
13 opposed to being served by Suburban during the same months.

14  
15 **VI. THE COMPLAINT FILED IN THIS CASE IS PART OF SUBURBAN'S**  
16 **ONGOING ANTI-COMPETITIVE TACTICS TO ESTABLISH AN EX-**  
17 **CLUSIVE SERVICE TERRITORY AND LIMIT CUSTOMER CHOICE**

18  
19 **A. Exclusive Natural Gas Service Agreements**

20  
21 **Q. Before becoming the Director of Regulatory Policy, did you work as an**  
22 **attorney at NiSource?**

23 **A.** I did. Beginning in August of 2012, I joined the NiSource Legal Department  
24 as an attorney in the real estate section. In this position, I primarily served  
25 as counsel to Columbia, advising on real estate matters in Ohio.

26  
27 **Q. During this time, did you become aware of any real estate documents rec-**  
28 **orded in Delaware County by Suburban?**

29 **A.** Yes. During my time in the real estate section, I became aware that Colum-  
30 bia had uncovered at least twelve easements and limitations of service  
31 agreements recorded by Suburban in Delaware County, from 1993 through  
32 2014, which are attached to my testimony as Thompson Attachment H.

33  
34 **Q. During the pendency of this proceeding, did you become aware of addi-**  
35 **tional real estate documents recorded in Delaware County by Suburban?**

36 **A.** Yes. Between 2014 and 2018, Suburban recorded additional easements and  
37 exclusive service agreements in Delaware County, which are attached to  
38 my testimony as Thompson Attachment I.

1 Q. Have you reviewed those documents?

2 A. Yes, I have.

3

4 Q. What do these documents show?

5 A. Each of these documents show Suburban's effort to create an exclusive ser-  
6 vice territory for itself by attempting to block any future competition over  
7 natural gas utility service. The Exclusive Natural Gas Service Agreements  
8 convey to Suburban "the sole and exclusive right to construct a natural gas  
9 distribution system" on the property. The agreements further prohibit the  
10 landowner from "grant[ing] any easement or other rights to any other per-  
11 son or entity for the purpose of providing natural gas service to the Pro-  
12 ject...." In the recent natural gas easement for the Evans Farms develop-  
13 ment in Delaware County, Suburban included the provision requiring ex-  
14 clusive natural gas service. By recording these documents, Suburban evi-  
15 dently expects to have this limitation run with the land to permanently re-  
16 strict natural gas service to these properties, without regard to the public  
17 policy implications for competition and customer choice. Such a restriction  
18 of service shows Suburban's intent to create the practical equivalent of a  
19 certified territory through the use of easements and exclusive service agree-  
20 ments to preclude other natural gas distribution companies from ever serv-  
21 ing in those areas.

22

23 Further, Columbia has learned through discovery in this proceeding, that  
24 Suburban paid \$14,064.00 for a Suburban's Exclusive Right to Serve Agree-  
25 ment for the Quail Hallow Subdivision in Delaware County. This included  
26 agreed consideration of \$12,500 and \$1,564 for attorney's fees to review  
27 Suburban's Exclusive Right to Serve Agreement. This correspondence is at-  
28 tached to my testimony as Thompson Attachment J.

29

30 When reviewing Suburban's tariff, I was unable to find any reference to  
31 exclusive service agreements, authorized payments for the right to exclu-  
32 sive service, or the payment of legal fees for customers to review agree-  
33 ments, let alone exclusive service agreements.

34

35 In my opinion, the current complaint appears to be just another part of Sub-  
36 urban's ongoing effort to create an exclusive service territory for itself and  
37 to insulate itself from any competition.

1   **Q.    Has Suburban threatened litigation in accordance with the exclusive ser-**  
2   **vice agreements?**

3   A.    Yes. Through discovery in this proceeding, Columbia also learned of Sub-  
4   urban's threat of litigation to enforce exclusive service agreements. John La-  
5   teulere of Redwood Acquisition sent an email to Andy Sonderman of Sub-  
6   urban questioning why "at no point did you think to correct us that the  
7   exclusive right to serve was only filed on phase 3 only and not on phase 2.  
8   Isn't that a little misleading?" In response, Andy Sonderman responded  
9   that the agreement had been recorded for both phases, and, regardless, Sub-  
10   urban had enforceable rights as to both phases. Mr. Sonderman ended his  
11   email by stating "I have no desire for legal expense even though I believe  
12   our position would be sustained. Let's move on." This correspondence is  
13   attached to my testimony as Thompson Attachment K.

14

15   **Q.    Has Suburban acknowledged that its intent was to secure exclusive ser-**  
16   **vice rights from customers as an attempt to foreclose Columbia Gas ser-**  
17   **vice?**

18   A.    Yes. Through discovery, Columbia has obtained a letter dated December 5,  
19   2017, in which Suburban acknowledges that its response to Columbia's en-  
20   ergy efficiency program was to "expand our program of acquiring gas ser-  
21   vice rights from existing landowners much as we acquire rights of way."  
22   The letter continues by explaining that this program was "initiated when  
23   we resolved a right-of-way problem in the Villages of Oak Creek." The let-  
24   ter concludes by asking the property owner whether he is interested in sell-  
25   ing these rights because "[n]aturally, Suburban would have to purchase  
26   these rights." This letter is attached to my testimony as Thompson Attach-  
27   ment L.

28

29       Further, internally Suburban has acknowledged that it intended to obtain  
30   exclusive rights to ensure properties would be served by Suburban. In an  
31   interoffice Memo dated August 29, 2016 from Andrew J. Sonderman to Da-  
32   vid L. Pemberton, Mr. Sonderman recommended that Suburban "might be  
33   better off paying compensation when necessary to obtain exclusive rights  
34   for strategically located acreage than depleting our resources fighting an  
35   expensive battle in the courts or PUCO." This memorandum is attached to  
36   my testimony as Thompson Attachment M.

**B. Communications with Developers or Home Builders**

**Q. Are you aware of any instances when Suburban has alleged to home builders or developers that Columbia is engaging in unlawful activities?**

**A.** Yes. As is noted in Thompson Attachment L, Suburban alleges to a developer that Columbia's energy efficiency program is the equivalent of "'buying the business' in Suburban's operating area." The letter goes on to explain that Suburban is challenging Columbia at the PUCO where it believes Suburban will win its case.

Likewise, in another letter to a home builder, Suburban explains it has been the "sole natural gas provider in this service area" and that it has challenged Columbia as to "the lawfulness of Columbia's marketing practices and the manner in which it has chosen to enter this market." This letter is attached to my testimony as Thompson Attachment N.

**Q. Has Suburban engaged in other tactics than those previously described to discourage builders and developers from utilizing Columbia?**

**A.** Yes. Suburban commenced this complaint case when Pulte Homes chose Columbia over Suburban to serve the Glenross South phases of that subdivision. Suburban further subpoenaed Pulte Homes' Jeff Thompson, and has added Mr. Thompson to its witness list for hearing. Pulte incurred legal expenses of engaging counsel to defend Mr. Thompson's deposition. Such practices act as a deterrent for builders to cross Suburban when it threatens to take them to court or to bring them into proceedings.

**C. Delaware County Public Officials**

**Q. Are you aware of any instances when Suburban has reached out to Delaware County public officials?**

**A.** I am. Through discovery in this proceeding, Columbia learned that Suburban had been communicating with the Delaware County Prosecutor. Specifically, Suburban alleged to the prosecutor that Columbia has been improperly "using ratepayer provided money to compete with Suburban...." Suburban's characterization of Columbia's energy efficiency programs as putting a "thumb on the scale" is self-serving and improperly portrays Columbia as dishonest. The correspondence showing this discussion is attached to my testimony as Thompson Attachment O.

1   **Q.   Are there any other instances in which Suburban and a Delaware County**  
2   **official were in contact about Columbia matters?**

3   A.   Yes. While communicating with the Delaware County Engineer about ob-  
4   taining a utility permit and information concerning Delaware County plans  
5   for the Glenross Subdivision, the Delaware County Engineer's Utility Co-  
6   ordinator, Jerry Owings, ends his correspondence by asking whether "this  
7   area would be Suburban Gas(?)" Columbia's engineer acknowledges Sub-  
8   urban, but notes that Columbia was reaching out to "incorporate your in-  
9   formation into our design so we can install the line in a way not to be in  
10   conflict with what you are doing." The email evidences Columbia's at-  
11   tempts to proactively incorporate Delaware County's plans and facilities  
12   into this project, and nothing further. Columbia's response, along with the  
13   entire email string, was then forwarded by Jerry Owings to Aaron Roll of  
14   Suburban twenty minutes later for no apparent reason. This correspond-  
15   ence is attached to my testimony as Thompson Attachment P.

16

17   **D. Mischaracterizations of 1995 Stipulation**

18

19   **Q.   Are you aware of any instances where Suburban has mischaracterized the**  
20   **1995 Stipulation in communication with residential subdivision devel-**  
21   **opers to discourage them from selecting Columbia over Suburban?**

22   A.   Yes. As reflected in Thompson Attachment L, David L. Pemberton refer-  
23   ences the 1995 stipulation, without specifically naming it, as a "settlement"  
24   he obtained 30 years ago challenging Columbia's practice of "buying the  
25   business." Mr. Pemberton further misrepresents that Columbia agreed 30  
26   years ago "not to offer incentives in this area which was approved by the  
27   PUCO."

28

29   **E. Conclusion Regarding Anticompetitive Tactics**

30

31   **Q.   After reviewing the evidence of Suburban's tactics and its allegations**  
32   **against Columbia, what do you conclude?**

33   A.   I conclude that the complaint in this case was filed as part of Suburban's  
34   ongoing anti-competitive tactics to establish an exclusive service territory  
35   and limit customer choice. With the contentious history between Columbia  
36   and Suburban, an order from the Commission with clear language reaffirm-  
37   ing the right of natural gas utilities to compete for customers in Ohio would  
38   help put to rest Suburban's attempts to thwart competition. Further, such a  
39   ruling would dissuade Suburban from propagating its theory of certified  
40   territories in its day-to-day dealings with customers and public officials.



CONFIDENTIAL

1 The Commission should answer this question once and for all – can natural  
2 gas companies compete for customers when there are no certified territories  
3 for natural gas companies – ending the efforts by Suburban to answer this  
4 question through its anticompetitive practices.  
5

6 **Q. Does this complete your Prepared Direct Testimony?**

7 **A.** Yes, it does. I reserve the right to file rebuttal testimony as warranted based  
8 upon further developments in this case.

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CERTIFICATE OF SERVICE

The Public Utilities Commission of Ohio's e-filing system will electronically serve notice of the filing of this document on the parties referenced on the service list of the docket card who have electronically subscribed to the case. In addition, the undersigned hereby certifies that a copy of the foregoing document is also being served via electronic mail on the 16th day of March, 2018, upon the parties listed below.

/s/ Eric B. Gallon

Eric B. Gallon

**Attorney for  
COLUMBIA GAS OF OHIO, INC.**

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Delaware County  
The Grantor Has Complied With  
Section 319.202 Of The R.C.  
DATE 12-9-14 Transfer Tax Paid 0  
~~TRANSFERRED OR TRANSFER NOT NECESSARY~~  
Delaware County Auditor By S. Likens

Doc ID: 010543450005 Type: OFF  
Kind: EASEMENT  
Recorded: 12/09/2014 at 02:32:53 PM  
Fee Amt: \$52.00 Page 1 of 5  
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File# 2014-00031448  
BK **1322** Pg **2115-2119**

Easement No. 21-01-258

### EASEMENT

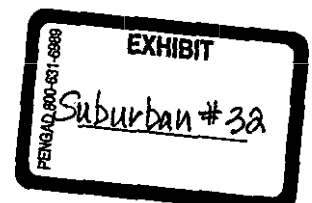
FOR AND IN CONSIDERATION OF One Dollar (\$1.00) and other good and valuable consideration to the Grantors in hand paid, receipt of which is hereby acknowledged, **BRUCE A. KINSEL AND HEATHER M. KINSEL**, husband and wife (hereinafter called the Grantors whether singular or plural), do hereby grant to **COLUMBIA GAS OF OHIO, INC.**, with principal offices at 200 Civic Center Drive, P. O. Box 117, Columbus, Ohio 43216-0117 (hereinafter called the Company), its successors and assigns, the right to lay pipelines together with service connections, over and through the premises hereinafter described, and to operate and maintain without restriction or limitation, repair, replace or change the size of its pipes without interruption to service, and remove same, together with valves and other necessary appurtenances on lands situated in Farm Lot 11, Quarter Township 3, Township 4, Range 17, USML, Township of Berkshire, County of Delaware, State of Ohio, and more particularly described as follows:

Recorded In: Deed Book 1166 Page 2624  
Permanent Parcel No.: 41734004028001  
Property Address: 3291 Rome Corners Rd.  
Containing: 7.907 Acres More or Less

The pipelines laid pursuant to the terms and conditions of this agreement shall be laid within the limits of a ten foot (10') wide easement as shown on Exhibit A attached hereto and made a part of hereof.

COLUMBIA GAS OF OHIO  
1600 DUBLIN RD  
COLUMBUS, OH 43216

32



In addition to the permanent ten foot wide easement area defined above, Grantor hereby grants Company, its successors and assigns, an easement to temporarily use an additional ten feet of space on the south side of and adjoining said permanent easement area, for the purpose of enabling Company to initially construct the pipeline and to later alter, replace, repair or relocate said pipeline (within the permanent easement area) and to conduct all activities incident thereto, including restoration or clean-up activities. Each time such temporary construction easement is utilized, Company shall restore the area disturbed.

With the right of ingress and egress to and from the same, the Grantors may fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Company and will not in any way impair the ability of the Company to operate, maintain, repair, replace or remove any such facility.

Grantors shall not construct or permit to be constructed or place any house, structure, trees, shrubbery taller than five (5) feet, leach beds, septic tanks or other obstructions on or over said easement area that will interfere with the construction, maintenance, operation, replacement or repair of the pipelines or appurtenances constructed hereunder; Provided, however, that Grantee consents to keep any existing trees or shrubbery along the northerly property line of the easement area.

All pipes shall be buried so as not to interfere with the present use of the land.

The Company shall replace and restore the area disturbed by the laying, construction, operation and maintenance of said pipelines to as near as practical to its original condition.

The Grantors and the Company have agreed as a part of the consideration hereof that any damages to lawn, driveways, permitted shrubbery, drain tiles, crops or permitted fences on said premises, the amount of which cannot be mutually agreed upon, shall be determined by a panel of arbitrators composed of three disinterested persons, of whom the Grantors and the Company shall appoint one each and the two arbitrators so appointed shall appoint the third, the award of any two

21-01-258

of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder.

With regard to the lands encompassed by this easement, ("Easement Area"), Grantors represent that, to the best of their knowledge:

1. No pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the Easement Area which would cause or threaten to cause an endangerment to human health or the environment or require clean up,
2. Neither the Easement Area, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protection that would affect the use of the Easement Area for Company's intended use, and,
3. The Easement Area is not currently and has not previously been used for commercial or industrial purposes.

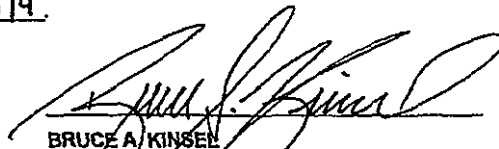
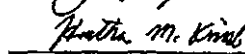
Grantors further represent that they have Informed Company, prior to execution of this Agreement, of any and all pollutants, contaminants, petroleum, hazardous substances and endangerments which the Grantors know or have reason to know exist or may exist on or under the Easement Area.

Grantors and Company agree that, except to the extent caused by the acts or omissions of the Company or its representatives and contractors, the Company shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Agreement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath or along the Easement Area.

The rights, privileges and terms hereby shall extend to and be binding upon the Grantor and the Company and their respective representatives, heirs, successors and assigns.

21-01-258

IN WITNESS WHEREOF, the Grantors hereto have hereunto set their hands this 6<sup>th</sup> day of March, 2014.

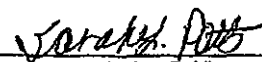
  
\_\_\_\_\_  
BRUCE A. KINSEL  
  
\_\_\_\_\_  
HEATHER M. KINSEL

STATE OF OHIO  
COUNTY OF Franklin } SS:

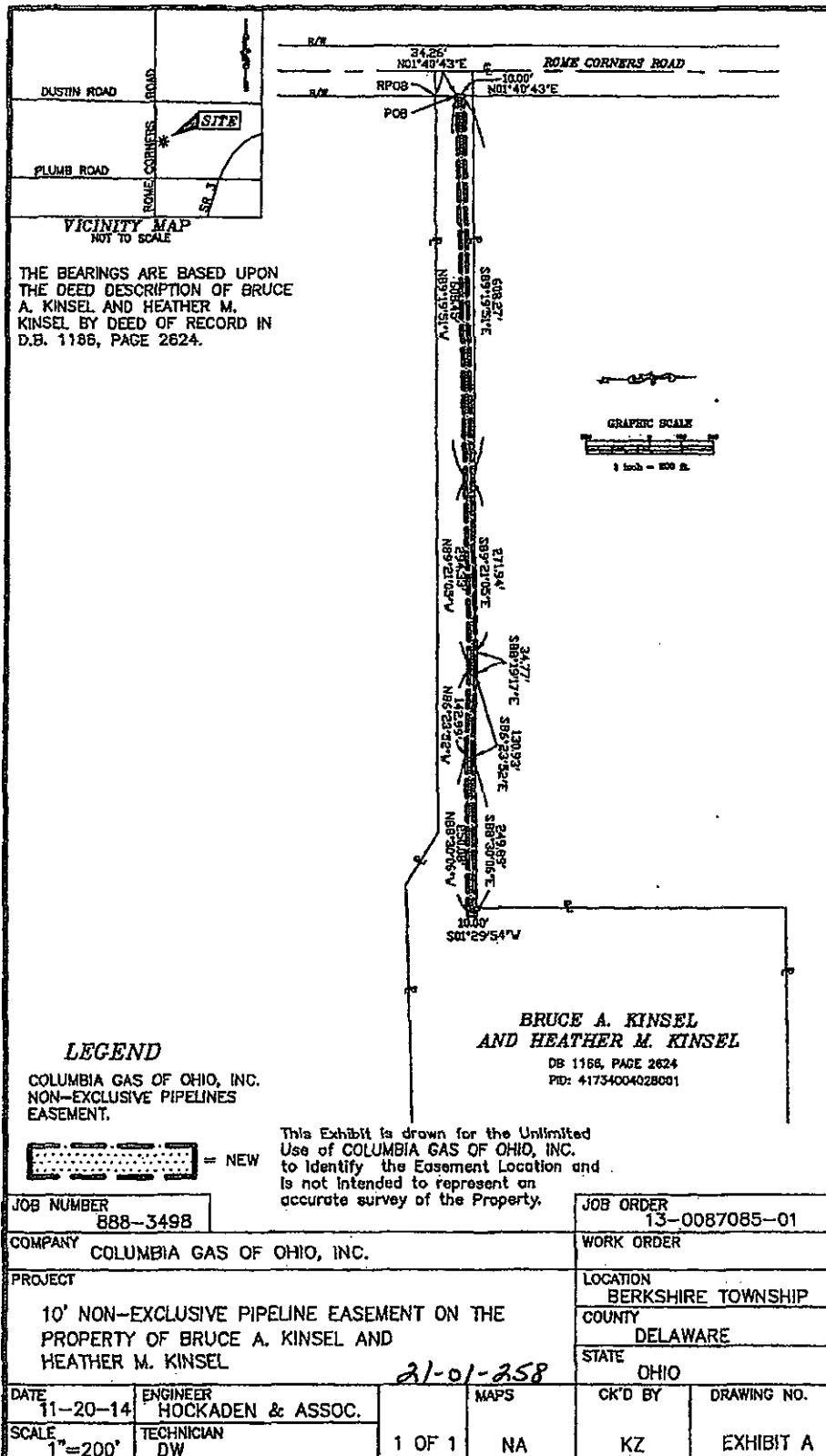
Personally appeared before me a Notary Public in and for said County, BRUCE A. KINSEL AND HEATHER M. KINSEL, husband and wife, who acknowledged the signing of the foregoing instrument to be their voluntary act and deed for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 6<sup>th</sup> day of March, 2014.

My Commission Expires:  
NOTARY PUBLIC  
State of Ohio  
My Commission Expires 2/24/2015

  
\_\_\_\_\_  
Notary Public  
Sarah Potts  
21-01-258

THIS INSTRUMENT PREPARED BY:  
COLUMBIA GAS OF OHIO, INC.  
JO#: 13-0087085-01 CJW



Delaware County  
The Grantor Has Complied With  
Section 319.202 Of The R.C.  
DATE 3-4-13 Transfer Tax Paid 0  
~~TRANSFERRED OR TRANSFER NOT NECESSARY~~  
Delaware County Auditor By R. Perry

Doc ID: 008816520003 Type: OFF  
Kind: EASEMENT  
Recorded: 03/04/2013 at 04:06:46 PM  
Fee Amt: \$36.00 Page 1 of 3  
Workflow# 0000048818-0001  
Delaware County, OH  
Melissa Jordan County Recorder  
File# 2013-00006570  
BK **1198** Pg **1210-1212**

Easement No. 21-06-577

**EASEMENT**

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid, receipt of which is hereby acknowledged, **ROMANELLI AND HUGHES BUILDING COMPANY**, an Ohio corporation, (hereinafter called the Grantor), does hereby grant to **COLUMBIA GAS OF OHIO, INC.**, with principal offices at 200 Civic Center Drive, P. O. Box 117, Columbus, Ohio 43216-0117, (hereinafter called the Company), its successors and assigns, the right to lay pipelines together with service connections, over and through the premises hereinafter described, and to operate and maintain without restriction or limitation, repair, replace, or change the size of its pipes without interruption to service and remove same, together with valves and other necessary appurtenances on lands situated in Genoa Township, Delaware County, State of Ohio, and more particularly described as follows:

Recorded in: O.R. 805 Page 920

Permanent Parcel No.: 317-322-03-008-000

Property Address: 6811 Worthington Road, Westerville, Ohio 43082

Containing: Situated in the State of Ohio, County of Delaware, Township of Genoa lying in Farm Lot 32, Quarter Township 3, Township 3, Range 17, United States Military District and being part of the 12.967 acre (Parcel I) and 17.579 acre (Parcel II) tracts as conveyed to John E. Shawd and Thomas A. Shawd by deed of record in O. R. 159 Page 783.

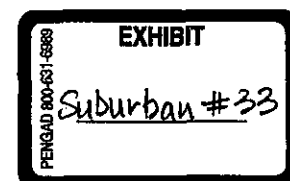
Location of the ten foot (10') wide easement on the property of the Grantor shall be centered on the pipeline as installed. The boundaries of the easement shall follow the route of the pipeline, 5 feet (5') on each side, and extended to the property limits where intersections with property boundaries occur.

With the right of ingress and egress to and from the same, the Grantor may fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Company and will not in any way impair the ability of the Company to operate, maintain, repair, replace or remove any such facility.

Grantor shall not construct or permit to be constructed or place any house, structure, trees, shrubbery taller than five (5) feet, leach beds, septic tanks or other obstructions on or over said easement area that will interfere with the construction, maintenance, operation, replacement or repair of the pipelines or appurtenances constructed hereunder.

COLUMBIA GAS OF OHIO  
1600 DUBLIN RD  
COLUMBUS, OH 43216

33





All pipes shall be buried so as not to interfere with the present use of the land. The Company shall replace and restore the area disturbed by the laying, construction, operation and maintenance of said pipelines to as near as practical to its original condition.

The Grantor and the Company have agreed as a part of the consideration hereof that any damages to lawn, driveways, permitted shrubbery, drain tiles, crops or permitted fences on said premises, the amount of which cannot be mutually agreed upon, shall be determined by a panel of arbitrators composed of three disinterested persons, of whom the Grantor and the Company shall appoint one each and the two arbitrators so appointed shall appoint the third, the award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder.

With regard to the lands encompassed by this easement, ("Easement Area"), Grantor represents that, to the best of its knowledge:

1. No pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the Easement Area which would cause or threaten to cause an endangerment to human health or the environment or require clean up,
2. Neither the Easement Area, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protection that would affect the use of the Easement Area for Company's Intended use, and,
3. The Easement Area is not currently and has not previously been used for commercial or industrial purposes.

Grantor further represents that it has informed Company, prior to execution of this Agreement, of any and all pollutants, contaminants, petroleum, hazardous substances and endangerments which the Grantor knows or has reason to know exist or may exist on or under the Easement Area.

Grantor and Company agree that, except to the extent caused by the acts or omissions of the Company or its representatives and contractors, the Company shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Agreement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath or along the Easement Area.

The rights, privileges and terms hereby shall extend to and be binding upon the Grantor and the Company and their respective representatives, heirs, successors and assigns.

IN WITNESS WHEREOF, the Grantor hereto has hereunto set its hand this 8 day of February, 2013.

ROMANELLI AND HUGHES BUILDING COMPANY,

By: [Signature]  
Print Name Vincent Romanelli

By: [Signature]  
Print Name Doreen Miller

21-06-577

STATE OF OHIO )  
COUNTY OF Franklin ) ss:

BEFORE ME, a Notary Public in and for said County and State, personally appeared Vincent Romanelli, and Darrel R. Miller of the aforementioned, ROMANELLI AND HUGHES BUILDING COMPANY, who represented that Vincent Romanelli, Darrel R. Miller authorized in the premises, and who acknowledged that they did sign the foregoing instrument, and that the same is their free act and deed as such Vincent Romanelli, Darrel R. Miller and is the free act and deed of said ROMANELLI AND HUGHES BUILDING COMPANY.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 11 day of February, 20 13.

My Commission Expires:



KAREN JENKINS  
Notary Public  
State of Ohio

My Comm. Exp. 11-16-2017

THIS INSTRUMENT PREPARED BY:  
TEAMFISHEL FOR  
COLUMBIA GAS OF OHIO, INC.

JO# 12-0086531-00 (dar)

Karen Jenkins  
Notary Public

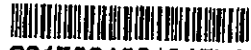
RETURN TO:  
COLUMBIA GAS OF OHIO, INC.  
LAND SECTION  
1600 DUBLIN ROAD  
COLUMBUS, OH 43215

21-06-577

TRANSFER  
NOT NECESSARY

SEP 14 2015

CLARENCE E. MINGO II  
AUDITOR  
FRANKLIN COUNTY, OHIO



201509180131559

Pgs: 4 \$44.00 T20150907608  
09/18/2015 8:53AM RECOLUMBIA G  
Terry J. Brown  
Franklin County Recorder

CONVEYANCE TAX EXEMPT	
R	M
CLARENCE E. MINGO II FRANKLIN COUNTY AUDITOR	

Land Record No. 500394

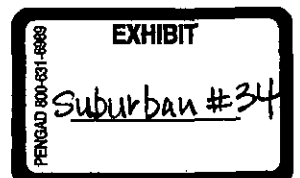
**EASEMENT**

FOR AND IN CONSIDERATION of One Dollar (\$1.00) and other good and valuable consideration to it in hand paid, receipt of which is hereby acknowledged, PULTE HOMES OF OHIO LLC, a Michigan limited liability company, (hereinafter called the Grantor), does hereby grant to COLUMBIA GAS OF OHIO, INC., with principal offices at 290 West Nationwide Boulevard, Columbus, Ohio 43215, (hereinafter called the Company), its successors and assigns, the right to lay pipelines together with service connections, over and through the premises hereinafter described, and to operate and maintain without restriction or limitation, repair, replace, or change the size of its pipe without interruption to service and remove same, together with valves and other necessary appurtenances on lands situated in State of Ohio, County of Franklin, City of Columbus, Jefferson Township, Quarter Township 4, Township 1, Range 18, United States Military Lands, being part of an original 96.418 acre tract in the names of Dominion Homes, Inc. as described in Inst#200501140009808 and more particularly described as follows:

Recorded In: Inst.# 201409080117284  
Permanent Parcel No.: 550-257916  
Containing: 33.389 Acres More or Less

Location of the ten foot (10') wide easement on the property of the Grantor shall be centered on the pipelines as installed. The boundaries of the easement shall follow the route of the pipeline, five feet (5') on each side, and extended to the property limits where intersections with property boundaries occur.

34



The Company is further granted the right and privilege to connect and extend any of its pipeline facilities, including laterals, installed hereunder for the purpose of providing gas service to other areas of the land herein described and to other customers of the Company.

In addition to the permanent ten foot wide easement area defined above, Grantor hereby grants Company, its successors and assigns, an easement to temporarily use an additional five feet of space on either side of and adjoining said permanent easement area, for the purpose of enabling Company to initially construct the pipeline and to later alter, replace, repair or relocate said pipeline (within the permanent easement area) and to conduct all activities incident thereto, including restoration or clean-up activities. Each time such temporary construction easement is utilized, Company shall restore the area disturbed.

With the right of ingress and egress to and from the same, the Grantor may fully use and enjoy the said premises, except for the purposes hereinbefore granted to the said Company and will not in any way impair the ability of the Company to operate, maintain, repair, replace or remove any such facility.

Grantor shall not construct or permit to be constructed or place any house, structure, trees, shrubbery taller than five (5) feet, leach beds, septic tanks or other obstructions on or over said easement area that will interfere with the construction, maintenance, operation, replacement or repair of the pipeline or appurtenances constructed hereunder.

Grantor acknowledges and agrees that Company has the right from time to time to: (a) clear the easement of all obstructions and (b) clear, cut, trim and remove any and all vegetation, trees, and brush and overhanging branches from the easement by various means, including the use of herbicides approved by the State of Ohio or the United States Environmental Protection Agency (or successor in-duty).

All pipe shall be buried so as not to interfere with the present use of the land.

The Company shall replace and restore the area disturbed by the laying, construction, operation and maintenance of said pipeline to as near as practical to its original condition.

The Grantor and the Company have agreed as a part of the consideration hereof that any damages to lawn, driveways, permitted shrubbery, drain tiles, crops or permitted fences on said

500394

premises, the amount of which cannot be mutually agreed upon, shall be determined by a panel of arbitrators composed of three disinterested persons, of whom the Grantor and the Company shall appoint one each and the two arbitrators so appointed shall appoint the third, the award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder.

With regard to the lands encompassed by this easement, ("Easement Area"), Grantor represents that, to the best of its knowledge:

1. No pollutants, contaminants, petroleum or hazardous substances have been disposed or released on or under the Easement Area which would cause or threaten to cause an endangerment to human health or the environment or require clean up,
2. Neither the Easement Area, nor any portion thereof, is legally or contractually restricted as to its use or is subject to special environmental protection that would affect the use of the Easement Area for Company's intended use, and,
3. The Easement Area is not currently and has not previously been used for commercial or industrial purposes.

Grantor further represents that it has informed Company, prior to execution of this Agreement, of any and all pollutants, contaminants, petroleum, hazardous substances and endangerments which the Grantor knows or has reason to know exist or may exist on or under the Easement Area.

Grantor and Company agree that, except to the extent caused by the acts or omissions of the Company or its representatives and contractors, the Company shall not be liable for, and is hereby released from, any and all claims, damages, losses, judgments, suits, actions and liabilities, whether arising during, prior to or subsequent to the term of this Agreement, related to the presence of pollutants, contaminants, petroleum, hazardous substances or endangerments in, beneath or along the Easement Area.

The rights, privileges and terms hereby shall extend to and be binding upon the Grantor and the Company and their respective representatives, heirs, successors and assigns.

500394

IN WITNESS WHEREOF, the Grantor hereto has hereunto set its hand this 13th day of July, 2015.

PULTE HOMES OF OHIO LLC

By: Matthew J. Callahan

Print Name: Matthew J. Callahan

Print Title: Div VP Land Acq.

STATE OF OHIO

COUNTY OF FRANKLIN

)  
) SS:

BEFORE ME, a Notary Public in, and for said County and State, personally appeared MATTHEW J. CALLAHAN of the aforementioned PULTE HOMES OF OHIO LLC who represented that HE is duly authorized in the premises, and who acknowledged that HE did sign the foregoing instrument and that the same is HIS free act and deed as such officer, and is the free act and deed of PULTE HOMES OF OHIO LLC.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal this 13th day of July, 2015.

My Commission Expires:

Stephen Peck

Notary Public

THIS INSTRUMENT PREPARED BY:  
COLUMBIA GAS OF OHIO, INC.  
JOB#: 14-0087197 RCR

RETURN TO:  
COLUMBIA GAS OF OHIO, INC.  
LAND SECTION  
1600 DUBLIN ROAD  
COLUMBUS, OH 43216

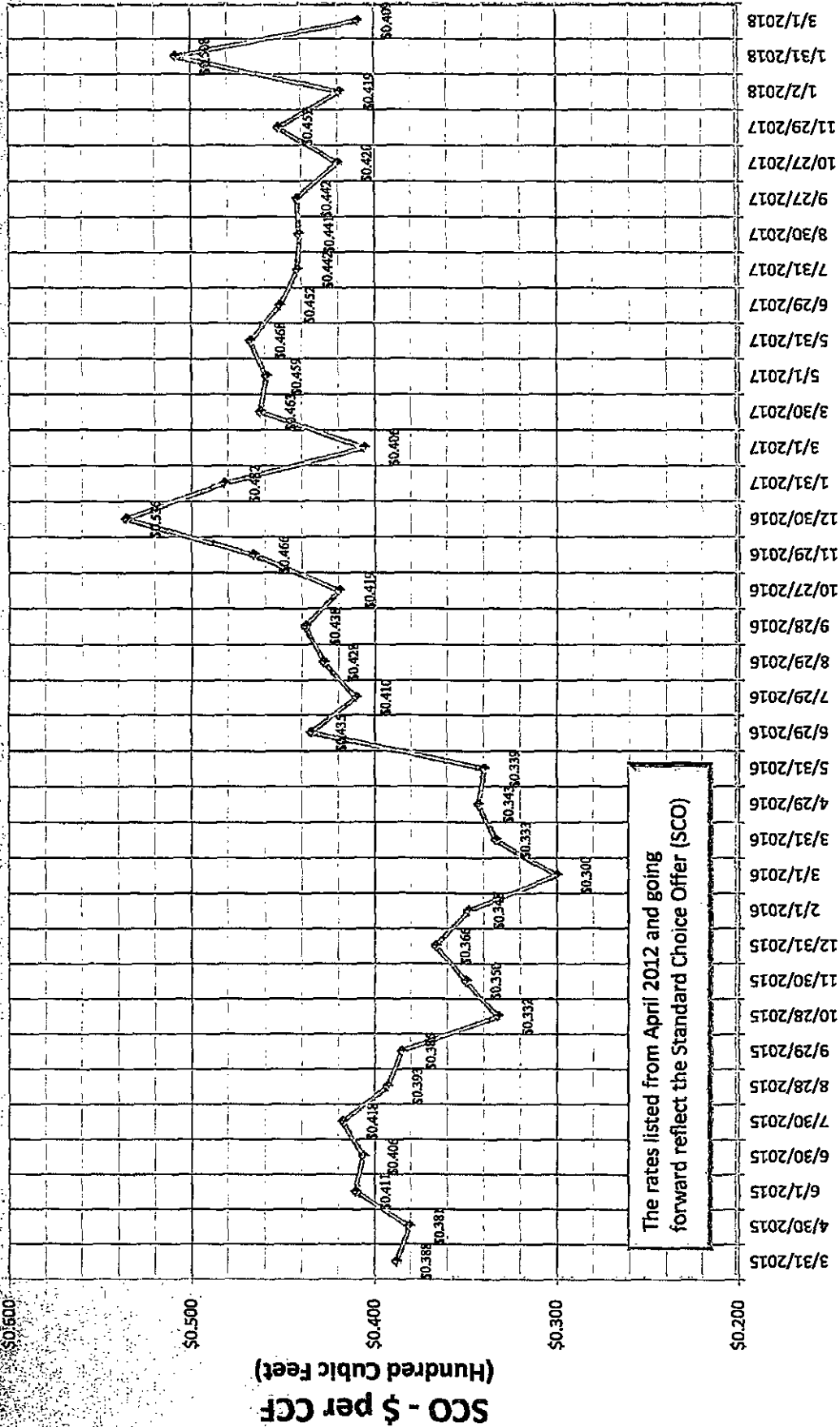


STEPHEN PECK  
Notary Public, State of Ohio  
My Commission Expires 01/18/2017  
500394

Sub 4D

# Columbia Gas of Ohio - Historical Natural Gas Rates

SCO Gas Rate



The rates listed from April 2012 and going forward reflect the Standard Choice Offer (SCO)

Rate Period

Effective Date

This chart represents a snapshot in time of past performance and does not necessarily reflect future price trends.

EXHIBIT

8

M. Thompson

EXHIBIT

Suburban #4D