

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

- - -

In the Matter of the :  
Application of Columbia :  
Gas of Ohio, Inc., for :  
Authority to Amend its :  
Filed Tariffs to Increase : Case No. 21-637-GA-AIR  
the Rates and Charges for :  
Gas Services and Related :  
Matters. :

- - -

In the Matter of the :  
Application of Columbia :  
Gas of Ohio, Inc., for : Case No. 21-638-GA-ALT  
Approval of an Alternative:  
Form of Regulation. :

- - -

In the Matter of the :  
Application of Columbia :  
Gas of Ohio, Inc., for :  
Approval of a Demand Side : Case No. 21-639-GA-UNC  
Management Program for its:  
Residential and Commercial:  
Customers. :

- - -

In the Matter of the :  
Application of Columbia :  
Gas of Ohio, Inc., for : Case No. 21-640-GA-AAM  
Approval to Change :  
Accounting Methods. :

- - -

PROCEEDINGS

before Mr. Gregory Price and Ms. Isabel Marcelletti,  
Attorney Examiners, at the Public Utilities  
Commission of Ohio, 180 East Broad Street, Room 11-A,  
Columbus, Ohio, called at 9:40 a.m. on Wednesday,  
November 16, 2022.

- - -

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

- - -

APPEARANCES:

Columbia Gas of Ohio  
By Mr. Joseph M. Clark  
and Mr. John R. Ryan  
290 West Nationwide Boulevard  
Columbus, Ohio 43215  
(614) 460-6988  
(614) 285-2220

Porter, Wright, Morris & Arthur, LLP  
By Mr. Eric B. Gallon,  
Mr. Mark S. Stemm,  
Mr. L. Bradford Hughes,  
and Ms. Devan K. Flahive  
41 South High Street  
Columbus, Ohio 43215  
(614) 227-2190  
(614) 227-2092  
(614) 716-1915  
(614) 227-1989

On behalf of Columbia Gas of Ohio.

Bruce E. Weston, Ohio Consumers' Counsel  
By Ms. Angela D. O'Brien,  
Mr. William J. Michael,  
and Mr. Connor D. Semple,  
Assistant Consumers' Counsel  
65 East State Street, 7th Floor  
Columbus, Ohio 43215  
(614) 466-9531  
(614) 466-1291  
(614) 466-9565

On behalf of the Residential Consumers of  
Columbia Gas of Ohio.

McNees, Wallace & Nurick, LLC  
By Mr. Matthew R. Pritchard  
21 East State Street, 17th Floor  
Columbus, Ohio 43215  
(614) 719-2840  
(614) 469-8000

On behalf of the Industrial Energy  
Users-Ohio.

- - -

APPEARANCES: (Continued)

Bricker & Eckler, LLP  
By Mr. Devin D. Parram  
100 South Third Street  
Columbus, Ohio 43215-4291  
(614) 227-8813

Northeast Ohio Public Energy Council  
By Mr. Glenn S. Krassen  
31360 Solon Road, Suite 33  
Solon, Ohio 44139  
(440) 249-7831

On behalf of the Northeast Ohio Public  
Energy Council.

Vorys, Sater, Seymour and Pease, LLP  
By Mr. Michael J. Settineri  
and Ms. Gretchen L. Petrucci  
52 East Gay Street  
Columbus, Ohio 43215  
(614) 464-5462  
(614) 464-5407

On behalf of the Retail Energy Supply  
Association.

Carpenter Lipps & Leland LLP  
By Ms. Kimberly W. Bojko  
and Mr. Jonathan Wygonski  
280 North High Street, Suite 1300  
Columbus, Ohio 43215  
(614) 365-4100  
(614) 365-4124

On behalf of the Ohio Manufacturers'  
Association Energy Group.

Carpenter Lipps & Leland LLP  
By Ms. Angela Paul Whitfield  
and Ms. Madeline Wilcox  
280 North High Street, Suite 1300  
Columbus, Ohio 43215  
(614) 365-4100  
(614) 365-4122

On behalf of The Kroger Company.

APPEARANCES: (Continued)

Bricker & Eckler, LLP  
By Mr. Dane Stinson  
100 South Third Street  
Columbus, Ohio 43215-4291  
(614) 227-4854

On behalf of the Ohio Schools Council.

Interstate Gas Supply, Inc.  
By Mr. Joseph E. Oliker,  
Mr. Michael A. Nugent,  
Mr. Evan Betterton,  
and Ms. Stacie Cathcart  
6100 Emerald Parkway  
Dublin, Ohio 43016  
(614) 659-5069  
(614) 659-5065  
(614) 659-5000  
(419) 349-1952

On behalf of the Interstate Gas Supply,  
Inc.

Hubay|Dougherty  
By Mr. Trent Dougherty  
1391 Grandview Avenue, #12460  
Columbus, Ohio 43212  
(614) 330-6752

On behalf of the Citizens' Utility Board  
of Ohio.

Boehm, Kurtz & Lowry  
By Mr. Michael L. Kurtz,  
Mr. Kurt J. Boehm,  
and Ms. Jody Kyler Cohn  
36 East Seventh Street, Suite 1510  
Cincinnati, Ohio 45202  
(513) 421-2255

On behalf of the Ohio Energy Group.

- - -

APPEARANCES: (Continued)

Environmental Law & Policy Center  
By Ms. Janean R. Weber  
21 West Broad Street, 8th Floor  
Columbus, Ohio 43215  
(614) 569-3827

Environmental Law & Policy Center  
By Mr. Robert Kelter  
and Mr. Daniel Abrams  
35 East Wacker Drive, Suite 1600  
Chicago, Illinois 60601  
(312) 795-3734  
(312) 673-6500

On behalf of the Environmental Law &  
Policy Center.

Kegler Brown Hill & Ritter Co., L.P.A.  
By Mr. Robert Dove  
and Mr. Nicholas S. Bobb  
65 East State Street, Suite 1800  
Columbus, Ohio 43215  
(614) 462-5443

On behalf of the Ohio Partners for  
Affordable Energy.

Dave Yost, Ohio Attorney General  
John Jones, Section Chief  
Public Utilities Section  
By Mr. Werner L. Margard, III  
and Mr. Shaun Lyons,  
Assistant Attorneys General  
30 East Broad Street, 26th Floor  
Columbus, Ohio 43215  
(614) 728-9481

On behalf of the Staff of the PUCO.

- - -

1	INDEX		
2	- - -		
3	WITNESS		PAGE
4	Melissa L. Thompson		
	Direct Examination by Mr. Gallon		18
5	Cross-Examination by Mr. Bobb		21
	Cross-Examination by Ms. Weber		40
6	Cross-Examination by Mr. Dougherty		67
	Redirect Examination by Mr. Gallon		75
7	Recross-Examination by Ms. Weber		78
	Examination by Examiner Price		79
8			
	Thomas Bullock		
9	Direct Examination by Mr. Dougherty		88
	Cross-Examination by Ms. O'Brien		90
10	Examination by Examiner Price		107
11	Nicole Peoples		
	Direct Examination by Mr. Bobb		109
12	Cross-Examination by Ms. O'Brien		111
	Examination by Examiner Price		120
13			
	John F. Sarver, III		
14	Direct Examination by Mr. Bobb		123
	Cross-Examination by Ms. O'Brien		126
15	- - -		
16	COLUMBIA EXHIBIT	IDENTIFIED	ADMITTED
17	1 Columbia's Application Filed	84	84
18	on June 30, 2021 (Including		
19	Amended Schedule C-9 and		
	Schedule D-1B Filed on		
20	July 14, 2021		
21	1A CONFIDENTIAL Schedule E-4	84	84
22	Information in Columns (C)		
23	(Customer Bills) and (D) (Mcf)		
	For Flex Customers-Covered by		
24	1st Motion for Protective		
	Order (Filed on June 30, 2021)		
25	2 Columbia's Proofs of	84	84
	Publication of its Application		
	- - -		

1	INDEX (Continued)		
2	- - -		
3	COLUMBIA EXHIBIT	IDENTIFIED	ADMITTED
4	3 Columbia's Proofs of	84	84
5	Publication of the Local Public		
6	Hearings and the Evidentiary		
7	Hearing		
8	4 Prepared Direct Testimony and	84	84
9	Exhibits of Melissa L. Thompson		
10	5 Prepared Direct Testimony and	84	84
11	Exhibits of Jeffery T. Gore		
12	6 Prepared Direct Testimony and	84	84
13	Exhibits of Tamaleh L. Shaeffer		
14	7 Prepared Direct Testimony and	84	84
15	Exhibits of Russell A. Feingold		
16	(Public Version)		
17	7A Prepared Direct Testimony and	84	84
18	Exhibits of Russell A. Feingold		
19	(CONFIDENTIAL VERSION)		
20	8 Prepared Direct Testimony and	84	84
21	Exhibits of Melissa Bartos		
22	9 Prepared Direct Testimony and	84	84
23	Exhibits of Kimberly Cartella		
24	(Public Version)		
25	9A Prepared Direct Testimony and	84	84
	Exhibits of Kimberly Cartella		
	(CONFIDENTIAL VERSION)		
	10 Prepared Direct Testimony and	84	84
	Exhibits of Donald Ayers		
	11 Prepared Direct Testimony of	84	84
	George Dice		
	12 Prepared Direct Testimony and	84	84
	Exhibits of Bryan Trapp		
	- - -		

1	INDEX (Continued)			
2	- - -			
3	COLUMBIA EXHIBIT	IDENTIFIED ADMITTED		
4	13 Prepared Direct Testimony and Exhibits of Connor McGrath	84	84	
5	14 Prepared Direct Testimony and Exhibits of Eric Slowbe	84	84	
6	15 Prepared Direct Testimony and Exhibits of Scott C. Tustin	84	84	
7	16 Prepared Direct Testimony and Exhibits of John Spanos	84	84	
8	17 Prepared Direct Testimony and Exhibits of Paul Moul	84	84	
9	18 Prepared Direct Testimony and Exhibits of Marc Okin (Public Version)	84	84	
10	18A Prepared Direct Testimony and Exhibits of Marc Okin (CONFIDENTIAL VERSION)	84	84	
11	19 Prepared Direct Testimony and Exhibits of Sarah Poe	84	84	
12	20 Prepared Supplemental Direct Testimony of Melissa L. Thompson (Public Version)	84	84	
13	20A Prepared Supplemental Direct Testimony of Melissa L. Thompson (CONFIDENTIAL VERSION)	84	84	
14	21 Prepared Supplemental Direct Testimony of Kimberly Cartella (Public Version)	84	84	
15	21A Prepared Supplemental Direct Testimony of Kimberly Cartella (CONFIDENTIAL VERSION)	84	84	
16	- - -			
17				
18				
19				
20				
21				
22				
23				
24				
25				

1	INDEX (Continued)			
2	- - -			
3	COLUMBIA EXHIBIT	IDENTIFIED ADMITTED		
4	22 Prepared Supplemental Direct	84	84	
5	Testimony of Donald Ayers			
6	23 Prepared Supplemental Direct	84	84	
7	Testimony of Jennifer Harding			
8	24 Prepared Supplemental Direct	84	84	
9	Testimony of Connor McGrath			
10	25 Prepared Supplemental Direct	84	84	
11	Testimony of Eric Slowbe			
12	26 Prepared Supplemental Direct	84	84	
13	Testimony of Jeffery T. Gore			
14	27 Prepared Supplemental Direct	84	84	
15	Testimony of Scott Tustin			
16	28 Prepared Supplemental Direct	84	84	
17	Testimony of John J. Spanos			
18	29 Prepared Supplemental Direct	84	84	
19	Testimony of Paul Moul			
20	30 Prepared Supplemental Direct	84	84	
21	Testimony of Sarah Poe			
22	31 Prepared Supplemental Direct	84	84	
23	Testimony of Benjamin Gilman			
24	32 Prepared Supplemental Direct	84	84	
25	Testimony of Russell A. Feingold (Public Version)			
	32A Prepared Supplemental Direct	84	84	
	Testimony of Russell A. Feingold (CONFIDENTIAL VERSION)			
	33 Prepared Supplemental Direct	84	84	
	Testimony of Tamaleh L. Shaeffer (Public Version)			
	- - -			

1	INDEX (Continued)		
2	- - -		
3	COLUMBIA EXHIBIT	IDENTIFIED	ADMITTED
4	33A Prepared Supplemental Direct	84	84
5	Testimony of Tamaleh L.		
6	Shaeffer (CONFIDENTIAL VERSION)		
7	34 Prepared Supplemental Direct	84	84
8	Testimony of Marc B. Okin		
9	(Public Version)		
10	34A Prepared Supplemental Direct	84	84
11	Testimony of Marc B. Okin		
12	(CONFIDENTIAL VERSION)		
13	35 Supplemental Direct Testimony	17	83
14	of Melissa L. Thompson		
15	36 Joint Exhibit 1-Appendix F	84	84
16	37 Updated Rate Case Expense	84	84
17	- - -		
18	OCC EXHIBIT	IDENTIFIED	ADMITTED
19	1 Supplemental Testimony in	86	87
20	Support of the Settlement by		
21	Kerry J. Adkins		
22	2 Direct Testimony of Roger D.	86	87
23	Colton		
24	3 Direct Testimony of Robert B.	87	87
25	Fortney		
26	4 Direct Testimony of	87	87
27	Zhen Zhu, Ph.D.		
28	- - -		
29	CUB OHIO EXHIBIT	IDENTIFIED	ADMITTED
30	1 Testimony of Thomas Bullock	87	108
31	- - -		

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

INDEX (Continued)

- - -

OPAE EXHIBIT	IDENTIFIED	ADMITTED
1 Direct Testimony of John F. Sarver, III	122	139
2 Direct Testimony of Nicole Peoples	110	121

- - -

ELPC EXHIBIT	IDENTIFIED	ADMITTED
1 Supplemental Direct Testimony of Karl R. Rabago	139	146
2 Columbia Gas of Ohio, Inc., Response to the Environmental Law & Policy Center Interrogatories Dated November 4, 2022, ELPC Interrogatories Set 1, No. 1	146	146

- - -

STAFF EXHIBIT	IDENTIFIED	ADMITTED
1 Staff Report of Investigation Filed on April 6 of 2022	157	160
2 Prefiled Testimony in Response to Objections to the Staff Report of James Zell	158	160
3 Prefiled Testimony in Response to Objections to the Staff Report of Craig Smith	158	160
4 Prefiled Testimony in Response to Objections to the Staff Report of Krystina Schaefer	158	160
5 Prefiled Testimony in Response to Objections to the Staff Report of Jennifer Mocniak	158	160

- - -

INDEX (Continued)

- - -

STAFF EXHIBIT IDENTIFIED ADMITTED

6	Prefiled Testimony in Response to Objections to the Staff Report of James Ripke	159	160
7	Prefiled Testimony in Response to Objections to the Staff Report of Dorothy Bremer	159	160
8	Prefiled Testimony in Support of the Stipulation of David Lipthrott	159	160

- - -

JOINT EXHIBIT IDENTIFIED ADMITTED

1	Joint Stipulation and Recommendation Filed on October 31, 2022, and Updates/Corrections November 3-Clarification of Appendix A, November 4-OEG Letter of Support, and November 9-Appendix Reference Correction Plus Clarification of Meter Test Charge Language	39	85
2	Stipulation of Facts	84	84

- - -

1 Wednesday Morning Session,  
2 November 16, 2022.

3 - - -

4 EXAMINER PRICE: Let's go on the record.

5 EXAMINER MARCELLETTI: The Commission has  
6 set for hearing at this time and place Case No.  
7 21-637-GA-AIR, et al., which is captioned in the  
8 Matter of the Application of Columbia Gas of Ohio,  
9 Inc., for an Increase in its Rates and Charges.

10 I am Isabel Marcelletti and with me is  
11 Gregory Price. We have been assigned by the  
12 Commission to hear this case.

13 So let's begin with taking appearances of  
14 the parties and we will start with Company and just  
15 work our way down.

16 MR. CLARK: Thank you, your Honor.  
17 Joseph M. Clark, John R. Ryan on behalf of Columbia  
18 Gas of Ohio, 290 West Nationwide Boulevard, Columbus,  
19 Ohio 43215.

20 MR. GALLON: Your Honor, Eric B. Gallon,  
21 Mark S. Stemm, L. Bradford Hughes, and Devan Flahive  
22 from Porter, Wright, Morris & Arthur, LLP, on behalf  
23 of Columbia Gas of Ohio, 41 South High Street, Suite  
24 3000, Columbus, Ohio 43215.

25 MR. PRITCHARD: On behalf of Industrial

1 Energy Users - Ohio, Matt Pritchard, the law firm of  
2 McNees, Wallace & Nurick, 21 East State Street,  
3 Columbus, Ohio 43215.

4 MR. BOEHM: Good morning, your Honors.  
5 Appearing on behalf of the Ohio Energy Group, Kurt  
6 Boehm with the law firm Boehm, Kurtz & Lowry, 36 East  
7 Seventh Street, Suite 1510, Cincinnati, Ohio 45202.

8 MS. PETRUCCI: Good morning. On behalf  
9 of the Retail Energy Supply Association, the law firm  
10 of Vorys, Sater, Seymour and Pease, 52 East Gay  
11 Street, by Michael J. Settineri and Gretchen  
12 Petrucci.

13 MR. MARGARD: Good morning. Thank you,  
14 your Honor. On behalf of the Staff of the Public  
15 Utilities Commission of Ohio, David Yost, Ohio  
16 Attorney General, John Jones, Section Chief, Public  
17 Utilities Section, by Assistant Attorney General  
18 Werner Margard and Shaun Lyons, 30 East Broad Street,  
19 26th Floor, Columbus, Ohio.

20 MS. O'BRIEN: Good morning, your Honors.  
21 On behalf of the Office of the Ohio Consumers'  
22 Counsel, Bruce Weston, Ohio Consumers' Counsel,  
23 Angela D. O'Brien, William Michael, Connor Semple,  
24 Assistant Consumers' Counsel, 65 East State Street,  
25 Suite 700, Columbus, Ohio 43215.

1 MR. PARRAM: Good morning, your Honor.  
 2 On behalf of the Northeast Ohio Public Energy  
 3 Council, Devin Parram from the law firm Bricker &  
 4 Eckler, 100 South Third Street, Columbus, Ohio 43215  
 5 and also Mr. Glenn Krassen, in-house counsel for  
 6 Northeast Ohio Public Energy Council, 31360 Solon  
 7 Road, Suite 33, Solon, Ohio 44139.

8 And, your Honor, I would also like to  
 9 make an appearance on behalf of the Ohio Schools  
 10 Council, Mr. Dane Stinson of the law firm Bricker &  
 11 Eckler, 100 South Third Street, Columbus, Ohio 43215.

12 MS. WHITFIELD: Good morning, your Honor.  
 13 On behalf of The Kroger Company, Angela Paul  
 14 Whitfield and Madeline Wilcox from the law firm  
 15 Carpenter, Lipps and Leland, 280 North High Street,  
 16 Suite 1300, Columbus, Ohio 43215.

17 MS. BOJKO: Good morning, your Honors.  
 18 On behalf of the Ohio Manufacturers' Association  
 19 Energy Group, Kimberly W. Bojko and Jonathan Wygonski  
 20 from the law firm Carpenter, Lipps and Leland, 280  
 21 North High Street, Suite 1300, Columbus, Ohio 43215.

22 MR. NUGENT: Good morning, your Honors.  
 23 On behalf of the Interstate Gas Supply, Inc., Michael  
 24 Nugent, Joseph Oliker, Evan Betterton, and Stacie  
 25 Cathcart, 6100 Emerald Parkway, Dublin, Ohio 43016.

1 MS. WEBER: Good morning. Janean Weber,  
2 on behalf of the Environmental Law & Policy Center.  
3 I have with me Robert Kelton and Daniel Abrams as  
4 well, 21 West Broad Street, 8th Floor, Columbus,  
5 43215.

6 MR. DOVE: Good morning, your Honor. On  
7 behalf of Ohio Partners for Affordable Energy, Robert  
8 Dove and Nicholas Bobb with the law firm Kegler,  
9 Brown, Hill & Ritter, 65 East State Street, Suite  
10 1800, Columbus, Ohio 43215.

11 MR. DOUGHERTY: Thanks, your Honor. On  
12 behalf of Citizens Utility Board of Ohio, Trent  
13 Dougherty of the law firm Hubay|Dougherty, 1391  
14 Grandview Avenue, 12 -- No. 12460, Columbus, Ohio  
15 43212.

16 EXAMINER PRICE: Thank you all.

17 At this time we have motions for pro hac  
18 vice filed on behalf of Mr. Kelter and Mr. Abrams  
19 from the ELPC.

20 At this time we will go ahead and grant  
21 those motions.

22 Ms. Thompson, you are our first witness.

23 MR. CLARK: Your Honor, quickly I wanted  
24 to ask you as it relates to admitting the exhibits,  
25 the application and other testimonies, I am not sure

1 when you would like to handle that, but I wanted to  
2 kind of bring that up first.

3 EXAMINER PRICE: At the conclusion of  
4 Ms. Thompson's testimony.

5 MR. CLARK: Sounds good. Thank you.

6 Also Mr. Gallon will be presenting and  
7 defending Ms. Thompson.

8 (Witness sworn.)

9 EXAMINER PRICE: Please be seated and  
10 state your name and business address for the record.

11 THE WITNESS: Melissa Thompson, 290 West  
12 Nationwide Boulevard, Columbus, Ohio 43215.

13 EXAMINER PRICE: Please proceed,  
14 Mr. Gallon.

15 MR. GALLON: Your Honor, I would ask the  
16 court reporter to mark Ms. Thompson's supplemental  
17 direct testimony as Columbia Exhibit 35.

18 EXAMINER PRICE: So marked.

19 (EXHIBIT MARKED FOR IDENTIFICATION.)

20 - - -

21

22

23

24

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MELISSA L. THOMPSON

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

DIRECT EXAMINATION

By Mr. Gallon:

Q. Ms. Thompson, how are you this morning?

A. It's Wednesday.

Q. Would you please state your name and your  
business address for the record.

A. Melissa Thompson, 290 West Nationwide  
Boulevard, Columbus, Ohio 43215.

Q. And who is your employer?

A. Columbia Gas of Ohio.

Q. And what is your position with that  
Company?

A. Director of Regulatory Policy.

Q. Do you have a copy of the document in  
front of you that has been marked as Columbia  
Exhibit 35?

A. I do.

Q. Can you please identify Columbia  
Exhibit 35 for the record.

A. It is my prepared supplemental direct  
testimony that was filed on October 31, 2022.

Q. Was this testimony prepared by you or

1 under your direction?

2 A. It was.

3 Q. And do you have any changes or  
4 corrections to make to your testimony this morning?

5 A. I do.

6 Q. Could you please state them for the  
7 record.

8 A. On page 2 of my testimony, at line 28,  
9 after "Interstate Gas Supply, Inc., ('IGS');," I  
10 would like to add "Ohio Energy Group ('OEG');."

11 In addition to that change, on page 2,  
12 lines 34 through 35, I would like to delete the  
13 sentence that currently reads "As of October 31,  
14 2022, Ohio Energy Group ('OEG') neither supports nor  
15 opposes the Stipulation."

16 In addition to that change, on page 3,  
17 line 37, after the comma in that sentence, I would  
18 like to add the word "in."

19 Finally, on page 5, at line 16, I would  
20 like to add the following question and answer:  
21 "Question: Are you recommending that the Commission  
22 approve the Stipulation of Facts filed on  
23 November 16, 2022? Answer: Yes."

24 Q. With the exception of the corrections  
25 that you have just specified, Ms. Thompson, if I

1 asked you the questions found in your testimony  
2 today, would your answers be the same?

3 A. Yes.

4 MR. GALLON: Your Honor, Columbia Gas of  
5 Ohio would move for admission of Columbia Exhibit 35  
6 at this time, subject to cross-examination.

7 EXAMINER PRICE: Thank you.

8 Mr. Pritchard?

9 MR. PRITCHARD: No, cross, your Honor.

10 EXAMINER PRICE: Mr. Boehm?

11 MR. BOEHM: No questions, your Honor.

12 EXAMINER PRICE: RESA -- yeah, you are  
13 here for RESA today?

14 MS. PETRUCCI: Yes, I am, your Honor, and  
15 no questions.

16 EXAMINER PRICE: Mr. Margard?

17 MR. MARGARD: No, your Honor.

18 EXAMINER PRICE: OCC?

19 MS. O'BRIEN: No questions, your Honor.

20 EXAMINER PRICE: Kroger?

21 MS. WHITFIELD: No questions, your Honor.

22 EXAMINER PRICE: Ms. Bojko?

23 MS. BOJKO: No questions, your Honor.

24 EXAMINER PRICE: Mr. Nugent?

25 MR. NUGENT: No questions.

1 EXAMINER PRICE: Let's go off the record.

2 (Discussion off the record.)

3 EXAMINER PRICE: Let's go on the record.

4 Mr. Bobb.

5 MR. BOBB: Yes, your Honor. Thank you.

6 - - -

7 CROSS-EXAMINATION

8 By Mr. Bobb:

9 Q. Ms. Thompson, can you hear me okay?

10 A. I can.

11 Q. It's going to be hard for you to see me.

12 I apologize for that. I would like you to start off  
13 by helping me understand some of the acronyms and  
14 terms that are used in your testimony. Can you  
15 explain for me what a fixed delivery charge is?

16 A. A fixed delivery charge is also known as  
17 a monthly delivery charge that customers pay on their  
18 bill.

19 Q. What's included in that fixed delivery  
20 charge, if anything, other than just the fixed  
21 delivery charge?

22 A. The fixed delivery charge is what's being  
23 set in this case. It's our base rates for customers  
24 in the small general service class.

25 Q. Does it also include riders like the

1 Rider Infrastructure Replacement Program or the Rider  
2 Capital Expenditure Program?

3 A. If it's just the monthly delivery charge,  
4 it does not. In this case we are rolling the Riders  
5 IRP and CEP plant from January, February, March of  
6 the test year into that charge.

7 Q. Now, I was asking you about fixed  
8 delivery charge. You've answered about monthly  
9 delivery charge. Are those terms interchangeable to  
10 you, or are they two distinct terms?

11 A. I would consider the fixed delivery  
12 charge the monthly delivery charge.

13 Q. Exclusive of those two riders that we  
14 discussed.

15 A. As they are continuing on after the test  
16 year in this case and date certain.

17 Q. Now, is there a way for a Columbia Gas  
18 customer to avoid paying the fixed delivery charge?

19 A. If a customer finals an account or is no  
20 longer a customer, they won't pay those changes.

21 Q. You said finals an account?

22 A. Is no longer a customer.

23 Q. Would that entail a disconnect fee?

24 A. Columbia doesn't have any disconnect  
25 fees.

1           Q.    Now, if that customer wanted to resume  
2 being a Columbia customer, would there be a reconnect  
3 fee?

4           A.    There's a reconnect fee.

5           Q.    And how much is that?

6           A.    \$52.

7           Q.    Can the fixed delivery charge, or as you  
8 called it the monthly delivery charge, be higher than  
9 a customer's variable usage charge?

10          A.    Yes.

11          Q.    Under what circumstances would that be?

12          A.    If a customer's usage is less than the  
13 fixed monthly delivery charge or fixed charges on the  
14 bill.

15          Q.    And do I understand right then that the  
16 variable usage charge is added in addition to the  
17 fixed delivery charge?

18          A.    Correct. Our riders that are volumetric  
19 are added to that amount.

20          Q.    Now, the two riders that we discussed,  
21 the Infrastructure Replacement Program and Capital  
22 Expenditure Program, are either of those riders  
23 volumetric?

24          A.    For the small general service class,  
25 those riders are fixed on a monthly basis.

1           Q.    Explain for me what the Rider  
2   Infrastructure Replacement Program funds.

3           A.    The Infrastructure Replacement Program  
4   funds the replacement of bare steel, cast iron,  
5   wrought iron mains as well as hazardous service lines  
6   in our territory.

7           Q.    Do you know when that rider was first  
8   introduced?

9           A.    2008 it was introduced and appeared on  
10   customer bills in 2009.

11          Q.    Did Columbia Gas have costs associated  
12   with fixing and replacing those mains and service  
13   lines you just described prior to 2008?

14          A.    Prior to 2008, Columbia did not own  
15   service lines. So prior to 2008, Columbia would  
16   treat service lines that run between the main and the  
17   meter somewhat how it treats house lines today where  
18   we would actually red tag, so we actually did not  
19   incur those costs for service lines. Mains, just  
20   like any other main in our system, was replaced on an  
21   as-needed basis due to leakage.

22          Q.    So how were the costs to replace those  
23   lines covered before the introduction of the Rider  
24   IRP?

25          A.    So for mains it would have been included

1 in base rates prior to that rider.

2 Q. How is the Rider IRP calculated?

3 A. So we have many schedules. The reason I  
4 am pausing there is many schedules that detail how  
5 it's calculated. At a high level, the rider takes  
6 into account the plant-in-service, retirements, and  
7 it goes through quite a few calculations to end up  
8 with a revenue requirement and that revenue  
9 requirement is then allocated over classes, divided  
10 by bills to arrive at a rate.

11 Q. Is that rate set on an annual basis and  
12 then billed monthly?

13 A. It is set on an annual basis and billed  
14 monthly.

15 Q. Is that on actual costs incurred?

16 A. Correct.

17 Q. You've mentioned different rate classes.  
18 Do I understand correctly then that the IRP is  
19 collected in different amounts from different  
20 classes?

21 A. That's correct.

22 Q. And in some cases it's volumetric, and in  
23 some cases it's fixed?

24 A. Today the IRP is a fixed monthly charge  
25 from all three rate classes.

1           Q.    Under the Stipulation would that remain  
2   the same?

3           A.    Under the Stipulation the SGS class,  
4   small general service class, will continue to have a  
5   fixed monthly charge. The general service class and  
6   the large general service class will instead have a  
7   surcharge instead of a fixed monthly charge.

8           Q.    How does that surcharge work?

9           A.    The surcharge is calculated based upon,  
10   again, an allocation of the revenue to the general  
11   service class and the large general service class.  
12   That revenue is then divided by the anticipated base  
13   rate revenue for that class during the rate recovery  
14   year to arrive at a percentage that will be charged  
15   to those customers in that individual class.

16          Q.    Do you know how much Columbia Gas  
17   collects for the SGS class for the IRP as of today?

18          A.    I do not know off the top of my head.

19          Q.    Do you know how much that is per month  
20   per SGS class customers?

21          A.    I cannot recall.

22          Q.    Do you know whether that will increase or  
23   decrease under the Stipulation?

24          A.    The current Rider IRP when base rates go  
25   into effect will decrease and --

1 Q. Go ahead.

2 A. And it will decrease to 73 cents the day  
3 that the base rates go into effect.

4 Q. Now, what about in year five under the  
5 Stipulation? Will it still be lower than it is  
6 today?

7 A. Because I don't recall the rate, I can't  
8 tell you whether it's higher or lower.

9 Q. Does Columbia Gas spend all of the IRP it  
10 collects on an annual basis?

11 A. The IRP is a historic-looking test year,  
12 so Columbia had already incurred the dollars that  
13 it's then recovering in the following year for the  
14 Rider IRP.

15 Q. And I think I just asked you this. You  
16 don't know whether the IRP will increase under the  
17 Stipulation?

18 A. The -- I'm sorry, the 73 cent rate will  
19 increase over time?

20 Q. Yes, ma'am.

21 A. We anticipate the 73 cents will increase  
22 over time.

23 Q. What is it that makes you anticipate that  
24 that 73 cents will increase over time?

25 A. Because the Company wants to continue to

1 replace bare steel, cast iron, and wrought iron mains  
2 and wants to continue to repair or replace customer  
3 service lines that are hazardous.

4 Q. And does the Company intend to replace  
5 more hazardous lines in the future than it's  
6 replacing, at a faster rate than it's replacing them  
7 today?

8 A. No. Columbia will continue the program  
9 as is.

10 Q. So I guess what I don't understand is if  
11 Columbia is going to replace the same amount of  
12 lines, why will the cost increase or why does  
13 Columbia expect the cost to increase?

14 A. So the rider rate itself will increase as  
15 we continue to spend money year after year. And that  
16 rate itself would then increase with each year  
17 passing an additional revenue requirement being  
18 included in that rider.

19 Q. Is it cumulative?

20 A. Yes.

21 EXAMINER PRICE: I think I understand  
22 what you mean by cumulative, but I'm not sure the  
23 record is clear. In the first year of the program,  
24 you will not recover all of the costs; you will  
25 recover a portion of the costs.

1 THE WITNESS: That's correct.

2 EXAMINER PRICE: And the second year you  
3 will recover a portion of the first year costs, a  
4 portion of the second year costs --

5 THE WITNESS: That's correct.

6 EXAMINER PRICE: -- so on, and so forth.

7 THE WITNESS: That's correct.

8 Q. (By Mr. Bobb) In year five will you be  
9 recovering from year one still?

10 A. Yes.

11 Q. And that's why the IRP charge to the SGS  
12 customer increases every year.

13 A. Correct.

14 Q. Will any of those costs be borne by  
15 shareholders?

16 A. No.

17 Q. And who owns the main lines that are  
18 being replaced or maintained through that IRP?

19 A. Columbia Gas of Ohio.

20 Q. And ultimately its shareholders?

21 A. Ultimately.

22 Q. I am going to shift topics on you. You  
23 are familiar with the Rider Capital Expenditure  
24 Program?

25 A. I am.

1 Q. What does it fund?

2 A. The Capital Expenditure Program funds  
3 other types of capital such as growth, betterment,  
4 IT, shared services, different categories of capital.

5 Q. And who owns those capital assets?

6 A. Columbia Gas of Ohio.

7 Q. And ultimately its shareholders?

8 A. Yes.

9 Q. Prior to the -- well, strike that.

10 Do you know when the Capital Expenditure  
11 Program was introduced, that rider?

12 A. Columbia filed its application for the  
13 Capital Expenditure Program Rider in December of  
14 2017. The rider itself went into effect in late  
15 November of 2018.

16 Q. Prior to 2017, did Columbia Gas of Ohio  
17 have capital expenditures that are covered by this  
18 rider?

19 A. Yes.

20 Q. How were those capital expenditures paid  
21 for prior to the introduction of the rider?

22 A. Columbia had in place the Capital  
23 Expenditure Program deferral.

24 Q. Explain that to me, if you would.

25 A. The Capital Expend -- the Capital

1 Expenditure Program deferral was a deferral mechanism  
2 by which Columbia was able to defer the depreciation  
3 expense, property tax expense, and carrying costs  
4 associated with capital that is covered by the CEP  
5 Rider.

6 Q. I don't want to put words in your mouth,  
7 so correct me if I am wrong, but is it your testimony  
8 then Columbia never paid for those capital  
9 expenditures prior to the introduction of the Rider  
10 CEP?

11 A. Columbia funded the capital and that  
12 those expenses were deferred.

13 Q. How is the CEP cost calculated?

14 A. Similar to the IRP, every year Columbia  
15 determines the capital that's in service, backs out  
16 retirements, it goes through several calculations to  
17 eventually arrive at a revenue requirement similar to  
18 IRP. That revenue requirement is then allocated by  
19 class, divided by number of bills for the SGS class  
20 and other classes today to arrive at a monthly rate.

21 Q. Why is that expense allocated by class as  
22 opposed to being shared across all classes equally?

23 A. At the time that the CEP Rider was  
24 adopted, the allocation methodology was the same  
25 allocation methodology that was approved by the

1 Commission in the 2008 rate case. That allocation  
2 methodology is the one we used for the CEP Rider in  
3 2017 and 2018.

4 Q. Right. I understand that. But why is it  
5 being proposed in the Stipulation that way?

6 A. To continue that allocation.

7 Q. But you don't know what the rationale was  
8 back when it was initially introduced?

9 A. The rationale was to -- the rationale was  
10 to match the allocation percentages in the current  
11 CEP Rider to that which had been approved by the  
12 Commission for those assets in 2008.

13 Q. How is the CEP Rider collected?

14 A. The CEP Rider is collected today as a  
15 fixed monthly delivery charge for the small general  
16 service class.

17 Q. Is it collected from any other class?

18 A. It's collected from the general service  
19 class and the large general service class today as a  
20 fixed monthly rider.

21 Q. Under the Stipulation will it continue to  
22 be collected in the same manner?

23 A. For the SGS class it will continue to be  
24 a fixed monthly delivery charge. For the general  
25 service and the large general service class, similar

1 to Rider IRP, that rider rate will then go to a  
2 percentage surcharge.

3 Q. Do you have any understanding as to which  
4 class will bear most of the costs under the  
5 Stipulation for the CEP Rider?

6 A. The highest allocation is to the small  
7 general service class.

8 Q. Why is that?

9 A. The percentages contained in the  
10 Stipulation were negotiated among all of the parties.

11 Q. Do you happen to know what percentage  
12 will be paid by the SGS class?

13 A. For which rider?

14 Q. The CEP.

15 A. For the CEP Rider it's 87 percent.

16 Q. Do you know what that breaks out to per  
17 month per SGS class customer in year five of the  
18 proposed Stipulation?

19 A. The rate limitation contained in the  
20 Stipulation for the in-service capital of 2026 is  
21 \$8.74.

22 Q. So it's \$8.74?

23 A. That is correct.

24 Q. And that's on a per SGS class customer  
25 basis every month?

1           A.     That is correct.

2           Q.     And that's a fixed charge that the SGS  
3 class customers will have to pay regardless of usage?

4           A.     That is correct.

5           EXAMINER PRICE:   One second.   I don't  
6 think the record is clear.   That's a cap --

7           THE WITNESS:   Correct.

8           EXAMINER PRICE:   -- if you spend the  
9 money to justify the expense.

10          THE WITNESS:   That's correct.

11          Q.     (By Mr. Bobb) Okay.   And Columbia's  
12 expectation is that it will spend most or all of  
13 that?

14          A.     I don't know today.

15          Q.     Well, how did you arrive at that cap  
16 number?

17          A.     The cap number contained here was part of  
18 a negotiation with all the parties in this case.

19          Q.     And in that negotiation did Columbia  
20 consider whether it would reasonably expect to spend  
21 that much?

22          MR. GALLON:   Objection.

23          MS. BOJKO:   Objection.

24          MR. GALLON:   To the extent that the  
25 questioner is asking for discussions during

1 negotiations or considerations of the parties, under  
2 the Commission's rules, 4901-1-26(E), I believe,  
3 settlement negotiations are not admissible in -- in  
4 evidence.

5 EXAMINER PRICE: Objection sustained. If  
6 you could just reword.

7 MR. BOBB: Yeah. To be -- if you could  
8 reread the question, I don't think I asked what  
9 Columbia said to anyone. I asked if Columbia  
10 considered whether it would spend the money that it's  
11 got as a cap, if it would spend up to the cap. I  
12 don't think that has anything to do with what  
13 Columbia told other parties.

14 EXAMINER PRICE: Close enough. The  
15 objection is sustained. If you could please rephrase  
16 it.

17 Q. (By Mr. Bobb) Does Columbia expect to  
18 spend most or all of the rider cap, up to the rider  
19 cap?

20 MS. BOJKO: Objection, asked and  
21 answered.

22 EXAMINER PRICE: We will give him some  
23 leeway.

24 A. I don't know.

25 Q. Is the CEP cumulative?

1 A. Yes.

2 Q. Similar to the IRP?

3 A. Yes.

4 Q. So in year five Columbia expects to still  
5 be recovering expenses that were -- this money and  
6 dollars that were spent in year one?

7 A. That is correct.

8 Q. Do you know what the fixed delivery  
9 charge would be today if you included both the Rider  
10 CEP and Rider IRP as they are today per SGS customer  
11 on a monthly basis?

12 A. Would you please reread the question?

13 Q. Yeah. Can you -- can you tell me what  
14 the fixed delivery charge is today for an SGS class  
15 customer if you include both the Rider CEP and the  
16 Rider IRP and the other fixed delivery charges that  
17 we discussed earlier in your testimony?

18 A. I believe it's \$36.99.

19 Q. And if the Stipulation is approved, how  
20 much will that same fixed delivery charge be in  
21 November of 2027?

22 MR. GALLON: Objection, calls for  
23 speculation.

24 EXAMINER PRICE: She can answer to the  
25 extent Columbia hits the caps contained in the Stip.

1           A.     If Columbia hits all of the caps on all  
2 of its riders, the total is -- I believe it's \$56.51,  
3 subject to check, without a calculator.

4           EXAMINER PRICE:   Ms. Thompson, if  
5 Columbia underspends in year two of the cap, can they  
6 make that up in year three, or do they lose that  
7 money under the cap forever?

8           THE WITNESS:   Columbia as long as it  
9 maintains under the caps in each year, that  
10 underspend would be carried over to the following  
11 year as long as it's underneath the cap.

12          EXAMINER PRICE:   Thank you.

13          Q.     (By Mr. Bobb) Are you familiar with the  
14 portion of the Stipulation that precludes Columbia  
15 from pursuing or supporting the pursuit of  
16 consumer-funded energy efficiency programs?

17          A.     I am familiar with that portion.

18          Q.     Does Columbia believe the Commission has  
19 legal authority to enforce that provision?

20          MS. O'BRIEN:   Objection, calls for a  
21 legal conclusion.

22          MR. BOBB:   I am not asking if the  
23 Commission has the authority. I am asking whether  
24 Columbia believes that the Commission does.

25          MR. GALLON:   Objection, relevance.

1 EXAMINER PRICE: Yeah. I don't  
2 understand the relevance of what Columbia -- an  
3 organization's beliefs might be.

4 MR. BOBB: Just exploring whether there  
5 are provisions in here that Columbia believes are  
6 unenforceable.

7 EXAMINER PRICE: I don't see the  
8 relevance to that question. What do you mean by  
9 unenforceable?

10 MR. BOBB: If there's terms in the  
11 Stipulation that are unenforceable, what's -- if  
12 there is a mechanism to force Columbia to do the  
13 things that it says it's going to do or not do the  
14 things it says it's not going to do.

15 MR. GALLON: Your Honor, I think what he  
16 is asking the witness for is a legal conclusion. On  
17 behalf of Columbia Gas of Ohio, we would object on  
18 that basis.

19 MR. BOBB: She is a lawyer, your Honor.

20 EXAMINER PRICE: She is a lawyer but  
21 legal conclusions are for briefs, not witnesses.  
22 We'll sustain the objection.

23 Q. (By Mr. Bobb) All right. You have the  
24 Stipulation in front of you?

25 A. I do.

1           Q.    Could you turn to page 11 of the  
2    Stipulation, please.  Are you there?  You see Section  
3    D starts "Demand Side Management Program and Rider"?

4                   EXAMINER PRICE:  Let's go off the record  
5    for a minute.

6                   (Discussion off the record.)

7                   EXAMINER PRICE:  Let's go on the record.

8                   At this time the Joint Stipulation and  
9    Recommendation between Columbia and various parties  
10   will be marked as Joint Exhibit 1.

11                   (EXHIBIT MARKED FOR IDENTIFICATION.)

12                  MR. BOBB:  Thank you, your Honor.

13                Q.    (By Mr. Bobb) You are with me on page 11,  
14    Section D?  There's footnote 15.  Could you read that  
15    into the record for me.

16                A.    "OMA Energy Group, IEU-Ohio, and Kroger  
17    do not take a position on the Demand Side Management  
18    provision of this -- of the Stipulation due to the  
19    DSM Rider being paid solely by the Small General  
20    Service Rate Class."

21                Q.    And you were involved in taking point on  
22    Columbia's behalf for the crafting of this Joint  
23    Stipulation; is that right?

24                A.    That's correct.

25                Q.    Do you recall of the remaining signatory

1 parties -- we know OMA Energy Group, IEU-Ohio, and  
2 Kroger don't have a position on this. Of the  
3 remaining signatory parties, do you know which one  
4 requested Section D be included?

5 MR. PRITCHARD: Objection.

6 MS. O'BRIEN: Objection.

7 MR. GALLON: Objection. Requesting  
8 communications that were during the settlement  
9 negotiations, outside the scope of evidence.

10 EXAMINER PRICE: Sustained.

11 MR. BOBB: All right. I will withdraw  
12 the question.

13 All right. I have no fourth questions  
14 for the witness at this time, your Honor.

15 EXAMINER PRICE: Thank you.

16 ELPC?

17 - - -

18 CROSS-EXAMINATION

19 By Ms. Weber:

20 Q. Good morning.

21 A. Good morning.

22 Q. Can you hear me?

23 A. I can.

24 Q. Okay. Janean Weber on behalf of the  
25 ELPC. Melissa, do you have your testimony handy?

1 A. I do.

2 Q. Okay. Great. I will be asking you some  
3 questions about that if you don't mind turning to  
4 your testimony.

5 A. Ms. Weber, which testimony would you like  
6 me to turn to?

7 Q. Your supplemental testimony that I think  
8 was just marked in today. One second while I get  
9 organized.

10 All right. If you could turn to page 2  
11 of your supplemental testimony, lines 18 through 20.  
12 Let me know when you are there.

13 A. I'm there.

14 Q. You refer to "parties," and I am using  
15 parties with a lower case P. Do you see that?

16 A. I do.

17 Q. Is this meant to refer to all of the  
18 parties in the case?

19 A. That is correct.

20 Q. What is that?

21 A. That is correct.

22 Q. And that's inclusive of the signatory  
23 parties and the objecting parties and at the time of  
24 writing the Stipulation the non-objecting parties; is  
25 that correct?

1           A.     That is correct.

2           Q.     Elsewhere in your testimony, for  
3 instance, on page -- page 1, line 22, you refer to  
4 "Signatory Parties." Are you there?

5           A.     Yes.

6           Q.     Signatory Parties is capitalized, each  
7 word?

8           A.     Yes.

9           Q.     All right. And this is meant to  
10 represent only the parties who signed the  
11 Stipulation; is that correct?

12          A.     That's correct.

13          Q.     So throughout your testimony here today,  
14 you've carried this naming convention forward; would  
15 that be accurate?

16          A.     That's correct.

17          Q.     So we'll walk through that a little bit  
18 just for clarification, okay? So page 2, line 13,  
19 "capable and knowledgeable parties," lower case P.  
20 Are you there?

21          A.     I'm there.

22          Q.     And is that meant to be all parties or  
23 just the signatory parties?

24          A.     All parties.

25          Q.     Okay. Page 3, line 6, let me know when

1 you are there.

2 A. I'm there.

3 Q. It says "open process in which all  
4 parties," I assume you mean all parties there, not  
5 just the signatory parties?

6 A. That's correct.

7 Q. And that goes on to say "were represented  
8 by able counsel and technical experts." Did you mean  
9 to say that all parties in the negotiation were  
10 represented by counsel?

11 A. That's correct.

12 Q. And all parties in the negotiation were  
13 represented by technical experts?

14 A. All parties wouldn't be represented by  
15 technical experts under the ethics rules.

16 Q. What's that? I'm sorry. I didn't hear  
17 you.

18 A. I said all parties could not be  
19 represented by technical experts under the ethics  
20 rules for lawyers.

21 Q. I'm sorry. Maybe I don't understand  
22 that. The sentence says "All parties were  
23 represented by able counsel and technical experts."  
24 Is technical experts not meant to apply to all  
25 parties in this situation?

1           A.    That's correct, but also technical  
2 experts who are non-attorneys cannot represent  
3 companies. That's a violation of the ethics rules.

4           Q.    Understanding that there were counsel  
5 involved in representation, are you meaning to say  
6 that technical experts were also present as a part of  
7 the representation of all of the parties involved in  
8 the negotiation?

9           A.    I think that technical experts were  
10 present, but I don't know if they were -- if all  
11 parties had technical experts.

12          Q.    Thank you. Page 3, line 8, "Columbia and  
13 other parties engaged in extensive negotiations." Do  
14 you see that?

15          A.    I do.

16          Q.    And is other parties all parties --

17          A.    Correct.

18          Q.    -- in this situation? Yes?

19          A.    Yes.

20          Q.    Page 3, line 10, starting on line 9,  
21 "There were numerous settlement nego -- negotiations  
22 with the parties." Are you meaning all of the  
23 parties or the signatory parties in this situation?

24          A.    All parties.

25          Q.    Page 3, line 11, "Columbia and the other

1 parties." Is other parties meant to signify all  
2 parties or just the signatory parties?

3 A. All parties.

4 Q. Page 3, line 17, says "including those  
5 issues cited by these parties." Who are these  
6 parties?

7 A. The signatory parties.

8 Q. So in this situation lower case parties  
9 means the signatory parties; is that correct?

10 A. That's correct.

11 Q. Page 5, line 4, the sentence begins  
12 actually on line 3, "The Stipulation reflects a  
13 compromise amongst many parties." Parties is lower  
14 case there too. Were you meaning all parties or the  
15 signatory parties in this situation?

16 A. Signatory parties.

17 Q. Thank you for that slog. You are  
18 familiar with ELPC, the organization that I  
19 represent, correct?

20 A. Correct.

21 Q. And you are familiar with the position of  
22 ELPC on energy efficiency; is that right?

23 A. Generally familiar, yes.

24 Q. What is your understanding?

25 MS. O'BRIEN: Objection, relevance.

1 MS. WEBER: This is highly relevant.  
2 This proceeding contains an energy efficiency  
3 component and that's part of the Stipulation. This  
4 is foundation for a line of questioning that I am  
5 about to ask.

6 MS. O'BRIEN: The witness's understanding  
7 of ELPC's positions on energy efficiency has no  
8 bearing as to whether the settlement satisfies the  
9 three-part test the PUCO considers when evaluating  
10 settlements.

11 EXAMINER PRICE: I mean, I think you make  
12 a very fair point, but we'll let her answer to the  
13 extent she can.

14 A. Generally ELPC in this case is advocating  
15 for the continuation of the energy efficiency  
16 programs, specifically the non-low income energy  
17 efficiency program.

18 Q. And you are aware that ELPC filed  
19 objections to the Staff Report in this case, correct?

20 A. Yes.

21 Q. Are you generally familiar with ELPC's  
22 objections to the Staff Report?

23 A. In my previous answer I am generally  
24 familiar that the position of ELPC is regarding the  
25 non-low income energy efficiency program.

1           Q.    So you are familiar that ELPC filed its  
2           objection -- its first objection on the need for  
3           continuation of the low income and non-low income  
4           energy efficiency programs that Columbia had  
5           previously been successful in getting through the  
6           Commission, correct?

7           A.    Correct.

8           Q.    And are you also familiar then with  
9           ELPC's second objection which is ELPC disagreed with  
10          Staff's recommendation to continue the policy of high  
11          fixed charges for the residential rate class?

12               MR. GALLON:  Pardon me, your Honors.  
13          This might go better if you are going to be asking  
14          the witness about ELPC's filed objections in the  
15          docket if you provide the witness with a copy of  
16          those objections.

17               MS. WEBER:  She hasn't asked for one, but  
18          I do have one handy if she needs to refresh her  
19          recollection.

20          A.    I would like a copy.

21          Q.    Sure.

22               MS. WEBER:  I wasn't intending to mark  
23          this one, but I do have an extra.  Okay.

24          Q.    (By Ms. Weber) If you could just take a  
25          minute to refresh your recollection.  I promise we

1 are not going to get into the weeds, so when you are  
2 ready, let me know.

3 A. I'm ready. Thank you.

4 Q. All right. So I presented you with a  
5 copy of ELPC's objections to the Staff Report to  
6 refresh your recollection on the two objections that  
7 ELPC filed. Did this help refresh your recollection?

8 A. It did, thank you.

9 Q. And in addition to the objection one,  
10 which we already discussed on the energy efficiency  
11 portfolio, did you find that ELPC also filed an  
12 objection to the Staff Report on the high fixed  
13 charges for residential ratepayers?

14 A. That's correct.

15 Q. You were aware also that CUB and OP&E  
16 filed similar objections in support of energy  
17 efficiency and also against the high residential  
18 rates for fixed residential charges for residential  
19 ratepayers; is that correct?

20 A. That's correct.

21 Q. Are you familiar with OCC as an  
22 organization?

23 MS. O'BRIEN: Objection, your Honor.  
24 Again, her familiarity with OCC is not relevant to  
25 the three-part test.

1 EXAMINER PRICE: Sustained.

2 Q. (By Ms. Weber) Let me ask this a  
3 different way, are you familiar with OCC's position  
4 on non-low income energy efficiency from your  
5 experience at Columbia?

6 MS. O'BRIEN: Again, your Honor,  
7 objection, irrelevant as to what OCC's position is.

8 MR. GALLON: I would also object that the  
9 question is ambiguous as to time frame and forum.

10 MS. WEBER: I can clarify the time frame,  
11 if necessary.

12 EXAMINER PRICE: Please.

13 Q. (By Ms. Weber) In the last few years, has  
14 OCC supported non-low income energy efficiency to  
15 your understanding?

16 MS. O'BRIEN: Objection, vague. OCC  
17 takes different positions in different proceedings.

18 EXAMINER PRICE: Let's rephrase our  
19 question sticking to this litigation.

20 MS. WEBER: Okay.

21 Q. (By Ms. Weber) In this litigation,  
22 Ms. Thompson, has OCC ever supported non-low income  
23 energy efficiency?

24 A. To my recollection, and it's been a while  
25 since I've reviewed OCC's filings on the docket, I --

1 actually I don't remember. I don't recall. I don't  
2 recall their positions in this case regarding energy  
3 efficiency. I would need to see their objections to  
4 refresh my recollection.

5 Q. What's that?

6 A. I would need to see OCC's objections to  
7 refresh my recollection.

8 Q. Okay. We will put a pin in this for a  
9 moment. Are you generally familiar with OCC's  
10 position on energy efficiency for non-low income  
11 residential consumers?

12 MS. O'BRIEN: Objection.

13 MR. GALLON: Objection.

14 MS. O'BRIEN: Asked and answered, also  
15 irrelevant.

16 EXAMINER PRICE: Sustained.

17 MS. WEBER: I'm asking -- okay.

18 Q. (By Ms. Weber) There were a number of  
19 settlement meetings in this case as you note on page  
20 3, line 9, of your testimony; is that correct?

21 A. That is correct.

22 Q. And you note this because there is a  
23 prong with the test that the Commission applies that  
24 requires the Stipulation be a product of serious  
25 bargaining; isn't that right?

1           A.     That is correct.

2           Q.     If I could have you turn your attention  
3     to the Stipulation, which I believe was previously  
4     marked as Joint Exhibit 1, page 11. And now I've  
5     lost it. Thank you. ELPC was not a party to the  
6     bargaining that resulted in "Section D Demand Side  
7     Management Program and Rider" starting on page 11 of  
8     the Stipulation; is that correct?

9           EXAMINER PRICE: What do you mean by  
10    that? Can you rephrase more specifically, please?

11          MS. WEBER: I can probably speak a little  
12    slower too and that might help.

13          Q.     (By Ms. Weber) ELPC, the organization I  
14    represent, was not a party to the bargaining that  
15    resulted in the section that begins on page 11,  
16    "Section D, Demand Side Management Program and  
17    Rider"; is that correct?

18          MR. PRITCHARD: Objection, vague. I am  
19    not sure if you are asking if you are a signatory  
20    party or were present in settlement negotiations.

21          EXAMINER PRICE: Sustained.

22          MS. WEBER: I think she can answer  
23    whether or not she knows to her understanding because  
24    she was part of the negotiations here whether ELPC  
25    was a party to this particular provision.

1 EXAMINER PRICE: I think the proper  
2 question to ask her is was ELPC invited to all of the  
3 settlement negotiations. I don't really know what  
4 you mean by a party to the negotiations in this.

5 MS. WEBER: My phrasing was ELPC was not  
6 a party to the bargaining that resulted in Section D  
7 starting on page 11.

8 MR. PRITCHARD: Your Honor, I have the  
9 same objection.

10 MS. WEBER: I can't hear you at all,  
11 Matt.

12 MR. PRITCHARD: Same objection. I don't  
13 understand if you are asking if you signed that  
14 settlement provision or if you are asking if you were  
15 invited to the settlement meetings where settlement  
16 was discussed. So that's --

17 EXAMINER PRICE: Or if you -- or if you  
18 declined to participate in the negotiations where  
19 the --

20 MS. WEBER: I think the issue is I'm not  
21 saying either -- I am not asking either of those  
22 three questions. Maybe I could put it a different  
23 way and that would be more helpful.

24 EXAMINER PRICE: Yes, please.

25 Q. (By Ms. Weber) ELPC was not consulted

1 before the language appearing in Section D appeared  
2 in the Stipulation; is that correct?

3 MR. PRITCHARD: Objection.

4 MS. O'BRIEN: Objection, your Honor.  
5 Consulted, the word consulted is vague.

6 MR. GALLON: We also object to questions  
7 regarding the substance of settlement communications.

8 MS. WEBER: Your Honor, if I can respond  
9 to the -- to this --

10 EXAMINER PRICE: Please.

11 MS. WEBER: -- because I have a feeling  
12 this is going to be an issue moving forward. Rule  
13 408 of the Ohio Rules -- Rules of Evidence does not  
14 preclude evidence of settlement negotiations or  
15 settlement negotiations at all if they are not  
16 presented for the purpose of proving liability as the  
17 Ohio Supreme Court has noted in, let me see, Ohio  
18 Consumers' Counsel versus the Public Utilities  
19 Commission. That's Supreme Court 2006-Ohio-5789. I  
20 have copies for folks if they need to review it.  
21 Here serious bargaining is an element of the test  
22 that Columbia has the burden to prove.

23 EXAMINER PRICE: What's the holding of  
24 the Supreme Court case you are citing that you are  
25 relying upon?

1 MS. WEBER: Sure. Would you like me to  
2 give you a copy?

3 EXAMINER PRICE: No. I just want to know  
4 what part of the holding you are relying upon. What  
5 proposition of law in the Supreme Court case are you  
6 referring to?

7 MS. WEBER: Sure. There's two things,  
8 your Honor. The language of Rule 408 in and of  
9 itself supports the inclusion of evidence on  
10 settlement negotiations when it's not offered for  
11 liability. And that is frankly what's happening  
12 here. This is an element of the test. They are  
13 required to prove it. And so under 408 --

14 EXAMINER PRICE: Rule 408 doesn't  
15 strictly apply to the Commission. Other than in  
16 various complaint cases and perhaps some  
17 transportation safety cases, liability is never at  
18 issue. You would gut -- if we applied 408 strictly,  
19 we would gut any sort of settlement privilege before  
20 the Commission. We are not going to do that today.

21 But what is the holding of the Supreme  
22 Court case that you are referring to that does deal  
23 directly with the Commission?

24 MS. WEBER: So -- I'm sorry to interrupt,  
25 your Honor.

1 EXAMINER PRICE: That's okay.

2 MS. WEBER: Were you finished? Paragraph  
3 92 discusses that "Privilege under Ohio law is  
4 governed by statute or 'by principles of common law  
5 as interpreted by the courts of this state in light  
6 of the reason and experience.' Evidence Rule 501.  
7 Yet the commission and intervenors have cited no Ohio  
8 statute or case law that expressly creates a  
9 'settlement privilege' pertaining to information  
10 sought at the discovery stage. Indeed, 408 --  
11 Evidence Rule 408 provides that evidence of  
12 settlement may be used for several purposes at trial,  
13 making it clear that discovery of settlement terms  
14 and agreements is not always impermissible."

15 This is -- this case goes on to discuss  
16 the terms of side agreements and the agreements of  
17 themselves and while -- and discusses Goodyear, the  
18 case that came out of the Sixth Circuit which it then  
19 distinguishes in Commission cases such as this.

20 EXAMINER PRICE: Are you alleging that  
21 there is a side agreement in this case between  
22 Columbia Gas and any of the signatory parties?

23 MS. WEBER: I think, if I am allowed to  
24 pursue my line of questioning, you will find that is  
25 the case.

1 MS. O'BRIEN: Your Honor, if I just may  
2 add, I believe that the case that she's citing refers  
3 to the discovery of the existence of side agreements,  
4 not the substance of side agreements. And if they  
5 had questions regarding specific side agreements with  
6 other parties, they could have requested those in  
7 discovery. And I don't know if they did or not but  
8 now is not -- it's irrelevant at this point.

9 MS. WEBER: I would add to my -- to my  
10 support for -- on some latitude here that even the  
11 case that this Supreme Court case distinguishes,  
12 Goodyear, discusses that settlement negotiations, the  
13 substance of settlement agreements, the existence of  
14 settlement talks, all sorts of ancillary things  
15 regarding settlement may be admissible under Rule  
16 408. And there's nothing in Ohio law that prohibits  
17 this. So I get that we are in a situation where, you  
18 know --

19 EXAMINER PRICE: Let's not try to make  
20 any rulings here overly broad. Notwithstanding what  
21 Ms. O'Brien said, the Supreme Court holding was the  
22 Commission should consider side agreements in the  
23 first prong of the three-part test. So if you have a  
24 question relating to a possible side agreement, we'll  
25 allow that question. But we are not opening the door

1 to broad exceptions to the settlement privilege  
2 before the Commission.

3 MS. WEBER: Okay. Thank you, your Honor.

4 Q. (By Ms. Weber) Columbia and OCC reached  
5 the agreement that's articulated in the Stipulation  
6 starting on page 11, demand side management, prior to  
7 including ELPC, OPAC, or CUB in settlement  
8 discussions surrounding this provision; is that  
9 correct?

10 MS. O'BRIEN: Objection --

11 MS. BOJKO: Objection.

12 MS. O'BRIEN: -- your Honor, for several  
13 reasons. One, it goes to substance of settlement  
14 negotiations. Two, I think it mischaracterizes  
15 Ms. Thompson's testimony. Three, it's --  
16 Ms. Thompson has testified that parties were invited  
17 to participate in settlement discussions. To the  
18 extent ELPC was or was not there, you know, is --  
19 is -- nobody can do anything about that I guess is  
20 what I am saying. It's -- it's irrelevant. It's  
21 privileged. There's all sorts of things wrong with  
22 it.

23 MS. BOJKO: Your Honor, I would like to  
24 add an objection that it mischaracterizes the  
25 Stipulation in its entirety. It is not a Stipulation

1 between OCC and Columbia.

2 MR. GALLON: Your Honor, I would add two  
3 objections. One, at the beginning of each settlement  
4 conference that was held in this proceeding, the  
5 parties agreed to maintain --

6 MR. KELTER: Can you speak up, please?

7 MR. GALLON: Sure. Thank you for letting  
8 me know you can't hear me.

9 At the beginning of each of the  
10 settlement conferences in these proceedings, the  
11 parties agreed that the settlement negotiations would  
12 be kept confidential, so I would add that.

13 I would also object on the grounds of  
14 relevance. While ELPC is attempting to alter the  
15 serious bargaining test that the Commission applies,  
16 the questions she is asking do not go to the tests  
17 that the Commission actually applies which is whether  
18 the settlement negotiation was the result of serious  
19 discussions between parties represented by able  
20 counsel.

21 Whether or not individual portions of the  
22 Stipulation were discussed among a subset of parties  
23 before being brought to a larger set of parties is --  
24 is nothing the Commission has ever considered in the  
25 past in determining whether the first prong of the

1 three-part test is met.

2 EXAMINER PRICE: I concur. Sustained.

3 MR. PRITCHARD: Your Honor, if I may? I  
4 would request that the question be stricken from the  
5 record given that I believe it reveals the substance  
6 of actual settlement communications.

7 MS. WEBER: Your Honor, I asked the  
8 question. It's in the record. You made a ruling.  
9 That's also in the record. I don't understand what  
10 Mr. Pritchard is trying to do here.

11 EXAMINER PRICE: There is no net effect.  
12 If I strike the question, it's still in the  
13 transcript, so we are not going to go back and edit  
14 it out. So sorry, Mr. Pritchard, your request is  
15 denied.

16 Q. (By Ms. Weber) Ms. Thompson, did Columbia  
17 and OCC enter into a side agreement prior to  
18 involving ELPC, CUB, and OPAE that appears in --  
19 starts on page 11 of the Stipulation?

20 A. No.

21 Q. And what are the grounds on which you are  
22 answering no?

23 MS. O'BRIEN: Objection, your Honor,  
24 vague.

25 MS. WEBER: I can ask her to clarify her

1 answer. She's testimony -- that is not an  
2 objectionable question.

3 EXAMINER PRICE: Ms. Thompson, is that  
4 the best of your knowledge?

5 THE WITNESS: I'm sorry, your Honor. The  
6 best of my knowledge regarding the question there is  
7 a side agreement?

8 EXAMINER PRICE: Did you answer that  
9 question to the best of your knowledge?

10 THE WITNESS: Yes.

11 MS. WEBER: I'm sorry. I missed that.

12 EXAMINER PRICE: Read the question and  
13 answer back, please.

14 (Record read.)

15 Q. (By Ms. Weber) Ms. Thompson, does your  
16 answer to the last two questions depend on your  
17 definition of side agreement?

18 I could put it differently. How would  
19 you define side agreement in the response to my  
20 question?

21 A. I define a side agreement as an agreement  
22 that has not been disclosed to other parties which  
23 has been finalized without any revisions.

24 Q. So hypothetically if an agreement was  
25 reached in principle between two parties and then

1     there were subsequent revisions before it was  
2     presented to other parties, that would not fit your  
3     definition of side agreement; is that correct?

4             THE WITNESS:   Would you please read the  
5     question back?

6             MS. WEBER:    Would you mind reading it  
7     back, the court reporter, please?

8             (Record read.)

9             A.     That is correct.

10            Q.     So hypothetically if an agreement were  
11     reached with one party and it was announced then to  
12     the rest of the parties that that agreement had been  
13     reached, but subsequent revisions occurred not  
14     changing the substance of the agreement so much as  
15     the phrasing --

16            EXAMINER PRICE:   Don't answer that  
17     question.   That's not the definition of a side  
18     agreement as commonly used in practice before the  
19     Commission which generally would be an agreement  
20     between two or more parties, is not disclosed to the  
21     other parties, and includes material incentive in  
22     order to sign the actual Stipulation.   And that's  
23     what the case that you are referring to was dealing  
24     with.

25            So are you asking her if there is an

1 outside agreement that has not been -- between  
2 Columbia and OCC that has not been disclosed to other  
3 parties and contains additional incentives to OCC?

4 MS. WEBER: No. My question was rather  
5 inartfully stated, so I apologize for that.

6 Q. (By Ms. Weber) Was there a period of time  
7 during the negotiations where OCC and Columbia had  
8 reached a side agreement that later became part of  
9 the Stipulation?

10 MS. O'BRIEN: Objection --

11 MR. GALLON: Objection, your Honor.

12 MS. O'BRIEN: -- your Honor, vague.

13 EXAMINER PRICE: It violates the  
14 settlement. You are still getting into settlement  
15 negotiations. It's way more intrusive than anything  
16 that's been allowed at this Commission before in  
17 investigating the three-part test.

18 MS. WEBER: Your Honor, I would just  
19 argue that, again, the serious bargaining prong is --  
20 is an integral part of the test, and if we can't ask  
21 questions about whether or not there was actual  
22 serious bargaining among the parties, then frankly  
23 this test will never be not met by the signatory  
24 parties.

25 So in the interest of probing whether

1 there was serious bargaining and under the case that  
2 I cited in Rule 408, we believe that this line of  
3 questioning should be allowed in.

4 EXAMINER PRICE: Response from parties?

5 MS. O'BRIEN: I have a response. I mean,  
6 I -- I think, you know, ELPC is allowed to ask, you  
7 know, how many -- how many settlement meetings were  
8 held, were all parties invited to attend, were there  
9 other meetings between other parties, technical  
10 parties, things of that nature. Getting into the  
11 actual substance of the settlement negotiations is  
12 improper. And it just is. It's privileged  
13 information.

14 The settlement at this point speaks for  
15 itself. If ELPC wanted to present testimony from  
16 someone who was present at those settlement meetings  
17 that says, you know, we weren't included, we  
18 weren't -- we weren't there, we weren't invited, they  
19 had the opportunity to do so, but they didn't. And  
20 now they are trying to probe into confidential  
21 settlement -- or privileged settlement discussions  
22 and that's improper.

23 EXAMINER PRICE: Anybody else?

24 MS. BOJKO: Your Honor, the premise of  
25 the question is incorrect, and it's been ruled

1     against in the Commission. The Commission has  
2     specifically stated when looking at the first prong  
3     of the test, that one party cannot have veto power  
4     over other parties, so every party does not have to  
5     agree to every provision in the Stip in order for  
6     there to be serious bargaining, and one party cannot  
7     veto just because they don't like one provision of  
8     the Stip. So this is an improper premise of the  
9     question and it is getting into confidential  
10    settlement discussions.

11                 MS. WEBER: I'm not arguing that,  
12    Ms. Bojko. I think that -- you know in the interest  
13    of making sure that we explore what we can, I'm happy  
14    to rephrase some of my questions here to get at the  
15    same point, not disclosing anything that you believe  
16    is confidential but we believe is allowed in under  
17    Rule 408.

18                 EXAMINER PRICE: Ms. O'Brien makes a good  
19    point. You can ask questions regarding the form and  
20    manner of negotiations. We've never allowed a party  
21    to ask whether -- or nor have we ever said there is  
22    an issue with a bilateral negotiation as part of the  
23    overall negotiations. The question is were you  
24    invited to all -- did you have an opportunity to  
25    participate in all of the negotiations, and I have

1 not heard anything on that one way or the other. But  
2 so far asking her whether there was a bilateral  
3 agreement between two of the parties as part of the  
4 negotiations is getting into the actual substance of  
5 the negotiations, and it's not proper. So if you can  
6 try to rephrase.

7 MS. WEBER: Okay. I will try.

8 Q. (By Ms. Weber) Melissa, do you recall a  
9 meeting -- settlement meeting on October 7 which was  
10 a Friday?

11 A. We had many settlement meetings, over 40  
12 in this case.

13 Q. Not very many of them were on a Friday  
14 and I recall that this was really startling because I  
15 was in Starbucks in California so it's burned into my  
16 memory. So are you -- are you saying you don't  
17 recall whether there was a meeting on October 7?

18 A. I don't recall. We had very many  
19 meetings in this case.

20 Q. Okay. Let me put it this way, prior to a  
21 meeting, a settlement meeting, on October 7, did OCC  
22 and Columbia have any bilateral meetings where ELPC,  
23 CUB, and OPAC were not invited?

24 MR. GALLON: Objection to the extent  
25 assumes there was a settlement meeting on October 7

1 which the witness has already said she does not  
2 recall.

3 MS. WEBER: I could put aside the date if  
4 that's an issue here. But, I mean, counsel for OCC  
5 just admitted that there is a valid line of  
6 questioning around who was invited to when, whether  
7 settlement meetings occurred, so I think it's a fair  
8 question for me to ask.

9 EXAMINER PRICE: Let's leave aside the  
10 date and go ahead and ask the question.

11 Q. (By Ms. Weber) Leaving aside the date,  
12 did OCC and Columbia participate in any settlement  
13 negotiations where ELPC, CUB, and OPAC were not  
14 invited?

15 A. Yes. Columbia engaged in negotiations  
16 with OCC without the invitation of CUB, OPAC, and  
17 ELPC.

18 Q. And did those negotiations result  
19 substantially in the text on page 11 of the  
20 Stipulation for the Demand Side Management and Energy  
21 Efficiency Rider?

22 MS. O'BRIEN: Objection.

23 MS. BOJKO: Objection.

24 MR. GALLON: Objection.

25 EXAMINER PRICE: Sustained.

1 MS. WEBER: Nothing further, your Honor.

2 EXAMINER PRICE: Thank you.

3 Mr. Dougherty?

4 MR. DOUGHERTY: Thank you.

5 - - -

6 CROSS-EXAMINATION

7 By Mr. Dougherty:

8 Q. And I apologize for having you careen  
9 your head around but this is one of my favorite spots  
10 in this room so.

11 EXAMINER PRICE: It's the structure of  
12 the room. It's not you; it's the structure of the  
13 room.

14 MR. DOUGHERTY: Thank you.

15 Q. (By Mr. Dougherty) I will try to be very,  
16 very quick on this. Ms. Thompson, if you could go to  
17 your testimony that was marked as Company Exhibit 35,  
18 I believe, this morning. If you go to page -- the  
19 question that starts on page 4, the answer on page 5.  
20 Are you there?

21 A. I'm there.

22 Q. And that question goes to "Does the  
23 Stipulation violate any important regulatory  
24 principle or practice?" And your answer on page 5 is  
25 "No," and then you have here as part of your answer

1 that it actually "affirms good regulatory principles,  
2 such as straight fixed variable rate design for the  
3 SGS Class"; is that correct? Did I read that  
4 correctly?

5 A. That is correct.

6 Q. Now, does all of the signatory parties  
7 agree to that statement? Do all the signatory  
8 parties agree to that statement? Sorry.

9 MR. GALLON: Objection, to the extent he  
10 is asking -- he is asking the witness to speculate as  
11 to the mindsets of the other parties.

12 MR. DOUGHERTY: Fine.

13 Q. (By Mr. Dougherty) Let me first go  
14 then -- sorry. If we can go to Joint Exhibit 1, that  
15 would be the Stipulation, correct?

16 A. That is correct.

17 Q. And if we go to page 2 of the  
18 Stipulation, the first full paragraph, last sentence,  
19 "The Signatory Parties also agree to urge the  
20 Commission to accept and approve the terms hereof as  
21 promptly as possible"; is that correct?

22 A. That is correct.

23 Q. And one of those terms in here is the  
24 straight fixed variable rate design which you refer  
25 to on page 5 of your testimony.

1           A.     That is correct.

2           Q.     So sticking to the Stipulation, page 3,  
3     there is a -- I believe a second sentence, I believe,  
4     "Nothing in the Stipulation precludes OCC and NOPEC  
5     from arguing against the straight fixed variable rate  
6     design and the use of fixed charges in any future  
7     proceeding." Did I read that correctly?

8           A.     That is correct.

9           Q.     If that sentence wasn't there, would  
10    they -- strike that.

11                   If that sentence was not there, would OCC  
12    and NOPEC then be precluded under the terms of the  
13    settlement?

14                   MR. GALLON:  Objection --

15                   MS. O'BRIEN:  Objection.

16                   MR. GALLON:  -- to the extent it calls  
17    for a legal conclusion.

18                   MS. O'BRIEN:  It also calls for  
19    speculation.

20                   EXAMINER PRICE:  Sustained.

21           Q.     (By Mr. Dougherty) Under the terms -- so  
22    strike that.

23                   So we have the sentence that "Nothing in  
24    the Stipulation precludes OCC and NOPEC." Does that  
25    then, the inclusion of that, preclude any of the

1 other parties from making similar arguments,  
2 signatory parties?

3 A. May I ask a follow-up to that? Is that  
4 within a time frame?

5 Q. I don't know. I'm trying to understand  
6 what this time frame -- let me ask that question  
7 first. What is the time frame of these future  
8 proceedings you referred to?

9 A. In the Stipulation it would be any future  
10 proceedings that don't include this proceeding.

11 Q. That don't include this proceeding.

12 A. Correct.

13 Q. Now, is that similar to or inclusive of  
14 what is referred to on page 5 -- excuse me, on page  
15 3, footnote 3, last sentence of that footnote that  
16 refers to "next base rate case"?

17 MR. GALLON: Objection, vague.

18 EXAMINER PRICE: Overruled. She can  
19 answer if she knows.

20 MR. DOUGHERTY: Thank you.

21 A. So any future proceedings would also  
22 include Columbia's next base rate case.

23 Q. Would include that but not necessarily --  
24 but it could be -- it could be more than that.

25 A. Sure.

1           Q.   Talking about preclusion, let's move to  
2   page 12 of the Stipulation. I believe OP&E's counsel  
3   asked you a -- or perhaps -- I believe asked you a  
4   question about Columbia's agreement not to pursue, if  
5   I can sort of shorten this, DSM programs between now  
6   and the filing of the next rate case. Is that an  
7   okay shortening of that statement?

8           A.   I disagree with that shortening.

9           Q.   How would -- how would you characterize  
10   that paragraph?

11          A.   Characterize the paragraph as its written  
12   where it says "Columbia agrees not to pursue (and not  
13   to support others' pursuit of) consumer-funded,  
14   low-income and consumer-funded non-low-income energy  
15   efficiency programs (including demand side management  
16   programs) through legislation or other regulatory  
17   initiatives until Columbia files its next base rate  
18   case."

19          Q.   And that precludes Columbia only.

20          A.   Correct.

21          Q.   No other signatory party is -- is  
22   precluded from opining on consumer-funded low income  
23   and consumer-funded non-low income energy efficiency  
24   programs.

25          A.   Correct.

1           Q.    One more question, I believe, and just to  
2 understand some of the footnotes, and I understand, I  
3 don't want to get into settlement negotiations, but  
4 if I go to page 22 of the Stipulation, footnote 22,  
5 there is a rather long footnote that states that  
6 "Staff believes that a Signatory Party should not be  
7 permitted to withdraw from a Stipulation prior to an  
8 Entry on Rehearing issued by the Commission. Staff  
9 further believes that a Signatory Party should not be  
10 permitted to terminate a Stipulation supported by  
11 more than two parties. However, for the purposes of  
12 this Stipulation only, Staff does not object to  
13 including those provisions in this agreement." What  
14 is the import of that footnote? Why is that there?

15           MS. O'BRIEN:  Objection, your Honor,  
16 privileged.  Seeks substance of privileged settlement  
17 communications.

18           MR. MARGARD:  And I will --

19           MR. DOUGHERTY:  They talk about every --  
20 Staff counsel has -- has explained everything from my  
21 understanding what their negotiation position is.

22           MR. MARGARD:  Yeah.  And if I may, your  
23 Honor, not necessarily object but ask for  
24 clarification.  You asked first what the import was  
25 and then you asked why it was there and I think those

1 are two different questions. I have no objection to  
2 the former.

3 MR. DOUGHERTY: Thank you. I was -- I  
4 was preempting what I presumed was going to be a  
5 question to --

6 EXAMINER PRICE: Why don't you go ahead  
7 and ask.

8 MR. DOUGHERTY: I will ask both  
9 questions.

10 EXAMINER PRICE: Ask the first question  
11 first and then she can answer and then we will ask  
12 the second question.

13 Q. (By Mr. Dougherty) What is the import of  
14 that footnote 22 on page 22?

15 A. I don't -- this is a -- I don't want to  
16 speak for Commission Staff.

17 Q. But in here Commission Staff has laid out  
18 reasoning for why they are negotiating this provision  
19 to be a part of this Stipulation.

20 EXAMINER PRICE: I am going to apologize  
21 to Mr. Lipthratt with this next comment but there is  
22 a Staff witness that presented testimony in favor of  
23 the Stipulation. These three sentences all appear to  
24 address issues regarding specific to Staff. Why  
25 don't you just ask Mr. Lipthratt those three

1 questions?

2 MR. DOUGHERTY: I could, but Ms. Thompson  
3 is here to support the Stipulation that is the  
4 Company's Stipulation.

5 EXAMINER PRICE: It's every signatory  
6 parties' Stipulation.

7 MR. DOUGHERTY: That's what I want to  
8 get, the understanding of whether that is true.  
9 There are a number of footnotes in here. I wanted to  
10 focus on two of the footnotes just to understand from  
11 the Company's perspective whether all parties were --  
12 were supportive of the provisions.

13 EXAMINER PRICE: All parties must have  
14 agreed to the inclusion of the footnotes. Otherwise,  
15 they wouldn't be in the Stipulation.

16 MR. DOUGHERTY: So then I understand what  
17 Staff's testimony would be.

18 MR. KELTER: Your Honor, she testified in  
19 support of the Stipulation. She should be able to  
20 answer this question.

21 EXAMINER PRICE: Do all parties agree to  
22 the inclusion of this footnote in the Stipulation?

23 THE WITNESS: Yes.

24 EXAMINER PRICE: There you are.  
25 Everybody agrees to it.

1 MR. DOUGHERTY: Nothing further.

2 EXAMINER PRICE: Redirect?

3 MR. GALLON: Your Honor, could we have a  
4 5-minute break to discuss whether redirect would be  
5 necessary?

6 EXAMINER PRICE: Let's go -- let's make  
7 it a 10-minute break because we have been going for  
8 about an hour and a half. The court reporter could  
9 probably use a break. Ms. Thompson could probably  
10 use a break. Just come back at a quarter after  
11 11:00.

12 Off the record.

13 (Recess taken.)

14 EXAMINER PRICE: Let's go back on the  
15 record.

16 Mr. Gallon, redirect?

17 MR. GALLON: Thank you, your Honor. We  
18 just have a few questions for redirect for  
19 Ms. Thompson.

20 EXAMINER PRICE: Thank you. Please  
21 proceed.

22 - - -

23 REDIRECT EXAMINATION

24 By Mr. Gallon:

25 Q. Ms. Thompson, you were asked about the

1 settlement negotiations that led up to the adoption  
2 of the Stipulation that has been introduced into the  
3 record as Joint Exhibit No. 1. Do you recall those  
4 questions?

5 A. I do.

6 Q. I believe you said there were over 40  
7 settlement negotiations in the lead up to that  
8 ultimate Stipulation; is that correct?

9 A. That's correct.

10 Q. Did the parties to this proceeding  
11 participate in settlement meetings in which all  
12 parties entering -- or intervening in this proceeding  
13 were invited?

14 A. Yes.

15 Q. How often were those meetings held?

16 A. Columbia scheduled meetings twice a week  
17 leading up -- beginning from May 16 to the filing of  
18 the Stipulation.

19 Q. And again, when was the filing of the  
20 Stipulation?

21 A. October 31, 2022.

22 Q. So the period of time over which  
23 negotiations took place leading up to the adoption of  
24 the Stipulation entered into the record as Joint  
25 Exhibit No. 1 was approximately five-and-a-half

1 months?

2 A. That is correct.

3 MR. GALLON: Thank you, Ms. Thompson. No  
4 other questions.

5 EXAMINER PRICE: Cross, Mr. Pritchard?

6 MR. PRITCHARD: No, your Honor.

7 EXAMINER PRICE: Mr. Boehm?

8 MR. BOEHM: No questions, your Honor.

9 EXAMINER PRICE: Ms. Petrucci?

10 MS. PETRUCCI: No questions.

11 EXAMINER PRICE: Mr. Margard?

12 MR. MARGARD: No, your Honor.

13 EXAMINER PRICE: Ms. O'Brien?

14 MS. O'BRIEN: No questions.

15 MS. WHITFIELD: No, your Honor.

16 EXAMINER PRICE: Ms. Bojko?

17 MS. BOJKO: No, your Honor.

18 EXAMINER PRICE: Mr. Nugent?

19 MR. NUGENT: No questions.

20 MR. KELTER: Give us one moment, please.

21 EXAMINER PRICE: Mr. Bobb is next

22 anyways.

23 MR. BOBB: No further questions. Thanks.

24 MS. WEBER: Briefly, your Honor.

25 EXAMINER PRICE: Please proceed.

RECROSS-EXAMINATION

By Ms. Weber:

Q. Melissa, I believe you just testified Columbia held meetings twice a week; is that correct?

A. I testified that Columbia scheduled meetings twice a week.

Q. Okay. And those scheduled meetings, especially towards the end, went from an hour to two hours each; is that right?

A. That's correct.

Q. And this was for five-and-a-half months?

A. That's correct.

Q. It was Columbia's expectation that all parties attend every single settlement meeting twice a week for five-and-a-half months?

A. Columbia scheduled these meetings, and the parties could make a choice to come.

Q. Isn't it true some parties can't -- couldn't make all of the meetings because of conflicts and other obligations they may have had?

A. Some parties voiced conflicts. Others may not have attended for reasons that they did not make known to the Company.

Q. So not all parties attended all meetings; is that right?

1 A. That's fair.

2 Q. And these were just the scheduled  
3 meetings that Columbia put forward for all the  
4 parties to attend; is that right?

5 A. That's correct.

6 Q. This is exclusive of the settlement  
7 meetings that Columbia had with parties apart from  
8 these all party settlement meetings; is that correct?

9 A. That's correct.

10 Q. And Columbia did, in fact, meet with  
11 other parties on an individual basis?

12 A. That is correct.

13 MS. WEBER: Nothing further.

14 MR. DOUGHERTY: No questions.

15 - - -

16 EXAMINATION

17 By Examiner Price:

18 Q. Ms. Thompson, I have a couple questions.  
19 One is just clarification. The twice-a-week  
20 negotiations that Columbia scheduled, all the parties  
21 were invited to all of those meetings?

22 A. That is correct.

23 Q. Were they all in person or were they all  
24 on Teams now virtually or were they a mix of both?

25 A. It was a mix of both.

1           Q.    Okay.  Second, the draft Settlement  
2   Agreement, were the drafts of the Settlement  
3   Agreement let's say both -- don't be compound.  Was  
4   the initial draft Settlement Agreement presented to  
5   all the parties?

6           A.    Yes.

7           Q.    Was the final draft Settlement Agreement  
8   presented to all the parties?

9           A.    Yes.

10          Q.    You testified in support of the first  
11   prong of the three-prong test.

12          A.    Yes.

13          Q.    Without asking for a legal conclusion,  
14   although I know you are a lawyer, and you are here  
15   for a -- for facts and for regulatory purposes, not  
16   to present legal conclusions, so I am not asking you  
17   a legal conclusion, but in your opinion if it were  
18   hypothetically true that two parties in a bilateral  
19   negotiation agreed to a material term or condition to  
20   be included in the settlement and presented that  
21   agreement to all remaining parties, does that violate  
22   the first prong of the three-part test?

23          A.    No.

24          Q.    Now I am going to go in a totally  
25   different direction.  You had some questions from

1 Mr. Bobb related to the fixed charges in this case.

2 I believe there was a question regarding the initial  
3 fixed charge and there was a question regarding the  
4 fixed charge at the end of five years.

5 A. Yes.

6 Q. So with respect to the initial charge, I  
7 think you said it was something in the order of \$35?

8 A. The initial fixed charge is -- when base  
9 rates go into effect, the initial fixed monthly  
10 delivery charge for a small general service class  
11 will be \$38.62.

12 Q. Thank you.

13 A. That's contained in the Stipulation  
14 Appendix C.

15 Q. Thank you. And if there were a  
16 volumetric component, that fixed charge would go down  
17 by the equivalent amount of whatever the volumetric  
18 component would be; is that correct?

19 A. That is not correct.

20 Q. That is not correct?

21 A. If a customer such as myself is a  
22 Columbia Gas of Ohio customer, I will pay, if base  
23 rates go into effect as approved, \$38.62 every month  
24 as a customer.

25 Q. Right.

1           A.    In the winter if I use more gas --

2           Q.    Oh, you're right.

3           A.    The fixed charges are -- the fixed charge  
4 is still charged plus the volumetric charges.

5           Q.    I inartfully asked my question.  So  
6 assuming over the course of the entire year 12 times  
7 38.63, which we don't need to do the math, whatever  
8 that number is, if the mixed monthly charge were  
9 smaller than the volumetric component, at the end of  
10 the year the volumetric component would simply offset  
11 for the average residential customer the fixed  
12 charge?

13          A.    Yes.

14          Q.    So the average residential customer using  
15 the exact Columbia average would pay at the end of  
16 the year the same charge if it was all fixed versus  
17 it was partially fixed and partially volumetric?

18          A.    Yes.  The rates would be designed in a  
19 cost of service to account for that.

20               EXAMINER PRICE:  Thank you.  Thank you.  
21 You may step down.

22               THE WITNESS:  Thank you.

23               Mr. Gallon.

24               MR. GALLON:  Your Honor, at this point  
25 Columbia would ask again the Commission admit

1 Columbia Exhibit No. 35.

2 EXAMINER PRICE: Any objections to  
3 admission of Columbia Gas Exhibit No. 35?

4 Seeing none, it will be admitted.

5 (EXHIBIT ADMITTED INTO EVIDENCE.)

6 EXAMINER PRICE: Mr. Clark, you had  
7 numerous other exhibits for us?

8 MR. CLARK: Your Honor, at this time the  
9 Company would like to move into evidence both the  
10 application, supporting testimony, and some other  
11 documents as well. If it would be helpful, if I may  
12 approach, I prepared an exhibit list, and it kind of  
13 lays it all out.

14 EXAMINER PRICE: That would be very  
15 helpful. Thank you.

16 MR. CLARK: Would any of the parties like  
17 a copy of this?

18 MS. BOJKO: Yes.

19 MR. KELTER: Yes.

20 MR. CLARK: As you are passing that down,  
21 it's double-sided, so it's actually three pages on  
22 two sheets so be careful as you take it.

23 EXAMINER PRICE: At this time we will go  
24 ahead and mark Columbia Exhibits 1 through 34 in  
25 accordance with the exhibit list -- I'm sorry, 1

1 through 37, excluding 35, in accordance with the  
2 exhibit list provided by Columbia, and we will mark  
3 Joint Exhibit 2, the Joint Stipulation of Facts.

4 (EXHIBITS MARKED FOR IDENTIFICATION.)

5 MR. CLARK: Your Honor, there is just one  
6 minor correction here looking at the -- for Columbia  
7 Exhibit 1, the application, we are going to mark  
8 Schedule E-4, the confidential version, as 1A to be  
9 consistent with the other markings of confidential  
10 testimony -- or confidential evidence, so it's not  
11 listed on the chart, but 1A would be the filed in the  
12 docket Confidential Schedule E-4.

13 EXAMINER PRICE: It will be so marked.

14 (EXHIBIT MARKED FOR IDENTIFICATION.)

15 EXAMINER PRICE: Do we have any objection  
16 to the admission of Columbia Gas Exhibits 1 through  
17 34 -- or 1 through 37, excluding 35, and Joint  
18 Exhibit 2?

19 MR. MARGARD: Except 36 and 37 are late  
20 filed.

21 EXAMINER PRICE: 36 and 37, Appendix F to  
22 Joint Exhibit 1 and an updated rate case expense.

23 Hearing none, all those exhibits will be  
24 admitted.

25 (EXHIBITS ADMITTED INTO EVIDENCE.)

1 EXAMINER PRICE: Anything else?

2 MR. CLARK: Your Honor, I think on our  
3 side I don't think we have anything else. I think we  
4 would be ready for the opposing parties' witnesses if  
5 you are ready for them.

6 EXAMINER PRICE: Let's take OCC's  
7 witnesses off the hook first.

8 Ms. O'Brien.

9 MS. PETRUCCI: Can I ask a question? Did  
10 Joint Exhibit 1 and 2 get moved in as well?

11 EXAMINER PRICE: Nobody has moved Joint  
12 Exhibit 1 yet.

13 MR. CLARK: Sorry. We will move for  
14 Joint Exhibit 1 and Joint Exhibit 2.

15 EXAMINER PRICE: I did Joint Exhibit 2  
16 before. Just to be clear Joint Exhibits 1 and 2 will  
17 be admitted at this time.

18 (EXHIBITS ADMITTED INTO EVIDENCE.)

19 MR. CLARK: Thank you.

20 MS. PETRUCCI: I will just note, if I  
21 may, your Honor, with Joint Exhibit 2, which is the  
22 Stipulation of Facts, that was filed this morning.  
23 RESA didn't sign. There isn't a signatory line on  
24 there but we don't have opposition to it.

25 EXAMINER PRICE: Thank you very much.

1                   Okay. Ms. O'Brien.

2                   MS. O'BRIEN: Yes, your Honor. Thank  
3 you. At this time I would like to call -- well, at  
4 this time I would like to mark OCC Exhibit No. 1 and  
5 call to the stand Kerry J. Adkins.

6                   EXAMINER PRICE: Let's go off the record.  
7 (Discussion off the record.)

8                   EXAMINER PRICE: Let's go back on the  
9 record.

10                  MS. O'BRIEN: Okay. So we would move OCC  
11 Exhibit No. 1 which is the supplemental testimony in  
12 support of the settlement by Kerry J. Adkins.

13                  EXAMINER PRICE: It will be so marked  
14 Exhibit 1. We will do all the admissions at the end.  
15 (EXHIBIT MARKED FOR IDENTIFICATION.)

16                  MS. O'BRIEN: I'm sorry?

17                  EXAMINER PRICE: We will do the  
18 admissions at the end. Mark all four.

19                  MS. O'BRIEN: Sure. I would also like to  
20 mark for the record OCC Exhibit 2 which is the direct  
21 testimony of Roger D. Colton filed on May 3, 2022.

22                  EXAMINER PRICE: So marked.  
23 (EXHIBIT MARKED FOR IDENTIFICATION.)

24                  MS. O'BRIEN: I would like to mark OCC  
25 Exhibit No. 3 which is the direct testimony of Robert

1 B. Fortney filed on May 3, 2022.

2 EXAMINER PRICE: So marked.

3 (EXHIBIT MARKED FOR IDENTIFICATION.)

4 MS. O'BRIEN: And finally would like to  
5 mark OCC Exhibit No. 4 which is the direct testimony  
6 of Zhen Zhu, Ph.D., also filed on May 3, 2022.

7 EXAMINER PRICE: It will be so marked.

8 (EXHIBIT MARKED FOR IDENTIFICATION.)

9 EXAMINER PRICE: Any objection to the  
10 admissions of OCC Exhibits 1 through 4?

11 Seeing none, they will be admitted.

12 (EXHIBITS ADMITTED INTO EVIDENCE.)

13 EXAMINER PRICE: I would just like to  
14 clarify the record. Informally all the parties have  
15 agreed to waive cross-examination of OCC's four  
16 witnesses.

17 OPAB, you may call your next witness.

18 MR. DOUGHERTY: We are going to -- CUB  
19 Ohio will go first, and I will call Tom Bullock. And  
20 I would like to mark the direct testimony of Tom  
21 Bullock -- Thomas Bullock as CUB Exhibit 1.

22 EXAMINER PRICE: It will be so marked.

23 (EXHIBIT MARKED FOR IDENTIFICATION.)

24 (Witness sworn.)

25 EXAMINER PRICE: Please be seated and

1 state your name and business address for the record.

2 THE WITNESS: Thank you. I am Tom  
3 Bullock, Executive Director of the Citizens Utility  
4 Board of Ohio, 1145 Chesapeake, Suite I, Columbus.

5 MR. KELTER: I don't think your mic is  
6 on.

7 MR. DOUGHERTY: Yeah. Can you turn your  
8 mic on?

9 THE WITNESS: Good morning. Can everyone  
10 hear me now? Now I have the voice of God. I'm Tom  
11 Bullock, Executive Director for Citizens Utility  
12 Board of Ohio, and business address is 1145  
13 Chesapeake, Suite I, in Columbus, Ohio.

14 - - -

15 THOMAS BULLOCK  
16 being first duly sworn, as prescribed by law, was  
17 examined and testified as follows:

18 DIRECT EXAMINATION

19 By Mr. Dougherty:

20 Q. Thank you. And, Tom, do you have in  
21 front of you what we had just marked as CUB  
22 Exhibit 1?

23 A. I do.

24 Q. And is that your direct testimony in this  
25 case?

1 A. Yes.

2 Q. And if I were to ask you these same  
3 questions today, would your answers be the same?

4 A. Yes, they would.

5 Q. And these -- this testimony was -- is  
6 your testimony that you had put together or was put  
7 together by your -- under your direction?

8 A. By myself and under my direction, yes.

9 Q. And just in case this comes up,  
10 Mr. Bullock, you are not an attorney, correct?

11 A. Correct.

12 Q. And so any references of statements  
13 concerning statutes or three-prong tests is not a  
14 legal conclusion, correct?

15 A. Correct.

16 MR. DOUGHERTY: Correct. CUB Ohio moves  
17 for the admission of CUB Exhibit 1, pending  
18 cross-examination.

19 EXAMINER PRICE: Thank you.  
20 Company?

21 MR. GALLON: Your Honor, no questions.  
22 Thank you.

23 EXAMINER PRICE: Mr. Pritchard?

24 MR. PRITCHARD: No questions, your Honor.

25 EXAMINER PRICE: Mr. Boehm?

1 MR. BOEHM: No questions.

2 EXAMINER PRICE: Ms. Petrucci?

3 MS. PETRUCCI: No questions.

4 EXAMINER PRICE: Ms. O'Brien?

5 MS. O'BRIEN: Yes. Thank you, your

6 Honor.

7 - - -

8 CROSS-EXAMINATION

9 By Ms. O'Brien:

10 Q. Good morning, Mr. Bullock. How are you?

11 A. Good morning.

12 Q. My name is Angela O'Brien. I am with the  
13 Office of the Ohio Consumers' Counsel. I am just  
14 going to ask you a few questions about your  
15 testimony. Are you familiar with the PUCO's  
16 three-part test to evaluate settlements?

17 A. I am with the caveat that not to the  
18 depth of an attorney.

19 Q. Okay. Could you please tell me what your  
20 understanding of that test is.

21 A. Well, I would refer you to my answer on  
22 page 3. Would you like me to read that answer?  
23 That's the best --

24 Q. That's fine. You don't have to read it.

25 A. Thank you.

1           Q.    Okay.  Now, my understanding is your  
2   testimony doesn't address whether the settlement is  
3   the product of serious bargaining among capable and  
4   knowledgeable parties; is that correct?

5           A.    Correct.  Our testimony -- my testimony  
6   here is focused on other elements.

7           Q.    Okay.  And you focus primarily on the  
8   settlements provisions regarding demand side  
9   management and straight fixed variable rate design;  
10  is that right?

11          A.    Correct.  Although we do also describe  
12  the problematic nature of very high fixed monthly  
13  charges and increases thereto to the small business  
14  and residential customers -- consumers in Ohio as  
15  well.

16          Q.    Okay.  Thank you for that.  So you are  
17  not offering an opinion or taking a position with  
18  respect to any other provisions of the settlement; is  
19  that correct?

20          A.    Well, I think the answer is no, but I  
21  wouldn't want to narrow in my verbal response to you  
22  here any of the content in our written statements, so  
23  I think that in our narrative we touch on not just  
24  DSM and there is some arguments that may stray beyond  
25  the bounds of your question.

1 Q. Okay. What -- what provisions are you  
2 testifying to besides the straight fixed variable,  
3 demand side management, and the customer charge?

4 A. Those are the main ones.

5 Q. Okay.

6 A. Correct.

7 Q. There aren't any others in your  
8 testimony?

9 A. Correct.

10 Q. Okay. Now, your testimony is that  
11 Columbia should retain its demand side management  
12 program for non-low income customers, right?

13 A. Correct.

14 Q. Okay. Is it your -- does Columbia charge  
15 residential consumers for its non-low income demand  
16 side management program?

17 A. My understanding is that on the current  
18 bill structure there's financing for the demand side  
19 management programs included in the monthly bills.

20 Q. Okay. So consumers pay for demand side  
21 management programs through Columbia's rates?

22 A. I think the word we would use is invest,  
23 but yes.

24 Q. Okay. But consumers pay for it; is that  
25 correct?

1           A.    Consumers invest in the future savings.

2           Q.    Okay.  So they pay the bill that allows  
3   Columbia to invest in demand side management  
4   programs; is that correct?

5           A.    Consumers -- part of the monthly  
6   payments, part of their revenues go to a demand side  
7   management program which yields savings on future  
8   bills and, therefore, lower their future bills.  
9   That's how I would answer the question.

10          Q.    Okay.  So I think the answer to my  
11   question is yes, that consumers fund demand side  
12   management programs through rates.

13          A.    I would like to stick to the previous  
14   answer I gave you.

15          Q.    And if I refer to demand side management  
16   programs as just DSM, will you understand my meaning?

17          A.    Yes, for the purposes of this  
18   conversation.

19          Q.    Now, your testimony is also that you  
20   recommend an increase in Columbia's DSM programs,  
21   right?

22          A.    I think our testimony is that we should  
23   not be turning our backs on what is -- Columbia Gas  
24   has a proud record and arguably has been conducting a  
25   model energy efficiency program in the state for many

1 years helping tens of thousands of customers saving  
2 millions of dollars, improving health and safety,  
3 which is something that I think we should not pass  
4 too quickly over.

5 And then there's the common benefit of  
6 reduced emissions, carbon emissions, which we should  
7 all care about and be increasingly focused on. What  
8 we are saying is you shouldn't walk away from any of  
9 that because that harms the consumer, harms  
10 consumers' interests. The consumers who have talked  
11 to PUCO through public comments have all said they  
12 benefit from and like it; and, if anything, we should  
13 be increasing our investment in future consumer  
14 savings given the fact that winter is coming to quote  
15 a great HBO show and that --

16 Q. Excuse me, Mr. Bullock.

17 A. -- costs are going up.

18 EXAMINER PRICE: Please don't interrupt.  
19 Let him finish and then you can modify.

20 A. So the timing of this is that we are  
21 going to potentially -- what is being proposed is to  
22 remove a critical savings program that we have  
23 demonstrated data from the Company itself that shows  
24 that it's effective, that it works, it delivers  
25 consumer benefits, and we are doing this at a time

1 during uncommon to historic energy price inflation  
 2 right before winter. So, yes, our testimony is that  
 3 we should not be walking away from Columbia Gas's  
 4 very commendable record of energy efficiency as they  
 5 initially proposed in this case. We agreed in this  
 6 case that this is something that should continue;  
 7 and, if anything, yes, we should expand the  
 8 investment in this because heaven knows consumers  
 9 need it, safety calls for it, and so does, while we  
 10 are at it, reduce CO-2 emissions.

11 Q. Thank you. Are you finished?

12 EXAMINER PRICE: Can I have the question  
 13 back, please?

14 MS. O'BRIEN: Your Honor, I was just --  
 15 well, go ahead.

16 EXAMINER PRICE: Thank you.

17 (Record read.)

18 EXAMINER PRICE: Mr. Bullock, every  
 19 witness deserves one warning and this is yours. In  
 20 order to get you up and down as quick as possible,  
 21 please answer counsel's questions directly, only the  
 22 questions she asks. If you have a desire to expand  
 23 further on what she asks, your counsel will ask you  
 24 questions on redirect.

25 THE WITNESS: Thank you.

1 EXAMINER PRICE: Thank you.

2 MS. O'BRIEN: So, your Honor, I would  
3 respectfully move to strike his response. I tried to  
4 cut him off midway. It was nonrespons -- well, it  
5 was responsive, but my question called for a yes or  
6 no answer, and he pontificated until he was done. So  
7 I would respectfully request that his answer be  
8 stricken from the record.

9 MR. DOUGHERTY: Your Honor, the question,  
10 however, misrepresented a yes or no straight answer  
11 of his testimony. The testimony on 11 explains the  
12 issue of an increase was what we had -- what CUB Ohio  
13 had presented in its -- in its objections to the  
14 Staff Report. Then he went on to explain, as you can  
15 see, that part of his testimony itself is beyond just  
16 a yes or no, understanding your warning that I -- I  
17 also agree with.

18 EXAMINER PRICE: I don't think the  
19 question strictly called for a yes or no answer. And  
20 we are going to deny the motion to strike, but we  
21 have cautioned the witness, and he will do much  
22 better with the rest of your questions.

23 MS. O'BRIEN: Thank you, your Honor.

24 Q. (By Ms. O'Brien) Okay. Could you turn to  
25 page 8 of your testimony, please.

1 A. Yes, ma'am.

2 Q. Let me know when you are there.

3 A. I am there.

4 Q. Okay. And I am referring to the portion  
5 of your testimony where you testify -- where you  
6 testify regarding the settlements provision where  
7 Columbia has agreed not to pursue and not to support  
8 others' pursuit of energy efficiency and demand side  
9 management programs through legislation or regulatory  
10 initiatives until the -- until Columbia's next rate  
11 case. Do you see that?

12 A. I do.

13 Q. Okay. Now, as an initial matter, would  
14 you agree with me that Columbia's commitment pertains  
15 only to consumer-funded energy efficiency and demand  
16 side management programs?

17 A. I don't know.

18 Q. Well, do you have a copy of the Joint  
19 Stipulation and Recommendation?

20 A. I do not have a full copy of the 100  
21 pages in front of me.

22 Q. Okay. Do you have the terms, the  
23 provisions, like 1 -- page 1 through, let's see, 28?

24 A. I could --

25 MR. DOUGHERTY: Hang on. Can I ask a

1 fellow party for a copy? I can give it to him. I  
2 can give you the whole copy.

3 THE WITNESS: Thank you.

4 A. Page 28?

5 Q. No. If you could turn to page 12 --

6 A. Okay.

7 Q. -- of what's been marked as Joint Exhibit  
8 1 which is the Joint Stipulation and Recommendation.

9 A. Okay.

10 Q. Let me know when you are there.

11 A. I am on page 12.

12 Q. Okay. Do you see the second paragraph  
13 from the bottom that starts "Columbia agrees"?

14 A. Yes.

15 Q. Could you please read that?

16 A. "Columbia agrees not to pursue (and not  
17 to support others' pursuit of) consumer-funded,  
18 low-income, and consumer-funded, non-low-income  
19 energy efficiency programs (including demand side  
20 management programs) through legislation or other  
21 regulatory initiatives until Columbia files its next  
22 base rate case."

23 Q. Okay. Thank you. So these are the terms  
24 of the settlement, correct?

25 A. Understood.

1 Q. Okay. And so you would agree with me,  
2 based on these terms, that Columbia's commitment  
3 applies only to consumer-funded, low income and  
4 consumer-funded, non-low income energy efficiency and  
5 demand side management programs?

6 A. Yes.

7 Q. Okay. Now, also on page 8, you testified  
8 that Columbia's commitment to pursue consumer-funded  
9 energy efficiency and DSM programs is, to use your  
10 terms, a gag order; is that right?

11 A. Can you repeat the question, please?

12 MS. O'BRIEN: Karen, could you please  
13 reread the question?

14 (Record read.)

15 A. I think the answer is yes, although I  
16 don't know -- I'm not certain about the context of  
17 your question so.

18 Q. Okay. Well, take a look at line 11 --

19 A. Yeah.

20 Q. -- on page 8 of your testimony.

21 A. Uh-huh.

22 Q. And it says here, "This one-sided  
23 silencing" --

24 A. Correct.

25 Q. -- "a gag order" --

1 A. Right.

2 Q. -- "of a utility has successful -- who  
3 has successfully offered energy savings," and it goes  
4 on. So you are not -- you are disputing -- you are  
5 not disputing that you use the term gag order?

6 A. That I wrote what I wrote, correct. I am  
7 not disputing that.

8 Q. Okay. So now you would agree with me  
9 though that Columbia voluntarily entered into the  
10 Joint Stipulation and Recommendation, wouldn't you?

11 THE WITNESS: Your Honor, I want to stick  
12 to the answer.

13 MR. DOUGHERTY: Objection. That's  
14 speculation.

15 EXAMINER PRICE: Sustained.

16 Q. (By Ms. O'Brien) Okay. Well, I'll  
17 rephrase it. Did Columbia sign the settlement?

18 A. Yes.

19 Q. Okay. Do you have any reason to believe  
20 that any other party who signed the settlement  
21 somehow coerced Columbia to sign the settlement?

22 A. I have no evidence when you use the word  
23 "coerced."

24 Q. So you have no reason to believe that  
25 Columbia signed the settlement involuntarily,

1 correct?

2 A. Correct.

3 Q. So to put it another way, no signatory  
4 forced Columbia to make a commitment not to pursue  
5 consumer-funded energy efficiency and demand side  
6 management programs; isn't that right?

7 MR. DOUGHERTY: Objection. That's vague,  
8 forced. I don't understand --

9 EXAMINER PRICE: He can answer.

10 MR. DOUGHERTY: -- the context. Is  
11 forced --

12 EXAMINER PRICE: He can answer if he  
13 understands.

14 A. Can you repeat the question one more  
15 time?

16 MS. O'BRIEN: Karen, could you reread the  
17 question, please?

18 (Record read.)

19 A. I need to understand more clearly what  
20 you mean by forced to answer that.

21 Q. Do you have a common understanding of the  
22 term forced?

23 A. I do.

24 Q. Well, I think you just testified that you  
25 have no reason to dispute that Columbia voluntarily

1 signed the settlement, right?

2 A. Correct.

3 Q. Okay. I think that's fine. So now you  
4 would agree with me the settlement does not preclude  
5 Columbia from pursuing energy efficiency or DSM  
6 legislative or regulatory initiatives that are not  
7 funded by consumers, right?

8 A. I agree that that's an accurate  
9 description of what is in the Stipulation.

10 Q. So can you point me to something in the  
11 settlement that precludes Columbia from pursuing  
12 energy efficiency or demand side management  
13 legislative or regulatory initiatives that aren't  
14 funded by consumers?

15 MR. DOUGHERTY: Objection, it's asked and  
16 answered. She asked if there was, and he said no.

17 EXAMINER PRICE: You can answer the  
18 question.

19 A. I'm sorry. Would you mind repeating it  
20 one more time?

21 MS. O'BRIEN: Karen, could you reread the  
22 question, please?

23 (Record read.)

24 A. No, I can't.

25 Q. And would you agree with me too that

1 under the settlement Columbia can pursue even  
2 consumer-funded energy efficiency and demand side  
3 management programs after it files its next rate  
4 case?

5 A. Yes.

6 Q. So based on that, would you agree with me  
7 that the settlement does -- doesn't silence Columbia  
8 at all, right?

9 MR. DOUGHERTY: Objection. That  
10 mischaracterizes his testimony.

11 MS. O'BRIEN: Your Honor, I am asking --

12 MR. DOUGHERTY: It says what it says.

13 EXAMINER PRICE: He can answer the  
14 question if he understands.

15 A. I think the answer is no because it --  
16 the Stipulation terms were developed such that the  
17 champion of demand side management programs, Columbia  
18 Gas, is on the sidelines for some of the most  
19 important parts of the discussion about energy  
20 efficiency and demand side management. So it's a  
21 little like saying other than that, Ms. Lincoln, how  
22 was the play?

23 Q. Okay. But I think you just testified,  
24 right, that you don't have any reason to believe that  
25 Columbia didn't voluntarily enter into this provision

1 or the settlement?

2 A. Correct.

3 Q. Okay.

4 A. Correct.

5 EXAMINER PRICE: Before we leave this  
6 topic, if you are --

7 MS. O'BRIEN: Oh, no. Go ahead.

8 EXAMINER PRICE: Before we leave this  
9 topic, I am curious, the qualification on line 12 to  
10 your statement, it starts at the beginning of line 11  
11 actually, "of a utility who has successfully offered  
12 energy savings to its customers," if a utility had  
13 not successfully offered energy savings, would you  
14 think a gag order is okay then?

15 THE WITNESS: No, no, I wouldn't.

16 EXAMINER PRICE: So you don't believe the  
17 Commission's Stipulation should ever preclude a party  
18 from advocating something at the General Assembly?

19 THE WITNESS: I wouldn't go that far,  
20 your Honor. I would say that in this testimony we're  
21 arguing -- we're making an argument about the fitness  
22 for the opposite there of this element of the  
23 Stipulation which, as we've discussed, and with  
24 previous witnesses and cross -- cross questioning is  
25 the joint authorship of joint parties. And so if one

1 party, namely, the Company were to draft it itself,  
2 it would look differently. And, in fact, we know  
3 that the Company did propose DSM in a meaningful and  
4 robust manner originally which is --

5 EXAMINER PRICE: That's not my question.

6 THE WITNESS: Okay.

7 EXAMINER PRICE: My question is this a  
8 matter of principle to you that you don't think the  
9 Commission should approve Stipulations which  
10 restricts parties' advocacy at the General Assembly,  
11 or is this a matter of we care about this issue,  
12 therefore, please do not restrict Columbia's advocacy  
13 at the General Assembly?

14 THE WITNESS: I would say it's a matter  
15 of principle that almost never should be violated, I  
16 guess, in my term.

17 EXAMINER PRICE: Almost never?

18 THE WITNESS: I can think of certain  
19 cases with certain electric distribution utilities  
20 that -- where the fact pattern is particularly  
21 pronounced.

22 EXAMINER PRICE: Because you don't like  
23 them it's okay to gag them?

24 THE WITNESS: No, because the -- well,  
25 this is where my not being an attorney either gets me

1 into trouble or might bail me out of this question  
2 card. The point is that in those very unique cases  
3 and circumstances, it may be appropriate, for  
4 example, to -- when a federal corruption  
5 investigation is underway, et cetera, to not have  
6 that untrampled advocacy principle that I have  
7 included in my arguments here. I hope that's --

8 EXAMINER PRICE: Anybody not under a  
9 federal corruption investigation.

10 THE WITNESS: Very well said.

11 EXAMINER PRICE: That's a principle.

12 THE WITNESS: Although we reserve the  
13 right to refine after we can think it through a  
14 little more clearly. Thanks.

15 EXAMINER PRICE: There is no reservation  
16 of rights. This is your chance.

17 THE WITNESS: Okay.

18 EXAMINER PRICE: Thank you, Ms. O'Brien.

19 MS. O'BRIEN: Thank you, your Honor. And  
20 thank you, Mr. Bullock. That is all I have.

21 THE WITNESS: Thank you.

22 MS. O'BRIEN: Thank you for your time.

23 MS. WHITFIELD: No questions --

24 EXAMINER PRICE: Ms. Whitfield?

25 MS. WHITFIELD: -- your Honor.

1 EXAMINER PRICE: Ms. Bojko?

2 MS. BOJKO: No questions.

3 EXAMINER PRICE: Mr. Nugent?

4 MR. NUGENT: No questions.

5 EXAMINER PRICE: ELPC? OPAE?

6 MR. BOBB: No questions for OPAE, your  
7 Honor.

8 EXAMINER PRICE: Mr. Margard?

9 MR. MARGARD: No questions, your Honor.  
10 Thank you.

11 - - -

12 EXAMINATION

13 By Examiner Price:

14 Q. Mr. Bullock, nothing in the Stipulation  
15 precludes a consumer from getting DSM from a  
16 competitive retail natural gas supplier, does it?

17 A. Correct. That's correct.

18 Q. And there is nothing in the Stipulation  
19 that precludes a competitive retail natural gas  
20 supplier from offering in the marketplace demand side  
21 management services to their customers.

22 A. True.

23 EXAMINER PRICE: Thank you.

24 Redirect?

25 MS. O'BRIEN: No, your Honor.

1 MR. DOUGHERTY: That would be me.

2 EXAMINER PRICE: Mr. Dougherty is doing  
3 redirect.

4 MR. DOUGHERTY: Can I get 2? Don't move.  
5 I don't need any more. Like a couple minutes.

6 EXAMINER PRICE: You may.

7 MR. DOUGHERTY: Thanks.

8 EXAMINER PRICE: Go off the record for 2  
9 minutes.

10 (Discussion off the record.)

11 EXAMINER PRICE: Let's go back on the  
12 record.

13 Mr. Dougherty.

14 MR. DOUGHERTY: No direct -- no redirect.  
15 Excuse me.

16 EXAMINER PRICE: You are excused.

17 THE WITNESS: Thank you, sir.

18 MR. DOUGHERTY: And with that CUB Ohio  
19 renews its motion to admit CUB Exhibit 1.

20 EXAMINER PRICE: Any objection?

21 MS. O'BRIEN: No objection.

22 EXAMINER PRICE: Seeing none, it will be  
23 admitted.

24 (EXHIBIT ADMITTED INTO EVIDENCE.)

25 MR. DOUGHERTY: May I approach Mr. Clark?

1 EXAMINER PRICE: You may.

2 Who is your next witness?

3 MR. DOUGHERTY: We are moving to OPAE.

4 MR. BOBB: OPAE would call Nicole  
5 Peoples.

6 EXAMINER PRICE: Ms. Peoples.

7 (Witness sworn.)

8 EXAMINER PRICE: Please be seated and  
9 state your name and business address for the record.

10 THE WITNESS: My name is Nicole Peoples,  
11 and my business address is 1 Pinchot Place, Athens,  
12 Ohio 45701.

13 EXAMINER PRICE: Please proceed.

14 MR. BOBB: Thank you, your Honor.

15 - - -

16 NICOLE PEOPLES

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

19 DIRECT EXAMINATION

20 By Mr. Bobb:

21 Q. Ms. Peoples, do you have what has been  
22 marked as OPAE Exhibit 2 in front of you?

23 A. I do.

24 MR. BOBB: Okay. Your Honor, at this  
25 time we would like to mark Ms. Peoples' direct

1 testimony as OP&E Exhibit 2.

2 EX&MINER PRICE: It will be so marked.

3 (EXHIBIT MARKED FOR IDENTIFICATION.)

4 Q. (By Mr. Bobb) Is Exhibit 2 a true and  
5 accurate copy of your testimony in this case?

6 A. It is.

7 Q. And did you prepare Exhibit 2 or have it  
8 prepared under your direction?

9 A. Yes.

10 Q. If I asked you the same questions and  
11 answer -- contained in Exhibit 2 today, would you  
12 give me the same answers contained therein?

13 A. Yes.

14 Q. Any changes or corrections you would like  
15 to make to Exhibit 2?

16 A. Not to my knowledge.

17 MR. BOBB: Your Honor, at this time I  
18 would move for the admission of OP&E Exhibit 2,  
19 subject to cross, and would note we've marked it as  
20 Exhibit 2 because we expected Ms. Peoples to go  
21 second today, but for childcare purposes we moved her  
22 first.

23 EX&MINER PRICE: We can keep it straight  
24 in our heads.

25 MR. BOBB: Thank you.

1 EXAMINER PRICE: Thank you.

2 Company, cross?

3 MR. GALLON: No questions, your Honor.

4 Thank you.

5 EXAMINER PRICE: Mr. Pritchard?

6 MR. PRITCHARD: No questions.

7 EXAMINER PRICE: OEG?

8 MR. BOEHM: No questions.

9 EXAMINER PRICE: Ms. Petrucci?

10 MS. PETRUCCI: No questions.

11 EXAMINER PRICE: Ms. O'Brien?

12 MS. O'BRIEN: Thank you, your Honor.

13 - - -

14 CROSS-EXAMINATION

15 By Ms. O'Brien:

16 Q. Good morning, Ms. Peoples. How are you  
17 today?

18 A. Good.

19 Q. My name Angela O'Brien. I am an  
20 Assistant Consumers' Counsel with the Office of the  
21 Ohio Consumers' Counsel. Just going to ask you a few  
22 questions about your testimony that was prefiled in  
23 this case.

24 Before I start, do you have a copy of  
25 what's been marked -- or actually admitted as Joint

1 Exhibit 1, which is the Stipulation and  
2 Recommendation?

3 A. I do not.

4 Q. Okay. Does your counsel maybe?

5 THE WITNESS: Thank you.

6 Q. I may ask a couple questions. Okay. Can  
7 you tell me, are you familiar with the  
8 Commission's -- with the Public Utilities Commission  
9 of Ohio, the PUCO's three-part test to evaluate  
10 settlements?

11 A. Somewhat.

12 Q. Okay. And can you tell me what your  
13 understanding of that test is?

14 A. I am not a legalee, and so I cannot speak  
15 to them specifically.

16 Q. Okay. So --

17 A. I know that there's three things that you  
18 are trying to look at and prove against.

19 Q. Okay. So is your -- is your testimony in  
20 opposition to the settlement?

21 A. It is in opposition to the Stipulation  
22 regarding the low income program.

23 Q. Okay. And what specific part of the  
24 PUCO's three-part test are you testifying to today?

25 A. I'm not specific. I'm not sure.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Q. Okay.

MS. O'BRIEN: Your Honor, at this time I would like to move to strike Ms. Peoples' testimony in its entirety as irrelevant because it doesn't address the three-part test that the PUCO considers regard -- evaluates when it considers settlements.

MR. BOBB: If I could respond, your Honor, just because Ms. Peoples doesn't know which prong her testimony affects doesn't mean it doesn't address them. It's certainly argument that we'll make on brief.

MS. O'BRIEN: Your Honor, I -- the irrelevant -- at this point in the game we are not litigating the merits of Columbia's WarmChoice program. What is at issue here is whether the settlement meets the standards of the Commission's three-part test. Ms. Peoples has testified that she doesn't know the specifics of the Commission's three-part test nor does she testify to any of the parts of the Commission's three-part test in her testimony. So for that reason, I would strike her testimony in its entirety as irrelevant to this case.

MR. BOBB: Again, your Honor, she testified to modify the Stipulation as presented, and certainly the substance of her testimony goes to the

1 prongs.

2 EXAMINER PRICE: I think that she  
3 certainly expresses in the answer beginning on line 9  
4 on page 3 what her concerns are with the Stipulation.  
5 It's not necessary for her to pronounce a magic  
6 incantation against the public interest. It's up to  
7 Mr. Bobb to argue in his brief that her testimony  
8 supports why it's not in the public interest. Your  
9 motion to strike is denied.

10 MR. BOBB: Thank you, your Honor.

11 MS. O'BRIEN: Thank you, your Honor.

12 Q. (By Ms. O'Brien) So I believe you just  
13 testified that your testimony concerns the  
14 settlement's WarmChoice provisions; is that right?

15 A. The low income provisions.

16 Q. Okay. And by low income provisions, what  
17 are you referring to?

18 A. The WarmChoice program.

19 Q. Okay. And tell me -- tell me your  
20 understanding of what the settlement provides for  
21 with respect to the WarmChoice programs for low  
22 income consumers.

23 A. It provides for a cap on any increases  
24 over the five years. It also provides money from the  
25 WarmChoice program to be taken away from actual

1 weatherization measures being installed in customers'  
2 homes to go and provide an energy rate adjustment  
3 or -- to their bill, so it provides money toward the  
4 customer's bill. It also provides that the OCC is  
5 part of determining the administrative and  
6 programmatic pieces of the program.

7 Q. Okay. Thank you. And we will touch on  
8 that last point in a few minutes, but I want to ask  
9 you am I correct that you don't take a position in  
10 your testimony regarding any other provisions in the  
11 settlement?

12 A. That's correct.

13 Q. Did you participate in any of the  
14 settlement negotiations in this case?

15 A. I did not.

16 Q. And so am I correct that your testimony  
17 does not take a position with respect to whether the  
18 settlement is the product of serious bargaining?

19 A. I did not address --

20 MR. BOBB: I would just like to object.  
21 She is not a lawyer and shouldn't be asked questions  
22 about whether this addresses that.

23 EXAMINER PRICE: Well, it's entirely fair  
24 for her to ask questions whether she's presenting any  
25 facts relevant to the first prong is what she said

1 so.

2 Why don't you give the question back and  
3 you can go ahead and provide an answer.

4 (Record read.)

5 A. I did not address that in my testimony.

6 Q. Now, I think you just mentioned you  
7 testify that you are not aware of OCC designing or  
8 administering the WarmChoice program; is that  
9 correct?

10 A. Correct.

11 Q. Okay. Can you identify where in the  
12 settlement it says that OCC will design or administer  
13 Columbia's WarmChoice program?

14 A. Page 12 into 13.

15 Q. Okay. And are you referring to the  
16 paragraph that begins at the bottom "Columbia agrees  
17 to meet with the Commission"?

18 A. Correct.

19 Q. And moving on? Where specifically in  
20 this paragraph does it say that OCC will design or  
21 administer Columbia's WarmChoice program?

22 A. It says that OCC will discuss potential  
23 WarmChoice program improvements.

24 Q. Okay. So it says that OCC will discuss  
25 WarmChoice, and I'll just -- it says OCC will discuss

1 improvements, but it also says that OCC will discuss  
2 that with Columbia and the PUCO Staff; isn't that  
3 correct?

4 A. That's correct.

5 Q. So nothing in the paragraph that you just  
6 referenced to me specifically says that OCC will  
7 either design or administer the WarmChoice program;  
8 is that right?

9 MR. BOBB: Objection, asked and answered.  
10 Misstates her testimony.

11 EXAMINER PRICE: Overruled.

12 A. It's vague. It's alluding to the fact  
13 that potential administrative and operational changes  
14 may be made resulting from those discussions.

15 Q. Okay. But again, nothing in this  
16 paragraph says design or administer.

17 MR. BOBB: Same objection.

18 EXAMINER PRICE: I don't believe she has  
19 answered the question yet. Overruled.

20 A. Not directly.

21 Q. Thank you. Now, are you aware that the  
22 settlement provides for an independent management  
23 auditor hired by the PUCO to review and determine  
24 whether the policies, practices, and organization of  
25 the WarmChoice program are prudent?

1 A. Yes.

2 Q. Okay. Is it your testimony that the PUCO  
3 is incapable of overseeing an independent management  
4 audit of the WarmChoice program?

5 A. No, not at all.

6 Q. Can you turn to page 12 of your testimony  
7 and let me know when you are there?

8 A. Yes, I'm there.

9 Q. Okay. And if you can look at lines 7 and  
10 8, here you are -- you testify in support of an  
11 increase in the budget for the WarmChoice program; is  
12 that correct?

13 A. Correct.

14 Q. And can you tell me how Columbia would  
15 recover the cost for your proposed increase in the  
16 WarmChoice budget?

17 A. I would assume as part of their original  
18 proposal for the program, ratepayer.

19 Q. Okay. So it's your understanding that  
20 consumers would pay for that increase?

21 A. Correct.

22 Q. Now, I think you previously testified  
23 about the bill payment assistance --

24 A. Correct.

25 Q. -- while you were on the stand, right?

1 Okay. Are you -- so are you familiar with the  
2 settlements provisions regarding the bill payment  
3 assistance to consumers?

4 A. Yes.

5 Q. And are you aware that it provides  
6 3.5 million --

7 A. Yes.

8 Q. -- to consumers? Does -- let's see, does  
9 the Corporation for Ohio Appalachian Development  
10 oppose bill payment assistance going to consumers?

11 A. As part of a reduction in the WarmChoice  
12 budget, we do.

13 Q. So you oppose Columbia providing  
14 \$3.5 million in bill payment assistance to consumers?

15 MR. BOBB: Objection, misstates her prior  
16 testimony.

17 EXAMINER PRICE: Sustained.

18 MS. O'BRIEN: Thank you, Ms. Peoples. I  
19 have nothing further. Thank you for your time.

20 EXAMINER PRICE: Ms. Whitfield?

21 MS. WILCOX: I'm representing Kroger Co.  
22 I switched with Angie.

23 EXAMINER PRICE: Kroger?

24 MS. WILCOX: No questions.

25 MR. WYGONSKI: OMAEG has no questions,

1 your Honor.

2 EXAMINER PRICE: Mr. Nugent?

3 MR. NUGENT: No questions, your Honor.

4 EXAMINER PRICE: The ELPC?

5 Mr. Dougherty?

6 MR. DOUGHERTY: No.

7 EXAMINER PRICE: Redirect?

8 MR. BOBB: I have no redirect for the  
9 witness, your Honor.

10 - - -

11 EXAMINATION

12 By Examiner Price:

13 Q. I have only one question, and you may not  
14 be able to answer it. It's fine if you can't. Page  
15 8, question beginning on line 18 to line 20, "Is  
16 WarmChoice the only available funding source for home  
17 weatherization assistance," you indicate there is  
18 several other areas that fund weatherization  
19 assistance. Can you give me an understanding of the  
20 approximate percentage WarmChoice provides for the  
21 overall pie?

22 A. Less than 50 percent -- well, you mean as  
23 a -- as a stand-alone weatherization?

24 Q. In the context of what you have here. I  
25 mean, you say WarmChoice providers in the state also

1 operate the U.S. Department of Energy's Home  
2 Weatherization assistance program which is coupled  
3 with the HWAP Enhancement program, the HWAP  
4 Weatherization Readiness Program and the USF Electric  
5 Partnership program." Taking those three programs  
6 and WarmChoice, what percentage of WarmChoice of that  
7 total funding pie?

8 A. In dollar amount I can't give you that.  
9 I can, however, tell you that we combine leverage  
10 funds from these other programs. Over 50 percent of  
11 our clients with that -- we complete under  
12 WarmChoice.

13 EXAMINER PRICE: Okay. Thank you. You  
14 are excused.

15 Mr. Bobb?

16 MR. BOBB: Thank you, your Honor. At  
17 this time we would like to move for the -- renew our  
18 motion for the admission of Exhibit No. 2.

19 EXAMINER PRICE: Any objection?

20 MS. O'BRIEN: No objection.

21 EXAMINER PRICE: It will be admitted.

22 (EXHIBIT ADMITTED INTO EVIDENCE.)

23 MR. BOBB: Thank you, your Honor. We are  
24 ready to call Mr. -- excuse me, Mr. Sarver. Given  
25 the time though, I don't know if it makes sense to

1 call him now and try to get it done before the  
2 meeting or?

3 EXAMINER PRICE: I think what makes the  
4 most sense is let's call him and we will see as far  
5 as we can get, and then we will pick up after the  
6 Commission meeting.

7 MR. BOBB: Understood. At this point  
8 OPAE would like to call John Sarver to the stand.

9 MR. SARVER: Your Honor.

10 EXAMINER PRICE: Mr. Sarver.

11 (Witness sworn.)

12 EXAMINER PRICE: Please be seated and  
13 state your name and address -- and business address  
14 for the record. If you could turn on your microphone  
15 button. Right in the middle.

16 THE WITNESS: Yeah. There we go. My  
17 name is John Sarver. Business address is P.O. Box  
18 1793, Findlay, Ohio 45839.

19 MR. BOBB: All right. At this point,  
20 your Honor, OPAE would like to mark the direct  
21 testimony of John Sarver as OPAE Exhibit 1.

22 EXAMINER PRICE: It will be so marked.

23 (EXHIBIT MARKED FOR IDENTIFICATION.)

24 MS. O'BRIEN: Your Honor, would you  
25 entertain any motions to strike at this time?

1 EXAMINER PRICE: Let's let Mr. Bobb  
2 finish his direct and then we will move on -- go on  
3 to the motion to strike.

4 MR. BOBB: Thank you, your Honor.

5 - - -

6 JOHN F. SARVER, III  
7 being first duly sworn, as prescribed by law, was  
8 examined and testified as follows:

9 DIRECT EXAMINATION

10 By Mr. Bobb:

11 Q. Mr. Sarver, do you have in front of you  
12 what has been marked as OPAC Exhibit 1?

13 A. Yes.

14 Q. And is OPAC Exhibit 1 a true and accurate  
15 copy of your testimony in this case?

16 A. Yes.

17 Q. Did you prepare OPAC Exhibit 1 or have it  
18 prepared under your direction?

19 A. Yes.

20 Q. If I asked the questions contained in  
21 OPAC Exhibit 1 today, would you give me the answers  
22 contained therein?

23 A. Yes.

24 Q. Do you have any changes or corrections to  
25 make to OPAC Exhibit 1?

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

A. No.

MR. BOBB: All right. At this time, your Honors, I would move for the admission of OP&E Exhibit 1, subject to cross.

EXAMINER PRICE: Thank you.  
Company?

MR. GALLON: No questions, your Honor.

EXAMINER PRICE: Mr. Pritchard?

MR. PRITCHARD: No questions, your Honor.

EXAMINER PRICE: Mr. Boehm?

MR. BOEHM: No questions, your Honor.

MS. PETRUCCI: No questions, your Honor.

EXAMINER PRICE: Ms. O'Brien?

MS. O'BRIEN: Thank you.

EXAMINER PRICE: Do you have motions to strike?

MS. O'BRIEN: I do have a motion to strike. OCC moves to strike Exhibit JFS-2 attached to Mr. Sarver's testimony which contains the joint comments of Dominion, Vectren, and Columbia for the PUCO's energy efficiency workshops. These comments are irrelevant to the PUCO's three-part test to evaluate settlements and, thus, inadmissible under Ohio Evidence Rules 401 and 402.

First, JFS-2 reflects comments and

positions of utilities that are not parties to this case and not parties to the settlement at issue in this case. Dominion's and Vectren's views regarding energy efficiency are wholly irrelevant as to whether the settlement in this case satisfies the PUCO's three-part test.

Second, the portions related to Columbia in JFS-2 are also irrelevant as to whether the settlement as a package satisfies the Commission's three-part test. The very nature of a settlement is to compromise your litigation positions.

For these reasons JFS-2 should be stricken.

EXAMINER PRICE: Mr. Bobb.

MR. BOBB: Thank you, your Honor. This is part of the Commission's record so certainly judicial notice could be taken of it if we have to go that route. But Mr. Sarver relied on it just to show what Columbia's position has been in the past, certainly nothing objectionable. That's not admitted for the truth of the matter asserted.

MS. O'BRIEN: And I believe, your Honor, it -- if he -- if OPAE wants to stipulate that it's not being admitted for the truth of the matter asserted, that's one thing. However, I think your

1 Honor previously sustained objections to testimony  
2 regarding Columbia's positions in other matters  
3 outside of the settlement context. So we would  
4 request that the whole JFS-2 be stricken.

5 EXAMINER PRICE: We are going to deny the  
6 motion to strike, and we will take administrative  
7 notice of the documents in Exhibit JFS-2. They are  
8 pleadings that have been filed before -- comments  
9 that have been filed before the Commission. They are  
10 fair game to bring into the case.

11 Anything else?

12 MR. BOBB: Thank you, your Honor.

13 MS. O'BRIEN: Thank you, your Honor. No.  
14 I do have cross.

15 - - -

16 CROSS-EXAMINATION

17 By Ms. O'Brien:

18 Q. Good morning, Mr. Sarver. How are you?

19 A. Good, thank you.

20 Q. As you may have heard, my name is Angela  
21 O'Brien. I am with the Office of the Ohio Consumers'  
22 Counsel, and I am an Assistant Consumers' Counsel.  
23 So I am just going to ask you some questions about  
24 your testimony.

25 First of all, are you familiar with the

1 PUCO's three-part test to evaluate settlements?

2 A. No.

3 Q. Okay. And you offer no testimony  
4 regarding whether this settlement is the product of  
5 serious bargaining?

6 A. No.

7 Q. Do you offer any testimony regarding  
8 whether the settlement benefits consumers or is in  
9 the public interest?

10 MR. BOBB: Objection, your Honor. He  
11 just said he -- I don't think that's in his testimony  
12 whether it goes to one of those two -- prongs two or  
13 three. And again, I don't know whether his opinion  
14 on whether it does is relevant at all.

15 EXAMINER PRICE: She can ask him for  
16 clarification.

17 You can answer if you know.

18 THE WITNESS: Pardon me?

19 EXAMINER PRICE: You can answer if you  
20 know.

21 A. Oh, no.

22 Q. And do you testify at all whether the  
23 settlement violates any regulatory practice or  
24 principle?

25 MR. BOBB: Same objection, your Honor.

1 He is not familiar with the three-prong test so  
2 whether his testimony goes to one of those prongs I  
3 think is an unfair question for him.

4 EXAMINER PRICE: I disagree. She is not  
5 asking him -- quizzing him on what are the three  
6 prongs. She is simply asking his opinion as to  
7 whether he's presenting any facts that relate to any  
8 of the three -- one of the three prongs. Overruled.  
9 You can answer if you know.

10 A. Okay. I don't, no.

11 MS. O'BRIEN: Okay. So, your Honor,  
12 based on his testimony, I would again move to strike  
13 the entirety of Mr. Sarver's testimony as irrelevant  
14 to the three-part test the PUCO considers to evaluate  
15 testimony. By his own admission he is not testifying  
16 with respect to any of the three prongs; and, thus,  
17 the testimony itself is irrelevant.

18 MR. BOBB: Your Honor, that's the same  
19 objection that Ms. O'Brien raised and was overruled  
20 before. Whether he knows how his testimony applies  
21 to the three-prong test is irrelevant to whether his  
22 testimony does, in fact, apply to any of the prongs  
23 in the three-prong test.

24 And as you correctly noted before, your  
25 Honor, that's a labor for us to take up on brief

1 after the testimony has been submitted before the  
2 Commission.

3 MS. O'BRIEN: And, your Honor, the reason  
4 I am raising this objection is because the PUCO has  
5 in the past always stricken testimony for failure to  
6 address the PUCO's three-part test so.

7 EXAMINER PRICE: Do you have a citation  
8 of that?

9 MS. O'BRIEN: Actually it's Northeast  
10 Ohio -- Northeast and Orwell Natural Gas case. I can  
11 pull up the citation right now. It's 2015. PUCO  
12 wholly -- wholly struck OCC Witness Greg Stone's  
13 testimony for failing to address the three prongs of  
14 the settlement. And I don't have the specific  
15 citation handy right now, but I can pull it up if you  
16 give me a moment.

17 EXAMINER PRICE: That's okay.

18 MS. O'BRIEN: I'm sorry, your Honor. I  
19 don't have the cite handy.

20 EXAMINER PRICE: I can find the case. I  
21 don't know what happened in Northeast Orwell, but in  
22 this case the witness is talking about provisions  
23 within the Stipulation. It's up to Mr. Bobb and  
24 Mr. Dove to make the argument as to why this fits  
25 into the second prong, so the motion to strike will

1 be denied.

2 MS. O'BRIEN: Okay.

3 MR. BOBB: Thank you, your Honor.

4 MS. O'BRIEN: Thank you, your Honor.

5 Q. (By Ms. O'Brien) Okay. So, Mr. Sarver,  
6 your testimony, as I understand it, pertains only to  
7 the provisions in the settlement regarding demand  
8 side management and bill payment assistance, correct?

9 A. Correct.

10 Q. Okay. And if I refer to demand side  
11 management as DSM, will you understand my meaning?

12 A. Yes.

13 Q. So you are not offering any testimony  
14 today regarding any other provisions in the  
15 settlement; is that correct?

16 A. I don't believe so.

17 Q. Now, the settlement provides for  
18 \$3.5 million of bill payment assistance to Columbia  
19 consumers; is that your understanding?

20 A. Yes.

21 Q. Does OPAC oppose Columbia consumers  
22 receiving 3.5 million in bill payment assistance?

23 A. No.

24 Q. Okay. Can you turn to page 4 and 5 of  
25 your testimony. Let me know when you are there.

1           A.    I'm there on page 4.

2           Q.    So beginning on page 4, you criticize the  
3 bill payment assistance program agreed to in the  
4 settlement, right?

5           A.    Correct.

6           Q.    Okay. And I believe specifically you  
7 believe the bill payment assistance program is  
8 unclear; is that correct?

9           A.    Yeah, correct.

10          Q.    Okay. But would you agree with me the  
11 settlement specifically provides that the bill  
12 payment assistance program is subject to reasonable  
13 and appropriate yearly audits?

14          A.    Yes.

15          Q.    And the settlement requires Columbia to  
16 make audit and oversight information available to the  
17 PUCO Staff?

18          A.    Correct.

19          Q.    Now, on page 5 of your testimony, lines 2  
20 to 5, okay.

21          A.    Go ahead.

22          Q.    Here you state that PUCO Staff and OCC  
23 have not been able to craft a cohesive bill payment  
24 assistance plan in months and months of negotiating  
25 the Stipulation.

1           A.    I believe that's true.

2           Q.    Okay.  Is it your testimony that the PUCO  
3   Staff is incapable of developing or implementing  
4   along with Columbia a bill payment assistance plan  
5   for consumers?

6           A.    No.

7           MR. BOBB:  Object.  Misstates his prior  
8   testimony.

9           MS. O'BRIEN:  I am asking him what his  
10   testimony is.

11          EXAMINER PRICE:  Overruled.

12          Q.    I'm sorry.  I didn't get your answer.

13          A.    No.

14          Q.    Okay.  Were you present at the settlement  
15   negotiation meetings?

16          A.    No.

17          Q.    Okay.  But are you generally aware that  
18   the settlement concerns more than just bill payment  
19   assistance to consumers?

20          A.    Yes.

21          Q.    Okay.  For example, the settlement  
22   addresses the Columbia revenue requirement, right?

23          A.    Correct.

24          Q.    Return on equity and capital structure;  
25   is that correct?

1 A. I'm not sure.

2 Q. Okay. Do you have -- do you have any  
3 reason to dispute that?

4 A. No.

5 Q. Okay. Operations and maintenance  
6 expense, does it address that?

7 A. Yes.

8 Q. Okay. Columbia's riders, does it address  
9 that?

10 A. I believe so.

11 Q. Okay. What about deferral authority?

12 A. I am not sure about that.

13 Q. Okay. But do you have any reason to  
14 dispute or address those issues?

15 A. No.

16 Q. So you are not testifying that OCC, the  
17 PUCO Staff, and other parties only discussed bill  
18 payment assistance throughout the settlement  
19 negotiation, right?

20 A. No.

21 Q. Okay. Could you turn to page 7 of your  
22 testimony, please.

23 A. Okay.

24 Q. Okay. At the bottom of the page, you  
25 testify that the bill payment assistance program

1 lacks key details necessary for the Commission to  
2 consider it to the extent the Commission has  
3 authority to authorize it. Is that your testimony?

4 A. Yes.

5 Q. Okay. Is it your testimony that the PUCO  
6 does not have authority to determine whether the bill  
7 payment assistance provisions as part of a package  
8 satisfies the PUCO's three-part test to consider  
9 settlements?

10 A. Can you repeat that?

11 MS. O'BRIEN: Karen, could you please  
12 reread the question?

13 (Record read.)

14 A. I'm not sure.

15 Q. So -- so is it your belief, your opinion,  
16 that the PUCO doesn't have authority to approve the  
17 settlement?

18 A. I'm sorry. I believe the PUCO will.

19 Q. And here where -- in your testimony on  
20 page 7 where you say "to the extent the Commission  
21 has authority to authorize it," what -- what  
22 authority are you referring to?

23 A. Oh, at the time wondering if the PUCO  
24 does have that authority to approve in this  
25 Stipulation.

1 Q. Okay. And when you were wondering that,  
2 why -- why were you wondering that?

3 A. Because the way it's phrased in the Stip,  
4 it's vague.

5 Q. So what specifically is vague?

6 A. I don't have it in front of me at this  
7 time.

8 Q. You don't have the settlement?

9 A. No.

10 Q. Okay. Does your counsel have?

11 MS. O'BRIEN: Thank you.

12 THE WITNESS: Thank you.

13 Q. (By Ms. O'Brien) So can you look through  
14 there and tell me what you think is unclear or vague?

15 A. Could you repeat the question for me?

16 MS. O'BRIEN: Karen, could you please  
17 reread the question?

18 (Record read.)

19 THE WITNESS: The question before that,  
20 sorry.

21 Q. (By Ms. O'Brien) I think I can probably  
22 reask the question. You just testified, I believe,  
23 and you can correct me if I am wrong, that the -- you  
24 think that the bill payment assistance provisions are  
25 unclear.

1 A. Correct.

2 Q. Okay.

3 A. Okay.

4 Q. And I followed that up with a question  
5 regarding why --

6 A. Where is it?

7 Q. I'm sorry?

8 A. Where in the Stip?

9 Q. I am not referring to the Stipulation  
10 right now.

11 A. Okay.

12 Q. What I had previously asked you, I am  
13 going over that. So I followed that up with a  
14 question as to why you were wondering if the  
15 Commission had authority to approve the settlement in  
16 this bill payment provision. And I believe your  
17 testimony was that it was vague. So what I am asking  
18 is what portion of the customer bill payment  
19 assistance program do you believe is vague or  
20 unclear?

21 A. Okay. Well, I don't see it here so.

22 Q. Well, the -- it starts at page 19.

23 A. Okay.

24 Q. Thank you.

25 A. Okay. It states here "If agreement

1 cannot be reached between Columbia and OCC, the  
2 funding shall be used to expand upon bill payment  
3 assistance available through the HeatShare program."  
4 Oversight and advertising allowed by Columbia to  
5 cover the costs administering the program. It  
6 doesn't say it needs approved by the PUCO in here  
7 that I see.

8 Q. You would agree with me that this  
9 provision and the settlement itself would -- needs to  
10 be approved by the PUCO; that's why we are all here  
11 today, right?

12 A. I would assume so, but I am not an  
13 attorney.

14 Q. Okay. Thank you. Okay. If you could  
15 turn to page 11 of your testimony and let me know  
16 when you're there.

17 A. Okay.

18 Q. And on line 12, you testify that bill  
19 payment assistance should be reserved to emergency  
20 situations; is that right?

21 A. Correct.

22 Q. Would you agree with me that the  
23 coronavirus pandemic we've experienced the past  
24 couple years is an emergency situation?

25 A. Yes.

1           Q.    And would you also agree with me the gas  
2 and energy prices in general are increasing for  
3 consumers?

4           A.    Yes.

5           Q.    And would you agree with me that  
6 inflation has increased?

7           A.    Correct.

8           MS. O'BRIEN:  Thank you, Mr. Sarver.  
9 That's all I have.  Thank you for your time today.

10          THE WITNESS:  Thank you.

11          EXAMINER PRICE:  Kroger?

12          MS. WILCOX:  No questions, your Honor.

13          EXAMINER PRICE:  OMAEG?

14          MR. WYGONSKI:  OMAEG has no questions,  
15 your Honor.

16          EXAMINER PRICE:  IGS?

17          MR. NUGENT:  No questions, your Honor.

18          EXAMINER PRICE:  ELPC?

19          MR. ABRAMS:  No.

20          EXAMINER PRICE:  Mr. Dougherty?

21          MR. DOUGHERTY:  No.  No, thank you.

22          EXAMINER PRICE:  Redirect?

23          MR. BOBB:  No redirect at this time.

24          EXAMINER PRICE:  I have no questions.

25          You may step down.

1 THE WITNESS: Thank you.

2 EXAMINER PRICE: Mr. Bobb.

3 MR. BOBB: Thank you, your Honor. At  
4 this time OP&E would renew its motion to admit OP&E  
5 Exhibit 1.

6 EXAMINER PRICE: Any objections?

7 Hearing none, it will be admitted.

8 (EXHIBIT ADMITTED INTO EVIDENCE.)

9 EXAMINER PRICE: Let's go off the record  
10 now.

11 (Discussion off the record.)

12 EXAMINER PRICE: Let's go back on the  
13 record.

14 We have a couple housekeeping matters to  
15 take on before we adjourn for the day.

16 Mr. Kelter.

17 MR. KELTER: Thank you, your Honor. We,  
18 Environmental Law & Policy Center, moves for the  
19 admission of ELPC Exhibit 1.0, the supplemental  
20 direct testimony of Karl Rabago.

21 (EXHIBIT MARKED FOR IDENTIFICATION.)

22 EXAMINER PRICE: I understand we have a  
23 motion to strike?

24 MR. GALLON: Yes, your Honor. Thank you.  
25 Our motion to strike relates to the testimony on

pages 12 to 15 of Mr. Rabago's testimony. Page 12, beginning on line 14.

MR. KELTER: Slow down.

MR. GALLON: Motion to strike relates to the question on page 12 that begins on line 14. The answer to that question that begins on line 6 and continues on to pages 13 and 14, Table KRR-1, and the question and answer that follow that table which concludes on page 15, line 2.

So the topic of these questions and answers are the residential customer charges that Columbia Gas of Ohio's affiliates have charged in other states. Columbia Gas of Ohio would argue that the charges of other companies in other states with different customer bases, different sets of laws are irrelevant.

Some of the charges listed here have not even been charged. They are simply stipulated. Much of what Mr. Rabago relies on for this testimony is hearsay. There is, I believe, one citation to a Commission order from the Indiana Utility Regulatory Commission. The remainder are citations to it appears settlements, applications, ALJ recommended decisions, and such, direct testimony in a Columbia Gas of Virginia case, that kind of thing.

1           So Columbia Gas would move to strike all  
2 of this testimony as irrelevant. The charges of  
3 other companies in other jurisdictions subject to  
4 entirely different sets of laws are not relevant to  
5 the Commission's decision in this case.

6           We would also move to strike the majority  
7 of this testimony on the basis of hearsay. The  
8 statements of employees of different companies'  
9 filings in other commissions are all statements of  
10 nonparties outside this proceeding and, therefore,  
11 would not be admissible under the Commission's  
12 general policies as hearsay.

13           EXAMINER PRICE: And do you have a second  
14 part for your motion to strike?

15           MR. GALLON: No, your Honor.

16           EXAMINER PRICE: That's solely it?

17           MR. GALLON: Yes, sir.

18           EXAMINER PRICE: Mr. Kelter, response?

19           MR. KELTER: A couple things, your Honor.  
20 First of all, Mr. Rabago's testimony goes to whether  
21 the settlement is actually in the public interest  
22 which is one of the prongs of the three-prong test.

23           Second of all, he should be allowed to  
24 make the point that Columbia doesn't need to have all  
25 of that revenue in the fixed customer charge in order

1 to collect the revenue because it collects the  
2 revenue that it needs in other states through  
3 volumetric rates.

4 Also it goes to -- his testimony goes to  
5 the issue of whether there was -- goes to the issue  
6 of the negotiations between the parties which he  
7 talks about in this -- when he discusses these  
8 issues. And I would add all the things he relies on  
9 are public filings, and witnesses typically rely on  
10 public filings in other states routinely in their  
11 testimony.

12 EXAMINER PRICE: Any other parties care  
13 to respond?

14 MR. KELTER: You know what? I do want to  
15 add one other thing here.

16 EXAMINER PRICE: Sorry.

17 MR. KELTER: We asked Columbia Gas a  
18 question about this in discovery. We said what are  
19 the fixed comparable -- what are the comparable fixed  
20 charges residential customers will pay for other  
21 natural gas utilities owned by NiSource in 2023,  
22 2024, 2025, 2026, and 2027? NiSource refused to  
23 answer those questions, so we found the answers to  
24 those questions in publicly available information.

25 EXAMINER PRICE: Well --

1 MR. GALLON: Your Honor, may I respond?

2 EXAMINER PRICE: I mean, they declined to  
3 respond because they didn't think it was relevant.

4 MR. KELTER: They didn't think it was  
5 relevant. It may not be relevant in their eyes, but  
6 we are the ones who decide what's relevant to our  
7 arguments that we are going to make in briefs.

8 EXAMINER PRICE: The Commission decides  
9 what's relevant to decide this outcome.

10 Mr. Gallon.

11 MR. GALLON: Your Honor, may I respond?  
12 One, I don't believe those discovery requests were  
13 posed to NiSource. They were posed to Columbia Gas  
14 of Ohio.

15 Two, if you wished -- if ELPC wished to  
16 challenge Columbia's objections to discovery, the  
17 time to do so was through a motion to compel before  
18 this hearing and not during the hearing.

19 Three, I believe counsel for ELPC  
20 indicated that this testimony was important because  
21 it showed that other companies had agreed to  
22 volumetric rates in other proceedings in other  
23 states.

24 ELPC does not need to rely on filings  
25 from other companies in other public utilities

1 commissions in other states to demonstrate volumetric  
2 rates exist. And to the extent that he believes this  
3 testimony shows anything regarding whether if the  
4 Stipulation provides benefits to consumers or  
5 anything about bargaining, he did not indicate how it  
6 does so.

7 And we don't see how, again, filings in  
8 other states relating to other companies under  
9 entirely different sets of laws and different sets of  
10 customers would demonstrate anything about the  
11 benefits provided by the Stipulation filed in this  
12 case or for that matter whether serious bargaining  
13 occurred.

14 MR. KELTER: Your Honor, I believe they  
15 have cross for Mr. Rabago. They seem to want to ask  
16 him questions about why he thinks this relates to the  
17 serious bargaining test, and we are happy to have him  
18 available for cross.

19 EXAMINER PRICE: Well, they won't have  
20 cross if they win the motion to strike. I think  
21 that's their point.

22 Any other parties care to respond to the  
23 motion to strike?

24 Okay. We are going to grant the motion  
25 to strike on the basis of relevance. Even to the

1 extent that this is a matter of rate design rather  
2 than revenue requirement, which is not clear from the  
3 testimony, he doesn't indicate what the offsetting  
4 volumetric rates are so there is no way for the  
5 Commission to make a comparison as to the fixed rates  
6 versus what some hypothetical volumetric rate might  
7 also be. Accordingly, the motion to strike will be  
8 granted.

9 MR. KELTER: Your Honor, wouldn't that go  
10 to the weight the Commission gives it?

11 EXAMINER PRICE: No. It is going to the  
12 relevance of it. Motion to strike has been granted.

13 Mr. Kelter, it's my understanding that  
14 based on conversations off the record that Mr. Rabago  
15 has not had a final chance to review his testimony  
16 for corrections and errors. If there is any  
17 corrected testimony, please go ahead and file a  
18 late-filed exhibit within a week of the hearing.

19 MR. KELTER: Thank you, your Honor.

20 EXAMINER PRICE: Thank you.

21 Any objection?

22 MR. KELTER: We have -- your Honor, we  
23 also have ELPC Exhibit 2 which is the discovery  
24 responses to our discovery requests submitted to  
25 Columbia that Columbia has agreed to allow us to

1 submit for the record.

2 EXAMINER PRICE: Okay. Thank you. Do  
3 you have copies?

4 MR. KELTER: We just filed them this  
5 morning.

6 EXAMINER PRICE: Okay. That's fine.  
7 Columbia, you have no objection to the admission of  
8 these discovery responses?

9 MR. GALLON: That's correct, your Honor.

10 EXAMINER PRICE: Okay. They will be  
11 marked as ELPC 2.

12 (EXHIBIT MARKED FOR IDENTIFICATION.)

13 EXAMINER PRICE: Any objection to the  
14 admissions of ELPC 1 and 2?

15 Hearing none, they are admitted, subject  
16 to the motion to strike.

17 (EXHIBITS ADMITTED INTO EVIDENCE.)

18 EXAMINER PRICE: Mr. Margard.

19 MS. PETRUCCI: Can I ask what's in ELPC 2  
20 that apparently was filed this morning while we  
21 were -- I don't know if it was while we were here.

22 EXAMINER PRICE: They are discovery  
23 responses from Columbia.

24 MS. PETRUCCI: Columbia, okay. I guess  
25 you'll -- I am not sure anybody has seen it is all I

1 am asking and there is no copy available? I just  
2 find that very unusual.

3 MR. KELTER: I'm sorry. I missed the  
4 question.

5 EXAMINER PRICE: I agree with  
6 Ms. Petrucci and we are getting this late and this is  
7 taking longer than we had hoped. We are going --  
8 sorry to do this to the parties. We are going to go  
9 off the record until 2 o'clock. In that time frame  
10 the parties will have a chance to review ELPC  
11 Exhibit 2 and determine whether they have any  
12 objections to its admission, it should be up on the  
13 docket system now at this point, and then we will go  
14 ahead and deal with the Staff witnesses at 2 o'clock.

15 MR. KELTER: Your Honor, I just wanted to  
16 point out that we didn't bring copies because we  
17 didn't think we were going today, so I apologize for  
18 that.

19 EXAMINER PRICE: Let's not apologize for  
20 the fact we got this hearing done quickly. It's in  
21 everybody's benefit we are not doing this the next  
22 four days until Monday, wraparound to Monday, so it  
23 was well done by everybody to get it done.

24 Let's go off the record.

25 (A lunch recess was taken.)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Wednesday Afternoon Session,  
November 16, 2022.

- - -

EXAMINER PRICE: As a first matter, in my haste to wrap up quickly, I feel upon reflection I did not give a very clear ruling to ELPC on the motion to strike. So in case they desire to challenge it, I'm clarifying the ruling as the motion to strike was granted on two grounds. One, relevance, the rates are taken from other states subject to different governing laws and, second, on prejudice because the testimony did not present the volumetric rates along with the fixed rates, the unfair prejudice to Columbia outweighed the probative value of the evidence. Thank you.

Ms. Petrucci.

MS. PETRUCCI: Thank you, your Honor. Right before the break we were discussing admission of ELPC 2, and I appreciate the indulgence of the Bench and everybody else for an opportunity to review exactly what that document was. I'll just note it was filed at like 11:10 this morning, so I do appreciate the opportunity.

Having looked at it, I -- there is one page within the 390 plus pages of that exhibit with

1 which we have an objection. It is page 30. I do  
2 have a non-downloaded copy if anybody needs to see  
3 page 30. I've handed it to the Bench and ELPC's  
4 counsel and a couple -- a couple others in the room.  
5 If anybody wants it, I'll be happy to share.

6 And page 30 is the Columbia response to  
7 ELPC's Set 1, Interrogatory No. 6. The objection is  
8 with regard to relevance. As the information in  
9 the -- that's being requested is with regard to  
10 competitive supply charges, and as everybody I think  
11 understands, that this case is about base rates and  
12 is not at all related to supplier rates on top of the  
13 two other cases that are involved are the IRP Rider  
14 and CEP Rider which are also unrelated to supply --  
15 competitive supplier rates.

16 So -- and as the Bench has already taken  
17 and ruled on the grounds of relevancy that other  
18 rates involving different companies from other  
19 states, also not relevant to this proceeding.

20 So on that ground page 30 of what has  
21 been marked as ELPC is one page in which we have an  
22 objection. We would request it not be included in  
23 ELPC Exhibit No. 2.

24 EXAMINER PRICE: Any party care to  
25 respond?

1 MR. NUGENT: IGS would join in that  
2 objection, your Honor.

3 MR. ABRAMS: Yeah, I would like to  
4 respond, your Honor. Can you hear me?

5 EXAMINER PRICE: Yes.

6 MR. ABRAMS: I would just like to point  
7 out, first of all, the Company didn't object. And  
8 then, second and third, this relates to our arguments  
9 around prong two and prong three. We are going to  
10 argue about inflation and rising prices and energy  
11 burden for customers, and this information fits into  
12 that context.

13 MR. PRITCHARD: Your Honor, I don't have  
14 a specific response on this page, but I do have an  
15 overarching response. I am happy to save it to the  
16 end or chime in whenever you feel appropriate.

17 EXAMINER PRICE: Let's finish this page  
18 and then we will take up.

19 Any other party care to respond?

20 MS. PETRUCCI: If I can just reiterate  
21 that the case is about base rates and the IRP and CEP  
22 Riders. It is not about the overall customer bill.  
23 And so again, this goes to relevance and it's  
24 irrelevant information for the case.

25 MR. ABRAMS: May I respond?

1 EXAMINER PRICE: Yes.

2 MR. ABRAMS: I just, again, would argue  
3 that, you know, in the context of the Stipulation  
4 removing energy efficiency programs, it's just all  
5 the more important for consumers to save gas as gas  
6 prices are rising so that's why this is relevant to  
7 the larger argument around the public interest in  
8 this case.

9 EXAMINER PRICE: But you would agree that  
10 as a proxy for gas prices, you can use the historic  
11 Standard Choice Offer price which nobody is objecting  
12 to.

13 MR. ABRAMS: I guess I'm a little  
14 unclear.

15 EXAMINER PRICE: If you need a proxy --  
16 there is two parts to this response. The first is  
17 here is a web link to the historic Standard Choice  
18 Offer price 2018 to present. And those are on --  
19 it's a link to the Commission website and you can --  
20 you know, if you need us to take administrative  
21 notice of that, we'll do so. But you can use that as  
22 a proxy for rising gas prices rather than the average  
23 supplier price which is being objected to.

24 MR. ABRAMS: That would be a fine  
25 resolution for me.

1 EXAMINER PRICE: Okay. At this time we  
2 will go ahead and strike from ELPC Exhibit 2 page 30,  
3 the response to interrogatory Set 1, No. 6, and we  
4 will take administrative notice of historic Standard  
5 Choice Offer prices from 2018 to present found on the  
6 Commission website.

7 Mr. Pritchard, more global objection.

8 MR. PRITCHARD: Yes, your Honor. It's --  
9 typically in these proceedings to the extent a party  
10 wants to present discovery, it's either a request for  
11 admission which under the Commission's rules are  
12 treated as evidence and admissible, or they are  
13 presented by a witness. I'm not -- I don't recall  
14 anyone filing a 390-page discovery exhibit live  
15 during a hearing. I've not had an opportunity to  
16 review in full detail all 390 pages. I'm not sure  
17 what vehicle or appropriateness or relevance all of  
18 this information has, but I -- it seems to run afoul  
19 of the Commission's rule on prefiling expert witness  
20 testimony and I'm not sure what prejudice it may or  
21 may not be to my client having it been submitted live  
22 while we were all in the hearing today.

23 So on that grounds I am not sure that  
24 there is a basis -- demonstrable basis that all this  
25 information is relevant and that the parties in the

1 room had an opportunity to review and object or not  
2 object.

3 MS. O'BRIEN: I would agree with that. I  
4 am -- you know, this was filed today at 11 o'clock.  
5 While I have had a chance to scroll threw it, I mean,  
6 I would generally object on the grounds it doesn't  
7 have a vehicle for admission and basically support  
8 IEU's comments or objections on that ground.

9 MR. WYGONSKI: OMAEG would join that as  
10 well.

11 MS. WILCOX: Kroger would join that as  
12 well.

13 MR. DOUGHERTY: Can I ask a question?  
14 What was the objection on the table?

15 MS. O'BRIEN: I think --

16 EXAMINER PRICE: They are objecting to  
17 the admission in general of this exhibit.

18 MR. DOUGHERTY: I wasn't sure whether I  
19 heard those words, that's all.

20 MS. O'BRIEN: I can't imagine -- for  
21 example, I can't imagine a situation where like we  
22 would be able to come in and just file 300 pages of  
23 discovery and just say request for admission for them  
24 even -- even if the utility agreed with us, right?  
25 We would have to have some sort of vehicle for

1 getting them into evidence and, you know, whether  
2 that's through the Respondent who helped draft the --  
3 draft the discovery responses or what have you or  
4 through another witness.

5 MR. ABRAMS: May I respond?

6 EXAMINER PRICE: Let's see who else is --  
7 I heard a lot of people say they were joining the  
8 objection, but I am not sure the court reporter  
9 caught them or if I caught them. So Kroger and OMAEG  
10 are joining the objection?

11 MR. WYGONSKI: Yes.

12 EXAMINER PRICE: Do you care to speak to  
13 it?

14 MR. WYGONSKI: I have nothing to add to  
15 that, your Honor.

16 EXAMINER PRICE: Anybody else?

17 Now you may respond.

18 MR. ABRAMS: Yeah. Again, I just want to  
19 point out sort of the context we are working in here  
20 where our witness was originally going to Monday only  
21 because of a death in the family and then moved it up  
22 to today to accommodate finishing the proceeding  
23 earlier, so I think we apologize for the -- the pace  
24 at which we just had to file this, but we were  
25 planning to get -- to get our discovery responses in

1 on Monday and give parties time to review them. It  
2 was more a matter of convenience in order to expedite  
3 the proceeding.

4 So our intention was not to file this at  
5 11:00 and have everyone review it over lunch. Our  
6 intention was to file on -- to have hearing room  
7 exhibits, talk about them with our witness on Monday,  
8 and then file this into testimony or into the record.

9 MR. PRITCHARD: May I briefly respond,  
10 your Honor?

11 EXAMINER PRICE: You may.

12 MS. PETRUCCI: The deadline to file the  
13 Intervenor -- or the Intervenor in Opposition  
14 testimony was Monday. To the extent this was going  
15 to be adopted by the witness, it should have been  
16 filed with his testimony. But, for example, the  
17 first page of the exhibit says the Respondent is  
18 Melissa Thompson, so to the extent that it was needed  
19 to be sponsored by a Company witness, she was on the  
20 stand this morning; so, you know, it's -- I don't  
21 know, again --

22 EXAMINER PRICE: And that --  
23 Mr. Pritchard, that is the problem with the unfair  
24 surprise part is if they had brought the 300  
25 exhibits, they could have just gone through them with

1 Ms. Thompson, and she could have -- they could have  
2 had her sponsor every one, and we would -- that would  
3 have taken a long time and but it could have been  
4 done that way and that would have been proper.

5 So I am not sure people are being  
6 prejudiced, but in order to avoid that, we are going  
7 to grant --

8 MR. ABRAMS: Your Honor, can I make just  
9 one more --

10 EXAMINER PRICE: No. You are about to  
11 win. Stop.

12 We are going to grant admission of ELPC 1  
13 and 2 if we haven't said it yet. We are going to  
14 grant admission of ELPC 1 and 2. If any parties wish  
15 to file motions to strike specific discovery  
16 responses in there, they should certainly do so  
17 within the near term. We are going to rule on those  
18 so the parties will properly understand which should  
19 be in the briefs, what should not be in the briefs.

20 MS. PETRUCCI: Can I ask a clarifying  
21 questioning, your Honor?

22 EXAMINER PRICE: You may.

23 MS. PETRUCCI: Page 30 I think you ruled  
24 on.

25 EXAMINER PRICE: You've already won.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

MS. PETRUCCI: 31, I'm sorry?

EXAMINER PRICE: 30, you've already won.

MS. PETRUCCI: You are not expecting --

EXAMINER PRICE: No. We have already ruled on that one, but we will entertain motions to strike next week if any parties have objections to specific pages. I do understand this is done a little bit out of the norm, but in ELPC's defense, if they had filed it this morning and brought it up on Monday, we would have had the weekend to review it, and it would have been fine. So, you know, we are all pleasantly surprised that this hearing is wrapping up today and nobody -- we are not having to come back again in future days.

With that, Mr. Margard.

MR. MARGARD: Thank you, your Honor. At this time Staff has eight exhibits that it intends to offer, and I would like to mark those, if I may.

EXAMINER PRICE: You may.

MR. MARGARD: Your Honor, I would like to have marked as Staff Exhibit No. 1, the Staff Report of Investigation filed in this case on April 6 of 2022.

EXAMINER PRICE: So marked.

(EXHIBIT MARKED FOR IDENTIFICATION.)

1 MR. MARGARD: And Staff Exhibit No. 2,  
2 the prefiled testimony in response to objections to  
3 the Staff Report of James Zell filed on November 9,  
4 2022.

5 EXAMINER PRICE: So marked.

6 (EXHIBIT MARKED FOR IDENTIFICATION.)

7 MR. MARGARD: As Staff Exhibit No. 3, the  
8 prefiled testimony in response to objections to the  
9 Staff Report of Craig Smith filed on November 9,  
10 2022.

11 EXAMINER PRICE: So marked.

12 (EXHIBIT MARKED FOR IDENTIFICATION.)

13 MR. MARGARD: As Staff Exhibit No. 4, the  
14 prefiled testimony in response to objections to the  
15 Staff Report of Krystina Schaefer filed on  
16 November 9, 2022.

17 EXAMINER PRICE: Can you spell Schaefer  
18 for us? There's multiple different spellings.

19 MR. MARGARD: Yes, S-C-H-A-E-F-E-R.

20 EXAMINER PRICE: So marked.

21 (EXHIBIT MARKED FOR IDENTIFICATION.)

22 MR. MARGARD: Thank you. As Staff  
23 Exhibit No. 5, prefiled testimony in response to  
24 objections to the Staff Report of Jennifer Mocniak.  
25 That's M-O-C-N-I-A-K.

1 EXAMINER PRICE: So marked.

2 (EXHIBIT MARKED FOR IDENTIFICATION.)

3 MR. MARGARD: As Staff Exhibit 6,  
4 prefiled testimony in response to objections to the  
5 Staff Report of James Ripke.

6 EXAMINER PRICE: So marked.

7 (EXHIBIT MARKED FOR IDENTIFICATION.)

8 MR. MARGARD: Both of those filed on  
9 November 9, 2022. As Staff Exhibit No. 7, the  
10 prefiled testimony in response to objections to the  
11 Staff Report of Dorothy Bremer filed on November 9,  
12 2022.

13 EXAMINER PRICE: So marked.

14 (EXHIBIT MARKED FOR IDENTIFICATION.)

15 MR. MARGARD: And as Staff Exhibit No. 8,  
16 the prefiled testimony in support of the Stipulation  
17 of David Lipthratt filed on November 7, 2022.

18 EXAMINER PRICE: Also be so marked.

19 (EXHIBIT MARKED FOR IDENTIFICATION.)

20 MR. MARGARD: Thank you, your Honor. I  
21 respectfully move for the admission of these  
22 exhibits. The parties have indicated that they did  
23 not have cross for Staff witnesses. If that remains  
24 the case, I would respectfully move for admission.  
25 All of those witnesses are available should the

1 parties or your Honors have any questions.

2 EXAMINER PRICE: We have no questions.

3 Any parties object to the admission of Staff Exhibits  
4 1, 2, 3, 4, 5, 6, 7, and 8?

5 Hearing no objections, all exhibits will  
6 be admitted.

7 (EXHIBITS ADMITTED INTO EVIDENCE.)

8 MR. MARGARD: Thank you, your Honor. I  
9 have nothing further.

10 EXAMINER PRICE: Let's go off the record  
11 to discuss briefs.

12 (Discussion off the record.)

13 EXAMINER PRICE: Let's go back on the  
14 record.

15 After spirited discussion regarding  
16 briefs, initial post-hearing briefs will be due  
17 December 9, 2022, and post-hearing reply briefs will  
18 be due December 23, 2022, at which point this case  
19 will be submitted to the Commission on the record.

20 We are adjourned for the day. Thank you  
21 all.

22 MR. CLARK: Sorry. Before you adjourn  
23 just a friendly reminder about the motions for  
24 protective order. I don't know if you want to do  
25 that now or a written order, but I wanted to remind

1 you of that.

2 EXAMINER PRICE: No. Let's do it now.

3 Any -- what days were they filed?

4 MR. CLARK: They were filed on June 30,  
5 2021, the first one. The second one was filed on  
6 July 14, 2021. The third was filed on May 3, 2022.  
7 And I believe there is a fourth one in the docket as  
8 well related to the Schools Council pursuant to  
9 protective agreement filing as well for those so.  
10 Those are all -- I believe those cover all of the  
11 protective orders.

12 EXAMINER PRICE: Do we have any  
13 objections to the granting of those four protective  
14 orders?

15 Seeing none, they will be -- they will be  
16 granted.

17 MR. CLARK: Your Honor, I have one last  
18 clarification just to make sure for the record. For  
19 the joint exhibit that was admitted earlier, I just  
20 want to be clear there was a clarification filed on  
21 November 3 and another clarification filed on  
22 November 9, the correction, and I just want to make  
23 sure those were considered part of the Joint  
24 Stipulation and Recommendation that was put into the  
25 record.

1 EXAMINER PRICE: That was a -- did the  
2 copy you gave the court reporter have those  
3 corrections?

4 MR. CLARK: If it did not, we will  
5 furnish one promptly. I know it's in the docket.  
6 Then additionally, your Honor, similarly Columbia  
7 Exhibit 1, which is the application, there was an  
8 Amended Schedule C-9 and D-1B filed on July 14. Want  
9 to make sure that is also part of the admitted  
10 Columbia Exhibit 1.

11 EXAMINER PRICE: Just to clarify, that  
12 will be part of Columbia 1 as to the Stip. It's what  
13 you give to the court reporter that counts so.

14 MR. CLARK: Thank you, your Honor. I  
15 appreciate those cleanup items.

16 EXAMINER PRICE: Thank you.

17 Anything else before we adjourn?

18 MS. PETRUCCI: Did you set a deadline for  
19 the motions to strike associated with the ELPC?

20 EXAMINER PRICE: No. I just suggested  
21 sometime next week would be appropriate.

22 MS. PETRUCCI: Okay. Thank you.

23 EXAMINER PRICE: Anything else?

24 Okay. Now we are adjourned. Thank you  
25 all.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

Let's go off the record.

(Thereupon, at 2:28 p.m., the hearing was  
adjourned.)

- - -

CERTIFICATE

I do hereby certify that the foregoing is  
a true and correct transcript of the proceedings  
taken by me in this matter on Wednesday, November 16,  
2022, and carefully compared with my original  
stenographic notes.

---

Karen Sue Gibson, Registered  
Merit Reporter.

(KSG-7371)

- - -

**This foregoing document was electronically filed with the Public Utilities  
Commission of Ohio Docketing Information System on  
11/21/2022 9:59:58 AM**

**in**

**Case No(s). 21-0637-GA-AIR, 21-0638-GA-ALT, 21-0639-GA-UNC, 21-0640-GA-AAM**

Summary: Transcript November 16th 2022 - In the Matter of the Application of Columbia Gas of Ohio, Inc., for Authority to Amend its Filed Tariffs to Increase the Rates and Charges for Gas Services and Related Matters. - In the Matter of the Application of Columbia Gas of Ohio, Inc., for Approval of an Alternative Form of Regulation. - In the Matter of the Application of Columbia Gas of Ohio, Inc., for Approval of a Demand Side Management Program for its Residential and Commercial Customers. - In the Matter of the Application of Columbia Gas of Ohio, Inc., for Approval to Change Accounting Methods. electronically filed by Mr. Ken Spencer on behalf of Armstrong & Okey, Inc. and Gibson, Karen Sue Mrs.