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June 30, 2025

**VIA ELECTRONIC FILING**

Matthew L. Homsher, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor North  
Harrisburg, PA 17105-3265

**RE: Columbia Gas of Pennsylvania, Inc.  
Affiliate Interest Filing  
Docket No. G-2025-\_\_\_\_\_**

Dear Secretary Homsher:

Enclosed for filing is a Verified Summary of an affiliated interest arrangement between Columbia Gas of Pennsylvania, Inc. ("Columbia" or "the Company") and its affiliate NiSource Development Company, Inc. ("NDC"). This arrangement is submitted for the Commission's review and approval under Section 2102 of the Pennsylvania Public Utility Code (66 Pa.C.S. § 2102).

Columbia is seeking Commission approval of its affiliate arrangement with NDC, whereby the Company will provide and be compensated for certain billing services related to NDC's Marketing and Licensing Agreement ("M&L Agreement") with Pivotal Home Solutions, LLC ("Pivotal"), a non-affiliated third party, as described in the Verified Summary submitted herewith. Under the M&L Agreement between NDC and Pivotal, Pivotal will offer warranty service plans and products and services ("Covered Products") to Columbia customers, and NDC will grant a non-exclusive right and license for service marks to be used to market the Covered Products, thereby allowing NDC to receive a revenue share percentage from the purchase of the Covered Products by Columbia customers. NiSource Corporate Services Company on behalf of Columbia will provide billing services for the Covered Products offered by Pivotal to Columbia customers in exchange for Pivotal's payment of certain fees, including annual and monthly service fees, consistent with the Billing Agreement that is described in the Verified Summary.

While the M&L Agreement and the Billing Agreement are not affiliate interest arrangements that require Commission approval, they are described in the Verified Summary in order to provide context for the unwritten arrangement between Columbia and NDC for which the Company does seek approval.

If you have any questions regarding this filing, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Emily Farah", written in a cursive style.

Emily Farah

Enclosure

cc via email:

Paul Diskin, Bureau of Technical Utility Services  
Allison Kaster, Bureau of Investigation & Enforcement  
Darryl Lawrence, Office of Consumer Advocate  
NazAarah Sabree, Office of Small Business Advocate

## **Columbia Gas of Pennsylvania, Inc.**

### **Verified Summary of Unwritten Arrangement Between Affiliated Interests**

#### **Affiliated Parties to the Arrangement:**

Columbia Gas of Pennsylvania, Inc. (“Columbia” or “the Company”)  
NiSource Development Company, Inc. (“NDC”)

#### **Affiliated Parties Ancillary to the Arrangement:**

NiSource Corporate Group, LLC (“NCG”), whole owner and direct parent of NDC  
NiSource Corporate Services Company (“NCSC”)<sup>1</sup>, a wholly owned subsidiary of NCG

#### **Purpose and Scope:**

Columbia and its affiliate NDC will provide to or receive from one another benefits that are not memorialized in a written contract, ancillary to separate written agreements between Columbia and a non-affiliated company, Pivotal Home Solutions, LLC (“Pivotal”) and between NDC and Pivotal. As more fully described below, Columbia intends to enter into a Billing Agreement with Pivotal and NDC has entered into a Marketing and Licensing Agreement, neither of which is an agreement between Columbia and an affiliate.

The descriptions of the Marketing Licensing Agreement and Billing Agreement below provide context for the arrangement between Columbia and NDC which qualifies as an unwritten affiliate arrangement that requires Pennsylvania Public Utility Commission approval under Section 2102 of the Pennsylvania Public Utility Code, 66 Pa.C.S. § 2102 to be effective.

#### **Marketing and Licensing Agreement**

On December 2, 2024, NDC and Pivotal entered into a Marketing and Licensing Agreement (“M&L Agreement”). Under this agreement, Pivotal will offer warranty service plans and products and services (“Covered Products”) to Columbia customers, and NDC will grant a non-exclusive right and license for the service mark “Columbia Service Partners” to be used to market the Covered Products, thereby allowing NDC to receive a revenue share percentage from the purchase of the Covered Products by Columbia customers. The service marks are owned by NiSource Corporate Services Company. In addition, Pivotal pays NDC a participation and licensing fee. The M&L Agreement has an initial term of five (5) years and shall automatically renew for successive one (1) year periods thereafter, unless either party provides written notice to the other party, at least ninety (90) days prior to the expiration of the current term of its intent not to renew.

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<sup>1</sup> The Commission approved the current Services Agreement between Columbia and NCSC in Docket No. G-2014-2458547, April 1, 2019 Secretarial Letter.

## **Billing Agreement**

Columbia intends to enter into a Billing Agreement with Pivotal to provide billing services to Pivotal for Covered Products purchased by Columbia customers in exchange for payment of certain annual and monthly fees.<sup>2</sup> The Covered Products to be offered to Columbia's customers are designed to help residential and small commercial customers manage a wide range of risks, including energy related risks, and include products and services such as service plans for the repair and maintenance of heating and cooling systems, water heaters, appliances, pipes, wires, or other infrastructure as may be mutually agreed. As part of the billing services to be provided, Columbia will also make Pivotal's service warranty plan information available through IT interfaces such as the web portal, mobile app, interactive voice response ("IVR"), and the Start/Stop/Move process. Notably, with respect to the IT interfaces, any customer information provided through such interfaces would only be provided to Pivotal after obtaining the customer's consent. NCSC provides billing and other support services<sup>3</sup> to Columbia like certain other subsidiaries of NiSource pursuant to its Commission approved Services Agreement with Columbia. Related NCSC costs flow through NCSC and to Columbia via billing pools. The Billing Agreement will require Pivotal to pay an annual fixed fee for billing services, and monthly volumetric billing fees. Additionally, Pivotal will also pay setup and maintenance fees for IT related interfaces as well as a monthly customer list fee.

## **Affiliate Arrangement Between Columbia and NDC**

As described above regarding the NDC-Pivotal Marketing and Licensing Agreement, NDC will receive benefits that will inure to it due to its relationship with Columbia. Specifically, Pivotal will pay NDC a participation and licensing fee that is related to the number of Columbia customers that sign up for Pivotal services. Similarly, under the intended Columbia-Pivotal Billing Agreement, Columbia stands to be remunerated for the billing services provided to Pivotal that are related to Pivotal marketing to Columbia's customers as authorized under the NDC-Pivotal Marketing and Licensing Agreement.

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<sup>2</sup> Columbia acknowledges that in an Order dated August 8, 2019 in Docket No. R-2018-2647577, citing an Opinion and Order dated December 6, 2018 in Docket No. R-2018-2647577, the Commission required Columbia either to provide "on bill" billing service for non-commodity goods and service to all parties that request billing for such non-basic services or to discontinue its then-current policy of providing that service to certain parties only. On November 7, 2019, Columbia filed a Notice of Compliance in which it notified the Commission that it had opted out of providing billing services for entities who provide non-basic services to Columbia's customers. Columbia will be submitting a separate filing with the Commission to re-instate billing services on a non-discriminatory basis to entities that provide non-basic services to its Customers.

<sup>3</sup> This support includes, but is not limited to, services related to IVR, website, and mobile interface.

**Verification**

Mark Kempic, being first duly sworn, states that he is the President and Chief Operating Officer of Columbia Gas of Pennsylvania, Inc., and that the foregoing represents a true and accurate description of the arrangement between Columbia Gas of Pennsylvania, Inc. and NiSource Development Company.

*Mark Kempic*

Mark Kempic

Sworn to and subscribed in my presence this 30<sup>th</sup> day of June, 2025.

*Krista Keuper*

Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Krista Keuper, Notary Public  
Washington County  
My commission expires March 15, 2026  
Commission number 1084689  
Member, Pennsylvania Association of Notaries