BEFORE
THE OHIO POWER SITING BOARD

In the Matter of Columbia Gas of Ohio, Inc. for a Certificate of Environmental Compatibility and Public Need for the Construction of the Northern Columbus Loop – Phase VII.	)))))	Case No. 20-1236-GA-BTX

JOINT POST-HEARING REPLY BRIEF OF COLUMBIA GAS OF OHIO, INC.; STAFF OF THE OHIO POWER SITING BOARD; UNION COUNTY, JEROME TOWNSHIP AND MILLCREEK TOWNSHIP

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I. Introduction

In their joint initial post-hearing brief, Columbia Gas of Ohio, Inc. ("Columbia"), Staff of the Ohio Power Siting Board ("Staff"), the Board of County Commissioners of Union County, Ohio ("Union County"), the Board of Township Trustees of Millcreek Township, Union County, Ohio ("Millcreek Township"), and the Board of Township Trustees of Jerome Township, Union County, Ohio ("Jerome Township") (collectively, "Stipulating Parties") established that their Amended Joint Stipulation and Recommendation ("Joint Stipulation") is reasonable and that Columbia satisfied all criteria under R.C. 4906.10(A) entitling it to a Certificate of Environmental Compatibility and Public Need ("Certificate") for the proposed project—final Phase VII of the Northern Columbus Loop ("NCL") system ("Project"). The Stipulating Parties now join together for their combined reply to the initial post-hearing briefs of Suburban Natural Gas Company ("Suburban") and the Delaware County Board of Commissioners ("Delaware County") (collectively, "Non-Stipulating Intervenors.")

At the outset, Stipulating Parties wish to underscore that very little reply argument is needed because of three uncontroverted, dispositive facts of record: Columbia's current system serving the Central Ohio Region is nearing capacity,[1] the demand for natural gas is projected to grow,[2] and the Project will be constructed in a responsible manner to meet Columbia's forecasted demand for the region, including Delaware County.[3] These facts should end any debate about Columbia's "basis of need" and whether the Project will serve the "public interest." It also follows from these facts that the Joint Stipulation is reasonable.

Non-Stipulating Intervenors offer divergent rationales in their challenges to Columbia's Application and the resulting Joint Stipulation. Suburban attempts to reframe the Board's analysis by shifting focus away from these controlling facts, away from a need inquiry with respect to Columbia's gas supply system, and to its alleged need for additional gas volumes for its own intended pipeline infrastructure expansion.[4] Suburban, critically, offers no legal authority for its approach. Delaware County, while similarly

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[1] Applicant's Exhibit 1, Application at p. 6; Hearing Transcript ("Tr.") at 77:22-25, 78:1-4.

[2] Applicant's Exhibit 1, Application at p. 8; Staff Exhibit 6 (Pre-filed testimony of Andrew Conway) at 10:19-20.

[3] Tr. 23:3-7, 69:14-19, 70:1-10, 71:10-13, 19-23, 84:3-6.

[4] Post-Hearing Brief of Suburban Natural Gas Company ("SNG Br.") pp. 12-28; Delaware County Board of Commissioners' Initial Post-Hearing Brief ("DC Br.") pp. 3-6.

articulating a concern about whether the Project will serve the public interest in Delaware County, may be misunderstanding the nature of the Project's benefit to Delaware County.

Nothing in the record of this proceeding even remotely suggests that Project will somehow diminish existing supply to Delaware County (or elsewhere) or constrain gas delivery to Suburban pursuant to tariff requirements or service contracts with Columbia. The Project will not divert gas supply away from existing customers, nor otherwise weaken any part of Columbia's system in the Greater Columbus Region. Just the opposite in fact: the Project will enhance reliability and allow more gas to flow into all of the Greater Columbus Region, including Delaware County.

In any event, the Board's review regarding requisite need for a gas pipeline has always been guided by the information provided by an applicant pursuant to Ohio Adm.Code 4906-05-03. Staff correctly found that Columbia "*appropriately* evaluated the condition and needs of *its* gas supply and has demonstrated the basis of need for the proposed facility in accordance with Ohio Revised Code 4906.10." (emphasis added).[5] The Board therefore should focus its determination of "need" on what is presented by an applicant — not on a discrete, alleged need of an intervenor. And neither should the Board deny approval of this Project on the grounds of Delaware County's assertion that the Project will not satisfy all conceivable public interest within the County. Such a standard would be unattainable for any applicant before the Board.

II. Reply to Suburban's "Factual Background" Section

Delaware County does not include a statement of facts in its initial brief. Suburban presents factual "background" largely based on the pre-filed testimony of its witness, David Pemberton.[6] Mr. Pemberton's testimony is addressed in reply arguments III. A. 3, B., C., and D. below. Neither Non-Stipulating Intervenor acknowledges the testimony their counsel elicited at hearing which supports approval of the Project. That too is discussed below.

III. Reply Argument

A. Non-Stipulating Intervenors fail to rebut the evidence that the Joint Stipulation satisfies the operative three-prong test of reasonableness.

[5] Staff Exhibit 6 (Conway) at 11:16-18.

[6] Suburban Exhibit 1 (Pemberton).

The ultimate issue for the Board's consideration is whether the agreement, which embodies considerable time and effort by the signatory parties, is reasonable and should be adopted. *In re Application of American Transmission Systems, Inc. for a Certificate of Environmental Compatibility and Public Need for the Construction of the Wood County 138-KV Reinforcement Project*, Case No. 18-1335-EL-BTX, Opinion and Order, 2020 OHIO PUC LEXIS 992, at *40-41 (Jan. 16, 2020). In considering the reasonableness of a stipulation, the Board uses the following criteria:

> (a) Is the settlement a product of serious bargaining among capable, knowledgeable parties?
>
> (b) Does the settlement, as a package, benefit ratepayers and the public interest?
>
> (c) Does the settlement package violate any important regulatory principles or practice?

Id. at 41.

1. The Joint Stipulation is the Result of Serious Bargaining Among Capable, Knowledgeable Parties.

Suburban relies entirely on Delaware County's witness Robert Lamb's pre-filed testimony to argue that it is "clear" that the parties did not seriously bargain over or adequately address Suburban's supply concerns.[7] Delaware County offered its former Economic Development Director's personal "opinion that the stipulation is not reasonable because the important matters of access to the proposed facility were not seriously bargained or even adequately discussed amongst the parties."[8] These "open access" issues are red herrings, however.

As discussed below, Columbia is not legally obligated to grant a competitor public utility open access to its transmission line in order to obtain project approval. The Joint Stipulation is a comprehensive compromise resolving *relevant* issues consistent with R.C. 4906.10(A). Negotiation is not necessary concerning a subject that has no place in a joint stipulation reviewed by this Board.

[7] SNG Br. 22-23, citing Delaware County Exhibit 1 (Lamb) at 3.

[8] Delaware County Exhibit 1 (Lamb) at 3:7-9.

2. The Settlement Benefits Ratepayers and the Public Interest.

Suburban and Delaware County both argue that the Joint Stipulation is detrimental to ratepayers within Delaware County.[9] Suburban contests this prong by arguing that the Joint Stipulation does not "resolve[] pertinent issues in the proceeding," namely Suburban's natural gas supply concerns.[10]

As discussed below, Suburban's natural gas supply concern is not a "pertinent" issue under R.C. 4906.10(A). Consequently, Suburban misplaces reliance on the Commission's Entry On Rehearing in *In the Matter of the Application of Ohio Power Company and Columbus Southern Power Company for Authority to Merge and Related Approvals.*[11] The Commission was presented a partial stipulation that left "open…the ultimate disposition of AEP-Ohio's generation assets." As such, it failed to address "fundamental disagreements regarding important issues allegedly resolved by the Stipulation." The Commission concluded that "resolution of these issues is critical to the underlying question of whether the Stipulation benefits ratepayers and the public interest…." However, Suburban's issue is outside the reach of R.C. 4906.10(A) and thus, is not one of "fundamental" importance in this case. Further, requiring Columbia to construct transmission infrastructure to serve Suburban's customers clearly would *not* benefit Columbia's ratepayers. The same is true with respect to Delaware County's repeated call for an "access" condition to benefit Suburban's ratepayers.

3. The Settlement Does Not Violate Any Important Regulatory Principles or Practices.

The Board routinely finds this prong met whenever the applicant satisfies each of the necessary statutory components enumerated in R.C. 4906.10(A). See most recently, *In The Matter Of The Application Of Arche Energy Project, LLC For A Certificate Of Environmental Compatibility And Public Need*, Case No. 20-979-EL-BGN Opinion, Order, And Certificate at ¶80 (April 15, 2021); *In The Matter Of The Application Of Big Plain Solar, LLC For A Certificate Of Environmental Compatibility And Public Need To Construct A Solar-Powered Electric Generation Facility In Madison County*, Ohio, Case No. 19-1823-EL-BGN, Opinion, Order, and Certificate at ¶79, March 18, 2021. For all of the reasons state below and in their initial brief, Stipulating Parties satisfied this prong and Non-Stipulating Intervenors did not demonstrate otherwise.

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[9] DC Br. 6, SNG Br. 23.

[10] SNG Br. 23.

[11] SNG Br. 23, n. 115.

B. Non-Stipulating Intervenors do not advance any evidence or legal precedent to refute Columbia's stated basis of need.

1. R.C. 4906.10 (A)(1) does not require Columbia to demonstrate "need" for the Project on a County-by-County basis.

Delaware County questions Columbia's stated basis of need because Columbia did not specifically "identify[] how the Facility will meet the anticipated load growth in Delaware County…."[12] Delaware County expresses concern "that the real purpose of the Facility is to meet anticipated load growth in Union County, even to the detriment of Delaware County."[13]

R.C. 4906.10 does not require Columbia or the Board to engage in a granular, county-by-county analysis of public need. The Board has already explained that the legal standard for determining the basis of need does not entail a consideration of whether the general public has a definite need for the Project. *In re Application of Duke Energy Ohio, Inc. for a Certificate of Environmental Compatibility and Public Need for the C314V Central Corridor Pipeline Extension Project*, Case No. 16-253-GA-BTX, 2020 OHIO PUC LEXIS 1424 (Feb. 20, 2020).

Nonetheless, the testimony at hearing already did address Delaware County's concerns. All parties agree that Delaware County is a high growth area and no one disputes that Columbia's present system is nearing its capacity limit. Columbia's witness Ms. Thompson explained that the Project supports all communities in the Central Ohio Region by providing an additional source of natural gas supply to Delaware County as well as the other counties in the Central Ohio region.[14] While the actual amount of additional supply Delaware County will receive from the Project is confidential, Staff witness Conway confirmed it will be available for distribution to meet anticipated growth in Delaware County.[15] He also explained that Columbia's modelling analysis to determine the needed additional capacity was not limited to the Marysville Connector. He testified that the analysis covered the entire alternate and preferred routes with the result being that the Project, as designed, will provide additional capacity to meet load growth for future

[12] DC Br. at 4.

[13] *Id.*

[14] Tr. 23:3-7.

[15] Tr. 23:3-7, 69:14-19, 70:1-10, 71:10-13, 19-23, 84:3-6.

customers in Delaware County as well as the other counties in the Project region.[16] Moreover, the Project will alleviate a supply bottleneck at the Rome-Hilliard delivery point, which is currently the source of gas into Delaware County.

2. R.C. 4906.10 (A)(1) does not require Columbia to demonstrate "need" for the Project on a development-by-development basis.

Delaware County expresses concern that the record "does not specifically identify developments within Delaware County…."[17] This Project is a transmission line for its entire length within Delaware County.[18] As Staff witness Conway reminded, distribution lines come later at which time new developments can benefit from the additional capacity provided by the Project.[19] While Union County advised Columbia of specific developing areas that someday could benefit from natural gas distribution service connecting to the Marysville Connector[20], the record nowhere suggests that Columbia conducted any development-specific capacity analysis for them or provided any preferential treatment to the detriment of Delaware County. Delaware County need not worry—the Project will provide additional capacity for future commercial development.[21] The overwhelming evidence of record makes clear that the future of natural gas supply in Delaware County will be better with the Project than without it.

3. The stated basis of need for a project pursuant to R.C. 4906.10 (A)(1) is properly evaluated from the applicant's perspective.

Suburban is trying to leverage this proceeding to secure additional committed capacity for its system at the expense of Columbia's ratepayers. Suburban insists that Columbia must demonstrate "how" the Project will meet the need for increased natural gas supply in Delaware County.[22] But, by defining that need based on its own distribution

[16] *Id*.

[17] DC Br. p. 4.

[18] Tr. 19:21-25.

[19] Tr. 81:17-25.

[20] Tr. 23:24-25, 24:1-4, 80:13-19.

[21] Tr. 81:17-25, 84:3-6.

[22] SNG Br. 18.

system's need, Suburban is asking the Board to require Columbia to satisfy Suburban's demands for additional capacity.[23]

But Suburban's "need" is outside the scope of both the Application and the Board's criteria for granting a Certificate. Suburban's approach finds no support in Board precedent. The Board has never held that an applicant's need for a project can be supplanted or modified by "need" as defined by an intervening party. Such would render indeterminate the Board's "need" inquiry.

Columbia properly demonstrated the Project's basis for need through its region-based modeling. Columbia's synergy hydraulic modelling accounted for all existing customer demands on Columbia system, which naturally included the supply currently provided to Suburban per contract.[24] As explained by Staff witness Conway, Columbia first ran its model without the proposed Project based on current natural gas rate load from all customers and then ran it again using Columbia's forecast of additional gas rate load. Columbia thereafter ran the model with the Project in place and performed its analysis to assure that the Project will meet the anticipated load growth and increased demand throughout the Central Ohio Region, including Delaware County.[25]

Suburban simply refuses to acknowledge the record evidence that supports one of the stated purposes of the Project—to add capacity to support anticipated growth in Delaware County.[26] Since the Project will provide Delaware County *more*, *not less*, capacity, Suburban need not be concerned about Columbia's compliance with current service contracts.

Suburban's claimed status as a "customer" of Columbia also does not entitle it to special treatment. Columbia has many customers along the Project route, large and small. The Board rightfully has never required an applicant for a transmission line extension to individually analyze and demonstrate how its proposed facility will satisfy each customer's individual operational requirements (existing and future) for gas delivery. The Board should make clear that, regardless of whether Suburban is characterized as a Columbia customer, competitor, or both, Suburban may not redefine Columbia's basis of need under R.C. 4906.10 (A)(1).

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[23] *Id.*

[24] Tr. 68:23-25, 69:14-25, 70:1-10, 71:10-13, 19-23, 84:3-6, 89:6-9, 18-19.

[25] Tr. 69, 79-89.

[26] Tr. 84:3-6.

In reality of course, Suburban wants open access to Columbia's transmission line to avoid having to pay to construct sufficient transmission infrastructure of its own. Suburban's call for open access also is technically impractical. It ignores the forecasting, engineering, and cost realities of planning, installing, and maintaining a pipeline. Columbia does not have access to Suburban's confidential business plans and cannot design a pipeline to meet the unknown future demands of Suburban or any other natural gas utility. The condition would render Columbia's modelling and forecasts meaningless and, in doing so, jeopardize the value of the infrastructure investment for Columbia's ratepayers. The condition would place Columbia's system planners in an impossible position.

Suburban's financial objective, of course, is to require *Columbia's customers* to pay for infrastructure to serve *Suburban's customers.* Imposing such a condition would fail the Board's three part test for approving a stipulation—pursuant to the second test component, the condition obviously would *not* benefit *Columbia's ratepayers*.[27]

C. Suburban's citation to one paragraph in its 1995 Settlement Agreement leads nowhere.

Suburban undoubtedly knows that R.C. 4906.10(A) does not support its admittedly "unusual" open access condition.[28] In an effort to manufacture legal authority for its unprecedented request, Suburban returns to its twenty-five-year old, 63-page settlement agreement with Columbia ("1995 Settlement Agreement"). Based on an out-of-context quotation in one paragraph from the agreement, Suburban declares that Columbia is legally obligated to forever supply Suburban with gas from the NCL "unlimited in time, points of delivery, and volumes * * * ."[29]

But, Suburban must first clear a jurisdictional hurdle for the Board to consider the 1995 Settlement Agreement. The Revised Code, specifically R.C. 4906.03(D), authorizes the Board to approve, disapprove, or modify and approve applications for certificates." Suburban admits that the Public Utilities Commission of Ohio ("Commission") retained continuing jurisdiction to supervise and assure compliance with the 1995 Settlement Agreement.[30] The General Assembly has not endowed the Board with the authority to

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[27] *In re Application of American Transmission Systems, Inc. for a Certificate of Environmental Compatibility and Public Need for the Construction of the Wood County 138-KV Reinforcement Project*, Case No. 18-1335-EL-BTX, Opinion and Order, 2020 OHIO PUC LEXIS 992, at *41 (Jan. 16, 2020).

[28] Suburban Exhibit 1 (Pemberton) at 20-23.

[29] Suburban Exhibit 1 (Pemberton) at p. 17.

[30] SNG Br. 26-27.

interpret settlement agreements for issues within the exclusive jurisdictional authority of the Commission.

In addition to the jurisdictional problem, Suburban lacks record support. Suburban begins by characterizing Mr. Pemberton's testimony as "uncontroverted" and "uncontested" simply because Columbia elected not to cross-examine him.[31] Suburban neglects to mention its decision not to cross-examine Ms. Thompson who testified that the Joint Stipulation meets all three tests for approval.[32] Columbia's decision not to cross-examine Mr. Pemberton followed the suggestion of the ALJ who, after finding the relevancy of his testimony to be "tenuous," granted admission based on the practical observation that the parties could address their disagreements on brief.[33] As will be discussed below, Mr. Pemberton's characterization of a snippet from the 1995 Settlement Agreement is not credible.

At the outset, however, Suburban is asking the Board to address an issue of tenuous relevance on an incomplete record. Suburban did not seek the admission of the 1995 Settlement Agreement into the record, nor move the Board to take administrative notice of it. Even if the 1995 Settlement Agreement were relevant to this Project, which it is not, the Board cannot interpret it based on an excerpted snippet (Paragraph A.10).

Any attempt to do so would miss that Suburban's characterization of the 1995 Settlement Agreement is inaccurate. For example, Suburban attempts to bolster its position that Columbia should not be opposed to supplying gas to Suburban by claiming that Columbia agreed to boundaries of an exclusive service territory for Suburban. Mr. Pemberton's testimony Attachment A is a map purporting to represent the "SNG Service Area Assigned in 1995 Settlement Agreement." He testifies that this service area "was reserved to Suburban," thus eliminating the need for "covenants not to compete" in the 1995 Agreement.[34] In fact, the 1995 Settlement Agreement has no such map or any language reflecting an agreement to carve out exclusive service territory for Suburban. The Board can see from the Commission's Opinion and Order in Suburban's unsuccessful complaint

[31] SNG Br. 5, 6, 10, 17, 20

[32] Columbia Exhibit 3 (Thompson).

[33] Tr. 12:12-19.

[34] Suburban Exhibit 1 (Pemberton) at 9:5, 16-20.

case against Columbia that Columbia was free to extend its facilities to compete in Suburban's service area along Cheshire Road in southern Delaware County.[35] The Commission's decision also reveals that the boundaries mapped in Mr. Pemberton's Attachment A actually derive from language in Suburban's Release of Claims attached to the 1995 Agreement. In the Release, Suburban simply reserved the right to challenge Columbia's future "activities" in the described area after the date of the release.[36]

As for the one paragraph of the 1995 Settlement Agreement which Suburban does accurately quote, ¶A.10, it failed to introduce any evidence to support an interpretation of the limiting phrase "appropriate rate and service conditions." Suburban also chose not to introduce into evidence the service agreements it currently has with Columbia since those terms contradict the interpretation of the 1995 Settlement Agreement that Suburban is now advancing to the Board.

The merit and credibility of Suburban's interpretation of the 1995 Settlement Agreement are also undermined by the violation history Mr. Pemberton alleges. He claims Columbia clearly violated ¶A.10 of the 1995 Settlement Agreement five times over the past twenty years in 2001, 2003, 2004, 2011, and 2017[37] but fails to explain why Suburban never asked the Commission to exercise its retained continuing jurisdiction to assure compliance with the 1995 Settlement Agreement. Rather than simply file a complaint with the Commission, Suburban twice spent $8 million for a total of $16 million to upgrade its own supply infrastructure in response to Columbia's denials of additional capacity.[38]

Suburban also passed on complaining to the Board when Columbia applied to extend the NCL directly through Suburban's service area in 2004. Before Columbia filed its applications in Case Nos. 04-1620-GA-BTX and 04-1621-GA-BTX for approval to construct Phases IV-VI of the NCL, Suburban complained to Columbia that the "spirit and the letter of the [1995] Stipulation" obligated Columbia to honor Suburban's service requests.[39] Suburban claimed a "right to access the line [NCL phases IV-VI] when built" and argued that Columbia had "to reserve sufficient capacity to meet its obligation to

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[35] *In the Matter of the Complaint of Suburban Natural Gas v. Columbia Gas of Ohio, Inc.*, Case No. 17-2168-GA-CSS, Opinion & Order at ¶¶35 -36, 52 (April 10, 2019.)

[36] *Id*. ¶¶35 -36

[37] Suburban Exhibit 1 (Pemberton) at 13:8-21, 15:5-19, 16:22-23, 17:1-7, and 18:17-19,

[38] Suburban Exhibit 1 (Pemberton) at 14:5-11, 17:1-4.

[39] See Suburban Exhibit 1 (Pemberton) Attachment C.

Suburban under the foregoing [1995] Stipulation."[40] Suburban inexplicably waited 15 years until now to advance this position to the Board.

There is no reason for the Board to now entertain Suburban's self-serving interpretation of one paragraph in the 1995 Settlement Agreement. The Board cannot effectively proceed on an incomplete record and should defer to the Commission to resolve any compliance issue with the Settlement Agreement. Suburban has had 25 years to obtain a Commission ruling to resolve the meaning of the 1995 Settlement Agreement and Project approval won't affect Suburban's continuing opportunity to do so.

D. Non-Stipulating Intervenors fail to rebut the evidence that the public interest, convenience, and necessity will be served by the Project.

Delaware County and Suburban simply repeat their "basis of need" arguments to contest Columbia's satisfaction of this criterion. While they both concede that Columbia's Project "appears" to serve or has the "potential" to serve the public interest, they conclude that Columbia can only meet the requirement if Suburban is guaranteed open access to the NCL.[41]

For all the reasons previously stated, Columbia is not required to grant open access. Suburban does not contest any of the other indicia of public interest that the Stipulating Parties set forth in their initial brief. Those include public communication protocols, increased tax revenues, business development, responsible construction hours and procedures, and safety practices.[42] The Board has recognized facts such as these as satisfying the public interest criterion. See e.g. *In The Matter Of The Application Of Big Plain Solar, LLC For A Certificate Of Environmental Compatibility And Public Need To Construct A Solar-Powered Electric Generation Facility In Madison County, Ohio*, Case No. 19-1823-EL-BGN, Opinion, Order, and Certificate at ¶¶ 64-67, March 18, 2021.

Delaware County's "public interest" questions regarding karst features and economic development/local tax revenue can be easily put to rest. As to the first, Staff witness Stottsberry directly answered Delaware County's question about the revision of "karst" in the Staff Report to "known karst" in the Joint Stipulation:

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[40] See Suburban Exhibit 1 (Pemberton) Attachment F, p. 2.

[41] SNG Br. 16-18; DC Br. 4-5

[42] See Stipulating Parties' Initial Br. at 18-19.

Q. And as an initial matter, I would refer you to Condition 4 as stated in the Staff Report and the filed Joint Stipulation. I would note that this condition was modified in the Stipulation to only refer to known Karst topography. Is that your understanding?
A. Yes.

Q. And in the original Staff Report that word "known" was not included, correct?
A. I believe that's correct, yes.

Q. Why did your original report not limit the condition to known Karst topography?
A. I guess the definition of known generally is affiliated with what we know to be identified Karst. Given that these are features that are often hidden underground, there always is a chance that they do exist, hence the known versus, I guess, unknown.[43]

Mr. Stottsberry added that the preferred route is "much more preferable" than the alternative route based on the higher number of known Karst features documented by the Ohio Department of Resources in the proximity of the alternative route.[44]

Delaware County's concern about negative effects on a Concord Township general business district lacks record support. The County identified it only through counsel's questions at hearing. None of the witnesses, including Delaware County's own Mr. Lamb, testified about it and neither Columbia's witness nor any Staff witness had ever heard of it.[45] Moreover, as the Board already knows, issues related to easement terms and/or the appropriation of property for utility easements are properly resolved before the courts of the State of Ohio.

[43] Tr. 56:9-28, 57:1.

[44] Tr. 58:17-25.

[45] Tr. 25:12, 26:20-25, 97:20-23,104:10-15.

As for Columbia's projection of total local tax revenues from the Project, the Board has never required an applicant to separately study and report amounts on a local jurisdiction-by-jurisdiction basis. The record indicates that the project is projected to generate over $2 million in total local tax revenues.[46]

IV. Conclusion

For the foregoing reasons, Columbia, Staff, Union County, Millcreek Township, and Jerome Township jointly request that the Board approve Columbia's Application, issue a Certificate for this NCL—Phase VII Project, and adopt all conditions enumerated in the Joint Stipulation, without modification.

Respectfully submitted,

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[46] Tr. 100:8-11.

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CERTIFICATE OF SERVICE

The Ohio Power Siting Board's e-filing system will electronically serve notice of the filing of this document on the parties referenced on the service list of the docket card who have electronically subscribed to the case. In addition, the undersigned hereby certifies that a copy of the foregoing document is also being served via electronic mail on the 19th day of August, 2021, upon the persons listed below.

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Summary: Reply Joint Reply Brief of Columbia Gas, Staff, Union County Commissioners, et al. electronically filed by Ms. Devan K. Flahive on behalf of Columbia Gas of Ohio, Inc.