

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

- - -

In the Matter of the :
 Application of Duke Energy :
 Ohio, Inc. For Approval of : Case No. 21-903-GA-EXM
 A General Exemption of :
 Certain Natural Gas :
 Commodity Sales Services or :
 Ancillary Services. :

- - -

In the Matter of the :
 Application of Duke Energy : Case No. 21-904-GA-ATA
 Ohio, Inc. For Tariff :
 Approval. :

- - -

In the Matter of the :
 Application of Duke Energy : Case No. 21-905-GA-AAM
 Ohio, Inc., For Approval To :
 Change Accounting Methods. :

PROCEEDINGS

Before Matthew J. Sandor, Attorney Examiner, at the
 Public Utilities Commission of Ohio, 180 East Broad
 Street, Room 11-A, Columbus, Ohio, called at 10:00
 a.m. on Monday, September 18, 2023.

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VOLUME II

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INDEX

- - -

WITNESSES:	PAGE
Paul Leanza	
Direct Examination by Mr. Betterton	214
Cross-Examination by Mr. Kral	216
Redirect Examination by Mr. Betterton	231
Recross-Examination by Mr. Kral	234

- - -

JOINT EXHIBITS	IDENTIFIED	ADMITTED
1 - Stipulation and Recommendation	8	237

IGS/RESA EXHIBITS	IDENTIFIED	ADMITTED
1 - Direct Testimony of Paul Leanza	213	236

OCC EXHIBITS	IDENTIFIED	ADMITTED
4 - Historical Henry Hub price and 95% NYMEX Confidence Interval February 2023	217	237
5 - Historical Henry Hub price and 95% NYMEX Confidence Interval August 2023	219	237
6 - Columbia Gas of Ohio's Standard Choice Offer rates historical chart	221	237
7 - Apples to Apples History Browser	228	237

- - -

1 Tuesday Morning Session,
2 September 19, 2023.

3 - - -

4 ATTORNEY-EXAMINER SANDOR: Let's go on
5 the record. We are reconvening the hearing in
6 21-903-GA-EXM, et al.

7 We'll go ahead and dispense with taking
8 appearances of parties and just start with taking the
9 last witness. OCC? I'm sorry, IGS?

10 MR. BETTERTON: Thank you. Thank you
11 for being accommodating of Mr. Leanza's schedule. I
12 would like to call joint IGS/RESA Exhibit Paul
13 Leanza.

14 ATTORNEY-EXAMINER SANDOR: Please raise
15 your require hand. Do you swear to tell the whole
16 truth?

17 MR. LEANZA: I do.

18 ATTORNEY-EXAMINER SANDOR: Thank you.

19 MR. BETTERTON: Your Honor, I would like
20 to mark IGS/RESA Joint Exhibit 2 Direct Testimony of
21 Paul Leanza filed in this proceeding.

22 ATTORNEY-EXAMINER SANDOR: So marked.

23 MR. BETTERTON: Unlike Mr. Alexander,
24 I'll remember to give you a copy.

25 (EXHIBIT MARKED FOR IDENTIFICATION.)

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

DIRECT EXAMINATION

By Mr. Betterton:

Q. Could you please state your name for the
record?

A. Yes, Paul Leanza.

Q. And who is your employer?

A. Interstate Gas Supply, LLC.

Q. Mr. Leanza, you should have in front of
you what has just been marked IGS/RESA Joint Exhibit
2. Can you please identify that document?

A. Yes, my testimony.

Q. And was this testimony prepared by you
or at your direction?

A. Yes, it was.

Q. And do you have any corrections or
modifications to that testimony to provide today?

A. I do have a hand full. We can start on
page 2, line 12. I'd like to strike everything after
the word, "changes," and put a period after
"changes."

Then on page 6, line 13, I'd like to

1 strike -- after the word "Figure 5," I'd like to
2 strike on page 10.

3 On page 8, line 13, after the word
4 "Figure 6," I'd like to strike the words on page 10.

5 On page 9, line 1, after,
6 "bankruptcies," I'd like to get rid of the comma and
7 add an open parentheses.

8 And on page 10, line 14, after the word
9 "Figure 8," I'd like to strike on page 14.

10 And on page 11, line 3, I'd like to
11 strike after the words -- the first "winter 20-21
12 over," strike that. And after "21-22" strike the
13 word "winter."

14 And on the same page, line 4, after the
15 word "Figure 9," I'd like to strike, "on Page 15."

16 ATTORNEY-EXAMINER SANDOR: Let me follow
17 up real quick. So line 3, it should read, "Outside
18 of LNG, 20-21 demand continues"?

19 THE WITNESS: "Outside of LNG, winter
20 21-22 demand continues to exceed expectations."

21 ATTORNEY-EXAMINER SANDOR: Thank you.

22 THE WITNESS: Sorry. And I believe
23 there's one more on page 15, line 9. After,
24 "unavailable," there are two periods. I'd like to
25 strike one of those periods. And that's it for

1 changes.

2 By Mr. Betterton:

3 Q. Thank you. And with those corrections
4 made, were I to ask you the same questions asked in
5 your testimony, would your answers be the same today?

6 A. Yes, they would.

7 MR. BETTERTON: Your Honor, I would move
8 for the admission of Joint IGS/RESA Exhibit 2 subject
9 to cross-examination.

10 ATTORNEY-EXAMINER SANDOR: Thank you.
11 We'll start with OCC.

12 - - -

13 CROSS-EXAMINATION

14 By Mr. Kral:

15 Q. Good morning, Mr. Leanza. How are you
16 doing?

17 A. Good morning. Really good. Thank you.

18 Q. If you would turn to your testimony
19 marked as Joint Exhibit 2 IGS/Reese, on page 2, I'd
20 like to talk a little bit about the SSO rate of
21 companies.

22 And on page 2 you state that, "The SSO
23 is a monthly variable rate tied to the Henry Hub
24 NYMEX clearing price plus an adder established by an
25 online auction," correct?

1 A. Correct.

2 Q. And that would be true of Duke's SSO if
3 it is approved by the Commission in this case,
4 correct?

5 A. Correct.

6 Q. And also, would you agree the SSO is
7 established based upon the NYMEX clearing prices?

8 A. Correct.

9 Q. Now, on page 13 of your testimony, line
10 20, you indicate that the forecast that you had
11 included, I think, as Figure 10, showed that prices
12 could reach \$30 in February 2023. Do you see that?

13 A. Yes, I do.

14 MR. KRAL: Okay. Your Honor, I'd like
15 to mark OCC Exhibit 4 as the Historical Henry Hub
16 price and 95 percent NYMEX Confidence Interval for
17 February 2023.

18 ATTORNEY-EXAMINER SANDOR: So marked.

19 (EXHIBIT MARKED FOR IDENTIFICATION.)

20 By Mr. Kral:

21 Q. Now, Mr. Leanza, part of your
22 responsibility involves monitoring the NYMEX price,
23 correct?

24 A. Correct.

25 Q. So you're very familiar with the charts,

1 two of which you included in your testimony, that
2 come from U.S. Energy Administration Short-Term
3 Energy Outlook Charts, correct?

4 A. Correct.

5 Q. And they are done on a monthly basis,
6 correct?

7 A. Yes.

8 Q. And do you see the document which is
9 marked as OCC Exhibit 4? That's the short -- EIA
10 Short-Term Energy Outlook chart for February 2023,
11 and it provides an Historical Henry Hub price and 95
12 percent NYMEX Confidence Interval, correct?

13 A. Correct.

14 Q. And what does that chart indicate in
15 comparison to the suggestion that prices could reach
16 \$30 in February 2023, what were the actual prices in
17 February 2023?

18 A. So the actual prices in February 2023
19 were much lower. We had an extremely warm winter;
20 probably the fifth warmest winter since 1950 based on
21 heating -- weighted average heating degree days, and
22 definitely probably the warmest winter in the east
23 part of the U.S.

24 So prices really got crushed due to lack
25 of demand, and the prices did come off, which is

1 pretty much the reason for the big difference between
2 the short-term energy outlook that was in -- based in
3 August versus February.

4 MR. KRAL: Your Honor, I move to strike.
5 My question was what was the price in February 2023.

6 ATTORNEY-EXAMINER SANDOR: I'll grant
7 the motion to strike.

8 THE WITNESS: I'm sorry. The price in
9 February of 2023 was around \$2.

10 MR. KRAL: Your Honor, I'd like to mark
11 the Historical Henry Hub price and 95 percent NYMEX
12 Confidence Interval from the EIA Short-Term Energy
13 Outlook from August 2023 as OCC Exhibit 5.

14 ATTORNEY-EXAMINER SANDOR: So marked.

15 (EXHIBIT MARKED FOR IDENTIFICATION.)

16 By Mr. Kral:

17 Q. Mr. Leanza, do you have before you
18 what's been marked as OCC Exhibit 5, the Historical
19 Henry Hub price and 95 percent NYMEX Confidence
20 Interval for August 2023?

21 A. I do.

22 Q. And that was put out by the Energy
23 Information Administration. It's their Short-Term
24 Energy Outlook for August 2023, correct?

25 A. I do, yes.

1 Q. And would you agree that throughout 2023
2 the prices for natural gas had remained below \$3?

3 A. Yes. I know we did get above \$3 in the
4 month a couple times, but generally, you are
5 absolutely correct, it's been right around 2.50, yes.

6 Q. So you'd agree that for this year,
7 prices for natural gas have remained relatively
8 stable, correct?

9 A. They have been -- yeah, they have been
10 in the range.

11 Q. Now, if you would go to page -- the
12 Figure 13 on page 18 of your testimony. Although
13 that figure has no indication where it's from, it
14 looks like one of the standard charts that you get on
15 the Apples-to-Apples or Energy Choice Ohio website;
16 is that correct?

17 A. I believe so, yes.

18 Q. And same thing with respect to Figure
19 12, Columbia Gas of Ohio's SCO rates, those also are
20 obtained from the Apples-to-Apples or Energy Choice
21 Ohio website, correct?

22 A. I believe so, yes.

23 MR. KRAL: Your Honor, I'd like to mark
24 Columbia Gas of Ohio Standard Choice Offer rates
25 historical chart from the Apples-to-Apples/Energy

1 Choice Ohio website as OCC Exhibit 6.

2 ATTORNEY-EXAMINER SANDOR: So marked.

3 (EXHIBIT MARKED FOR IDENTIFICATION.)

4 By Mr. Kral:

5 Q. Now, Mr. Leanza, OCC Exhibit 6 contains
6 the Columbia Gas of Ohio's SCO rates for 2022 and
7 2023. Do you see those?

8 A. I do.

9 Q. And in your direct testimony marked as
10 Joint Exhibit 2, you included the rates for May 2018
11 through May 2022, correct?

12 A. Correct.

13 Q. And your direct testimony was filed on
14 September 7th of 2022, correct?

15 A. Correct.

16 Q. Now, if you look at OCC Exhibit 6, and
17 let's go back a year from today to the month of your
18 direct testimony, what do you see as the Columbia Gas
19 SCO rate?

20 A. I'm sorry, for December -- for which
21 month?

22 Q. A year ago, September of 2022.

23 A. In my testimony, the last month that I
24 have is May of 2022.

25 Q. Yeah, I'm sorry. If you look at OCC

1 Exhibit 6.

2 A. I'm sorry.

3 Q. On page 2 is the 2022 SCO rates that
4 continue on where you left off.

5 A. September, \$1.10.

6 Q. Okay. And would you agree that the SCO
7 rates for Columbia Gas, since you filed your
8 testimony in September 2022, have been trending
9 significantly downward?

10 A. Yes.

11 Q. So, for example, if we look at
12 December 30th of 2022 through January 2023, the rate
13 has fallen to .84 cents per CCF -- or .84 dollars per
14 CCF, correct?

15 A. Correct.

16 Q. And then if you look to March 30th,
17 2023, to April 30th of 2023, the SCO rate for
18 Columbia Gas hit a low point of .379 dollars per CCF,
19 correct?

20 A. From March, April, yes, I see that.

21 Q. And the most recent rate available on
22 the chart August 29th, 2023, through September 27th,
23 2023, indicates an SCO rate of .435 dollars per CCF,
24 correct?

25 A. Yes, I see that.

1 Q. So that since you wrote your report and
2 talked about rising natural gas rates, in fact,
3 there's been a fairly consistent decline in the
4 natural gas rates since September 2022, correct?

5 A. There has been a decline for good
6 reason.

7 Q. Now, one of your responsibilities at IGS
8 is that you manage the fixed price position for IGS,
9 correct?

10 A. Correct.

11 Q. What December does mean?

12 A. We have a number of customers,
13 industrial, commercial, and residential customers,
14 that lock in prices for their natural gas accounts,
15 and it's my job then to hedge that off and buy
16 natural gas contracts.

17 We'll buy the NYMEX Henry Hub, we'll buy
18 the basis, also, based on the particular area where
19 the customer is located.

20 Q. So are you familiar with the monthly
21 fixed price offers made to residential consumers on
22 behalf of IGS?

23 A. I am -- I'm aware that we do offer them,
24 yes.

25 Q. Are you aware that those monthly offers

1 are published on the Energy Choice Ohio website?

2 A. I understand that the Apples-to-Apples
3 comparison do list different offers from various
4 parties.

5 Q. Okay. And do you have any familiarity
6 at all with the -- with whether or not the IGS fixed
7 contract rate for a 12-month residential contract is
8 greater than or less than the Columbia Gas SCO rate
9 for that same month?

10 A. So in the one-year rates that are
11 published by anyone, I don't know if that's a good
12 comparison to look at a one-year versus a month, but
13 I'm unaware that there's a monthly rate, and I'm
14 aware that we don't offer monthly rates, to the best
15 of my knowledge. So -- but I am aware that there's a
16 one-year rate and as SCO rate that's a monthly rate.

17 Q. Okay. And are you aware that at least
18 for the last year, the monthly fixed rate that IGS
19 offers as a 12-month contract to residential
20 customers always exceeds the comparable Columbia Gas
21 SCO rate for that same month?

22 A. I would think that most --

23 MR. BETTERTON: Objection, your Honor.
24 Offering facts not in the record.

25 ATTORNEY-EXAMINER SANDOR: I think he

1 asked if he was aware, and he can answer if he was
2 aware or not, and we can go from there.

3 THE WITNESS: Can you repeat the
4 question?

5 By Mr. Kral:

6 Q. Yes. Are you aware that at least for
7 the last year since you wrote your report in
8 September 2022, the IGS 12-month fixed contract rate
9 for a particular month has always been greater than
10 the Columbia Gas SCO rate?

11 ATTORNEY-EXAMINER SANDOR: Actually,
12 I'll reverse my objection. There's nothing in the
13 record that speaks about the prices of the contract
14 prices for the last year.

15 MR. KRAL: Well, again, your Honor, I'm
16 just asking whether he's aware.

17 ATTORNEY-EXAMINER SANDOR: I think your
18 question assumes that they are; you're saying that
19 has always been.

20 MR. KRAL: Thank you.

21 By Mr. Kral:

22 Q. Mr. Leanza, do you know whether the
23 contract -- fixed rate contract prices by IGS to
24 residential customers in the Columbia Gas service
25 territory over the last year have always been greater

1 than the Columbia Gas SCO rates?

2 A. So I'm not aware of what the rates were
3 versus our rates, but I can tell you that I would
4 expect that to happen with any supplier, because a
5 one-year price is going to include the winter versus
6 the lowest cost summer price.

7 So since many of the customers burn more
8 gas in the winter, much more gas in the winter than
9 they do in the summer, there's always this winter
10 weighting.

11 So at a time in April, let's say, when
12 prices for the April contract were \$2.25, the winter
13 prices were closer to \$3.25, and since the weighting
14 works that way, towards the winter, you know, your
15 price is just naturally going to be higher.

16 I don't think it's an IGS thing, I think
17 it's a contango in the market thing.

18 Q. So based on the reasoning you just
19 explained, you would expect the IGS 12-month fixed
20 rate price for a particular month to exceed that of
21 the comparable Columbia Gas of Ohio SCO rate for that
22 month?

23 A. So I wouldn't think it's just an IGS
24 thing, I think it's generally a marketer thing. The
25 longer you go out, when you're always comparing it to

1 the lowest month on the board, it has to work out
2 that way.

3 Q. All right. So earlier we identified the
4 Columbia Gas SCO rate for September 2022 to October
5 2022, a year ago, as being \$1.10 per CCF, correct?

6 A. Correct.

7 Q. So you would expect that the IGS fixed
8 contract rate would be greater than that, correct?

9 A. I don't know. That was a weird point in
10 time with extremely high prices, we settled at -- we
11 were up around \$9 at the time, 8 to \$9. I have no
12 idea what our one-year rate was at that point in
13 time.

14 Q. Okay. But -- I understand you don't
15 know the actual rate.

16 A. Okay.

17 Q. But you would expect, for the reasons
18 you explained, that it would be higher than Columbia
19 Gas' SCO rate for that month, correct?

20 A. I don't know. I'd have to see the
21 forward curve at the time.

22 MR. KRAL: Your Honor, I'd like to mark
23 the Apples-to-Apples History Browser rate for
24 September 1st, 2022, for the territory of Columbia
25 Gas of Ohio, showing the offers of IGS for that month

1 as OCC Exhibit 7.

2 ATTORNEY-EXAMINER SANDOR: So marked.

3 (EXHIBIT MARKED FOR IDENTIFICATION.)

4 By Mr. Kral:

5 Q. Mr. Leanza, we identified the SCO
6 Columbia Gas rate for September 2022 to October 2022
7 as \$1.10 per CCF.

8 Do you see on this chart where the IGS
9 Energy offer for 12 months fixed rate is .999 per
10 CCF, and that's as of October -- I'm sorry, I have
11 that wrong, strike that.

12 Do you see where the 12-month rate for
13 IGS Energy on page 2 is 1.199 per CCF?

14 A. Yes, I do.

15 Q. Okay. And that's just marginally higher
16 than the Columbus Gas SCO rate, right?

17 A. Correct.

18 Q. Now, over -- if somebody signs up for a
19 fixed rate contract, that means they are getting the
20 same rate for, in this case, the next 12 months,
21 correct?

22 A. Correct.

23 Q. So that when the SCO rate for Columbia
24 Gas of Ohio fell, from September 2022 to October
25 2022, down to October 2022 to November 2022, to .85

1 cents, the customer who signed up for IGS's fixed
2 rate as of September 1st, 2022, would still be paying
3 the 1.199 cents -- 1.199 dollars per CCF, correct?

4 A. Correct.

5 Q. And as the rate continued to fall
6 throughout 2023, that customer would still be paying
7 the 1.199 price per CCF, correct, to IGS?

8 A. Correct.

9 Q. And so that, for example, if you look at
10 March 30th, 2023 to April 30th, 2023, where the SCO
11 rate is .379 dollars per CCF, the customer that
12 signed up for the IGS 12-month contract the preceding
13 September would still be paying that 1.199 dollars
14 per CCF, correct?

15 A. Correct.

16 Q. And I've done the math. Would you
17 accept that that's more than 300 percent higher than
18 what that customer would be paying if they were on
19 the Columbia Gas SCO rate?

20 A. They would -- yeah, they would be paying
21 higher if they locked into a one-year rate.

22 Q. In fact, they would be paying more than
23 three times higher, correct?

24 A. Yeah, I'll trust your math.

25 Q. Now, yesterday in Mr. Adkins' testimony

1 there was some shadow billing data that was admitted
2 into evidence. Have you seen Mr. Adkins' testimony
3 at all?

4 A. No, I have not.

5 Q. Do you know whether or not, looking at
6 page 17 -- 16, 17, and 18 of your testimony, you
7 start in May of 2018 and you go through May of 2022
8 on page 18, correct?

9 A. Correct.

10 Q. And this is your testimony about how
11 variable a rate might be, correct?

12 A. Correct. Yes.

13 Q. Do you know whether or not, during that
14 time period, exact same time period for the dates you
15 put in your testimony, customers of Columbia Gas of
16 Ohio would have paid \$426 million less if they had
17 selected the Columbia Gas SCO rate than they did
18 through a competitive supplier's rate?

19 MR. BETTERTON: Objection, your Honor.
20 The witness has stated he has no knowledge of
21 Mr. Adkins' testimony or of the shadow date billing
22 we're discussing.

23 ATTORNEY-EXAMINER SANDOR: You can
24 answer that; you can say that.

25 THE WITNESS: Can you repeat the

1 question?

2 By Mr. Kral:

3 Q. Yes. Would you know whether or not,
4 during the time period set forth in Figure 12, which
5 are your dates of May 2018 through May 2022, the
6 customers of Columbia Gas, within their service
7 territory, would have saved \$426 million if they had
8 chosen the Columbia Gas SCO rate rather than the
9 competitive supplier's rate?

10 A. No, I know nothing about that.

11 MR. KRAL: I don't have any further
12 questions. Thank you, your Honor.

13 ATTORNEY-EXAMINER SANDOR: Do we have
14 cross from any of the other parties? Hearing none,
15 any redirect?

16 MR. BETTERTON: Yeah, may I have a
17 minute, your Honor?

18 ATTORNEY-EXAMINER SANDOR: Sure. Let's
19 go off the record.

20 (Discussion off the record.)

21 ATTORNEY-EXAMINER SANDOR: Let's go back
22 on record. IGS.

23 - - -

24 REDIRECT EXAMINATION

25 By Mr. Betterton:

1 Q. Mr. Leanza, do you remember a line of
2 questioning asked by OCC's counsel regarding your
3 statement in the testimony that prices may reach \$30?

4 A. Yes, I do.

5 Q. And over that period why did prices, in
6 your estimation, not reach that forecasted level?

7 A. Well, I think it really had everything
8 to do with the winter weather. So we came into the
9 winter with lower than average or normal storage
10 supplies, and hence kind of the high price going into
11 the winter.

12 And then we really didn't get much of a
13 winter. Like I mentioned earlier, this was the --
14 probably the -- according to Maxar, the fifth warmest
15 winter since 1950, and it was the probably the
16 warmest winter on the eastern side of the United
17 States, and that really depressed prices going into
18 the first quarter of 2023.

19 So kind of based on the \$30 mark in the
20 fall, with the unknown expectations of what's going
21 to happen with the weather this winter, that's, you
22 know, why we probably -- that's why the EIA picked
23 the \$30.

24 It was all based on volatility, based on
25 two standard deviations on where prices could go,

1 based on kind of the past summer where prices were,
2 and it was their best estimation of the top of the
3 market at that point.

4 Q. Thank you. And do you remember a line
5 of questioning involving a specific IGS product
6 offering given to you in OCC Exhibit 7?

7 A. Exhibit 7? Yes.

8 Q. There is an IGS offer listed on page 1
9 of that document?

10 A. Yes, there is.

11 Q. Is that a fixed month -- or a fixed rate
12 product?

13 A. That is a -- looks like it's a fixed
14 three-year product.

15 Q. So under that fixed three-year product,
16 customers who signed up -- I believe this was a
17 September rate -- would be covered through September
18 of 2026?

19 A. Yes.

20 Q. And is it possible that during the
21 duration of that product prices -- we might see price
22 volatility again?

23 A. Absolutely.

24 Q. And do customers gain any other features
25 from a fixed rate product versus a variable product?

1 A. They gain price certainty, I think is
2 the big thing. They know what the price is going to
3 be for an extended amount of time.

4 Q. And on this product listed on OCC
5 Exhibit 7, it is a renewable product offered,
6 correct?

7 A. Correct. I believe they have the
8 opportunity at the end of the term to renew to
9 different rates.

10 Q. So a renewable in the sense of renewable
11 energy or renewable natural gas?

12 A. I'm sorry. Yes, it's all green.

13 Q. And to your knowledge, is the SSO or SCO
14 product being compared to a renewable product?

15 A. It's my understanding that it's a
16 typical brown product.

17 MR. BETTERTON: Thank you. Your Honor,
18 I believe that's all the questions I have.

19 ATTORNEY-EXAMINER SANDOR: Any recross?

20 MR. KRAL: Just a couple, your Honor.

21 - - -

22 RE CROSS-EXAMINATION

23 By Mr. Kral:

24 Q. Just to be perfectly clear, Mr. Leanza,
25 the price never hit \$30 in September of 2022,

1 correct?

2 A. Correct.

3 Q. It's never been -- during that time
4 period September 2022 to the present, it's never been
5 close to that, correct?

6 A. The NYMEX prices haven't. The cash
7 prices that you would see in the next-day market,
8 yes, absolutely, all the time.

9 Q. Yeah, but the NYMEX price is what you
10 use in your testimony, correct?

11 A. The NYMEX prices, we did not hit \$30.

12 Q. And you would agree with me that there
13 was some discussion of a 36-month fixed contract that
14 IGS offered back in September of 2022, do you recall
15 that?

16 A. I see that on Exhibit 7.

17 Q. You would agree with me that customers
18 who were on that 36-month fixed rate contract, as
19 Columbia SCO rates fell, would have experienced the
20 same occurrence of paying far more for the last year
21 under the fixed rate contract than they would have if
22 they were on the Columbia SCO rate, correct?

23 A. Yes, same as on the first -- the
24 one-year contract.

25 Q. And same as on the one-year contract,

1 there were months where they would be paying 300
2 percent, or three times as much on the IGS fixed rate
3 contract than on the Columbia Gas SCO rate, correct?

4 A. They would be paying more.

5 Q. As much as three times more, correct?

6 A. I'll assume your math is correct.

7 MR. KRAL: Okay. No further questions.

8 Thank you, your Honor.

9 ATTORNEY-EXAMINER SANDOR: Okay. Well,
10 that's all we'll take. Thank you, Mr. Leanza, you're
11 excused.

12 (Witness excused.)

13 ATTORNEY-EXAMINER SANDOR: I believe we
14 have already -- you've already moved for the
15 admission of Joint IGS and RESA Exhibit 2. Any
16 objections to its admission? No? Hearing none, that
17 exhibit is admitted.

18 (EXHIBIT ADMITTED INTO EVIDENCE.)

19 ATTORNEY-EXAMINER SANDOR: On OCC, I
20 believe you have four exhibits.

21 MR. KRAL: That's correct, your Honor.
22 Exhibits 4, 5, 6 and 7, we move for their admission.

23 ATTORNEY-EXAMINER SANDOR: Any
24 objections to their admission? Okay, Exhibits OCC
25 Exhibits 4 through 7 are admitted.

1 (EXHIBITS ADMITTED INTO EVIDENCE.)

2 ATTORNEY-EXAMINER SANDOR: And then
3 finally the Stipulation.

4 MR. ALEXANDER: Thank you, your Honor.
5 The Companies renew their motion to admit what's been
6 marked for identification as Joint Exhibit 1.

7 ATTORNEY-EXAMINER SANDOR: Okay. Any
8 objections to the admission? Okay. Hearing none,
9 Joint Exhibit 1 is admitted.

10 (EXHIBIT ADMITTED INTO EVIDENCE.)

11 ATTORNEY-EXAMINER SANDOR: Let's go off
12 the record and discuss briefing time.

13 (Discussion off the record.)

14 ATTORNEY-EXAMINER SANDOR: Let's go on
15 the record.

16 We have just finished brief discussion
17 concerning briefing, and the parties have agreed that
18 initial briefs will be due on October 24th, 2023, and
19 reply briefs will be due on November 14th, 2023.

20 With that, do the parties have anything
21 else? Okay. Hearing none, the case is submitted to
22 the record and we are adjourned. Thank you everyone.

23 (Thereupon, the hearing was
24 adjourned at 10:24 a.m.)
25

CERTIFICATE

I do hereby certify that the foregoing
is a true and correct transcript of the proceedings
taken by me in this matter on Tuesday, September 19,
2023, and carefully compared with my original
stenographic notes.

Valerie J. Grubaugh,
Court Reporter and Notary
Public in and for the State
of Ohio.

My commission expires August 11, 2026.

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in

Case No(s). 21-0903-GA-EXM, 21-0904-GA-ATA, 21-0905-GA-AAM

Summary: Transcript of Duke Energy Ohio, Inc. hearing held on 09/19/23
electronically filed by Mr. Ken Spencer on behalf of Armstrong & Okey, Inc. and
Grubaugh, Valerie.