

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Suburban)
Natural Gas Company for an Increase in Gas) Case No. 18-1205-GA-AIR
Distribution Rates.)

In the Matter of the Application of Suburban) Case No. 18-1206-GA-ATA
Natural Gas Company for Tariff Approval.)

In the Matter of the Application of Suburban)
Natural Gas Company for Approval of Certain) Case No. 18-1207-GA-AAM
Accounting Authority.)

**INITIAL BRIEF ON REMAND
BY
OFFICE OF THE OHIO CONSUMERS' COUNSEL**

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On an appeal by OCC, the Supreme Court of Ohio reversed the PUCO's Order in this case, determining that the PUCO misapplied the law in concluding that an entire pipeline extension was "useful" to consumers under R.C. 4909.15.¹ The Court overturned the PUCO's approval of a settlement that was signed by only Suburban and the PUCO Staff and that allowed charges to consumers for the entirety of a 4.9-mile pipeline extension.² The Court ruled that on remand, the PUCO must evaluate the evidence and determine, according to the actual law, whether the 4.9 mile pipeline extension was used and useful to consumers and can therefore be included in rates.³ The Court remanded to the PUCO "to properly apply the used-and-useful standard."⁴

¹ *In re Suburban Natural Gas Co.*, Slip Opinion No. 2021-Ohio-3224.

² Opinion & Order (Sept. 26, 2019).

³ *Id.* ¶ 35.

⁴ *Id.* ¶ 45.

As OCC demonstrates below, only 2.0 miles of the pipeline extension were useful to consumers on the date certain. Customers should not pay rates that include anything more than 2.0 miles of pipe.

I. Background

The PUCO Staff and Suburban Natural Gas signed a settlement that includes, among other things, a provision that would allow Suburban to charge consumers for the costs (including return on and return of) associated with the entirety of a 4.9-mile pipeline extension (following a phase-in).⁵ OCC opposed the Settlement as a violation of Ohio ratemaking law, challenging Suburban's claim that the entire 4.9-mile pipeline extension was "useful" to consumers under R.C. 4909.15. Over OCC's objections, the PUCO approved the Settlement.⁶ OCC appealed to the Supreme Court of Ohio.⁷ On appeal, consistent with OCC's position on rehearing before the PUCO, OCC argued that 2.9 miles (the "Extra 2.9 Miles of Pipe") was not used and useful.⁸

OCC's appeal was successful. The Court ruled on September 21, 2021 that the PUCO misapplied the law in ruling that the entire 4.9-mile pipeline extension was "useful" under R.C. 4909.15.⁹ The Court interpreted the word "useful" under this statute to mean "beneficial" or "advantageous."¹⁰ The Court further clarified that the usefulness of property must be assessed "as of the date certain, not at some speculative unspecified point in time."¹¹

⁵ Stipulation and Recommendation (May 23, 2019) (the "Settlement").

⁶ Opinion & Order (Sept. 26, 2019).

⁷ Ohio Supreme Court Case No. 2020-0781.

⁸ *In re Suburban Natural Gas Co.*, Slip Opinion No. 2021-Ohio-3224, ¶ 21.

⁹ *In re Suburban Natural Gas Co.*, Slip Opinion No. 2021-Ohio-3224.

¹⁰ Supreme Court Opinion ¶ 25 ("That leaves us with the far more sensible conclusion that 'useful' in the statute means 'advantageous' or 'beneficial.'").

¹¹ Supreme Court Opinion ¶ 17 (citations omitted).

The Court remanded the case to the PUCO. On remand, the PUCO must examine the evidence and determine what portion of the 4.9-mile pipeline extension was useful, meaning beneficial or advantageous to consumers. And it must limit that determination to benefits or advantages on the date certain and the date certain only.

As explained below, Suburban has failed to prove that the extra 2.9 miles of pipeline extension were useful to consumers under R.C. 4909.15 on the date certain. Accordingly, the PUCO should modify its prior orders and require Suburban to charge consumers rates that include no more than 2.0 miles of the 4.9-mile pipeline extension.

II. Burden of Proof and Standard of Review as Addressed by the Ohio Supreme Court

The applicant bears the burden of proof in PUCO proceedings.¹² As noted by the Court, it is Suburban that seeks the benefit of a rate increase.¹³ In a base rate case like this one, “the burden of proof to show that the proposals in the application are just and reasonable shall be upon the public utility.”¹⁴ Because this burden of proof is required by law, Suburban must satisfy it whether or not there is a settlement. The Supreme Court of Ohio, in reversing the PUCO’s Order, emphasized that it is Suburban’s burden to prove its case, not OCC’s burden to disprove it.¹⁵

Although there was a settlement in this case between the PUCO Staff and Suburban, the PUCO’s three-part test for settlements does not apply at this stage of the case on remand. The

¹² *In re Application of [FirstEnergy]*, Case No. 18-1604-EL-UNC, Opinion & Order ¶ 106 (July 17, 2019) (“utilities continue to bear the burden of proof for any application submitted for our consideration”).

¹³ *In re Application of Suburban Natural Gas Co.*, Slip. Op. No. 2021-Ohio-3224, ¶40.

¹⁴ R.C. 4909.18. *See also* R.C. 4909.19(C) (“At any hearing involving rates or charges sought to be increased, the burden of proof to show that the increased rates or charges are just and reasonable shall be on the public utility.”).

¹⁵ *In re Application of Suburban Natural Gas Co.*, Slip Op. No. 2021-Ohio-3224, ¶ 40 (“We are also troubled by the dissent’s suggestion that the Consumers’ Counsel needed to provide its own modeling or forecasts for its overbuilding claim. It is Suburban that seeks the benefit of a rate increase. As such, Suburban has ‘the burden of proof to show that the proposals in the application are just and reasonable.’”) (the “Supreme Court Opinion”).

issue before the PUCO on remand is whether the law allows Suburban to charge consumers for any or all of the 4.9-mile pipeline extension. As the Court noted, although the PUCO is afforded discretion in how it responds to the evidence before it, “this discretion is cabined by a statutory mandate to apply the used-and-useful test to ensure rates are in fact just and reasonable.”¹⁶ When a settlement violates a law, the part of the settlement that is unlawful cannot be approved, regardless of the three-part test.¹⁷

III. Suburban failed to prove that more than 2.0 miles of the pipeline extension were useful to consumers on the date certain, so the law, as interpreted by the Supreme Court in reversing the PUCO, prohibits the PUCO from approving charges to consumers for more than 2.0 miles of pipe.

Under R.C. 4909.15, the PUCO is required to set the rates consumers pay based on the value of a utility’s property that is “used and useful as of the date certain.” The Ohio Supreme Court interpreted the word “useful” to mean “beneficial” or “advantageous.”¹⁸ The Court further clarified that the benefits or advantages of property must be assessed “as of the date certain, not at some speculative unspecified point in time.”¹⁹ Thus, on remand, Suburban must prove that the Extra 2.9 Miles of Pipe were beneficial or advantageous to consumers as of the date certain.

Suburban cannot meet that burden. The Extra 2.9 Miles of Pipe provided no benefits or advantages to consumers on the date certain. The costs of the extra 2.9 miles of pipe thus must be excluded from rate base.

¹⁶ *Id.*

¹⁷ See *In re Determination of Existence of Significantly Excessive Earnings for 2017 Under Elec. Sec. Plan of Ohio Edison Co.*, 162 Ohio St.3d 651, 2020-Ohio-5450, ¶¶ 62-64 (rejecting utility’s claim that a party must couch its opposition to an unlawful settlement in terms of the PUCO’s three-part test).

¹⁸ Supreme Court Opinion ¶ 25 (“That leaves us with the far more sensible conclusion that ‘useful’ in the statute means ‘advantageous’ or ‘beneficial.’”).

¹⁹ Supreme Court Opinion ¶ 17 (citations omitted).

A. Suburban’s failure to consider options and offer evidence regarding shorter pipelines is fatal to its attempt to prove, consistent with the Supreme Court’s ruling reversing the PUCO, that the entire 4.9-mile pipeline extension was useful to consumers on the date certain.

All parties agree that pressure at the Lazelle Road point of delivery “needs to be maintained above a minimum of 100 psig.”²⁰ Suburban’s engineers (Utilities Technologies International Corp. or UTI) ran models to project the pressure at Lazelle Road on the date certain.²¹ The goal of UTI’s modeling was to determine whether, under the worst case scenarios (the coldest day in winter with maximum usage) and based on future customer growth, it was likely that the pressure at Lazelle Road would drop to 100 psig.²²

According to UTI’s model, pressure at Lazelle Road was projected to remain above 104 psig under the worst-case scenarios, without any pipeline extension, through and including the date certain.²³ UTI’s model also showed that with a 4.9-mile pipeline extension, the projected pressure at Lazelle Road on the date certain would be over 230 psig—more than double the 100 psig of pressure required for safe and reliable service.²⁴

Suburban’s models did not include an analysis of any other options. The models do not show projected pressure at Lazelle Road with a 4.5-mile pipeline, 4.0-mile pipeline, 3.0-mile pipeline, 2.0-mile pipeline, or any length other than 4.9 miles.²⁵ Suburban witness Grupenhof

²⁰ Suburban Ex. 4 (Grupenhof Testimony) at 5.

²¹ Suburban Ex. 4 (Grupenhof Testimony) at 3.

²² Suburban Ex. 4 (Grupenhof Testimony) at 3; Suburban Ex. 9 (modeling results).

²³ Suburban Ex. 9, August 31, 2018 model (pressure of 104.27 psig at Lazelle Road for “2018 EOY”). On cross examination, Suburban witness Grupenhof testified that “2018 EOY” means the entire winter of 2018- 2019, including the February 28, 2019 date certain. Tr. Vol. II at 302:1-10, 332:25 – 333:18 (Grupenhof).

²⁴ Suburban Ex. 9, August 31, 2018 model (again, taking note of Mr. Grupenhof’s testimony that the 2018 EOY column applies to the date certain).

²⁵ Suburban Ex. 9 (modeling results showing only a comparison of no pipeline extension to a 4.9-mile pipeline extension).

testified that UTI looked at a 2-mile option,²⁶ though UTI seemingly did not record the results of the 2-mile option. Nonetheless, Suburban witness Grupenhof testified that Suburban would have been able to safely serve consumers on the date certain with a 2.0-mile pipeline extension: “From our calculations the 2 mile option would have satisfied Suburban’s system at the end of 2018, so they would have been good this winter.”²⁷

Based on Mr. Grupenhof’s testimony, consumers received some benefits from the 2.0-mile pipeline because it would increase pressure at Lazelle Road to some level above 100 psig that Suburban’s engineers deem safe (though the engineers did not provide a specific psig number for the 2.0-mile option).

What Suburban must now prove, however, is that the Extra 2.9 Miles of Pipe—the amounts above 2.0 miles—provided benefits to consumers. It is not clear how Suburban could possibly do that based on the record in this case.

We know that safe pressure at Lazelle Road is 100 psig. And we know that the projected pressure with the full 4.9-mile pipeline extension was over 230 psig. But we are left in the dark on numerous critical issues that are relevant to Suburban bearing its burden of proof.

What is an appropriate cushion above 100 psig that would be considered beneficial or advantageous to consumers? Is 110 psig sufficient? 120 psig? 150 psig? 175 psig? We don’t know the answer because Suburban did not provide one. Indeed, Suburban’s engineer testified that they were “not necessarily” targeting any particular pressure at Lazelle Road and that they “didn’t really have a specific number in mind.”²⁸

²⁶ Tr. Vol. II at 278:13-24 (Grupenhof).

²⁷ Tr. Vol. II at 299:6-10 (Grupenhof).

²⁸ Tr. Vol. II at 285:2-13 (Grupenhof).

What would the projected pressure be at Lazelle Road with a pipeline extension shorter than 4.9 miles? For example, if the projected pressure with a 3.0-mile pipeline were 160 psig, would that be sufficient for safe and reliable service on date certain? If the projected pressure with a 2.5-mile pipeline extension were 150 psig, would that be sufficient for safe and reliable service on date certain? We don't know the answer to these questions because Suburban did not make any attempt to evaluate pipeline lengths other than 2.0 miles and 4.9 miles. As Suburban witness Grupenhof testified, "2 miles is the only one we really vetted and ran specific scenarios on and in turn discussed them with Suburban."²⁹

The Supreme Court, in reversing the PUCO's ruling, was concerned by the lack of evidence cited by the PUCO for its conclusion that the entire 4.9 miles was useful. After referring to the evidence cited by the PUCO, the Court stated:

The problem is that none of this evidence shows that a *4.9-mile extension* was necessary. It simply shows that some extension was necessary to address safety concerns and that a 4.9-mile extension would easily do the trick. But by this logic, virtually any size extension (10 miles, 15 miles, and beyond) would pass muster.

The dissent rightfully notes the distinction between, on one side, a pipeline with adequate reserves and, on the other, a pipeline overbuilt with excess capacity. But we are in the dark as to which side the 4.9-mile extension lies on because the PUCO provided no analysis beyond its nod to future prudence for why the 4.9-mile pipeline extension made sense over a shorter extension.³⁰

This precisely mirrors the problem for Suburban on remand. There is evidence of a need for *some* pipeline extension on the date certain. But there is no evidence showing why 4.9 miles was needed instead of 2.0 miles. Without that evidence, Suburban cannot meet its burden of proving that the Extra 2.9 Miles of Pipe provided any benefits or advantages to consumers on the

²⁹ Tr. Vol. II at 299:4-6 (Grupenhof).

³⁰ Supreme Court Opinion ¶¶ 38-39 (emphasis in original).

date certain. Accordingly, the PUCO must conclude that consumers can only pay for 2.0 miles of pipe.

B. The evidence demonstrates that Suburban chose a 4.9-mile length to account for future expected customer growth, not because it was beneficial or advantageous for consumers on the date certain.

As explained above, Suburban cannot show that the Extra 2.9 Miles of Pipe were beneficial or advantageous to consumers on the date certain. But even more than that, the evidence convincingly demonstrates why Suburban built a 4.9-mile pipeline extension: to meet the needs of *future* customers, after the date certain. But as the Supreme Court ruled, the PUCO cannot look beyond the date certain in determining whether property is useful under R.C. 4909.15.³¹

In this regard, it is important to consider the history of Suburban’s filings regarding the 4.9-mile pipeline extension. Suburban first discussed the 4.9-mile pipeline extension in its application to the Ohio Power Siting Board.³² There, Suburban stated the following regarding the “need for the proposed facility”:

Due to the growing demand for natural gas in homes and businesses in southern Delaware County, SNG is in need of increasing the amount of gas that it can supply to its customers. The current six-inch gas line will not provide enough volume for the amount of growth that is planned. As such, the new 12-inch line is needed to provide additional capacity.³³

This statement says nothing about the need to increase pressure at Lazelle Road. It references only the need for additional capacity to handle growth in Delaware County. In its entire 240-page application to the Ohio Power Siting Board, Suburban doesn’t use the word “pressure” once.³⁴

³¹ Supreme Court Opinion ¶¶ 2, 28.

³² Case No. 18-54-GA-BLN.

³³ Suburban Ex. 7.

³⁴ Suburban Ex. 7.

Suburban’s application in the current base rate case says nothing at all about concerns with low pressure at Lazelle Road.³⁵ In his testimony in support of the application, Suburban witness Sonderman testified that the extension was necessary to address “robust growth” in Delaware County, not to address concerns with pressure at Lazelle Road.³⁶ In its financing application to the PUCO, Suburban stated that the pipeline extension was needed to “maintain the capacity to serve existing customers *and add new customers.*”³⁷ In an April 2019 memo, Suburban witness Grupenhof stated that the 4.9-mile pipeline extension “would provide necessary capacity for *future growth* in the Delaware/Lewis Center area” and “*future growth* in the Polaris area,” with no mention of pressure concerns at Lazelle Road.³⁸

The only time that Suburban mentioned pressure was in response to discovery from Staff in the Ohio Power Siting Board case. There, Suburban merely said, “More recent future growth projections added to this model indicated the need for an extension of the existing 12” Del-Mar pipeline to provide sufficient capacity and pressure at the southern end of their system (Lazelle Road).”³⁹ Even here, the pressure concerns are tied to Suburban’s expectations for consumer growth in Delaware County.

The inference to be drawn is clear. Suburban repeatedly affirmed that the 4.9-mile pipeline extension was built to account for the capacity needs of future customers. But then OCC, through its objections and testimony, revealed that property is not useful at date certain if it is built for future customers as opposed to current customers—which the Supreme Court of

³⁵ Suburban Ex. 1.

³⁶ OCC Ex. 1 (Willis Direct) at 7 (citing Mr. Sonderman’s initial testimony regarding robust growth).

³⁷ OCC Ex. 8 at 1 (emphasis added).

³⁸ OCC Ex. 7 (emphasis added).

³⁹ OCC Ex. 5 at 3-4.

Ohio agreed with in reversing the PUCO in this case.⁴⁰ At that point, Suburban needed to pivot to a new theory—that the 4.9-mile pipeline extension was built because of pressure concerns, not to expand Suburban’s system for future customer growth.

But the PUCO should not be fooled. If Suburban’s own words—which stated that the 4.9-mile pipeline extension was built for the future—are not enough, then the PUCO can look to other substantial evidence that the pipeline extension was built for future needs beyond the date certain:

- The extension is big enough to serve not only Suburban’s 13,500 southern system customers on the date certain but an additional 4,000 to 20,000 customers. Not 20,000 customers total—the 13,500 customers at date certain *plus* 20,000 new customers.⁴¹ Even if it is big enough to add 4,000 customers instead of 20,000, it would take Suburban *12 years* to add that many customers at its current rate of growth.⁴²
- The extension is big enough to serve nearly *double* the projected peak capacity at date certain.⁴³
- The extension is big enough to meet Suburban’s projected peak capacity in 2028—nearly a decade after the February 28, 2019 date certain.⁴⁴
- The extension was designed to produce over 230 psig of pressure at Lazelle Road—more than double the safe pressure of 100 psig.⁴⁵
- The primary reason that Suburban built a pipeline extension 4.9 miles long, instead of some other length, was not because 4.9 miles was the length it needed, but because 4.9 miles was the longest it could be built while still qualifying for expedited review under Ohio Power Siting Board rules and regulations.⁴⁶

⁴⁰ Supreme Court Opinion ¶¶ 2, 28.

⁴¹ Suburban Ex. 4 (Grupenhof Testimony) at 8 (up to 4,000 new customers); Tr. Vol. II at 274:2-3 (Grupenhof).

⁴² OCC Ex. 1 (Willis Direct Testimony) at 8.

⁴³ OCC Ex. 5, page 4 (projected capacity in 2028 of 842 mcfh compared to projected capacity of just 457 mcfh at date certain).

⁴⁴ OCC Ex. 5, page 4 (projected capacity in 2028 of 842 mcfh compared to projected capacity of 737 mcfh in 2028).

⁴⁵ Suburban Ex. 9 at 5.

⁴⁶ Tr. Vol. II at 274:13-277:8 (Grupenhof).

In short, Suburban repeatedly told the PUCO that it needed the 4.9-mile pipeline extension because Suburban is growing quickly and adding new customers in Delaware County. The data confirms this, as the 4.9-mile pipeline extension is undoubtedly designed to be big enough to handle growth for many years into the future. This demonstrates that contrary to Suburban's claims, the Extra 2.9 Miles of Pipe were not beneficial or advantageous to consumers on the date certain. Those extra miles *might* be useful in the future if Suburban experiences the type of growth that it expects. But that is a question for a future case, not this one.

IV. Residential consumers deserve a refund for all charges paid above \$33.09 per month since September 21, 2021.

Following the Supreme Court's ruling, the PUCO ordered Suburban to file tariffs making its rates refundable to the extent they include charges for anything more than 2.0 miles of the 4.9-mile pipeline extension, effective September 21, 2021 (the date of the Supreme Court ruling).⁴⁷ The PUCO also instructed parties, in their initial briefs on remand, to "provide a proposed calculation of the charges based on the inclusion of 2.0 miles of the pipeline extension, to be used in the event that a refund is ultimately ordered by the Commission."⁴⁸

In its September 22, 2021 motion, OCC calculated the appropriate monthly rate for residential consumers when including 2.0 miles of pipe to be \$33.09.⁴⁹ OCC supports the same calculations here, which are attached to this brief as Exhibit A.

Residential consumers are currently paying \$34.41 per month. Thus, residential consumers should receive a refund of \$1.32 each (\$34.41 minus \$33.09) for each month of charges after September 21, 2021.

⁴⁷ See Entry (Oct. 6, 2021); Entry (Oct. 20, 2021).

⁴⁸ Entry ¶ 23 (Oct. 20, 2021).

⁴⁹ See OCC Motion, Attachment Workpaper WPE-4 (Sept. 22, 2021).

V. Conclusion

The Supreme Court of Ohio reversed the PUCO's ruling approving charges to consumers for the entire 4.9-mile pipeline extension. On remand, Suburban cannot meet its burden of proving that the entire 4.9-mile pipeline extension was useful to consumers on the date certain. It was not. Suburban built such a long pipeline to account for its expected growth in the future. But the law does not allow Suburban to charge consumers now for something that might only provide benefits or advantages to them in the future. The PUCO should rule that consumers can only pay for 2.0 miles of the 4.9-mile pipeline extension.

Respectfully submitted,

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CERTIFICATE OF SERVICE

It is hereby certified that a true copy of the foregoing Initial Brief on Remand was served by electronic transmission upon the parties below this 29th day of October 2021.

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SUBURBAN NATURAL GAS COMPANY
CASE NO. 18-1205-GA-AIR
CUSTOMER CHARGE RATIONALE

Data: ___ Actual "X" Estimated
Type of Filing: "X" Original ___ Updated ___ Revised
SCHEDULE REFERENCE NO(S): E-4

WORKPAPER WPE-4
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Customer Charge Calculation

Revenue Requirement		\$19,505,414.75
Less: Gas Costs	<u>10,665,824</u>	
		<u>10,665,824</u>
Revenue Requirement not including gas costs		\$8,839,591
Small General Service Customers	\$7,251,265	
Number of Small Gen Svs Bills	219,132	
Small General Service Monthly Charge		\$33.09
Large General Service Customers	\$1,588,326	
Number of Large Gen Svs Bills	2,988	
Revenue from Large Gen Serv Monthly Charge	\$175.00	\$522,900
Revenue from Large Gen Serv Volumetric Chg (5,648,409 CCF consumption)		\$1,065,426
Volumetric Chg per CCF		<u>0.1886241</u>
Total Monthly and Volumetric Charge		\$8,839,591

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in

Case No(s). 18-1205-GA-AIR, 18-1206-GA-ATA, 18-1207-GA-AAM

Summary: Brief Initial Brief on Remand by Office of The Ohio Consumers' Counsel
electronically filed by Mrs. Tracy J. Greene on behalf of Healey, Christopher