



COMMONWEALTH OF PENNSYLVANIA

January 11, 2017

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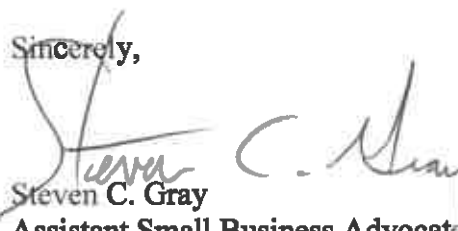
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Petition of UGI Penn Natural Gas, Inc. for a Waiver of the Distribution System Improvement Charge Cap of 5% of Billed Distribution Revenues and Approval to Increase the Maximum Allowable DSIC to 10% of Billed Distribution Revenues Docket No. P-2016-2537594

Dear Secretary Chiavetta:

I am delivering for filing today the Reply Exceptions to the Recommended Decision, on behalf of the Office of Small Business Advocate ("OSBA"), in the above-docketed proceeding. As evidenced by the enclosed Certificate of Service, copies will be served on all known parties in this case.

If you have any questions, please contact me.

Sincerely,

Steven C. Gray
Assistant Small Business Advocate
Attorney ID No. 77538

Enclosures

cc: Parties of Record
Mr. Robert D. Knecht

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of UGI Penn Natural Gas, Inc. :
for a Waiver of the Distribution System :
Improvement Charge Cap of 5% of Billed : P-2016-2537594
Distribution Revenues and Approval to Increase :
the Maximum Allowable DSIC to 10% of Billed :
Distribution Revenues :

**REPLY EXCEPTIONS
ON BEHALF OF THE
OFFICE OF SMALL BUSINESS ADVOCATE**

**Steven C. Gray
Assistant Small Business Advocate
Attorney ID No. 77538**

**For: John R. Evans
Small Business Advocate**

**Office of Small Business Advocate
300 North Second Street, Suite 202
Harrisburg, PA 17101**

Dated: January 11, 2017

I. Introduction

On March 31, 2016, UGI Penn Natural Gas, Inc. (“UGI PNG” or the “Company”) filed a Petition for a Waiver of the Distribution System Improvement Charge (“DSIC”) Cap of 5% of Billed Distribution Revenues and Approval to Increase the Maximum Allowable DSIC to 10% of Billed Distribution Revenues (“*Petition*”) with the Pennsylvania Public Utility Commission (“Commission”).

On April 19, 2016, the Office of Small Business Advocate (“OSBA”) filed a Notice of Intervention and Answer to the *Petition*.

On June 17, 2016, a Prehearing Conference was held before Administrative Law Judge (“ALJ”) Angela T. Jones. On June 21, 2016, ALJ Jones issued Prehearing Order # 2 setting forth the procedural schedule in this case.

On July 21, 2016, the OSBA served the Direct Testimony of Robert D. Knecht. On August 19, 2016, the OSBA served the Rebuttal Testimony of Mr. Knecht. On August 29, 2016, the OSBA served the Surrebuttal Testimony of Mr. Knecht.

On September 8, 2016, an Evidentiary Hearing was held before ALJ Jones.

On September 16, 2016, the OSBA served the redacted Rebuttal Testimony of Mr. Knecht.

On September 22, 2016, the OSBA served its Main Brief.

On September 30, 2016, the OSBA served its Reply Brief.

On December 1, 2016, ALJ Jones issued her Recommended Decision (“RD”).

On December 13, 2016, UGI PNG sent a Letter to the Commission requesting a change in the due dates for Exceptions and Reply Exceptions because of the upcoming holidays.

On December 19, 2016, UGI PNG informed all parties via email that the Commission had granted the change in due dates for both the Exceptions and Reply Exceptions, but would not be issuing a formal notice of the scheduling change.

On January 4, 2017, the OSBA filed Exceptions to the RD. Exceptions were also filed by UGI PNG and the Bureau of Investigation and Enforcement (“I&E”).

The OSBA submits the following Reply Exceptions in response the Exceptions filed by UGI PNG and I&E.

II. Exceptions

A. Reply to UGI PNG Introduction: UGI PNG did not properly except to the recommended decision. (UGI PNG Exceptions, at 1)

1. UGI PNG's Explicit Support of the RD

UGI PNG, in the "Introduction" section of its Exceptions, stated:

The RD found that the standard for waiver of the 5% DSIC rate cap is the same as the standard for granting a modified Long-Term Infrastructure Improvement Plan ("LTIIIP") and that UGI-CPG met this standard and was entitled to waiver of the 5% DSIC rate cap.

* * *

The Company strongly supports the standard articulated in the RD.

UGI PNG Exceptions, at 1.

Exceptions to a recommended decision are governed by 52 Pa. Code § 5.533. The relevant section states:

(b) Each exception must be numbered and identify the finding of fact or conclusion of law to which *exception* is taken and cite relevant pages of the decision. Supporting reasons for the exceptions shall follow each specific exception.

52 Pa. Code § 5.533(b) (emphasis added).

Thus, instead of taking exception to the ALJ's legal standard for the granting of a DSIC rate cap waiver, UGI PNG wrote a "statement in support." This is improper.

Reply Exceptions are governed by Section 5.535. That section states:

A reply must be concise and incorporate by reference relevant passages in previously filed briefs. A reply may not raise new arguments or issues, but be limited to responding to the arguments or issues in the exception.

52 Pa. Code § 5.535(a).

The OSBA will follow the dictates of Section 5.535(a) and will only respond to the arguments raised in UGI PNG's Exceptions, including the Introduction section, which improperly advocates for the ALJ's legal standard for the granting of a DSIC rate cap waiver.

2. The ALJ's Legal Standard for the Approval of a DSIC Rate Cap Waiver

The OSBA set forth its opposition to the ALJ's legal standard in its Exceptions. See OSBA Exceptions, at 4-11.

The OSBA will not repeat its arguments set forth in its Exceptions, in conformance with 52 Pa. Code § 5.535(a).

3. The Columbia Order

Thirteen calendar days before the Exceptions in this proceeding were due, the Commission entered an Order in *Petition of Columbia Gas of Pennsylvania, Inc. for a Waiver of the Distribution System Improvement Charge (DSIC) Cap of 5% of Billed Distribution Revenues and Approval to Increase the Maximum Allowable DSIC to 10% of Billed Distribution Revenues*, Docket No. P-2016-2521993 (Order entered December 22, 2016) ("*Columbia DSIC Waiver Order*").

Curiously, UGI PNG never mentioned this Order in its Exceptions.¹

4. The Columbia Legal Standards for the Granting of a DSIC Rate Cap Waiver

¹ Pennsylvania Rules of Professional Conduct state, as follows:

A lawyer shall not knowingly:

[F]ail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel.

Rule 3.3(a)(2), 204 Pa. Code § 81.4. UGI PNG may have made the assumption that the OSBA would address the *Columbia DSIC Waiver Order*. However, it would have been proper for UGI PNG to address that Order in its Exceptions.

UGI PNG's improper support of the ALJ's legal standard for the approval of a DSIC rate cap waiver, and the Commission's decision in the *Columbia DSIC Waiver Order* case, forces the OSBA to respond in these Reply Exceptions.

In the *Columbia DSIC Waiver Order*, the Commission explicitly rejected the weak standard for granting a DSIC cap waiver recommended by Columbia in its Exceptions:²

Thus, Columbia requests that the Commission use the same standard it applied in the approval of Columbia's initial DSIC filing pursuant to Section 1353 for approval of the Company's 5% DSIC cap waiver request pursuant to Section 1358. We note, however, that Section 1353 explains the process for requesting approval of a DSIC and allows an NGDC to petition the Commission for approval of a DSIC while Section 1358 provides various customer protections. While we acknowledge that both Sections 1353 and 1358 involve the timely recovery of reasonable and prudent DSIC-eligible investments, we disagree with Columbia's position as it pertains to their application. We note that Section 1358 particularly emphasizes a customer protection limitation on the amount that can be recovered as reflected in the 5% DSIC cap. *In this regard, we agree with the OCA's argument that the General Assembly intended that different evidence apply for granting a waiver of the 5% DSIC cap compared to the evidence that is required for the approval of a utility's initial DSIC filing.*

* * *

We concur with the positions of the opposing Parties that if the legislature intended that we use the same standard of approval for both Sections 1353 and 1358, the plain language of Act 11 would have clearly indicated that an approval of the initial DSIC automatically approves the 5% DSIC cap waiver. We also agree with the ALJ's conclusion that more evidence is required for approval of a waiver of the 5% DSIC cap or limit in Section 1358, than is required in Section 1353. Therefore, we find no

² In the Columbia proceedings, the utility argued that the criteria for approving the DSIC were identical to the criteria for approving a DSIC cap waiver, because some of the statutory language is identical. (The words "ensure and maintain adequate, efficient, safe, reliable and reasonable service" appear in §1353(a) for the DSIC and §1358(a) for the DSIC cap waiver.) In this proceeding, the ALJ, with the enthusiastic support of UGI PNG, goes one step further and concludes that a DSIC rate cap waiver should be granted based on the criteria for approving the LTIP (which also includes this same language in §§ 1352(a)(6) and (7)). In effect, the ALJ, with the Company's approval, argues that the Commission would implicitly approve a DSIC cap waiver when it approves the LTIP, even before it has approved a DSIC.

merit in Columbia's argument that the same standard should be applied in approving both the initial DSIC request and the 5% DSIC cap waiver request.

Columbia DSIC Waiver Order, at 48-49 (emphasis added).

The Commission also proffered a series of legal standards in the *Columbia DSIC Waiver Order*. For example, the Commission cited with apparent approval the legal theory advocated by the ALJ in that case:

The gravamen of the ALJ's Recommended Decision focuses on whether Columbia has a need, immediate or other, for the waiver. Nothing in the record convinces us that Columbia has demonstrated a *need* to increase the DSIC cap from 5% to 10% because the current 5% DSIC cap remains sufficient for Columbia to continue to maintain safe and reliable service to all of its customers through the 'timely recovery of the reasonable and prudent costs incurred to repair, improve or replace eligible property,' consistent with Section 1353 of the Code.

Columbia DSIC Waiver Order, at 51-52 (emphasis in original).

In addition to the need analysis, the Commission cited with approval a list of criterion proffered by the ALJ, and expanded upon by the Office of Consumer Advocate ("OCA"):

As noted by the OCA in its Replies to Columbia's Exceptions, the ALJ considered the following criteria in determining whether the necessity standard for waiver was met: (1) the state of Columbia's infrastructure; (2) current and projected pace of replacement; (3) the Company's experience in using the DSIC; (4) evidence regarding future filings; and (5) ability to fund its replacement program without a waiver.

Columbia DSIC Waiver Order, at 52 (citation omitted). The Commission then quoted an eight-point summary of evidence presented by the OCA. *Id.* The Commission concluded:

We agree with the OCA, OSBA and I&E [Bureau of Investigation and Enforcement] that all of the criteria quoted above weigh against the need by Columbia for a waiver of the 5% DSIC cap.

Id.

The Commission then pointed to a legal standard which contemplated “extraordinary circumstances, such as those demonstrated by PGW.” *Columbia DSIC Waiver Order*, at 54. The Commission was referring to *Petition of Philadelphia Gas Works for Waiver of Provisions of Act 11 to Increase the Distribution System Improvement Charge CAP and to Permit Levelization of DSIC Charges*, Docket No. P-2015-2501500 (Order entered January 28, 2016) (*PGW Waiver Petition*).

Significantly, the Commission made two key observations in regards to its “extraordinary circumstances” legal standard. First, the Commission noted:

We emphasize that the facts and circumstances contained in the *PGW Waiver Petition* are not dispositive of whether a waiver is permissible under 66 Pa. C.S. § 1358(a)(1). Each requested waiver must be made on a case-by-case basis after consideration of all the evidence of record.

Columbia DSIC Waiver Order, at 54, footnote 15.

Second, the Commission observed:

[I]n *PGW Waiver Petition*, the Commission made a determination that PGW’s main replacement efforts were unacceptable.

Id., at 56.

It is clear that the Commission’s “extraordinary circumstances” standard presents a high bar to any utility. The position taken by UGI PNG in its Exceptions that mere approval of a modified LTIIP by the Commission and a demonstration that eligible costs exceed the statutory cap is in direct contravention of the *Columbia DSIC Waiver Order* and must be summarily rejected.

In contrast to the UGI PNG position in its Exceptions, the Commission posited another possible legal standard for the granting of a DSIC rate cap waiver, as follows:

[W]e may, in exercising discretion in accordance with Act 11, consider a waiver of the 5% DSIC cap if it will aid in accelerating Columbia's main replacements or reduce the Company's frequency of base rate filings.

Columbia DSIC Waiver Order, at 54 (footnote omitted).

Thus, the Commission suggests that a legal standard may exist where a utility can demonstrate an acceleration of main replacements, or a reduction of base rate case filings, either of which would be materially assisted by a DSIC rate cap waiver.

Finally, the Commission addresses the *Pennsylvania Public Utility Commission v. Aqua Pennsylvania, Inc.*, Docket No. R-2008-2079310 (Order entered July 23, 2009) ("*Aqua*"). See *Columbia DSIC Waiver Order*, at 55. However, the OSBA respectfully observes that the *Aqua* case cannot be a basis of a legal standard for the granting of a waiver under 66 Pa. C.S. § 1358(a)(1). First, *Aqua* is a pre-Act 11 case, and thus provides no precedential or probative value for analyzing a Section 1358 waiver. Second, as the Commission observed, *Aqua* involved the acquisition of "small troubled water companies that would need infrastructure improvements." *Columbia DSIC Waiver Order*, at 55. As such acquisitions are not the business of natural gas utilities across the Commonwealth, this decision does not support the position taken by the Company in its Exceptions.

Consequently, the legal standard for the granting of a DSIC rate cap waiver advanced by ALJ Jones and advocated by the Company in its Exceptions does not comport with the legal standards adopted by the Commission in the *Columbia DSIC Waiver Order*. As set forth above, the OSBA argued for the rejection of the ALJ's legal standard for a number of other reasons. See OSBA Exceptions, at 4-11. Furthermore, UGI PNG failed to address the *Columbia DSIC Waiver Order* in its Exceptions. Consequently, UGI PNG's enthusiasm for the ALJ's legal standard must be disregarded by the Commission.

B. Reply to UGI PNG Exception No. 1: UGI PNG incorrectly claims that it has accelerated system improvements. (UGI PNG Exceptions, at 6, 7, 10, and 11)

The Company is incorrectly using the term “acceleration” in all matters that involved LTIPs, modified LTIPs, and DSIC rate cap waiver cases. The OSBA addressed the ALJ’s use of the term in Exceptions. *See OSBA Exceptions, at 3-4.*

UGI PNG, in its Exceptions, sees “acceleration” everywhere:

The plain language of the RD, and an analysis of the calculation itself, show that the calculation provides the Company with only a fractional return on the investment required by the *accelerated spending* identified in the modified LTIP.

UGI PNG Exceptions, at 6-7 (emphasis added). The Company also stated, as follows:

However, the Company showed that a 7.5% DSIC cap would not be sufficient in light of the *substantial acceleration* under the modified LTIP and that a 10% DSIC cap more appropriately balanced the Company’s interest in remaining economically viable, with a minimal impact on customers’ bills.

UGI PNG Exceptions, at 7 (emphasis added). UGI PNG misused the term in its Exception No. 2, as well:

In conjunction with the *accelerated pace of replacement*, which will inevitably drive the Company over the increased cap, whether it is at 6.89% or 10%, the combination of non-recoverable items will require regular base rate proceedings.

UGI PNG Exceptions, at 10-11 (emphasis added).

Merriam Webster defines accelerate as “to bring about at an earlier time,” “to cause to move faster,” and “to hasten the progress or development of.”³ UGI PNG, when it filed its original LTIP, accelerated the pace of repairing and replacing its distribution system in comparison to the pace the Company demonstrated prior to that point. This acceleration is

³ <https://www.merriam-webster.com/dictionary/accelerate>.

simply part of the Commission's requirements for an LTIIIP. *Final Implementation Order*, Docket No. M-2012-2293611, at 17.

In contrast, UGI PNG's modified LTIIIP shows no such acceleration of pace. The Commission itself emphasized this point:

The UGI Companies' current LTIIIPs planned to remove all cast iron distribution main from their systems in 14 years (by 2027) and all bare steel distribution mains from their systems in 28 years (by 2041). *The UGI Companies are not proposing to change these timelines for the removal of legacy materials.* Instead, UGI is proposing to spend additional capital on projects to improve the reliability of its distribution systems. These projects include increasing system pressures to higher volume demand areas, regulator station improvements and installations, corrosion control and weatherization of facilities, and PennDOT mandated facility relocations.

Petition of UGI Penn Natural Gas, Inc. for Approval of their Modified Long-Term Infrastructure Improvement Plan, Docket No. P-2013-2398835 (Order entered June 30, 2016), at 6 (emphasis added).

Furthermore, an NGDC that is simply spending more money, like UGI PNG, is not automatically "accelerating the pace of replacement" by "accelerated spending." UGI PNG is simply spending more money with no guarantee of reducing leaks or improving public safety.

In addition, the Company makes no effort to link the alleged acceleration with the granting of a DSIC cap waiver. In contrast, the Company has been extremely clear that it will be able to meet the system upgrades contemplated in its modified LTIIIP whether or not the cap waiver is granted. OSBA Statement No. 1, at 7. Because acceleration of infrastructure improvements is a necessary component of the LTIIIP and is not causally linked to a DSIC cap waiver, the Company's Exceptions again try to apply the standard for approving an LTIIIP to the

standard for waiving the DSIC cap. As discussed above, this line of reasoning was rejected by the Commission in the *Columbia DSIC Waiver Order*.

Thus, the OSBA respectfully requests that the Commission recognize that the Company's references to "acceleration" apply only to the increasing pace of system replacements contemplated in the Company's original LTIP, which are not further accelerated in the modified LTIP, and are unrelated to the whether a DSIC cap waiver is granted.

C. Reply to UGI PNG Exception No. 2: The ALJ properly did not recommend the de facto removal of the DSIC rate cap. (UGI PNG Exceptions, at 10)

The OSBA, in its Main Brief, had the foresight to state the following:

The OSBA respectfully submits that the ALJ and the Commission must exercise extreme care when considering waiving the five percent DSIC cap for an investor-owned utility. What is a 10% request today can easily be a 25% request tomorrow; particularly if the Company's very weak proposed standards for granting a waiver are adopted.

OSBA Main Brief, at 20.

In its Exceptions, UGI PNG confirms that its legal view of Section 1358(a)(1) would result in unfettered increases in the DSIC cap. UGI PNG effectively argues for no upper bound both when a DSIC rate cap is waived, but also when the LTIP is approved in the first place:

The General Assembly adopted Act 11 with the intent of assisting utilities in accelerating replacement of infrastructure by allowing recovery of additional capital investments between base rate proceedings. Act 11 has been successful at encouraging gas utilities, such as UGI-CPG, to adopt aggressive long-term accelerated plans that span two or more decades and encompass hundreds of millions of dollars' worth of infrastructure repair and replacement. The current LTIP represents just a small segment of these long-term plans. Without an increase in the DSIC rate cap, the rate cap will limit much needed rate relief for utilities undertaking work that will ensure safe and reliable service for customers. Even if a utility seeks base rate relief, *the accelerated replacement schedule and the constantly aggregating eligible*

plant total required by Act 11 will cause utilities to exceed the DSIC rate cap, whether it is at 5%, 7.5%, or 10%. To make the DSIC fully effective for gas companies undertaking significant long-term plans, an increase in the DSIC rate cap is appropriate, in the same way that the Commission recognized that the DSIC had to be modified for water companies undertaking substantial infrastructure work.

UGI PNG Exceptions, at 10 (emphasis added).

First, the OSBA observes the thinly-veiled threat leveled at the Commission by UGI PNG: “Without an increase in the DSIC rate cap, the rate cap will limit much needed rate relief for utilities undertaking work that will ensure safe and reliable service for customers.” The responsibility for ensuring safe and reliable service falls squarely on UGI PNG and is not shifted to the Commission when a DSIC rate cap waiver is requested. *See* Section 1501 of the Public Utility Code, 66 Pa. C.S. § 1501 (“Every public utility shall furnish and maintain adequate, efficient, safe, and reasonable service and facilities, and shall make all such repairs, changes, alterations, substitutions, extensions, and improvements in or to such service and facilities as shall be necessary or proper for the accommodation, convenience, and safety of its patrons, employees, and the public.”)

Second, the Commission is fully on notice that not even a 10% rate cap will be sufficient if the Company’s legal theory is adopted. Under the UGI PNG logic, the Commission can look forward to a succession of DSIC cap waiver petitions each time a company approaches the new, higher DSIC cap. Moreover, the UGI PNG Exceptions serve as confirmation that automatic granting of DSIC cap waivers would apply not only to the UGI PNG, but to every utility in the Commonwealth that has a DSIC, thereby effectively writing the DSIC cap entirely out of the statute. OSBA Statement No. 1-S, at 2. For that reason, the OSBA concludes that the

Commission was wise in requiring a demonstration of “extraordinary circumstances” to justify a DSIC cap waiver in the *Columbia DSIC Waiver Case*.

D. Reply to I&E Exception No. 1: There is no evidence to support a waiver of the UGI PNG DSIC rate cap. (I&E Exceptions, at 3)

I&E, in its Exceptions, states as follows:

While I&E agrees with the ALJ’s conclusion that the record contains substantial evidence that a DSIC cap increase is warranted, I&E does not agree with the ALJ’s calculation of the recommended 6.89% DSIC cap.

I&E Exceptions, at 3.

The OSBA agrees with I&E that the ALJ’s calculation of a DSIC rate cap should be rejected by the Commission. *See OSBA Exceptions, at 12-13.*

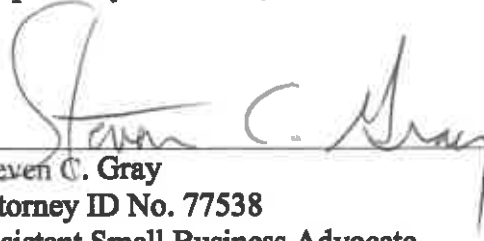
The OSBA respectfully rejects I&E’s assertion that there is substantial evidence to grant a waiver to the DSIC rate cap in this proceeding. Simply put, the risk concerns advanced by I&E in this proceeding are unwarranted, and are not a basis to grant a waiver of UGI PNG’s DSIC rate cap. *See OSBA Main Brief, at 16-19.*

IV. Conclusion

For the reasons set forth herein, as well as the reasons set forth in the OSBA's Exceptions, the OSBA respectfully requests that the Commission:

1. Grant OSBA Exception No. 1;
2. Grant OSBA Exception No. 2;
3. Grant OSBA Exception No. 3;
4. Grant OSBA Exception No. 4;
5. Grant OSBA Exception No. 5;
6. Disregard UGI PNG's improper support of the ALJ's legal standard for the granting of a DSIC rate cap waiver in the "Introduction" section of UGI PNG's Exceptions;
7. Deny UGI PNG Exception No. 1, insofar as it requests a DSIC rate cap waiver;
8. Deny UGI PNG Exception No. 2, insofar as it requests a DSIC rate cap waiver;
9. Deny I&E Exception No. 1, insofar as it requests a DSIC rate cap waiver; and
10. Grant such other relief as may be necessary.

Respectfully submitted,



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Dated: January 11, 2017

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of UGI Penn Natural Gas, Inc. :
for a Waiver of the Distribution System :
Improvement Charge Cap of 5% of :
Billed Distribution Revenues and : **Docket No. P-2016-2537594**
Approval to Increase the Maximum :
Allowable DSIC to 10% of Billed :
Distribution Revenues :

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, via email and US Mail (*unless otherwise indicated*), in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

The Honorable Angela T. Jones
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Date: January 11, 2017

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