

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC TARIFF FILING OF COLUMBIA)	
GAS OF KENTUCKY, INC. TO EXTEND ITS)	CASE NO.
SMALL VOLUME GAS TRANSPORTATION)	2021-00386
SERVICE)	

ORDER

On September 30, 2021, Columbia Gas of Kentucky, Inc. (Columbia Kentucky) submitted a tariff filing through the Commission's electronic Tariff Filing System to continue its Small Volume Gas Transportation Service (SVGTS) tariff and Small Volume Aggregation Service (SVAS) tariff, commonly known collectively as the "CHOICE program," under the program's current terms and conditions, through March 31, 2025. Extension of the CHOICE program was last approved in Case No. 2017-00115¹ and was scheduled to run through March 31, 2022. The September 30, 2021 tariff filing proposed an effective date of April 1, 2022. On October 18, 2021, the Commission issued an Order finding that an investigation was necessary to determine the reasonableness of the proposed tariffs to extend the CHOICE program, and that such investigation should occur through a formal proceeding rather than through the more informal tariff filing process. The Commission issued a procedural schedule attached as an Appendix to the October 18, 2021 Order.

¹ Case No. 2017-00115, *Tariff Filing of Columbia Gas of Kentucky, Inc. to Extend Its Small Volume Gas Transportation Service* (Ky. PSC June 19, 2017).

On December 7, 2021, the Commission issued an Order finding that the procedural schedule should be revised, and that Columbia Kentucky should serve a copy of its tariff filing on all approved CHOICE program marketers. On March 17, 2022, the Commission issued an Order continuing the CHOICE program under its then-existing terms and conditions until a final Order is issued in this proceeding.

Choice program marketers Interstate Gas Supply (IGS) and Constellation New Energy, Gas Division, LLC (CNEG), (collectively, Joint Intervenors); and XOOM Energy Kentucky, LLC (XOOM) sought and were granted intervention. Columbia Kentucky responded to three requests for information from Commission Staff² and two requests for information from XOOM.³ Columbia Kentucky filed direct and rebuttal testimony.⁴ The Joint Intervenors and XOOM collectively filed the direct testimony of James Crist.⁵ Additionally, XOOM filed the direct testimony of Travis Kavulla,⁶ and all intervenors

² Columbia Kentucky's Response to Commission Staff's First Request for Information (Columbia Kentucky's Response to Staff's First Request) (filed Nov. 11, 2021); Columbia Kentucky's Response to Commission Staff's Second Request for Information (Columbia Kentucky's Response to Staff's Second Request) (filed Feb. 18, 2022); and Columbia Kentucky's Response to Commission Staff's Post-Hearing Request for Information (Columbia Kentucky's Response to Staff's Post-Hearing Request) (filed Oct. 21, 2022).

³ Columbia Kentucky's Response to XOOM's First Request for Information (Columbia Kentucky's Response to XOOM's First Request) (filed Feb. 19, 2022), and Columbia Kentucky's Response to XOOM's Second Request for Information (Columbia Kentucky's Response to XOOM's Second Request) (filed Mar. 18, 2022).

⁴ Direct Testimony of Judy Cooper (Cooper Direct Testimony) (filed Jan. 1, 2022) and Rebuttal Testimony of Judy Cooper (Cooper Rebuttal Testimony) (filed Apr. 29, 2022).

⁵ Direct Testimony of James L. Crist on behalf of IGS, CNEG, and XOOM (Crist Direct Testimony) (filed Mar. 25, 2022). Revised Testimony of James Crist (filed Oct. 5, 2022).

⁶ Direct Testimony of Travis Kavulla (Kavulla Direct Testimony) (filed Mar. 25, 2022), Revised Direct Testimony of Travis Kavulla (filed Sep. 26, 2022).

responded to two requests for information from Commission Staff.⁷ On August 26, 2022, the Commission entered an Order incorporating the case record of Case No. 2020-00402,⁸ an investigation into Columbia Kentucky's CHOICE program participation and education efforts, into the record of this proceeding by reference.

On September 22, 2022, the parties filed a Joint Stipulation and Settlement Agreement (Settlement) setting forth, among other things, an agreement that the CHOICE program be extended through March 31, 2030, and that Columbia Kentucky file, on or before September 30, 2029, an application permitting the Commission and stakeholders an opportunity to evaluate the CHOICE program and consider extending it. On September 27, 2022, Columbia Kentucky filed a motion for leave to file testimony in support of the Settlement. The Commission finds that the motion for leave to file testimony should be granted, and that the testimony of Judy Cooper submitted with the motion should be included in the record of this proceeding.

Without filing a motion requesting leave to file testimony, XOOM and the Joint Intervenors also filed testimony in support of the Settlement.⁹ The Commission, on its own motion, finds that this testimony should also be included in the official record of this proceeding, but cautions XOOM, Joint Intervenors, and future similarly situated parties

⁷ XOOM's Response to Commission Staff's First Request for Information (XOOM's Response to Commission Staff's First Request) (filed Apr. 18, 2022); Joint Intervenors Response to Staff's First Request for Information (Joint Intervenors Response to Staff's First Request) (filed Apr. 18, 2022); CNEG's Response to Commission Staff's Post-Hearing Request for Information (filed Oct. 21, 2022), IGS's Response to Commission Staff's Post-Hearing Request for Information (filed Oct 21, 2022); and XOOM's Response to Commission Staff's Post-Hearing Request for Information (filed Oct 21, 2022).

⁸ Case No. 2020-00402, *Electronic Investigation of Columbia Gas of Kentucky, Inc's Filing of Customer Choice Survey Results*, (Ky. PSC Aug. 26, 2022).

⁹ Kavulla Testimony in Support of Settlement (filed Sep. 28, 2022), and Letter Addressing Testimony in Support (filed Sep. 28, 2022).

that any testimony not filed pursuant to a procedural schedule established by the Commission should be accompanied by a motion for leave to file such testimony.

A formal hearing was held on this matter on September 29, 2022. At the hearing the parties expressed a desire to file an addendum to the Settlement,¹⁰ which they filed on November 8, 2022 (Addendum). This matter stands ready for a decision by the Commission.

LEGAL STANDARD

The Commission has exclusive jurisdiction over the regulation of rates and service of utilities in Kentucky.¹¹ Kentucky law provides that a utility may demand, collect and receive fair, just and reasonable rates¹² and that the service it provides must be adequate, efficient and reasonable.¹³ Kentucky law also provides that a utility must file with the Commission schedules of all rates and conditions for service established by it and collected or enforced.¹⁴ KRS 278.190 permits the Commission to investigate any schedule of new rates to determine its reasonableness.

¹⁰ Hearing Video Transcript (HVT) of the September 29, 2022 Hearing at 11:38:35–11:39:21.

¹¹ KRS 278.040(2).

¹² KRS 278.030(1).

¹³ KRS 278.030(2).

¹⁴ KRS 278.160(1).

BACKGROUND

Program History

In 1997 the Commission opened Administrative Case No. 367¹⁵ to provide an organized framework within which issues related to natural gas unbundling and retail competition could be discussed among interested parties. A collaborative forum composed of representatives from utilities, marketers, public interest groups, and the Office of Rate Intervention within the Office of the Attorney General of the Commonwealth of Kentucky (Attorney General) met on four occasions.¹⁶ Additionally, Commission Staff conducted five public meetings around the state in an effort to gauge the interest in, and awareness of customer choice programs. In the July 1, 1998 final Order in Administrative Case No. 367, the Commission articulated the issues that any customer choice program in Kentucky must address in order to adequately protect the public interest. Those issues included: the obligation to serve; supplier of last resort; non-discriminatory access to offered services; codes of conduct for marketers and affiliates of regulated utilities; the prices (rates) for services; and billing of unbundled rates.¹⁷ The Commission also found that a definition of what constitutes a competitive marketplace would be of utmost importance because of the need to determine, on an ongoing basis, that a sufficient number of alternative and unaffiliated suppliers existed.¹⁸

¹⁵ Administrative Case No. 367, *The Establishment of a Collaborative Forum to Discuss the Issues Related to Natural Gas Unbundling and the Introduction of Competition to the Residential Natural Gas Market*, (Ky. PSC Sep. 26, 1997).

¹⁶ Administrative Case No. 367, (Ky. PSC July 1, 1998), final Order.

¹⁷ Administrative Case No. 367, (Ky. PSC July 1, 1998), Order at 2–3.

¹⁸ Administrative Case No. 367, (Ky. PSC July 1, 1998), Order at 3.

Columbia Kentucky is the only natural gas utility to seek Commission approval of a customer choice program available to serve all small volume customers. It has offered the CHOICE program to its customers on a pilot basis since 2000.¹⁹ Although there have been changes to the program, it has continued as a pilot program for over two decades. Under the program, customers using less than 25,000 Mcf annually, and who qualify for Columbia Kentucky's General Service or Intrastate Utility Sales Service rate schedules can choose to purchase their natural gas supply from a marketer rather than from Columbia Kentucky.²⁰ Columbia Kentucky continues to perform the distribution function and remains the supplier of last resort in the event a supplier fails to make its required gas deliveries.

Columbia Kentucky certifies marketers that participate in the program. The certification process involves a determination of credit worthiness and adequate managerial, financial and technical abilities to provide service. Additionally, marketers must abide by a code of conduct, agree to accept assignment of upstream pipeline firm transportation services capacity in an amount equal to the Marketer's Daily Delivery Requirement as set forth in Columbia Kentucky's tariff, and agree to flow gas in

¹⁹ Case No. 1999-00165, *The Tariff Filing of Columbia Gas of Kentucky, Inc. to Implement a Small Volume Gas Transportation Service, to Continue Its Gas Cost Incentive Mechanisms, and to Continue Its Customer Assistance Program* (Ky. PSC Jan. 27, 2000), Order at 27.

²⁰ Columbia Kentucky's Current Tariff, *General Service and General Propane Service Sales Service Rate Schedules*, Ninth Revised Sheet No. 11. The General Service rate schedule offers firm natural gas sales service to residential, commercial and industrial customers. Columbia Kentucky's Current Tariff, *Intrastate Utility Sales Service Rate Schedule*, Eleventh Revised Sheet No. 22. The Intrastate Utility Sales Service is available for intrastate utilities purchasing natural gas for resale for consumption solely within Kentucky.

accordance with the Marketer Daily Delivery Requirement.²¹ Marketers pay Columbia Kentucky \$0.05 per Mcf for CHOICE program volumes.²² This charge was put in place to cover any stranded costs and costs such as Columbia Kentucky's education efforts that are specific to the CHOICE program.²³ Columbia Kentucky performs monthly billing on behalf of marketers, for which it collects \$0.20 per customer bill.²⁴ Columbia Kentucky then remits 98 percent of collected revenues to marketers, retaining two percent as compensation for the risks inherent in collecting the gas commodity cost from participating CHOICE customers.²⁵

Columbia Kentucky reported that as of February 19, 2022, there were nine approved marketers in the program, but at the time of the hearing in this matter the number of marketers offering products to Columbia Kentucky's customers had fallen to four.²⁶ As of December 2021, Columbia Kentucky reported that 14,267 residential customers and 2,615 commercial customers participate in the CHOICE program.²⁷ This

²¹ Columbia Kentucky's Current Tariff, *Small Volume Aggregation Service Rate Schedule*, Seventh Revised Sheet No. 33. See also: Columbia Kentucky's Current Tariff, *General Terms, Conditions, Rule and Regulations Applicable to Small Volume Aggregation Service Rate Schedule Only*, First Revised Sheet No. 37- 37f.

²² Columbia Kentucky's Current Tariff, *Small Volume Aggregation Service Rate Schedule*, Second Revised Sheet No. 34.

²³ See Case No. 1999-00165, *The Tariff Filing of Columbia Gas of Kentucky, Inc. to Implement a Small Volume Gas Transportation Service, to Continue Its Gas Cost Incentive Mechanisms, and to Continue Its Customer Assistance Program* (Ky. PSC Jan. 27, 2000) final Order at 5.

²⁴ Columbia Kentucky's Current Tariff, *General Terms, Conditions, Rules and Regulations, Applicable to Small Volume Aggregation Service Rate Schedule Only*, First Revised Sheet No. 37f.

²⁵ Columbia's Kentucky Current Tariff, *General Terms, Conditions, Rules and Regulations, Applicable to Small Volume Aggregation Service Rate Schedule Only*, First Revised Sheet No. 37f.

²⁶ Columbia Kentucky's Response to XOOM's First Request, Item 3, and Item 4, Attachment A. See also: HVT of the September 29, 2022 Hearing at 09:18:00 through 09:19:59. As of the September 29, 2022 hearing there were only four marketers with products available to Columbia Kentucky's customers.

²⁷ Columbia Kentucky's Response to XOOM's First Request, Item 3, and Item 4, Attachment A.

represents 11 percent of Columbia Kentucky's residential customers and 18 percent of its commercial customers.²⁸ Columbia Kentucky reported that in 2022 the CHOICE program had the lowest number of customer participants of any year of the program's existence.²⁹ As of April 30, 2022, customer participation in the program had fallen to 13,213 residential customers and 2,113 commercial customers.³⁰

Joint Stipulation and Settlement Agreement

The Settlement filed by the parties on September 22, 2022, contained the following provisions:

CHOICE Program Extension. The parties agreed that Columbia Kentucky's CHOICE program would be extended through March 31, 2030. Columbia Kentucky agreed to file, on or before September 30, 2029, an application to allow the Commission and stakeholders to evaluate and consider extending the CHOICE program and accompanying tariffs.

Green Gas/Carbon Neutral Products Reporting. The parties agreed that the marketers participating in the CHOICE program would report annually by March 1 to Columbia Kentucky the green gas/carbon neutral products they are offering. The report will also identify each marketer's total greenhouse gas reduction associated with retail natural gas products in Columbia Kentucky's service territory during the preceding calendar year.

²⁸ Columbia Kentucky's Response to XOOM's First Request, Item 4, Attachment A.

²⁹ Columbia Kentucky's Response to Staff's Post-Hearing Request, Item 2 (filed Oct. 21, 2022).

³⁰ Case No. 2017-00115, Post-Case Correspondence File, *Columbia Gas of Kentucky, Inc. Customer CHOICE Program 2022 Annual Report* (filed June 1, 2022).

Gas Choice Working Group. The parties agreed that a Gas Choice Working Group (GCWG) would be created and comprised of interested stakeholders to review the CHOICE program performance, and foster continued dialogue on matters of consumer protections, education, and customer participation. The parties further agreed that the GCWG would hold its first meeting within 90 days of the entry of the final order in this case, and that the GCWG would meet at least biannually.³¹

Effect of Non-Approval. The parties agreed that if the Commission does not accept and approve the Settlement in its entirety or imposes any additional conditions or requirements upon the parties, then: (a) any party may elect, in writing docketed in this proceeding, within ten days of the Commission's Order, that the Settlement is void and withdrawn by the parties from further consideration by the Commission and neither party shall be bound by any of the provisions; and (b) each party shall have the right, within 20 days of the Commission's Order, to file a petition for rehearing, including a notice of termination of and withdrawal from the Settlement; and, (c) in the event of such termination and withdrawal of the Settlement, neither the terms of this Settlement nor any matters raised during the settlement negotiations will be binding on any of the signatory parties to the Settlement or be construed against any of the signatory parties. Should the Settlement be voided or vacated for any reason after the Commission has approved the Settlement and thereafter any implementation of the terms of the Settlement has been made, then the parties agree to be returned to the status quo existing at the time immediately prior to the execution of the Settlement.

³¹ HVT of the September 29, 2022 Hearing at 09:35:22–09:35:44. Columbia Kentucky witness, Judy Cooper clarified that “biannually” means two times a year.

Addendum to the Joint Stipulation and Settlement Agreement

On November 8, 2022, the parties filed an addendum to the Settlement. The following clarifications and amendments were included in the Addendum:

Clarification of Intent. The parties agreed that the intent of the Settlement was to extend the current Choice program until March 31, 2030, and then to convene a Commission proceeding to evaluate and consider extending the CHOICE program. In the interim, the GCWG would be created as a collaborative forum to discuss measures to increase customer participation, enhance the customer experience, address consumer protection issues, and improve operational efficiency in the Choice program. Columbia Kentucky may initiate a proceeding at the Commission at any time during this extension to consider extending the CHOICE program. With the exception of this filing, no filing with respect to the CHOICE program, made by a party to the Settlement will involve the term of the CHOICE program extension.

The parties agreed that the Settlement does not prevent any person or entity from filing a complaint regarding issues related to the CHOICE program.

GCWG Procedural Rules. The parties agreed the following rules will govern the work of the GCWG:

- The GCWG will meet at least biannually, but may meet as often as required if additional meetings are deemed necessary. The GCWG may empanel subcommittees.
- Columbia Kentucky will provide at least 7 calendar days' notice of meetings to participants. Email notice is sufficient, and the notice will include a proposed meeting agenda.
- Members of the GCWG will include, but not be limited to all parties to the Settlement. Other marketers in the CHOICE program, Commission Staff, and the Attorney General will be invited to participate. Additional stakeholders may contact Columbia Kentucky regarding participation.

- Participants may propose deletions or additions to a meeting agenda by emailing the GCWG before the meeting begins. Participants will employ reasonable efforts to discuss all proposed deletions or additions in advance of the meeting to arrive upon an agenda.
- Participants may attend GCWG meetings virtually or in-person. Columbia Kentucky will arrange for virtual participation.
- The GCWG will strive for consensus on all matters. In the event consensus may not be attainable, the GCWG may call for an indicative vote on any topic. Each entity represented on the GCWG has one vote. An entity's vote on a particular topic will only be used to determine the position of members of the GCWG on a particular issue and shall not limit the member from taking a different position on the matter at a later date. The voting of the GCWG is informational. Columbia Kentucky will not be required to change its CHOICE program or make any filings at the Commission as a result of any particular vote.
- Columbia Kentucky will take minutes of each meeting, email the minutes to participants within 30 days after each meeting, and maintain the minutes for the life of the Choice program. Any meeting participant may request revisions to the minutes. The minutes shall include:
 1. The date and time the meeting convened;
 2. Name and party represented for all attendees;
 3. A summary of the discussion of each agenda;
 4. The outcome of any votes taken;
 5. A description of post-meeting action items of each participant, if applicable;
 6. The date and time for the next meeting; and
 7. The date and time the meeting adjourned.

No Request for Additional Hearing. The parties agreed that an additional evidentiary hearing was not necessary to resolve this matter.

DISCUSSION AND FINDINGS

Columbia Kentucky and its ratepayers are not economically indifferent to the level of participation in the CHOICE program. CHOICE program participants do not participate in the Gas Cost Adjustment (GCA), which is based on Columbia Kentucky's sales volumes and capacity reservations to serve its sales customers and includes the

Performance Based Rate (PBR) Adjustment.³² The PBR mechanism allows Columbia Kentucky to recover from its customers a portion of calculated savings if gas costs are lower than defined benchmarks and to return to its customers a portion of calculated losses if gas costs exceed the benchmarks.³³ In Case No. 2020-00378, the Commission revised the PBR mechanism to reduce the savings shared with Columbia Kentucky through the mechanism;³⁴ however, the remaining shared savings would be impacted by reductions in sales and demand from full-requirements customers. Additionally, Columbia Kentucky's costs to administer the CHOICE program are not tracked and the revenues it receives from marketers are not based on standard ratemaking methodologies. In order to determine whether the CHOICE program should be extended or expanded, the Commission must have a reasonable understanding of the impact to Columbia Kentucky's customers and the financial health of Columbia Kentucky.

The Commission finds that Columbia Kentucky shall develop a method to track its costs to administer the CHOICE program and to provide an accounting of those costs and all collections from marketers in its annual CHOICE program reports. The \$0.05 per Mcf charge for volumes sold by marketers and the \$0.20 per customer monthly billing charge have remained unchanged since the inception of the CHOICE program, and the 2 percent of CHOICE customer revenues retained by Columbia Kentucky is little changed

³² Columbia's Kentucky Current Tariff, *Gas Cost Adjustment Clause*, Sixth Revised Sheet No.48 and Ninth Revised Sheet No. 50. CHOICE program participants are billed the true-up components of the GCA only for those months of the prior twelve months during which they were served under a sales service tariff.

³³ Case No. 2020-00378, *Electronic Application of Columbia Gas of Kentucky, Inc. to Extend Its Gas Cost Incentive Adjustment Performance Based Rate Making Mechanism* (Ky. PSC June 6, 2022), Order at 6.

³⁴ Case No. 2020-00378, (Ky. PSC June 6, 2022), Order at 10.

from the original 2.5 percent approved in 2000. The Commission recognizes that it is in Columbia Kentucky's and its sales customers' interests to cover all CHOICE-related costs and risk of cost shifts through the collections from marketers. The Commission must also ensure, however, that the charges to marketers are fair, just and reasonable, and that they do not contribute unreasonably to Columbia Kentucky's profits. The Commission anticipates the application Columbia Kentucky will file in 2029 will address these issues.

Settlement Modifications

Having reviewed the record and being otherwise sufficiently advised, the Commission finds that the terms of the Settlement, along with the clarifications and terms of the Addendum should be approved with the modifications discussed below.

Frequency of GCWG Meetings. First, the Commission clarifies that the GCWG will meet at least twice a year but may meet more often. At the formal hearing Columbia Kentucky witness, Judy Copper, testified that it was her belief that the parties understood "biannually" to mean twice a year, and that it was the intent of the parties to agree to meeting twice a year.³⁵ Therefore, the Commission finds that the GCWG shall meet twice a year, at minimum.

Notice of GCWG Meetings. Because the Commission desires the GCWG to be a truly collaborative forum comprised of stakeholders working together to maximize the benefit to customers of the CHOICE program, the Commission finds that providing two weeks' notice of any GCWG meeting is necessary. Seven calendar days is insufficient time for participants to arrange attendance, even virtual attendance, at a meeting. Two weeks' notice in advance of a meeting will help foster attendance, which is vital to building

³⁵ HVT of the September 29, 2022 Hearing at 09:35:22–09:35:44.

a successful working group. Further, the Commission finds that Commission Staff shall receive two weeks' notice of GCWG meetings and be provided the option of virtual attendance.

Agendas. It is of great concern to the Commission that every stakeholder have an opportunity to bring issues forward for discussion at GCWG meetings, regardless of the items included on the agenda for a particular meeting. The Commission is not suggesting that GCWG meetings lack structure or order. However, the Commission does not wish for an established agenda to be used as a tool to limit discussion. Therefore, the Commission finds that any item proposed as an agenda item for a particular meeting, but not included on the agenda for that meeting, shall be included on the agenda for the following meeting unless the proposal is withdrawn. Additionally, given the possible length of time between meetings, which at this point are unscheduled, the Commission encourages the GCWG to provide an opportunity at each meeting for participants to introduce issues of concern, whether or not such issues appear on the agenda. This practice may bring important topics forward in the GCWG and permit the participants to consider the need for gathering additional information or scheduling a meeting for the purpose of exploring the issue further.

Additionally, the Commission finds that the GCWG must operate in good faith and any attempt to obfuscate the purpose of the group may result in an investigation proceeding.

GCWG meeting minutes. The Commission finds that upon acceptance of the meeting minutes by the GCWG participants, Columbia Kentucky shall file the minutes into the post-case correspondence file in this proceeding.

Anticipated Filing in 2029. The Settlement states that Columbia Kentucky will file an “application” with the Commission on or before September 30, 2029, to allow the Commission and stakeholders to consider extending the CHOICE program and the accompanying tariffs. The Addendum states that Columbia Kentucky agrees to “convene a Commission proceeding.” The Commission finds that on or before September 30, 2029, Columbia Kentucky shall file an application with the Commission regarding the CHOICE program, and not merely an electronic tariff filing, as has been done in the past. The Commission expects the application to clearly set forth Columbia Kentucky’s proposal concerning the CHOICE program and to include supportive testimony and documentation of the facts Columbia Kentucky relied upon in developing the proposal.

IT IS THEREFORE ORDERED that:

1. Columbia Kentucky’s motion for leave to file testimony in support of the Settlement is granted.
2. The testimony of Judy Cooper filed September 27, 2022, is admitted into the record of this proceeding.
3. The testimony of Travis Kavulla filed September 28, 2022, is admitted into the record of this proceeding.
4. The Settlement and the Addendum, attached to this Order as Appendix A and Appendix B respectively, are accepted with the modifications as set forth in this Order.
5. Columbia Kentucky shall continue to file CHOICE program annual reports on or before June 1st of each year; these reports shall be filed into the post-case correspondence file of this proceeding.

6. This case is closed and removed from the Commission's docket.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PUBLIC SERVICE COMMISSION


Chairman


Vice Chairman


Commissioner



ATTEST:


Executive Director

APPENDIX A

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE
COMMISSION IN CASE NO. 2021-00386 DATED MAR 28 2023

SEVENTEEN PAGES TO FOLLOW

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC TARIFF FILING OF COLUMBIA GAS OF)	
KENTUCKY, INC. TO EXTEND ITS SMALL VOLUME)	CASE NO.
GAS TRANSPORTATION SERVICE)	2021-00386

**JOINT STIPULATION AND
SETTLEMENT AGREEMENT**

On September 30, 2021, Columbia Gas of Kentucky, Inc. (“Columbia”) tendered a tariff filing through the Commission’s electronic Tariff Filing System to continue its Small Gas Transportation Service tariff and Small Volume Aggregation Service tariff, commonly known collectively as the “CHOICE program,” under the program’s current terms and conditions, through March 31, 2025. On October 18, 2021, the Commission initiated the above-styled case to investigate the reasonableness of Columbia’s proposed tariffs to extend the CHOICE program. Motions for intervention by Interstate Gas Supply, Inc. (“IGS”) and Constellation New Energy- Gas Division, LLC (“CNEG”) were granted by the Commission on January 13, 2022. The motion for intervention of Xoom Energy Kentucky, LLC (“Xoom”) was granted by the Commission on January 25, 2022. Columbia, IGS, CNEG and Xoom are collectively referred to herein as the “Parties.” Each of the Parties have filed testimony supporting their respective positions relating to

Columbia's CHOICE program tariff. The Parties and the Commission Staff have also engaged in substantial discovery of the Parties' respective positions by issuing numerous information requests to which the Parties have responded.

The Parties, representing diverse interests and viewpoints, have reached a complete settlement of all the issues raised in this proceeding and have executed this Joint Stipulation and Settlement Agreement ("Stipulation") for purposes of documenting and submitting their agreement to the Commission for consideration and approval. It is the intent and purpose of the Parties to express their agreement on a mutually satisfactory resolution of all issues in the instant proceeding.

The Parties understand that this Stipulation is not binding upon the Commission, but believe it is entitled to careful consideration by the Commission. The Parties agree that this Stipulation, viewed in its entirety, constitutes a reasonable resolution of all issues in this proceeding. The Parties request that the Commission issue an Order approving this Stipulation in its entirety and without modification. The request is based upon the belief that the Parties' participation in settlement negotiations and the materials on file with the Commission adequately support this Stipulation. Adoption of this Stipulation in its entirety will eliminate the need for the Commission and the Parties to expend significant resources in litigation of this proceeding and will eliminate the possibility of, and any need for, rehearing or appeals of the Commission's final Order herein.

NOW, THEREFORE, for and in consideration of the mutual premises set forth above and the terms and conditions set forth herein, the Parties agree as follows:

1. CHOICE program extension: The Parties agree that Columbia's CHOICE program will be extended through March 31, 2030. On or before September 30, 2029, Columbia shall file an application to allow the Commission and stakeholders to evaluate and consider extending the CHOICE program and accompanying tariffs. The CHOICE program shall be extended for the duration of such case until the Commission issues an Order on Columbia's Application.

2. Green gas/carbon neutral products reporting: The Parties agree that the suppliers participating in the CHOICE program shall report annually by March 1 to Columbia their green gas/carbon neutral products they are offering. The report shall identify each supplier's total green house gas reduction associated with retail natural gas products in Columbia's service territory during the preceding calendar year.

3. Gas Choice Working Group: The Parties agree that a Gas Choice Working Group ("GCWG") will be created and comprised of interested stakeholders to review the CHOICE program performance, and foster continued dialogue on matters of consumer protections, education and customer participation. The GCWG will hold its first meeting within ninety (90) days of the entry of the final order in this case. The GCWG will meet at least biannually.

4. Columbia's CHOICE tariff amendment: Columbia's proposed tariff shall be amended as shown in Attachment 1 hereto. The only change from the proposed tariff is the expiration date will be changed to March 31, 2030.

5. Filing of Stipulation: Following the execution of this Stipulation, the Parties shall cause the Stipulation to be filed with the Commission with a request to the Commission for consideration and approval of this Stipulation.

6. Commission Approval: The Parties to this Stipulation shall act in good faith and use their best efforts to recommend to the Commission that this Stipulation be accepted and approved. The signatory Parties agree that an evidentiary hearing is not necessary to resolve this matter. However, in the event there is an evidentiary hearing, each Party hereto waives all cross-examination of the witnesses of the other Party hereto except in support of the Stipulation or unless the Commission fails to adopt this Stipulation in its entirety. Each Party further stipulates and recommends that the Application, direct testimony, rebuttal testimony, pleadings and responses to data requests filed in this proceeding be admitted into the record. The Parties further agree and intend to support the reasonableness of this Stipulation before the Commission, and to cause their counsel to do the same in this proceeding and in any appeal from the Commission's adoption and/or enforcement of this Stipulation. If the Commission issues an order adopting this Stipulation in its entirety, each of the Parties hereto agrees that it

shall file neither an application for rehearing with the Commission, nor an appeal to the Franklin County Circuit Court with respect to such order.

7. Effect of Non-Approval: If the Commission does not accept and approve this Stipulation in its entirety or imposes any additional conditions or requirements upon the signatory Parties, then: (a) any Party may elect, in writing docketed in this proceeding, within ten (10) days of such Commission Order, that this Stipulation shall be void and withdrawn by the Parties hereto from further consideration by the Commission and neither Party shall be bound by any of the provisions herein; and (b) each Party shall have the right, within twenty (20) days of the Commission's Order, to file a petition for rehearing, including a notice of termination of and withdrawal from the Stipulation; and, (c) in the event of such termination and withdrawal of the Stipulation, neither the terms of this Stipulation nor any matters raised during the settlement negotiations shall be binding on any of the signatory Parties to this Stipulation or be construed against any of the signatory Parties. Should the Stipulation be voided or vacated for any reason after the Commission has approved the Stipulation and thereafter any implementation of the terms of the Stipulation has been made, then the Parties shall be returned to the *status quo* existing at the time immediately prior to the execution of this Stipulation.

8. Successors and Assigns: This Stipulation shall inure to the benefit of and be binding upon the Parties hereto, their successors and assigns.

9. Complete Agreement: This Stipulation constitutes the complete agreement and understanding among the Parties hereto, and any and all oral statements, representations or agreements made prior hereto or contained contemporaneously herewith shall be null and void and shall be deemed to have been merged into this Stipulation.

10. Implementation of Stipulation: The Stipulating Parties agree that this Stipulation represents a compromise for purposes of settlement of this case and for resolution of issues raised by the Stipulating Parties in this proceeding. None of the signatories to this Stipulation necessarily agree with the treatment of any particular item, any procedure followed, or the resolution of any particular issue in agreeing to this Stipulation other than specified herein, except that the Stipulating Parties agree that the resolution of the issues herein, taken as a whole, and the disposition of all other matters set forth in the Stipulation, are in the public interest. This Stipulation is conditioned upon and subject to acceptance by the Commission and is non-severable and of no force or effect and may not be used for any other purpose unless accepted in its entirety by the Commission.

11. Admissibility and Non-Precedential Effect: Neither the Stipulation nor any of the terms set forth herein shall be admissible in any court or administrative agency, including the Commission, except insofar as such court or agency is addressing litigation

arising out of the implementation of the terms herein or the approval of this Stipulation. This Stipulation shall not have any precedential value in this or any other jurisdiction.

12. Change of Law: Should a change of law, regulation or an Order of any judicial or regulatory entity having jurisdiction over Columbia create a conflict with any provision contained herein, or if any such change creates a conflict with any operation of the CHOICE program, the signatory Parties agree that Columbia may amend its program as required to resolve such conflict.

13. Authorizations: The signatories hereto warrant that they have informed, advised, and consulted with the respective Parties hereto in regard to the contents of this Stipulation, and based upon the foregoing, are authorized to execute this Stipulation on behalf of the Parties hereto.

14. Commission Approval: This Stipulation is subject to the acceptance of and approval by the Commission.

15. Interpretation of Stipulation: This Stipulation is a product of negotiation among all Parties hereto, and no provision of this Stipulation shall be strictly construed in favor of or against any Party.

16. Counterparts: This Stipulation may be executed in multiple counterparts.

IN WITNESS WHEREOF, this Stipulation has been agreed to and is effective as of this 22nd day of September, 2022. By affixing their signatures below, the undersigned

Parties respectfully request the Commission to issues its Order approving and adopting this Stipulation.

COLUMBIA GAS OF KENTUCKY, INC.

BY: Kimra H. Cole
Kimra H. Cole
President and Chief Operating Officer

INTERSTATE GAS SUPPLY, INC.

BY: _____

TITLE: _____

CONSTELLATION NEW ENERGY – GAS DIVISION, INC.

BY: _____

TITLE: _____

XOOM ENERGY KENTUCKY, LLC

BY: _____

TITLE: _____

Parties respectfully request the Commission to issues its Order approving and adopting this Stipulation.

COLUMBIA GAS OF KENTUCKY, INC.

BY: _____
Kimra H. Cole
President and Chief Operating Officer

INTERSTATE GAS SUPPLY, INC.

BY: Matt Malone
TITLE: Counsel for IGS, Inc

CONSTELLATION NEW ENERGY – GAS DIVISION, LLC

BY: Matt Malone
TITLE: Counsel for CNEG, LLC

XOOM ENERGY KENTUCKY, LLC

BY: _____
TITLE: _____

Parties respectfully request the Commission to issues its Order approving and adopting this Stipulation.

COLUMBIA GAS OF KENTUCKY, INC.

BY: _____
Kimra H. Cole
President and Chief Operating Officer

INTERSTATE GAS SUPPLY, INC.

BY: _____
TITLE: _____

CONSTELLATION NEW ENERGY – GAS DIVISION, INC.

BY: _____
TITLE: _____

XOOM ENERGY KENTUCKY, LLC

BY: Gregory T. Daulton
TITLE: Consol for Xoom Energy

ATTACHMENT 1
Revised Tariff Sheets

**SMALL VOLUME GAS TRANSPORTATION SERVICE
(SVGTS)
RATE SCHEDULE**

APPLICABILITY

Entire service territory of Columbia Gas of Kentucky through March 31, 2030. See Sheet No. 8 for a list of communities.

N

AVAILABILITY

Available to any customer that meets the following requirements:

- (1) Customer must be part of a Marketer's Aggregation Pool as the term is defined herein, and
 - (a) The Aggregation Pool consists of either: (1) a minimum of 100 customers; or (2) a customer or group of customers with a minimum annual throughput of 10,000 Mcf. The Aggregation Pool must be served by a single Marketer approved by Columbia; and the Marketer must have executed a Small Volume Aggregation Service agreement with Columbia; and,
 - (b) The Marketer must have acquired, or agreed to acquire, an adequate supply of natural gas of quality acceptable to Columbia, including allowances for (1) retention required by applicable upstream transporters; and (2) lost and unaccounted-for gas to be retained by Columbia. The Marketer must also have made, or have caused to be made, arrangements by which gas supply can be transported directly to specified receipt points on Columbia's distribution system; and,
- (2) Customer has normal annual requirements of less than 25,000 Mcf at any delivery point, and
- (3) Customer is currently a customer under the GS, IN6 or IUS Rate Schedule or in the case of a new customer would be considered a GS customer.

DATE OF ISSUE	September 22, 2022
DATE EFFECTIVE	October 22, 2022
ISSUED BY	/s/ Kimra H. Cole
TITLE	President & Chief Operating Officer

**SMALL VOLUME GAS TRANSPORTATION SERVICE
(SVGTS)
RATE SCHEDULE**

APPLICABILITY

Entire service territory of Columbia Gas of Kentucky through March 31, ~~2022~~2030. See Sheet No. 8 for a list of communities.

AVAILABILITY

Available to any customer that meets the following requirements:

- (1) Customer must be part of a Marketer's Aggregation Pool as the term is defined herein, and
 - (a) The Aggregation Pool consists of either: (1) a minimum of 100 customers; or (2) a customer or group of customers with a minimum annual throughput of 10,000 Mcf. The Aggregation Pool must be served by a single Marketer approved by Columbia; and the Marketer must have executed a Small Volume Aggregation Service agreement with Columbia; and,
 - (b) The Marketer must have acquired, or agreed to acquire, an adequate supply of natural gas of quality acceptable to Columbia, including allowances for (1) retention required by applicable upstream transporters; and (2) lost and unaccounted-for gas to be retained by Columbia. The Marketer must also have made, or have caused to be made, arrangements by which gas supply can be transported directly to specified receipt points on Columbia's distribution system; and,
- (2) Customer has normal annual requirements of less than 25,000 Mcf at any delivery point, and
- (3) Customer is currently a customer under the GS, IN6 or IUS Rate Schedule or in the case of a new customer would be considered a GS customer.

DATE OF ISSUE	July 11, 2017 September 22, 2022
DATE EFFECTIVE	April 1, 2017 October 22, 2022
ISSUED BY	/s/ Herbert A. Miller, Jr. Kimra H. Cole
TITLE	President & Chief Operating Officer

~~Issued pursuant to an Order of the Public Service Commission
in Case No. 2017-00115 dated June 19, 2017~~

**SMALL VOLUME AGGREGATION SERVICE
(SVAS)
RATE SCHEDULE**

APPLICABILITY

Entire service territory of Columbia Gas of Kentucky through March 31, 2030. See Sheet No. 8 for a list of communities.

AVAILABILITY

Available to Marketers certified to deliver natural gas, on a firm basis, to the Company's city gates on behalf of customers receiving transportation service under Columbia's Small Volume Transportation Service Rate Schedule provided Marketer has an Aggregation Pool consisting of either: (a) a minimum of 100 customers; or (b) a customer or a group of customers with a minimum annual throughput of 10,000 Mcf. Service hereunder allows Marketers to deliver to Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the requirements of customers participating in Columbia's small volume transportation service program.

MARKETER CERTIFICATION

Marketers will be certified by Columbia to offer supply of natural gas to customers choosing service under Rate Schedule SVGTS provided they meet the following requirements:

1. Satisfactory determination of adequate managerial, financial and technical abilities to provide the service Marketer intends to offer;
2. Satisfactory completion of a determination of credit worthiness by Columbia;
3. Execution of a contract with Columbia for Small Volume Aggregation Service;
4. Marketer agrees to accept assignment of upstream pipeline firm transportation services capacity (FTS) in an amount equal to the Marketer's Daily Delivery Requirement as defined herein;
5. Marketer agrees to abide by the Code of Conduct as set forth herein; Columbia agrees to abide by the Standards of Conduct as set forth herein;
6. Marketer agrees to flow gas in accordance with the Marketer's Daily Delivery Requirement provided by Columbia.

AGGREGATION POOL

Marketers will be required to establish at least one Aggregation Pool for aggregation purposes.

DATE OF ISSUE	September 22, 2022
DATE EFFECTIVE	October 22, 2022
ISSUED BY	/s/ Kimra H. Cole.
TITLE	President & Chief Operating Officer

**SMALL VOLUME AGGREGATION SERVICE
(SVAS)
RATE SCHEDULE**

APPLICABILITY

Entire service territory of Columbia Gas of Kentucky through March 31, ~~2022~~2030. See Sheet No. 8 for a list of communities.

AVAILABILITY

Available to Marketers certified to deliver natural gas, on a firm basis, to the Company's city gates on behalf of customers receiving transportation service under Columbia's Small Volume Transportation Service Rate Schedule provided Marketer has an Aggregation Pool consisting of either: (a) a minimum of 100 customers; or (b) a customer or a group of customers with a minimum annual throughput of 10,000 Mcf. Service hereunder allows Marketers to deliver to Company, on an aggregated basis, those natural gas supplies that are needed to satisfy the requirements of customers participating in Columbia's small volume transportation service program.

MARKETER CERTIFICATION

Marketers will be certified by Columbia to offer supply of natural gas to customers choosing service under Rate Schedule SVGTS provided they meet the following requirements:

1. Satisfactory determination of adequate managerial, financial and technical abilities to provide the service Marketer intends to offer;
2. Satisfactory completion of a determination of credit worthiness by Columbia;
3. Execution of a contract with Columbia for Small Volume Aggregation Service;
4. Marketer agrees to accept assignment of upstream pipeline firm transportation services capacity (FTS) in an amount equal to the Marketer's Daily Delivery Requirement as defined herein;
5. Marketer agrees to abide by the Code of Conduct as set forth herein; Columbia agrees to abide by the Standards of Conduct as set forth herein;
6. Marketer agrees to flow gas in accordance with the Marketer's Daily Delivery Requirement provided by Columbia.

AGGREGATION POOL

Marketers will be required to establish at least one Aggregation Pool for aggregation purposes.

DATE OF ISSUE	July 11, 2017 September <u>22</u> , 2022
DATE EFFECTIVE	April 1, 2017 <u>October 22, 2022</u>
ISSUED BY	/s/ Herbert A. Miller, Jr <u>Kimra H. Cole</u> .
TITLE	President <u>& Chief Operating Officer</u>

~~Issued pursuant to an Order of the Public Service Commission in Case No. 2017-00115 dated June 19, 2017.~~

**SMALL VOLUME AGGREGATION SERVICE
(SVAS)
RATE SCHEDULE (Continued)**

SCHEDULING DELIVERIES

Marketers must schedule all daily deliveries using the Company's nomination web site.

ANNUAL IMBALANCE RECONCILIATION

Once each year Columbia will reconcile each Marketer's imbalance that has accumulated since the prior reconciliation by determining the difference between: (1) the Marketer's deliveries to Columbia during the reconciliation period, adjusted for Btu value and Company Use and Unaccounted For gas; and, (2) the actual consumption of the Marketer's Aggregation Pool, inclusive of all adjustments applicable to the reconciliation period.

If the reconciliation shows that the Marketer delivered more than what was consumed during the period, then Columbia will pay the Marketer for the excess deliveries. If the reconciliation shows that the Marketer delivered less than what was consumed during the period, then the Marketer will pay Columbia for the under deliveries. Columbia will perform the reconciliation, including associated payment or billing, in the month following the end of the reconciliation period.

The price to be paid for gas to resolve any such imbalance will be the average price during the reconciliation period reported in PLATTS *Inside FERC's Gas Market Report* in the monthly report titled "Prices of Spot Gas Delivered to Pipelines," under the column heading "Index" for "Columbia Gas Transmission Corp., Appalachia", adjusted for Columbia Gas Transmission Corporation's FTS Retainage and commodity charges.

The first reconciliation period shall be the eight-month period ending March 31, 2005. The second reconciliation period shall be the sixteen-month period ending July 31, 2006. Thereafter, the reconciliation period shall end on July 31 of each year, except that, should the effective date of this tariff not continue past March 31, 2030, the final reconciliation period will be an eight-month period ending on March 31, 2030.

N

DATE OF ISSUE	September 22, 2022
DATE EFFECTIVE	October 22, 2022
ISSUED BY	/s/Kimra H. Cole
TITLE	President & Chief Operating Officer

COLUMBIA GAS OF KENTUCKY, INC.

GAS TARIFF
PSC KY NO. 5
~~SIXTH SEVENTH~~ REVISED SHEET NO. 36
CANCELLING PSC KY NO. 5
~~FIFTH SIXTH~~ REVISED SHEET NO. 36

Formatted: Tab stops: 3.45", Left

**SMALL VOLUME AGGREGATION SERVICE
(SVAS)
RATE SCHEDULE (Continued)**

±
±

SCHEDULING DELIVERIES

Marketers must schedule all daily deliveries using the Company's nomination web site.

ANNUAL IMBALANCE RECONCILIATION

Once each year Columbia will reconcile each Marketer's imbalance that has accumulated since the prior reconciliation by determining the difference between: (1) the Marketer's deliveries to Columbia during the reconciliation period, adjusted for Btu value and Company Use and Unaccounted For gas; and, (2) the actual consumption of the Marketer's Aggregation Pool, inclusive of all adjustments applicable to the reconciliation period.

If the reconciliation shows that the Marketer delivered more than what was consumed during the period, then Columbia will pay the Marketer for the excess deliveries. If the reconciliation shows that the Marketer delivered less than what was consumed during the period, then the Marketer will pay Columbia for the under deliveries. Columbia will perform the reconciliation, including associated payment or billing, in the month following the end of the reconciliation period.

The price to be paid for gas to resolve any such imbalance will be the average price during the reconciliation period reported in PLATTS *Inside FERC's Gas Market Report* in the monthly report titled "Prices of Spot Gas Delivered to Pipelines," under the column heading "Index" for "Columbia Gas Transmission Corp., Appalachia", adjusted for Columbia Gas Transmission Corporation's FTS Retainage and commodity charges.

The first reconciliation period shall be the eight-month period ending March 31, 2005. The second reconciliation period shall be the sixteen-month period ending July 31, 2006. Thereafter, the reconciliation period shall end on July 31 of each year, except that, should the effective date of this tariff not continue past March 31, ~~2017~~2030, the final reconciliation period will be an eight-month period ending on March 31, ~~2017~~2030.

N

DATE OF ISSUE October XX, 2016 September 22, 2022
DATE EFFECTIVE December 27, 2016 October 22, 2022
ISSUED BY /s/Herbert A. Miller, Jr./Kimra H. Cole
TITLE President & Chief Operating Officer

Issued pursuant to an Order of the Public Service Commission in Case No. 2016-00162 dated.

APPENDIX B

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE
COMMISSION IN CASE NO. 2021-00386 DATED MAR 28 2023

FIVE PAGES TO FOLLOW

ADDENDUM TO JOINT STIPULATION AND SETTLEMENT AGREEMENT
KY PSC Case No. 2021-00386

This Addendum to Joint Stipulation and Settlement Agreement (this “Addendum”), is made effective as of November 7, 2022 by and between Columbia Gas of Kentucky, Inc. (“Columbia”), Interstate Gas Supply, Inc. (“IGS”), Constellation New Energy – Gas Division, LLC (CNEG”), and XOOM Energy Kentucky, LLC (“XOOM”) (collectively, “the Parties”), and is hereby incorporated into and made a part of the Joint Stipulation and Settlement Agreement (“Stipulation”) entered into by the Parties on September 22, 2022.

WHEREAS, the Parties entered into the Stipulation to resolve all issues raised in Case No. 2021-00386; and

WHEREAS, the Kentucky Public Service Commission convened an evidentiary hearing on September 29, 2022, to receive evidence, including the Stipulation, relating to the issues raised in the proceeding; and

WHEREAS, the Parties now desire to amend the Stipulation to include the terms expressed herein.

NOW, WHEREFORE, in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Clarification of Intent. The Parties agree that the intent of the Stipulation was to extend the current Choice Program until March 31, 2030 as described therein, and then to convene a Commission proceeding to evaluate and consider extending the Choice Program. In the interim, the Gas Choice Working Group (“GCWG”) shall be created as a collaborative forum to discuss measures to increase customer participation, enhance the customer experience, address consumer protection issues and improve operational efficiency in the Choice Program. If a Commission filing is required, Columbia may initiate the filing at any time during this extension.

- a. Nothing in the Stipulation or this Addendum prohibits any person or entity from filing a complaint with the Commission regarding issues relating to the Choice Program.
 - b. With the exception of the filing required by Columbia towards the end of the extension, any filing made by a party to the Stipulation with respect to the Choice Program shall not involve the term of the Choice Program extension.
2. *Additional Information Regarding the GCWG.* The following procedural rules will govern the meetings of the GCWG:

- a. *Frequency of Meetings*: The GCWG shall meet at least biannually, but may meet as often as is required if deemed necessary. The GCWC may empanel subcommittees specific to assignments or issues, as appropriate.
- b. *Notice of Meetings*: Columbia shall provide at least 7 calendar days' notice of upcoming meetings to participants. Email notice is sufficient. The 7-day notice shall include a proposed meeting agenda
- c. *Participants*: Members of the GCWG shall include, but not be limited to, signatories to the Stipulation. Other retail natural gas suppliers certified by Columbia to operate in its service territory, the Staff of the Commission, and the Attorney General's Office will be invited to participate as members of the GCWG. Additional stakeholders may contact Columbia regarding participation.
- d. *Meeting Agendas*: Participants may propose deletions or additions to a meeting agenda by emailing the GCWG before the meeting begins. Participants shall employ reasonable efforts to discuss all proposed deletions or additions in advance of the meeting to arrive upon an agenda.
- e. *Attendance*: Participants may attend GCWG meetings virtually or in-person. Columbia shall arrange for virtual participation.
- f. *Voting*: The GCWG shall strive for consensus on all matters. In the event consensus may not be attainable, the GCWG may call for an indicative vote on any topic. Each entity represented on the GCWC has one (1) vote. An entity's vote on a particular topic shall only be used to determine the position of members of the GCWG on a particular issue and shall not limit the member from taking a different position on the matter at a later date. The voting of the GCWG is informational. Columbia will not be required to change its program or make any filings at the Commission as a result of any particular vote.
- g. *Minutes*: Columbia shall take minutes of each meeting, email the minutes to participants within 30 days after each meeting, and maintain the minutes for the life of the Choice Program. Any meeting participant may request revisions to the minutes. The minutes shall include:
 - i. The date and time the meeting convened;
 - ii. Name and party represented for all attendees;
 - iii. A summary of the discussion of each agenda;
 - iv. The outcome of any votes taken;
 - v. A description of post-meeting action items of each participant, if applicable;
 - vi. The date and time for the next meeting; and

vii. The date and time the meeting adjourned.

3. Miscellaneous.

- a. *Commission Approval:* This Addendum is subject to the acceptance of and approval by the Commission. The Parties to this Addendum shall act in good faith and use their reasonable efforts to cause the Addendum to be filed with the Commission with a request to the Commission for consideration and approval of this Addendum. The Parties agree that an additional evidentiary hearing is not necessary to resolve this matter. In the event there is an additional evidentiary hearing, the Parties shall follow the same procedures as set forth in ¶ 6 of the Stipulation.
- b. *Effect of Addendum.* Except as revised or clarified herein, all provisions of the Stipulation remain unaffected by this Addendum.
- c. *Counterparts:* This Addendum may be executed in multiple counterparts.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be duly executed and delivered as of the date listed above.

COLUMBIA GAS OF KENTUCKY, INC.

BY: Kimma H. Cole

TITLE: President & COO

INTERSTATE GAS SUPPLY, INC.

BY: _____

TITLE: _____

CONSTELLATION NEW ENERGY – GAS DIVISION, INC.

BY: _____

TITLE: _____

XOOM ENERGY KENTUCKY, LLC

BY: Nietara Hamell

TITLE: Counsel for Xoom Energy

COLUMBIA GAS OF KENTUCKY, INC.

BY: _____

TITLE: _____

INTERSTATE GAS SUPPLY, INC.

BY: Matt Malone

TITLE: Counsel for IGS, Inc.

CONSTELLATION NEW ENERGY – GAS DIVISION, LLC.

BY: Matt Malone

TITLE: Counsel for CNEG, LLC.

XOOM ENERGY KENTUCKY, LLC

BY: _____

TITLE: _____

*L. Allyson Honaker
Honaker Law Office, PLLC
1795 Alysheba Way
Suite 6202
Lexington, KENTUCKY 40509

*Columbia Gas of Kentucky, Inc.
290 W Nationwide Blvd
Columbus, OH 43215

*Brian R Greene
GreeneHurlocker, PLC
4908 Monument Avenue, Suite 200
Richmond, VIRGINIA 23230

*Victoria L Howell
GreeneHurlocker, PLC
4908 Monument Avenue, Suite 200
Richmond, VIRGINIA 23230

*Gregory T Dutton
Frost Brown Todd, LLC
400 West Market Street
32nd Floor
Louisville, KENTUCKY 40202-3363

*James Deckard
Hurt, Deckard & May
The Equus Building
127 West Main Street
Lexington, KENTUCKY 40507

*Judy M Cooper
Director, Regulatory Services
Columbia Gas of Kentucky, Inc.
2001 Mercer Road
P. O. Box 14241
Lexington, KY 40512-4241

*Joseph M. Clark
Columbia Gas of Kentucky, Inc.
2001 Mercer Road
P. O. Box 14241
Lexington, KY 40512-4241

*Honorable Matthew R Malone
Attorney at Law
Hurt, Deckard & May
The Equus Building
127 West Main Street
Lexington, KENTUCKY 40507