

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: _____