

**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

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**JOINT STIPULATION AND  
SETTLEMENT AGREEMENT**

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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 22<sup>nd</sup> 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: \_\_\_\_\_

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BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

CONSTELLATION NEW ENERGY – GAS DIVISION, INC.

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

XOOM ENERGY KENTUCKY, LLC

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

**ATTACHMENT 1**  
**Revised Tariff Sheets**

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**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.

**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.

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

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**SMALL VOLUME GAS TRANSPORTATION SERVICE  
(SVGTS)  
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DATE OF ISSUE	<del>July 11, 2017</del> September 22, 2022
DATE EFFECTIVE	<del>April 1, 2017</del> October 22, 2022
ISSUED BY	/s/ <del>Herbert A. Miller, Jr.</del> 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~~

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**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.

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

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**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.

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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

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

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**SCHEDULING DELIVERIES**

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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.~~