

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO STAFF'S FIRST REQUEST FOR INFORMATION
DATED JUNE 6, 2023

1. Refer to the Direct Testimony of Erich Evans (Evans Direct Testimony), Exhibit A.

a. Provide the number of customers the projected annual usage of 109,020 Mcf is based on.

b. Explain how Columbia Kentucky estimated the number of customers that would be interested in the Green Path pilot program.

c. Explain how Columbia Kentucky determined the projected annual Mcf usage, i.e. whether it is the combined average usage of GSR and GSO customers, or something else.

d. Explain how Columbia Kentucky determined the annual education costs of \$11,400. Provide any supporting documentation or calculations.

e. Explain how Columbia Kentucky determined the annual IT programming costs of \$96,888. Provide any supporting documentation or calculations.

Response:

- a. The 109,020 Mcf is based on 360 residential and 140 commercial customers.
- b. Columbia estimated a total participation of 1% annually. Columbia is focusing on those residential customers that are more likely to purchase green products. This group of people thinks and acts green, holds negative attitudes toward products that pollute, and incorporates green practices on a regular basis.
- c. The volume was based on average usage of residential (68.4 Mcf) and commercial (602.9 Mcf) customers.
- d. Columbia is focusing on sending emails to the green customers and plans to send approximately 10 emails annually. Columbia estimated the cost of a small direct mail, social media advertising, and a commercial advertisement. These were all based on average spend per channel that the Company has experienced. The email campaign would cost approximately \$420 for each mailing, paid social media advertising is estimated to cost ~\$3,000, direct mail will cost approximately \$3,000, and commercial advertising is estimated to cost approximately \$1,200. However, Columbia plans to continuously evaluate and adjust its customer education methods to ensure that it is reaching as many customers as practical, using the best channels of choice. Columbia may pilot other methods in order to optimize the spend and reach.

e. The total IT costs to prepare the billing system utilized by several of Columbia's affiliates for Green Path rider is \$631,792. This cost is being split between four of NiSource affiliate companies (Columbia Gas of Pennsylvania, Columbia Gas of Virginia, Columbia Gas of Maryland and Columbia Gas of Kentucky). The costs were split based on the total number of customers in each of those states. Columbia Gas of Kentucky has 15.3% of the total customers and received 15.3% of the cost.

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2. Refer to the Evans Direct Testimony, page 7, line 14 through page 8, line 2, in which Columbia Kentucky discusses the survey it completed to determine if customers would be interested in lowering their carbon footprint for an additional fee. Provide a copy of the survey report.

Response:

Please refer to KY_PSC_Case_No_2022-00049_Staff_DR_Set_1_No_2_Attachment_A.

Survey: 2022 02 February - Renewable Energy / GreenPath Program

Columbia Gas of Kentucky

Data Options: Complete

Do you favor expanding renewables (Single Choice)

Generally speaking, do you favor expanding U.S. renewable energy resources?

Total: 87 responses

		Brand
		CKY
Total		87
1	Yes	66
		76%
2	No	8
		9%
3	Don't know / not sure	13
		15%

Customer choice to use renewables (Single Choice)

Should customers be given the choice of using renewable energy compared to conventional fuels?

Total: 87 responses

		Brand
		CKY
Total		87
1	Yes	67
		77%
2	No	6
		7%
3	Don't know / not sure	14
		16%

Familiarity with renewable natural gas (Single Choice)

Are you familiar with renewable natural gas?

Total: 87 responses

		Brand
		CKY
Total		87
1	Yes	15
		17%
2	No	61
		70%
3	Don't know / not sure	11
		13%

Would renewables (RNG) appeal to you (Single Choice)

If you could use natural gas that is carbon neutral, like RNG, would that appeal to you?

Total: 87 responses

		Brand
		CKY
Total		87
1	Yes	55
		63%
2	No	7
		8%
3	Don't know / not sure	25
		29%

Willingness to pay for renewables (Single Choice)

Would you be willing to pay more each month to get your energy from renewable energy sources such as RNG?

Total: 87 responses

		Brand
		CKY
Total		87
1	Yes	13
		15%
2	No	44
		51%
3	Don't know / not sure	30
		34%

Willingness to pay for renewables category (Single Choice)

You indicated you're willing to pay extra monthly to get your energy from renewable energy sources like renewable natural gas; which option might you consider?

Total: 13 responses

		Brand
		CKY
Total		13
1	\$6.00 to \$10.00 extra a month	5
		38%
2	\$11.00 to \$15.00 extra a month	5
		38%
3	\$16.00 to \$20.00 extra a month	3
		23%
4	None. It is too expensive.	0
		0%
5	None. It is not that important to me.	0
		0%

Maximum each month to reduce 50% (Single Choice)

I am willing to pay up to _____ dollars extra each month to reduce 50% of carbon emissions from my natural gas usage.

Total: 13 responses

		Brand
		CKY
Total		13
1	\$6.00	1
		8%
2	\$7.00	0
		0%
3	\$8.00	1
		8%
4	\$9.00	0
		0%
5	\$10.00	11
		85%
6	None. It is too expensive.	0
		0%
7	None. It is not that important to me.	0
		0%

Maximum each month to reduce 100% (Single Choice)

I am willing to pay up to _____ dollars extra each month to reduce 100% of carbon emissions from my natural gas usage.

Total: 13 responses

		Brand
		CKY
Total		13
1	\$11.00	2
		15%
2	\$12.00	1
		8%
3	\$13.00	0
		0%
4	\$14.00	0
		0%
5	\$15.00	3
		23%
6	\$16.00	1
		8%
7	\$17.00	0
		0%
8	\$18.00	0
		0%
9	\$19.00	0
		0%
10	\$20.00	6
		46%
11	None. It is too expensive.	0
		0%
12	None. It is not that important to me.	0
		0%

Our GreenPath logo design (Columbia only)

		Brand
		CKY
Total		13
1	1 - I don't like.	0
		0%
2	2	0
		0%
3	3 - It's ok.	5
		38%
4	4	5
		38%
5	5 - I love it!	3
		23%

The colors used in our marketing materials (Columbia only)

		Brand
		CKY
Total		13
1	1 - I don't like.	0
		0%
2	2	1
		8%
3	3 - It's ok.	2
		15%
4	4	6
		46%

5	5 - I love it!	4
		31%

The image that's included in our marketing material (Columbia only)

		Brand
		CKY
	Total	13
1	1 - I don't like.	0
		0%
2	2	1
		8%
3	3 - It's ok.	7
		54%
4	4	2
		15%
5	5 - I love it!	3
		23%

The key message included in our marketing materials (Columbia only)

		Brand
		CKY
	Total	13
1	1 - I don't like.	1
		8%
2	2	1
		8%
3	3 - It's ok.	5
		38%
4	4	3
		23%
5	5 - I love it!	3
		23%

Impression of companies who offer renewable options (Single Choice)

What is your impression of companies that offer customers renewable energy options?

Total: 87 responses

		Brand
		CKY
	Total	87
1	Very favorable	22
		25%
2	Favorable	27
		31%
3	Neutral	30
		34%
4	Less favorable	3
		3%
5	Not at all favorable	5
		6%

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3. Refer to the Evans Direct Testimony, page 9, line 4. Confirm that the bundled price of \$3 is the price per Dth, and that the per Mcf price is \$3.29 as indicated in Exhibit A of Evans Direct Testimony.

Response:

Confirmed; the price for the RNG Attributes and carbon offsets is \$3.29/Mcf. There are additional costs for education and IT that bring the price to \$3.5766/Mcf as seen in the proposed tariff. These costs are outlined in Attachment A to the Direct Testimony of Eric Evans, a screenshot of which is provided below.

		KY PSC CN 2022-00049	
		Direct Testimony of Erich Evans	
		Attachment A	
(A)	Fixed price for RNG Attributes & carbon offsets	\$3.00	Per Dth
(B)	Btu Factor	1.0981	
(C)	Fixed price per Mcf	\$3.29	= (A) * (B)
(D)	Projected Annual Usage	109,020.0	Mcf
(E)	Annual Education Costs	\$11,400	
(F)	IT Programming Costs	\$96,888	
(G)	Education Costs per Mcf	\$0.1046	= (E) / (D)
(H)	IT Costs per Mcf	\$0.1777	= ((F) / 5) / (D)
(J)	Green Path - Net Zero option	\$3.5766	= (C) + (G) + (H)
(K)	Green Path Rate - 50% option	\$1.7883	= (J) / 2

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4. State whether other NiSource subsidiaries have similar programs. If so, provide descriptions of those programs. If not, state whether similar programs are or will be requested in other jurisdictions. If not, explain why.

Response:

The Northern Indiana Public Service Company (NIPSCO) and Columbia Gas of Virginia received approval from state regulatory commissions to implement Green Path Rider programs. NIPSCO's Green Path Rider was approved on November 23, 2022 and launched in January 2023. Columbia Gas of Virginia's Green Path Rider was approved on May 15, 2023. A proposed settlement that included a Green Path Rider for customers served by Columbia Gas of Pennsylvania was rejected by the Pennsylvania Public Utility Commission (PaPUC) on June 15, 2023. Columbia Gas of Pennsylvania is currently reviewing the PaPUC Order, and will likely refile its request for authorization of the Green Path Rider. Similarly, the Maryland Public Service Commission rejected Columbia Gas of Maryland's proposal to implement a Green Path Rider. Columbia Gas of Maryland is currently considering whether to refile an

application for authorization of this program. Each of these programs are essentially the same, with the exception that NIPSCO's Green Path program offers a third tier of 25% emission reduction. Columbia Gas of Ohio does not have a Green Path Rider, nor is there any application pending before the Public Utilities Commission of Ohio to create a Green Path Rider. The approved Stipulation in Columbia Gas of Ohio's most recent rate case includes a provision whereby Columbia Gas of Ohio withdrew its proposal for a similar mechanism (called the Carbon Reduction Rider) and prohibits Columbia Gas of Ohio from filing for approval of a Green Path Rider prior to its next rate case filing.

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5. Provide descriptions of similar proposed or approved programs, regardless of the utility, in other states, to the extent Columbia Kentucky has knowledge of any such programs.

Response:

Many similar voluntary RNG and/or carbon offset programs have been approved in other states. The American Gas Association, RNG Activity Tracker (included below as 2022-00049 PSC Staff Data Request Set 1, No 5 Attachment A) contains details for similar programs across the country.



AGA RNG Activity Tracker

State	Utility RNG Programs	Regulatory Actions Taken	State Government Proposals	Notes/Comments
Alabama				
Alaska				
Arizona	<p>Southwest Gas Corp: submitted an application to the Arizona Corporation Commission (ACC) to establish an RNG Program to incorporate RNG into its gas supply portfolio.</p> <p>Pending ACC approval.</p> <p>Southwest Gas Corp: Offers RNG services such as: biogas gathering; biogas cleaning and conditioning; RNG transportation; and interconnection to SW Gas pipelines. These services are offered to RNG producers, such as landfills and waste water treatment plants, not to residential customers.</p> <p>Program began in 2018.</p> <p>Dominion: partnered with Smithfield Foods in 2018 to create <u>Align Renewable Natural Gas</u>, the company that will be responsible for capturing and converting the RNG to be put into the pipelines for residential and commercial customers. This joint venture will operate in North Carolina, Virginia, and Utah. In October 2019, the pair <u>announced</u> the program would expand into Arizona and California.</p>	<p>Docket G-01551A-19-0055: SW Gas seeks approval for an RNG Program that would allow the company to meet up to 1 percent of its forecasted annual Arizona retail sales with RNG purchases by 2025, 2 percent by 2030, and 3 percent by 2035.</p> <p>Filed in 2019.</p> <p>Docket G-01551A-17-0286: approved Southwest Gas' new rate schedule to include RNG services to RNG producers. SW Gas offers services to RNG producers to upgrade and/or interconnect to SW Gas' pipelines to transport RNG.</p> <p>Included RNG gas quality specifications and testing requirements.</p> <p>Approved in 2018.</p>		
Arkansas				



AGA RNG Activity Tracker

State	Utility RNG Programs	Regulatory Actions Taken	State Government Proposals	Notes/Comments
California	<p>SoCalGas (Sempra), PG&E, SDG&E and Southwest Gas Corp: submitted a Joint Utility Draft Solicitation, in compliance with a CA Public Utility Commission (“CPUC”) mandate established in SB1383, which proposed that each utility would launch a dairy biomethane pilot project to begin injection of RNG into the utility’s pipeline system.</p> <p>Joint Draft Solicitation was submitted in 2018.</p> <p>SoCalGas and SDG&E: submitted an application to the CPUC to offer a voluntary Renewable Natural Gas Tariff to residential, small commercial, and industrial customers. SoCalGas received approval from the CPUC to begin the construction of the infrastructure necessary to complete these projects. SoCalGas announced a new initiative, which aims to make RNG 5% of supply by 2022 and 20% by 2030.</p> <p>Anticipated 2020 program start.</p> <p>SoCalGas: Calgren Dairy Fuels & SoCal completed a first of its kind dairy biogas facility in the state and only the sixth in the country. Calgren plans to expand operations to eight additional farms by the end of 2019.</p> <p>SoCalGas: Announced the commissioning of the nation's first scalable biomethanation reactor system at DOE’s National Renewable Energy Laboratory (NREL) Energy System Integration Facility in Golden, Colo. The technology uses renewable electricity to convert hydrogen into pipeline quality methane for use in homes, businesses and in transportation. Aims to replace 20% of its natural gas supply with RNG by 2030.</p>	<p>Application 19-02-015: Sempra Utilities & stakeholders agreed to settlement plan offering RNG to residential customers. If approved, Residential customers will be able to select a fixed dollar amount per month (\$10, \$25, or \$50) for the purchase of renewable natural gas. Commercial customers will be able to select a fixed dollar amount per month or select a percentage of their consumption for the purchase of renewable natural gas, up to 100%. ALJ decision proposes a three-year pilot similar to settlement plan. At least 50% of RNG must be procured from in-state. Approved by CPUC on December 17, 2020.</p> <p>ALJ decision 10/27; Approved 12/17/20</p>	<p>AB 1900: CPUC must set gas quality standards and promote in-state RNG distribution.</p> <p>Signed into law 2012.</p> <p>AB 2313: CPUC must consider factors beyond cost in rate recovery cases for investments in RNG interconnection facilities.</p> <p>Signed into law 2016.</p> <p>SB1383: CPUC must direct utilities to implement at least 5 dairy biomethane pilot projects to demonstrate interconnection to the common carrier pipeline system. Each project is targeted to be connected to the utility pipeline and flowing RNG within 2 years of the acceptance of the application.</p> <p>Signed into law in 2016.</p> <p>AB 3187: Requires the CPUC open a proceeding not later than July 1,2019 to consider options to promote the in-state production and distribution of biomethane.</p> <p>Signed into law in 2018.</p> <p>SB 1440: CPUC can adopt a biomethane procurement program that benefits rate payers, is cost-effective, and advances the state’s environmental and energy policies.</p> <p>Signed into law in 2019.</p>	<p>California Integrated Energy Policy Report (Chapter 9 is on RNG)</p>



AGA RNG Activity Tracker

State	Utility RNG Programs	Regulatory Actions Taken	State Government Proposals	Notes/Comments
	<p>Anaergia Inc. has partnered with the University of California to receive 40% of its natural gas supply in the form of RNG by 2025. UC has agreed to purchase in total \$42 million worth of RNG over the next 20 years. To fulfill this demand, Anaergia is building the Rialto Bioenergy Facility - the largest organic waste diversion and renewable energy recovery facility in North America. This plant is expected to open in late 2020. The facility will divert about 400 million pounds of food scraps and other organic waste each year from SoCal landfills. That material will then be fed into an anaerobic biodigester and transformed into RNG.</p> <p>SoCalGas: Announced on Oct. 3, SoCal awarded Corona, Ca more than \$44,000 for completion of an RNG project at the city's water and power facility.</p> <p>Dominion: partnered with Smithfield Foods in 2018 to create Align Renewable Natural Gas, the company that will be responsible for capturing and converting the RNG to be put into the pipelines for residential and commercial customers. This joint venture will operate in North Carolina, Virginia, and Utah. In October 2019, the pair announced the program would expand into Arizona and California.</p> <p>Socal Gas & PG&E: demonstrated further advancement of a new electrochemical technology that converts the carbon dioxide content in raw biogas to pipeline-quality RNG.</p> <p>June 2020.</p>		<p>SB 457: extends the monetary incentives program established in D.15-06-029, which is set to run out on Dec. 31, 2021, until Dec. 31 2026.</p> <p>Signed into law October 2019.</p> <p>SB 1352: mandatory RPS for gas utilities. Requires the commission to establish a biomethane procurement program requiring utilities by 2030 to procure at least 20 percent of its total volume of gas delivered to core customers in California with biomethane. The bill would require the commission, in designing and implementing the program, to ensure that the biomethane procurement program is a cost-effective means to achieve forecast reductions in emissions of short-lived climate pollutants.</p> <p>Introduced February 2020.</p> <p>AB 3163: Amended definition of biomethane to include methane produced from a number of specified organic waste feedstocks.</p> <p>Signed into law October 2020.</p> <p>CA SB 1122: Requires PUC to consider green electrolytic hydrogen as a zero-carbon resource; requires CARB to prepare strategic plan to accelerate green electrolytic hydrogen.</p> <p>NOT RNG; introduced February 2020</p>	
Colorado	<p>Xcel: RFI announced in May 2020 as first step in developing programs to deliver RNG across eight</p>		<p>HB 14-1159: Provides a sales tax exemption for anaerobic digester equipment.</p>	<p>Colorado Market Assessment of</p>



AGA RNG Activity Tracker

State	Utility RNG Programs	Regulatory Actions Taken	State Government Proposals	Notes/Comments
	<p>states including Colorado. In particular, Xcel is exploring a voluntary RNG product offering in CO.</p>		<p>Passed into law in 2019.</p> <p>SB 20-013: Establishes innovative tech program approved by PUC where utilities may seek approval of projects relating to technologies such as RNG, hydrogen, and CCS. Allows utility to fully recover costs of project and capital investments.</p> <p>SB 20-1018: Directs PUC to adopt RNG program for small and large utilities by July 31, 2021. Allows utilities to fully recover costs on RNG programs. Targets of 5% RNG by 2025, 10% in 2030, and 15% in 2035.</p> <p>Passed Senate, in House.</p>	<p>Agricultural Anaerobic Digesters</p>
<p>Connecticut</p>			<p>SB 337: establish a procurement process for RNG and require natural gas utilities to have at least 5% of its gas coming from RNG. The Public Utility Reg. Auth. must create gas quality standards for RNG.</p> <p>Introduced in 2018, received favorable report in LCO, was tabled for Senate Calendar.</p> <p>HB 5350: Intended to increase the use of RNG in Connecticut and accelerate natural gas infrastructure repair and replacement. Allows for supply of biogas for injection into distribution system. Commissioner may direct utilities to enter into gas purchase agreements with biogas suppliers for periods of no more than 20 years. The bill allows utilities to recover costs on RNG-related infrastructure costs arising from a gas purchase agreement. A gas utility may elect to use the RNG</p>	



AGA RNG Activity Tracker

State	Utility RNG Programs	Regulatory Actions Taken	State Government Proposals	Notes/Comments
			procured to meet the needs of its customers or sell it to applicable third parties. Introduced February 2020	
Delaware	<p>Chesapeake: Announced partnership with Bioenergy DevCo to develop anaerobic digestion facilities in Delmarva Peninsula. The RNG will then be distributed to CPK's customers.</p> <p>Announced May 2020.</p> <p>Chesapeake: partnership with CleanBay Renewables to generate RNG from chicken waste at bio-refinery and distribute to CPK customers.</p> <p>Announced July 2020.</p>	<p>Docket No. RP20- - 000: CPK filed interstate RNG gas quality tariff with FERC in October 2019.</p> <p>Approved.</p>		
District of Columbia				ICF Study on the use of RNG in DC prepared for WGL
Florida	<p>TECO Peoples Gas: Offers RNG services such as: biogas gathering; biogas cleaning and conditioning; RNG transportation; and interconnection to Peoples' Gas pipelines.</p> <p>These services are offered to RNG Producers, such as landfills and waste water treatment plants, not to residential customers.</p> <p>Program began in 2018.</p>	<p>DOCKET NO. 20170206-GU: approved TECO Peoples Gas's proposed tariff modification to receive and transport RNG through their pipelines.</p> <p>This was a two-tier tariff: the first for RNG producers that produce gas that meets pipeline standards; the second for RNG producers that produce gas that doesn't meet pipeline standards and needs to be cleaned/conditioned.</p> <p>Approved in 2017.</p> <p>DOCKET NO. 20200216-GU: approved Florida City Gas RNG tariff application. Allows FCG to offer services to convert biogas into RNG and receive and</p>		



AGA RNG Activity Tracker

State	Utility RNG Programs	Regulatory Actions Taken	State Government Proposals	Notes/Comments
		transport RNG through its distribution system on behalf of the biogas producer.		
Georgia				
Hawaii	<p>Hawaii Gas: captures and processes biogas from the City and County of Honolulu’s Honouliuli Wastewater Treatment Plant on O’ahu. Hawaii Gas includes the RNG as part of their fuel mix.</p> <p>Facility completed in 2018.</p> <p>In an effort to increase RNG supplies, Hawaii Gas issued an RFP seeking proposals from local and national suppliers who can provide up to 80,000 therms per day of RNG. Currently reviewing 4 “best and final offers” and deciding.</p> <p>RFP issued in 2018.</p>		<p>HB 1242: The bill requires gas RPS. Following renewable portfolio requirements: 25 percent of sales by 2025; 40 percent of sales by 2030; 70 percent of sales by 2040; and 100 percent of sales by 2050. Allows for cost recovery through an automatic rate adjustment clause.</p>	
Idaho	<p>Intermountain Gas: provides access service to its distribution system which allows RNG producers to move RNG produced in southern Idaho to end use customers across the western United States.</p> <p>Transport Only</p>	<p>Docket INT-G-20-03: The IPUC approved Intermountain’s proposal to provide access service to enable RNG producers to move RNG to their end use customers across the western United States. The proposal insulates utility customers from any potential impact resulting from the RNG Access Service. Transport service.</p> <p>Approved June 2020</p>		
Illinois	<p>Nicor Gas: Filed application for RNG interconnection pilot at ICC.</p>	<p>Docket 20-0722: Nicor filed an application for an RNG interconnection pilot. If approved, the pilot will allow Nicor to invest \$20M in capital for RNG interconnections in its service territory, up to \$4M per project. Additionally, Nicor will negotiate for a set number of environmental attributes to be transferred from the developer to the pipeline</p>		



AGA RNG Activity Tracker

State	Utility RNG Programs	Regulatory Actions Taken	State Government Proposals	Notes/Comments
		owner. Nicor will then use these attributes to offset GHG emissions associated with its broader portfolio. Filed September 30, 2020		
Indiana				
Iowa				
Kansas				
Kentucky				
Louisiana				
Maine	<p>Summit Utilities: Working on several RNG related projects. First, partnering with Maine’s dairy industry to construct an anaerobic digestion facility and produce RNG. The renewable attributes from the digester will be sold to third parties. Summit is partnering with Flood Brothers Farm, Caverly Farms, Misty Meadows Farm, Wright Place Farm, Taylor Dairy Farm, Veazland Farm, Simpson View Farm and Gold-Top Farm to obtain organic waste.</p> <p>Anticipated 2021 start date.</p> <p>Second, establishing a voluntary renewable natural gas attribute program. Customers enrolling in the voluntary program may elect to match 10 to 100 percent of their average annual usage with renewable attributes derived from landfill waste. The quantity of renewable attributes, and a flat monthly fee, will be added and shown on enrolled customers’ bills. Additionally, Summit is matching five percent of residential heating demand this year with the purchase of renewable attributes at no cost to customers.</p> <p>Approved October 2019.</p>	<p>Docket 2019-00116: Summit Utilities filed a request for approval of new tariff sheets for the establishment of a voluntary renewable natural gas attribute program.</p> <p>Approved October 2019.</p> <p>Docket 2019-00120: Summit Utilities filed a request for approval of reorganization to establish NewCo, which will own and operate a digester facility.</p> <p>Filed in 2019.</p>	<p>LD-2017: Requires the PUC to develop and oversee a pilot project for the conversion of excess renewable energy into methane gas and hydrogen and the storage of the converted gas. Up to 3 energy-to-gas facilities, each up to 10 megawatts in production capacity, may be established. The commission is required to establish the pilot project no later than January 1, 2021; the pilot project expires December 31, 2026.</p> <p>Introduced 2020. Carried over into 2021, due to emergency adjournment.</p>	



AGA RNG Activity Tracker

State	Utility RNG Programs	Regulatory Actions Taken	State Government Proposals	Notes/Comments
	<p>Unitil: issued a Request for Expressions of Interest to identify potential RNG suppliers, chiefly in Maine. Considering investing in RNG infrastructure and facilities.</p> <p>Announced October 2020</p>			
Maryland	See CPK activity under Delaware			
Massachusetts				
Michigan	<p>DTE: Established a Voluntary BioGreenGas Program. The program is available to all their natural gas customers.</p> <p>Program launched in 2013.</p>	<p>Case No. U-20839: DTE application to amend BioGreen Gas Program and implement a Voluntary Renewable Gas program pilot. Will provide customers the ability to offset up to 100% of their emissions.</p> <p>Filed June 2020</p>	<p>HB 6036: expands the state’s PACE financing program to include anaerobic digestion as a qualifying “energy program” eligible for financing.</p> <p>Introduced August 2020.</p>	
Minnesota	<p>CenterPoint Energy: proposed a Voluntary Green Tariff. This program is offered to all residential customers.</p> <p>Program is still awaiting approval from the Minnesota Public Utility Commission.</p> <p>Xcel: RFI announced in May 2020 as data collection for future RNG tariff. Xcel expects to file a plan with MN utility regulators by late 2020 or early 2021.</p>	<p>Docket 18-547: reviewing CenterPoint Energy’s proposal for a five-year Voluntary Green Tariff pilot program to offer RNG to residential customers.</p> <p>Submitted 8/23/2018. Oral argument held 7/26/19. On 8/29/19 Proposal denied without prejudice, PUC suggested CenterPoint address cost concerns and resubmit proposal. As of September, no decision on whether to continue pursuing the green tariff option, or to start exploring an interconnection tariff, which would allow producers to put more RNG directly on the system.</p> <p>Docket 20-434: CenterPoint request for RNG interconnection tariff. On June 25 the MN Dept. of Commerce recommended the MPUC approve the petition with minor recommended changes. Dept. of Commerce urged PUC to adopt the tariff following amendments made including the addition of an exit fee for RNG producers.</p>	<p>In September 2019 Gov. Tim Walz announced the creation of a Biofuels Council which will advise him on how to foster the growth of Minnesota’s biofuels industry.</p> <p>SF No. 3013: The bill would establish a state regulatory policy allowing a utility to add RNG and hydrogen to its distribution system. Must submit plan to MPUC, the cost of the alternative resource plan must be no more than five percent of the utility’s total annual revenue requirement. Also calls for statewide inventory of Minnesota’s potential renewable natural gas resources.</p> <p>Passed Senate before session adjourned sine die.</p>	



AGA RNG Activity Tracker

State	Utility RNG Programs	Regulatory Actions Taken	State Government Proposals	Notes/Comments
		Approved November 19, 2020.		
Mississippi				
Missouri			<p>SB 141: requires PSC to adopt rules for RNG program for utilities. Directs PSC to establish reporting requirements and a process for utilities to fully recover prudently incurred costs associated with a renewable natural gas program.</p> <p>Prefiled December 2020.</p>	
Montana				
Nebraska				
Nevada	<p>Southwest Gas Corp: pursuing partnerships with the City of Las Vegas Wastewater Treatment Plant and the Clark County Sanitation District to procure biogas and offer RNG to customers.</p> <p>Presented plan in 2017 at NV State Assembly Subcommittee on Energy</p>	<p>19-06006: Docket established by SB 154 requiring PUC to adopt regulations authorizing certain RNG activities.</p> <p>On December 13, 2019 the Nevada Public Utility Commission issued its initial draft regulations as required under SB 154 passed earlier this year. A utility seeking approval for RNG activity must describe the activity proposed, estimate costs and revenue requirements, an explanation of the environmental benefits of the activity, the mechanism the utility proposes to recover costs associated with the activity, and an estimate of the activity’s impact on the utility’s rate base. A commission order approving RNG activity under the proposed regulation is not a determination of prudence of the proposed activity. The prudence of the activity shall be considered in an application filed by a utility under NRS 704.110.</p>	<p>SB 154: requires the Public Utilities Commission of Nevada to adopt regulations authorizing a public utility which purchases natural gas for resale to engage in renewable natural gas activities and to recover the reasonable and prudent costs of such activities.</p> <p>Signed into law in 2019.</p> <p>Bill Draft Request 58-108: State Senator Kelvin Atkinson requested a bill draft request (BDR) for the 2019 legislative session that would “make certain changes relating to renewable natural gas.” There is no further information on this BDR.</p> <p>To-date, no such bill has been proposed.</p>	



AGA RNG Activity Tracker

State	Utility RNG Programs	Regulatory Actions Taken	State Government Proposals	Notes/Comments
		<p>Workshop on 4/2/20-4/3/20 PUC Chair announced all parties had reached “near consensus” on regulations.</p>		
<p>New Hampshire</p>	<p>Liberty Utilities: Proposed partnership with RUDARPA Inc., to develop RNG facility at a landfill. The proposed contract anticipates an annual RNG supply volume of 475,000 dekatherms over five years, accounting for approximately six percent of Liberty’s annual gas sales.</p> <p>Proposed in 2018, pending PUC approval.</p>	<p>DG 18-140: In response to SB 577 Liberty Utilities petitioned for approval of an RNG supply and transportation contract. Proposes to reduce customer costs by monetizing the thermal RECs and selling them through the established marketplace for \$3.92-\$4.62/dekatherm.</p> <p>Filed in 2018.</p>	<p>SB 218: included obligations for “useful thermal energy” as part of the New Hampshire Renewable Portfolio Standards by creating a carve-out which dedicated a portion of the existing Class I requirement to qualifying thermal facilities. Useful thermal energy includes energy that can be metered and that is delivered as heat, steam, or hot water directly to the New Hampshire consumer and used for heating, cooling, humidity control, process (manufacturing), or other valid thermal end uses.</p> <p>Signed into law in 2012.</p> <p>SB 577: Allows thermal energy derived from biological sources to generate renewable energy credits under the state’s thermal energy RPS carve-out.</p> <p>Signed into law in 2018.</p>	
<p>New Jersey</p>			<p>S2205 would allow electric energy produced from biofuel to be eligible as a Class II renewable energy.</p> <p>Introduced in 2018.</p> <p>A3726: Classifies landfills with gas capture as recycling facilities. The bill requires specific methods of food waste recycling and food waste-to-energy production. Sending food waste offsite for treatment with sewage sludge in an anaerobic digester for renewable natural gas or biogas recovery is an alternative authorized recycling</p>	



AGA RNG Activity Tracker

State	Utility RNG Programs	Regulatory Actions Taken	State Government Proposals	Notes/Comments
			<p>method under the bill. Also amends the definition of “Class I renewable energy” to include methane gas from landfills, methane gas from a biomass Facility, or methane gas from an anaerobic or aerobic digestion facility.</p> <p>Passed in 2019, conditional veto. Passed House in 2020.</p>	
New Mexico				
New York	<p>Con Edison: indicated a desire to construct 3 RNG production facilities and offer incentives to customers who reduce natural gas usage. Put out a Request for Proposal for non-pipeline solutions to provide natural gas system relief during peak periods. Specifically, suggested RNG.</p> <p>Projects have not started, pending PSC approval for cost recovery.</p> <p>On March 16, 2020 Con ED and O&R filed an updated standardized interconnection procedure for RNG. Filing also includes an optional forma gas purchase agreement.</p> <p>National Grid: partnered with NYC Dept. Environ. Protect. to launch the Newtown Creek Renewable Gas Demonstration Project which turns biogas from large waste water treatment plant into RNG and injects it into pipelines to serve residential and commercial customers.</p> <p>Construction of the facility began in 2014.</p> <p>National Grid proposed a Green Gas Tariff offering that will enable its Downstate New York customers</p>	<p>Case 97-G-1380: originally opened in the 1990’s. Several utilities such as Central Hudson & National Grid, as well as coalitions such as the NY Retail Choice Coalition have recently submitted modifications to their gas transportation operating procedures to include the injection of RNG into their systems for distribution to customers.</p> <p>The most recent final order filed on this ongoing case was 2003.</p> <p>Case 17-G-0606: Con Ed’s request for cost recovery was denied, with the PSC directing the utility to include the RNG facilities as projects within the existing capital program and/or in the current rate filing.</p> <p>Denied in 2019.</p> <p>Case 19-01092: National Grid’s proposed green tariff is part of its larger “Future of Heat” filing. The offering will include four tiers, allowing customers to select the level of green gas procurement that works for their budget and environmental aspirations. The filing also includes an RNG power-to-gas pilot project.</p>	<p>A6249: will create a credit for the production of RNG. The proposed credit would be up to 25 cents per gallon for the production of RNG that is presented to market (capped at \$2.5 million annually and only for 4 years).</p> <p>Introduced in 2017 and referred to Ways and Means in 2018.</p>	<p>The “Interconnect Guide for RNG in New York State” was released by NGA & GTI in August 2019. This report outlines the ways that RNG can be effectively incorporated into local natural gas systems.</p> <p>O&R RNG Potential Study released March 2020.</p>



AGA RNG Activity Tracker

State	Utility RNG Programs	Regulatory Actions Taken	State Government Proposals	Notes/Comments
	<p>to voluntarily purchase RNG to meet all or a portion of their energy needs.</p>	<p>Filed in 2019.</p> <p>Case 19-G-066: Con Ed approved to purchase RNG, with NYPSC recognizing that RNG may be more costly than conventional supplies, and granted recovery of RNG interconnection costs through a consumer rate surcharge until rolled into base rates in the next rate case.</p> <p>January 2020.</p>		
<p>North Carolina</p>	<p>Piedmont Natural Gas: worked with stakeholders and NC Public Staff to develop a gas quality standard and alternative gas requirement tariff. This tariff received approval through the NC Utilities Commission and is applicable for any alternative gas projects in NC.</p> <p>Tariff received approval in 2018.</p> <p>Dominion: partnered with Smithfield Foods to create Align Renewable Natural Gas, the company that will be responsible for capturing and converting the RNG to be put into the pipelines for residential and commercial customers. This joint venture will operate in North Carolina, Virginia, and Utah. Dominion broke ground in August 2019 on North Carolina’s largest RNG project, which will generate enough energy to power more than 3,500 homes annually.</p> <p>Project construction began in 2018, anticipated to be on-line 2019.</p> <p>Duke Energy: Announced minority stake In SustainRNG, company expects its first farm-based RNG project to go live in late 2021. Projects will</p>	<p>Docket No. G-9, Sub 698: The NC Utilities Commission approved PNG’s Tariff which outlined the requirements for alternative gas being injected onto PNG’s system. The Commission setup the Alternative Gas Requirements Tariff as a 3-year Pilot Program. PNG is required to provide status updates, which can be found here.</p> <p>Pilot program began in 2018.</p>		



AGA RNG Activity Tracker

State	Utility RNG Programs	Regulatory Actions Taken	State Government Proposals	Notes/Comments
	provide local RNG to end users via Duke’s pipeline network. July 31, 2020			
North Dakota				
Ohio			HB 166 : Allows gas utilities to treat infrastructure related to biologically derived methane gas as “useful” facilities for distribution service, thus allowing utilities to recover on this investment as part of a normal rate case. Effective July 2019.	
Oklahoma		P202000083 : OCC opened notice of inquiry to identify and examine issues regarding the development of RNG and related infrastructure in the state. Issued August 2020	HB 3970 : Requires OCC to issue a report by Dec. 2020 on recommendations regarding the ability and appropriateness of natural gas utilities to procure, transport and deliver renewable natural gas to customers. Introduced January 2020.	
Oregon	NW Natural : partnered with the City of Portland’s Bureau of Environmental Services to build an RNG production facility, pipeline monitoring, and interconnection infrastructure. NW Natural procures RNG and transports it through pipelines to fuel the Bureau’s Garbage Truck Fleet. Not for residential utility customers. Program began in 2017. NW Natural : Smart Energy program allows residential and business customers to pay a voluntary tariff to support the development of biogas projects.	Recommendation from the Oregon Dept. of Energy : As a result of SB 334, the OR DOE produced a report detailing the policy/regulatory barriers to using RNG as an energy source in OR. This report recommended that the PUC adopt an RNG program that allows the gas utilities to procure RNG, sell it to customers, and recover capital expenses associated with providing RNG. The regulations pursuant to SB 98 are being established in Docket No. AR 632 . Order No. 20-227 : Pursuant to SB 98, rules under which utilities may procure RNG for customers with voluntary volumetric goals set by SB 98. Allows utilities to invest in and own the cleaning and	SB 334 : directed the Oregon Dept. of Energy to develop, maintain and periodically update inventory of available RNG resources in the state. Became law in 2017. SB 98 : Requires the PUC to adopt by rule renewable natural gas program for natural gas utilities to recover prudently incurred qualified investments in meeting certain targets for including renewable natural gas in gas purchases for distribution to retail natural gas customers. Law supports RNG targets of 15% by 2030, 20% by 2035 and 30% by 2050. Requires commission to adopt rules no later than December 31, 2019. Became law in 2019.	



AGA RNG Activity Tracker

State	Utility RNG Programs	Regulatory Actions Taken	State Government Proposals	Notes/Comments
		<p>conditioning equipment required to bring raw biogas and landfill gas up to pipeline quality, as well as the facilities to connect to the local gas distribution system. Sets on incremental costs to acquire RNG and application of cost-effectiveness calculation.</p> <p>Issued March 27, 2020, draft rules issued 7/8, Issued 7/16</p>		
<p>Pennsylvania</p>	<p>PGW has partnered with The Energy Co-op to offer Philadelphia residents RNG come January 2020. PGW will not purchase RNG as part of its gas supply portfolio, but The Energy Co-op will offer RNG as a third party supplier on PGW’s system.</p> <p>UGI: completed an internal project charter with the purpose of defining and documenting the requirements, processes, and standards for introducing RNG supplies into the UGI gas distribution system. UGI is advancing strategies, standards, and processes based on best practices to safely integrate and effectively manage RNG entering our gas distribution system. UGI has recently developed a RNG pipeline interconnect agreement to be shared with prospective RNG project developers and is currently participating in a landfill gas sampling study to establish standards for gas quality and sampling/measurement methods. UGI expects to have gas quality specifications finalized within the next 6-8 weeks.</p> <p>July 7, 2020</p>			
<p>Rhode Island</p>				
<p>South Carolina</p>				
<p>South Dakota</p>				



AGA RNG Activity Tracker

State	Utility RNG Programs	Regulatory Actions Taken	State Government Proposals	Notes/Comments
Tennessee				
Texas	<p>Texas Gas Service (ONE Gas): Worked with Austin City Council in supporting natural gas sustainability resolution. Resolution requests TGS to develop feasibility study for RNG in Austin area by late Spring 2020. Final Report from July 2020 here.</p>			
Utah	<p>Dominion: Completed the first RNG project under its Align RNG subsidiary in Milford, UT producing RNG from 26 family hog farms.</p> <p>Completed December 2020.</p> <p>Dominion announced partnership with Vanguard Renewables to invest \$200 million over five years in dairy farm RNG projects across Utah, Georgia, Nevada, Colorado, and New Mexico. Dominion will own the projects and market the RNG while Vanguard will design, develop, and operate the projects.</p> <p>Dominion's GreenTherm Voluntary RNG Program will begin November 2019.</p>	<p>Docket No. 19-057-T04: The Utah Public Service Commission approved a settlement stipulation, dated July 9, 2019, authorizing Dominion Energy Utah to implement the GreenTherm Voluntary Renewable Natural Gas Program.</p> <p>Effective November 1, 2019.</p>		
Vermont	<p>Vermont Gas Systems: started a voluntary RNG program for all classes of customers.</p> <p>Program began in 2017.</p> <p>Vermont Gas Systems: Broke ground for new anaerobic digester in a partnership with Middlebury College and Vanguard Renewables. RNG produced</p>	<p>Docket No. 8667: approved Vermont Gas's petition to establish a voluntary RNG program.</p> <p>Approved April 2016.</p>		



AGA RNG Activity Tracker

State	Utility RNG Programs	Regulatory Actions Taken	State Government Proposals	Notes/Comments
	<p>at the dairy farm will piped to Middlebury College’s main power plant.</p> <p>Construction will be completed in 2020.</p> <p>The City of Burlington has released its Net Zero Energy Roadmap which has a goal of net zero fossil fuel use by 2030. Central to the city’s goal is the use of RNG to reduce emissions from buildings.</p> <p>In October 2019 Vermont Gas and NG Advantage announced it would start offering RNG for distribution to customers currently receiving CNG and who are not connected to pipelines. Vermont Gas is confident it can use the same trucking equipment for RNG distribution as it currently uses to distribute CNG. This offering is believed to be the first of its kind in the country.</p>			
Virginia	<p>Dominion: partnered with Smithfield Foods to create Align Renewable Natural Gas, the company that will be responsible for capturing and converting the RNG to be put into the pipelines for residential and commercial customers. This joint venture will operate in North Carolina, Virginia, and Utah.</p> <p>Project construction began in 2018, anticipated to be on-line 2019.</p>	<p>CASE NO. PUR-2020-00095: Virginia Natural Gas proposed interconnection tariff for suppliers to deliver RNG to VGS’s system.</p> <p>Filed June 1, 2020</p>	<p>HB 461: establishes a tax credit for renewable energy property placed in service. The bill in part defines "renewable energy property" to include certain biomass equipment that uses renewable biomass resources and combined heat and power systems using waste heat to produce electricity or thermal or mechanical energy.</p> <p>Introduced 2020.</p>	
Washington	<p>Puget Sound Energy: entered into a 20-year agreement with Bio Energy Washington (BEW) to procure all the pipeline-quality RNG recovered from the Cedar Hills Landfill.</p> <p>Agreement entered into in 2009</p>	<p>Docket UG-152164: Puget Sound Energy filed a tariff revision with the Utility and Transportation Commission to procure RNG from biomethane producers in their service territory and inject it into PSE pipelines to provide RNG to customers.</p> <p>Filed in 2015 and withdrawn in 2016.</p>	<p>HB 2580: reinstate and expand tax incentive for certain digesters to promote investment in production and use of RNG.</p> <p>Became law in 2018.</p> <p>HB 1070: provides a public utility tax exemption for sales of RNG by a gas distribution business, thereby</p>	<p>RNG Report conducted by Washington State University with funding from the WA Dept. of Commerce.</p>



AGA RNG Activity Tracker

State	Utility RNG Programs	Regulatory Actions Taken	State Government Proposals	Notes/Comments
	<p>Puget Sound Energy: In public comments made at 2019 summer NARUC meeting, PSE is projecting that 2% of its throughput will be RNG.</p> <p>Puget Sound Energy: Agreed to 20-year RNG contract with Klickitat Public Utility District. Under the first phase of the agreement, PSE will purchase an estimated 550,000 dekatherms per year for the first three years. Under phase two, PSE will purchase an estimated 1.65 million to 1.9 million dekatherms per year which could grow to as much as 2.5 million, for the remainder of the contract.</p> <p>Announced May 2020</p> <p>NW Natural: Smart Energy program</p>	<p>U-190818: Staff investigation into renewable natural gas programmatic design and pipeline safety standards under HB 1257.</p> <p>Opened September 2019. Issued December 2020.</p> <p>Advice No. 2020-17: PSE sought tariff revision of its PGAM allowing it to implement its RNG program. RNG purchased pursuant to RCW 80.28.385(1) will come from Klickitat starting in July 2020. Notes PSE plans to file an offering of a voluntary RNG tariff in the near future.</p> <p>Filed June 11, 2020</p>	<p>subjecting the gas to the same (and therefore lower) tax rate as RNG used as transportation fuel.</p> <p>Passed the House, sent to Senate. Reintroduced and retained in present status for 2020 session.</p> <p>HB 1257: Requires gas utilities to offer by tariff voluntary RNG service for customers with participation limited by availability of supply. Customer charge for RNG cannot be more than 5% of amount charged to retail customers for natural gas.</p> <p>Became law in 2019.</p>	
West Virginia				
Wisconsin	<p>DTE Energy: partnered with Pagel's Ponderosa Dairy to produce RNG to fuel CNG vehicles. Plan to build 5 RNG facilities. The first of these projects became operational in March 2019. Three additional projects became operational in 2019 with DTE beginning construction on an additional three dairy RNG projects over summer 2019.</p> <p>Construction of facilities broke ground in 2018.</p> <p>DTE Biomass Energy announced the opening of the state's first combined dairy RNG processing and interstate injection facility. The site takes in raw biogas and injects pipeline-quality RNG directly into the interstate system. Opened September 2019.</p>			
Wyoming				
Regional Measures			<p>At the 2019 meeting of the Southern States Energy Board, a policy resolution supporting the development of RNG was approved unanimously.</p>	



AGA RNG Activity Tracker

State	Utility RNG Programs	Regulatory Actions Taken	State Government Proposals	Notes/Comments
			The resolution calls for studying what steps need to be taken to facilitate the inclusion of RNG into the region’s energy supply and asks states to explore measures to promote the burgeoning RNG industry.	
Canada	<p>Fortis BC allows natural gas customers to designate 5, 10, 25, 50, 100 percent of their natural gas use as RNG.</p> <p>Offered beginning January 2020.</p> <p>Enbridge plans to begin offering a voluntary RNG program to its customers beginning in 2021. Enbridge plans to source some of this RNG from the soon to open landfill gas project at Niagara Falls generating enough RNG to heat 8,750 homes making it the largest project in Ontario.</p> <p>Energir is currently signing up customers for its RNG program and plans to have RNG make up 5% of its gas supply by 2025.</p>	<p>EB-2020-0066: Ontario Energy Board approved Enbridge application to establish a pilot voluntary RNG program where customers may choose to pay an additional \$2 a month.</p> <p>Program beginning January 2021.</p>		

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO STAFF'S FIRST REQUEST FOR INFORMATION
DATED JUNE 6, 2023

6. Explain why industrial sales customers are not eligible for the pilot program.

Response:

The proposed Green Path Rider is limited to residential and commercial sales customers to manage the total volumes used. The supply agreement that is in place, has an annual maximum volume that can be purchased at the set price of \$3.00 per dekatherm. If industrial customers are included, it is more likely that the Company will exceed that maximum volume.

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO STAFF'S FIRST REQUEST FOR INFORMATION
DATED JUNE 6, 2023

7. Confirm that a customer who wants to invest in carbon emission reductions is limited to reductions of 100 percent of his own usage. If not, explain why not.

Response:

The program is designed to offer customers an option to offset either 50% or 100% of their natural gas related usage. The Company choose to offer a 50% option to provide customers a lower cost option if they were interested in emissions reductions, but do not want to offset a full 100%.

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO STAFF'S FIRST REQUEST FOR INFORMATION
DATED JUNE 6, 2023

8. Refer to the Evans Direct Testimony, page 8, footnote 1,
- a. Provide the percentage of the customer base represented by 87 responses.
 - b. Provide the percentage of the customer base represented by 141 responses.
 - c. Explain how each of these percentages is statistically significant to justify a new program.

Response:

- a. 0.6% of the customer base
- b. 0.1% of the customer base
- c. The Company did not intend for the survey to be statistically significant, as the proposed program is a voluntary program. The survey was designed to determine if any customer interest existed, and the results do show that some customer interest exists. Since only those customers participating in the program will pay for the costs of the program, the Company did not feel that it was necessary to ensure a statistically significant response to the survey.

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO STAFF'S FIRST REQUEST FOR INFORMATION
DATED JUNE 6, 2023

9. Refer to the Direct Testimony of Andrew Campbell (Campbell Direct Testimony), page 9, lines 1–13. Provide examples of conditions or requirements that would cause the third-party provider to terminate the program.

Response:

Please refer to Columbia's Response to PSC Staff Data Request Set 1, No 10 Confidential Attachment A. Specifically, the section titled "General Terms and Conditions" lists these items.

KY PSC Case No. 2022-00049
Response to Staff's Data Request Set One No. 10
Respondent: Andrew Campbell

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO STAFF'S FIRST REQUEST FOR INFORMATION
DATED JUNE 6, 2023

10. Refer to the Campbell Direct Testimony, page 5, lines 5–14. Provide a copy of the third-party supply agreement.

Response:

Please refer to 2022-00049 PSC Staff Data Request Set 1, No 10 Confidential Attachment

A.

renew^{RNG™} Program Agreement

Counterparty Contact Information:	NiSource Corporate Services Company (“Counterparty”) Attn: ██████████ ██████████ <i>With a copy to:</i> ██████████ NiSource Corporate Services Company	Address: 801 E. 86 th Ave. Merrillville, IN 46410 Email: ██████████ Address: 290 W. Nationwide Blvd. Columbus, OH 43215 Email: ██████████
EM Contact Information:	Element Markets Renew, LLC (“EM”) ██████████ <i>With a copy to:</i> Attn: renewRNG Operations	Address: ██████████ ██████████ Tel: ██████████ Email: ██████████ Address: ██████████ ██████████ Tel: ██████████ Email: ██████████
Effective Date:	May 10, 2022 (the “Effective Date”)	
Commencement Date:	November 1, 2022	
Overview:	<p>Once all required regulatory approvals are received with respect to one or more Affiliates of Counterparty (defined below), including, but not limited to, an approving order from the relevant Affiliate’s state utility regulator, each of EM and Counterparty (each, a “Party” and together, the “Parties”) will, on behalf of the applicable Affiliate(s), work together to register and make filings required to market and sell the renew^{RNG™} Product to the customers of such Affiliate(s) to displace or offset emissions resulting from natural gas consumption (the “renew^{RNG™} Program”). The enrolled customer demand for each Affiliate will be contracted under this Program Agreement pursuant to an Affiliate Confirmation (defined below) based upon the natural gas consumption of customers enrolled by such Affiliate in the renew^{RNG™} Program.</p>	
General Terms and Conditions:	<p>THIS PROGRAM AGREEMENT (THIS “PROGRAM AGREEMENT”) IS GOVERNED BY, AND SUBJECT TO, THE GENERAL TERMS AND CONDITIONS OF THE renew^{RNG™} PROGRAM ATTACHED AS <u>EXHIBIT B</u> TO THIS AGREEMENT (THE “GTCs”) IN ALL RESPECTS. THE GTCs ARE DEEMED INCORPORATED INTO AND MADE PART OF THIS PROGRAM AGREEMENT BY REFERENCE. IN THE EVENT OF A CONFLICT BETWEEN THE GTCs AND THIS PROGRAM AGREEMENT, THE APPLICABLE TERM OF THIS PROGRAM AGREEMENT WILL PREVAIL. DEFINED TERMS USED AND NOT OTHERWISE DEFINED IN THIS AGREEMENT HAVE THE MEANING GIVEN TO SUCH TERMS IN THE GTCs. THIS PROGRAM AGREEMENT, THE GTCs AND ANY AFFILIATE CONFIRMATION(S) EXECUTED HEREUNDER ARE REFERRED TO COLLECTIVELY AS THE “AGREEMENT”.</p>	
Certain Definitions:	<p>“Affiliate” means, exclusively relative to Counterparty, the following local distribution companies: (1) Northern Indiana Public Service Company LLC; (2) Columbia Gas of Pennsylvania, Inc.; (3) Columbia Gas of Kentucky, Inc.; (4) Columbia Gas of Virginia, Inc.; and (5) Columbia Gas of Maryland, Inc. For purposes of clarity, (A) the foregoing list of “Affiliates” is exclusive, and no other entity is referenced by or subject to this Program Agreement and (B) the term “Affiliate” does not relate to or reference EM in any way.</p> <p>Affiliate Confirmation” means a confirmation executed by and between EM and Counterparty with respect to an Affiliate in the form attached as <u>Exhibit A</u> to this Agreement.</p>	

	<p>“Contract Price” means the price at which a Product is sold to Counterparty by EM, as specified in an Affiliate Confirmation.</p> <p>“Contract Quantity” means the quantity of Product to be Delivered to Counterparty by EM in accordance with the relevant Affiliate Confirmation, determined based upon the natural gas consumption of the Affiliate’s customers enrolled in the renew^{RNG}™ Program and measured as a daily average.</p> <p>“Contract Year” means each discrete twelve-month period following the Commencement Date.</p> <p>“Delivery”, “Deliver” or “Delivered” means the receipt of documentation by Counterparty from EM or a Registry confirming retirement of the Product by EM in accordance with an Affiliate Confirmation.</p> <p>“Delivery Period” means, with respect to an Affiliate Confirmation, the period over which Product is Delivered by EM to Counterparty or its Affiliate.</p> <p>“EAs” or “Environmental Attributes” means any and all credits, benefits, emission reductions, offsets and allowances, howsoever entitled, attributable to the production, combustion or other use of Renewable Natural Gas injected into a natural gas commercial distribution pipeline system including, without limitation, [REDACTED]</p> <p>“Product” or “renew^{RNG}™ Product” means a bundled product comprised of Environmental Attributes and Verified Carbon Offsets provided by EM to Counterparty to reduce or offset emissions attributable to a customer’s natural gas consumption meeting the criteria set forth in the section titled ‘Product Specifications’ below.</p> <p>“Registry” means a non-profit or governmental organization that tracks one or more Products, including, without limitation, M-RETS, Climate Action Reserve, Verra, Gold Standard, the Clean Development Mechanism, and the American Carbon Registry.</p> <p>“renew^{RNG}™ Portal” means the web-based interface through which EM may provide Counterparty with the Contract Price for various Products.</p> <p>“RNG” or “Renewable Natural Gas” means processed biogas, measured in Dekatherms, comprised of a mixture of carbon dioxide and hydrocarbons primarily comprised of methane gas, released from the biological decomposition of organic materials and injected into the natural gas commercial distribution pipeline system in accordance with the applicable pipeline quality standard at the injection point.</p> <p>“Verified Carbon Offset” or “VCO” means the destruction, avoidance or sequestration of greenhouse gas (GHG) emissions, including, without limitation, Carbon Dioxide (CO₂), Methane (CH₄), Nitrous Oxide (N₂O), and Fluorinated Gases (Sulfur Hexafluoride (SF₆), PFCs, and Nitrogen Trifluoride (NF₃)). No matter the GHG, all Verified Carbon Offsets are normalized to one metric ton of carbon dioxide equivalent (CO₂e). All Verified Carbon Offsets transacted in a Registry are verified in accordance with protocols adopted by the applicable Registry.</p>
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Term:	This Program Agreement will become effective as of the Effective Date (defined on page 1) and remain in effect until the fifth (5 th) anniversary of the Commencement Date unless earlier terminated in accordance with the section of this Program Agreement titled 'Termination' below. Notwithstanding expiration or termination of this Program Agreement, (i) any provisions of the Agreement relating to performance of an Affiliate Confirmation will survive such expiration or termination until all Affiliate Confirmations executed under the Program Agreement are fully performed or otherwise terminated and (ii) any Affiliate Confirmation will continue in full force and effect for the duration of the Delivery Period of such Affiliate Confirmation.
Termination:	EM may, by providing Counterparty with written notice of termination at least one hundred and eighty (180) days prior to the end of any current Contract Year, terminate this Program Agreement effective as of the last day of the Contract Year in which the termination notice is received by Counterparty. [REDACTED] [REDACTED] Counterparty may, by providing EM with written notice of termination at least one hundred and eighty (180) days prior to the end of any current Contract Year, terminate this Program Agreement effective as of the last day of the Contract Year in which the termination notice is received by EM. [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Regulatory Termination:	If a (i) law, rule, regulation or order is passed, adopted or issued, or (ii) binding determination or clarification of an existing law, rule or regulation is made which, in either case, pursuant to the written advice of counsel of Counterparty provides that the renew ^{RNG} ™ Program must be terminated or cannot be offered by Counterparty or an Affiliate under applicable law, rule or regulation, or that the cost of said program may not be recovered from the applicable Affiliate's customers (a " Regulatory Change "), Counterparty may terminate this Program Agreement by providing written notice of such termination to EM. Termination by Counterparty pursuant to this paragraph will also apply to any Affiliate Confirmation to the extent performance of such Affiliate Confirmation by Counterparty or the applicable Affiliate is unlawful or otherwise restricted or if the costs of the renew ^{RNG} ™ Program cannot be recovered from the applicable Affiliate's customers.
Annual Maximum Volume:	As of the Commencement Date and, unless modified by EM as provided below, EM's obligation to provide renew ^{RNG} ™ Product to Counterparty across all Affiliate Confirmations executed hereunder is subject to a maximum of, and will not exceed, [REDACTED] (the " Annual Maximum Volume "). [REDACTED] [REDACTED] [REDACTED]
Contract Price:	The Contract Price for the renew ^{RNG} ™ Product will be equal to \$3.00 per Dekatherm for the duration of the first Contract Year. EM may adjust the Contract Price with respect to a Contract Year by providing Counterparty within notice of any such change in writing one hundred and eighty (180) days prior to the first day of the Contract Year to which the change applies.
Marketing [REDACTED]	[REDACTED] [REDACTED]
Pricing:	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

Product Specifications:	Each Dekatherm of renew ^{RNG™} Product offered is comprised of a blend of five percent (5%) RNG and ninety-five percent (95%) VCOs, measured on average and expressed daily (renew5). The characteristics of the RNG and VCO components of the Product, subject to compliance with this section and any Affiliate Confirmation, will be determined by EM in its sole discretion.
Determining the Contract Quantity:	Within [fifteen] days following the end of each month following the Commencement Date, Counterparty shall provide EM (or cause EM to be provided) with the aggregate natural gas usage of Affiliate customers enrolled in the renew ^{RNG™} Program. Upon receipt of such usage data from Customer, EM will determine the Contract Quantity for each Affiliate Confirmation for Delivery in accordance with the section of this Program Agreement titled 'Delivery' below.
Invoicing and Payment:	EM shall invoice Counterparty for the quantity of Product to be delivered under each Affiliate Confirmation multiplied by the Contract Price on or before the fifteenth (15th) day of each month following the Commencement Date or within two Business Days of receiving data for determination of the Contract Quantity from Counterparty, if later. Counterparty shall pay to EM the invoiced amount, without set-off, offset, netting, right of retention or withholding, in accordance with the payment instructions set forth in such invoice on or before the twenty-fifth (25th) day of the month (or ten (10) days following receipt of EM's invoice, if later), except for payment with respect to any volumes disputed in good faith by Counterparty as not having been delivered. All past due payments shall accrue interest at the Interest Rate calculated from the due date up to, but not including, the date payment is received in full.
Delivery:	EM shall Deliver the Contract Quantity of renew ^{RNG™} Product with respect to each month following the Commencement Date on or before the last day of the month in which payment is received in accordance with the then-current procedures of any applicable Registry or Affiliate Confirmation and applicable law. EM's obligations hereunder are subject to Counterparty providing EM with all information required to effect Delivery in accordance with each Affiliate Confirmation. EM and Counterparty will cooperate and assist each other in complying with any and all obligations relating to Delivery of the Contract Quantity. Unless otherwise requested by Counterparty on the applicable Affiliate Confirmation, any Product Delivered by EM under this Agreement will be retired in the name of the applicable Affiliate.

By signing below, the Parties agree to be bound by the terms and conditions contained in this Agreement.

Element Markets Renew, LLC		NiSource Corporate Services Company	
<i>Signature:</i> <small>DocuSigned by:</small> [Redacted]	<i>Title:</i> [Redacted]	<i>Signature:</i> [Redacted]	<i>Title:</i> [Redacted]
<i>Printed Name:</i> [Redacted]	<i>Date:</i> [Redacted]	<i>Printed Name:</i> [Redacted]	<i>Date:</i> 5/16/2022

[Redacted] [Redacted] [Redacted] [Redacted]

EXHIBIT A
FORM OF AFFILIATE CONFIRMATION



Date: [_____]
To: NiSource Corporate Services Company
From: Element Markets Renew, LLC
Re: renew^{RNG}™ Affiliate Confirmation No. [___] ([name of Affiliate])
Transaction No.: [_____]

The purpose of this letter agreement is to confirm the terms and conditions of the transaction described below with respect to [Affiliate Name]'s participation in the renew^{RNG}™ Program entered into between Counterparty and EM (the "Transaction"). This letter agreement constitutes an "Affiliate Confirmation" as referred to in that certain renew^{RNG}™ Program Agreement between Counterparty and EM (each, a "Party" and together, the "Parties"), dated [insert program agreement date] (the "Program Agreement"). This Affiliate Confirmation supplements, forms part of, and is subject to, the Program Agreement and GTCs, and the terms of the Program Agreement and GTCs govern this Affiliate Confirmation except as may be expressly stated below. In the event of any conflict between this Affiliate Confirmation and the Agreement, the terms of this Affiliate Confirmation will prevail. Capitalized terms used in this Affiliate Confirmation and not otherwise defined have the meanings given to such terms in the Program Agreement.

Buyer: NiSource Corporate Services Company (Counterparty)
Seller: Element Markets Renew, LLC (EM)
Affiliate ID: [Affiliate ID]
Affiliate Name: [_____]
Contract Price: \$3.00/Dekatherm, subject to adjustment in accordance with the Program Agreement
Delivery Start Date: [_____] (first day of a month on or after the Commencement Date)
Delivery End Date: [_____]
Services: EM will use reasonable efforts to provide the following services with respect to this Affiliate Confirmation:
(a) Register and track Products on applicable Registries; and
(b) Arrange monthly retirement of Products on behalf of Counterparty or [Affiliate Name] and facilitate receipt of evidence of retirement of such Products.
Delivery: [] Retirement by EM on behalf of Affiliate (via Affiliate-specific subaccount, where permissible)
Product: renew5™ for natural gas usage of enrolled customers of Affiliate, determined based upon aggregated usage data provided by Counterparty or Affiliate to EM following the end of the applicable month beginning as of the Delivery Start Date.
Customers: [Redacted]

Special Conditions:
[If Registry is not applicable, include frequency of delivery of attestations and any required content (form of attestation, if applicable, to be provided as an appendix).]
[If none, indicate "None" or "N/A"]

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renew^{RNG™} Program Agreement

EXECUTION COPY

Each of the Parties caused its authorized representative to execute this Affiliate Confirmation where indicated below as of the date first written above.

ELEMENT MARKETS RENEW, LLC

NISOURCE CORPORATE SERVICES COMPANY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



General Terms and Conditions

v. CI-2022.4-2

Agreement. These General Terms and Conditions, together with a Program Agreement and any Affiliate Confirmation executed thereunder, are referred to as the “**Agreement.**” Any term not otherwise defined in these General Terms and Conditions has the meaning given to such term in the Program Agreement or applicable Affiliate Confirmation.

Certain Definitions. The following capitalized terms used in this Agreement are defined as follows:

“**Affiliate**” means a person that, directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified; provided that with respect to Element Markets Renew, LLC (“**EM**”), the term “Affiliate” refers exclusively to Element Markets, LLC and the entities controlled, directly or indirectly, by Element Markets, LLC.

“**Business Day**” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday. A Business Day shall open at 9:00 a.m. and close at 6:00 p.m. Central Prevailing Time.

“**Force Majeure**” means any act, event, condition, or circumstance, whether foreseeable or unforeseeable, that (i) is not reasonably within the control of, does not result from the fault or negligence of, and cannot be avoided or overcome by the exercise of reasonable diligence by the Party claiming Force Majeure and (ii) prevents or delays the affected Party’s performance of any one or more of its obligations under this Agreement (except for the performance of any payment obligation).

“**Interest Rate**” means

“**Party**” means either Counterparty or EM individually, referred to together as the “Parties.”

Taxes. EM is responsible for all taxes applicable to a Product prior to transfer of title of the Product to Counterparty. Counterparty is responsible for all taxes applicable to a Product from and after transfer of title of the Product to Counterparty, in each case excluding any income taxes of the other Party.

Billing Disputes. If there is a good faith dispute regarding any invoice, the Party obligated to pay such invoice shall pay the undisputed amount of such invoice and provide the other Party with the basis of its dispute in writing. The Parties will promptly work to resolve the dispute in accordance with this Agreement, and any remaining payments due will be made by the obligated Party within five (5) Business Days of such resolution and shall include interest at the Interest Rate calculated as of the original date of invoice. The paying Party’s right to dispute an invoice will be deemed waived if not exercised within one (1) year after the date of such invoice.

Mutual Representations and Warranties. Each Party represents and warrants the following to the other Party as of the date of this Agreement, and as of the date of each Delivery of the renew^{RNG™} Product hereunder:

- (i) It has, and at all times during the Term will have, all necessary power and authority to execute, deliver, and perform its obligations under this Agreement;
- (ii) The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and does not violate any of the terms or conditions of its governing documents, or any contract to which it is a party, or any law or other legal or regulatory determination applicable to it; and
- (iii) There is no pending or (to its knowledge) threatened litigation, arbitration, or administrative proceeding that materially adversely affects its ability to perform its obligations under this Agreement.

[Continued on following page]

Representations and Warranties of EM. EM represents and warrants the following to Counterparty with respect to the Product Delivered to Counterparty hereunder:

- (i) It has not sold, transferred, or otherwise disposed of any Product sold hereunder except as provided herein;
- (ii) Each Product meets the specifications set forth in this Agreement;
- (iii) EM is conveying good and marketable title to the Product to Counterparty; and
- (iv) All right, title, and interest in and to the Product is conveyed to Counterparty free and clear of any liens, taxes, claims, security interests, or other encumbrances, and upon receipt of the Product by Counterparty, Counterparty shall have all right, title, and interest in and to such Product, and
- (v) To the extent Delivered by EM to a Registry account of Counterparty, each Product is eligible for transfer or retirement by Counterparty as of the date Delivered by EM.

EM EXPRESSLY NEGATES ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

Event of Default. For purposes of this Agreement, a Party is in default (the “**Defaulting Party**”) upon the occurrence of any of the following with respect to such Party (each, an “**Event of Default**”):

- (i) Failure to make, when due, any payment required pursuant to this Agreement that is not remedied within five (5) Business Days of Notice from the other Party;
- (ii) Breach of any covenant or obligation that is expressly identified in the Agreement as a material covenant or material obligation that is not cured or remedied within five (5) Business Days of Notice from the other Party;
- (iii) The making of any representation or warranty that is misleading or false in any material respect when made or repeated and the impact of such misleading or false representation or warranty is not remedied within five (5) Business Days of Notice from the other Party;
- (iv) (A) An assignment or any general arrangement for the benefit of creditors; (B) voluntary or involuntary filing of a petition under Title 11 of the United States Code (§§ 101 et seq., the “**Bankruptcy Code**”), (C) the commencement or authorization or acquiescence to the commencement of a proceeding under the Bankruptcy Code or any insolvency or similar law for the protection of creditors; or (D) other bankruptcy or insolvency (however evidenced);
- (v) Appointment of a liquidator, receiver, trustee, conservator, or similar official with respect to such Party or any substantial proportion of its property or assets;
- (vi) The general inability to pay its debts as they fall due (or admission by such Party of such inability); or
- (vii) Repudiation of any obligation under this Agreement.

Remedies upon Default.

- (a) If an Event of Default occurs on the part of a Party and is continuing, the other Party (the “**Non-Defaulting Party**”) may (i) suspend performance of this Agreement, (ii) enforce any remedy provided in this Agreement with respect to such Event of Default; (iii) withhold any payment due to the Defaulting Party and/or (iv) provide the Defaulting Party with Notice of termination pursuant to paragraph (b) of this section; provided that the Non-Defaulting Party may only suspend performance or withhold payment for up to sixty (60) Days absent issuance of Notice pursuant to paragraph (b) of this Section.
- (b) Within two (2) Business Days’ following receipt by the Defaulting Party of the termination Notice (such date, the “**Early Termination Date**”), the Non-Defaulting Party may terminate this Agreement.
- (c) Promptly following the Early Termination Date, the Non-Defaulting Party shall aggregate all amounts due into a single amount by netting (x) all amounts due and not yet paid by the Non-Defaulting Party to the Defaulting Party under this Agreement and, at the option of the Non-Defaulting Party, any cash or other form of security then available to the Non-Defaulting Party against (y) any amounts due to the Non-Defaulting Party under this Agreement, so that all such amounts are netted out to a single liquidated amount (the “**Termination Payment**”).
- (d) The Non-Defaulting Party will provide the Defaulting Party with Notice of any Termination Payment as soon as practicable following determination of such amount, including an explanation of the calculation of such amount.

The Defaulting Party shall make the Termination Payment to the Non-Defaulting Party within two (2) Business Days after receipt of such Notice.

(e) If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within two (2) Business Days of receipt of Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute following transfer of performance assurance to the Non-Defaulting Party equal to the Termination Payment in a form acceptable to the Non-Defaulting Party in its reasonable good faith discretion.

Failure to Deliver/Receive. Notwithstanding anything in this Agreement to the contrary, the remedies set forth in this section are the exclusive monetary remedies of the performing Party for the other Party's failure to accept Delivery of all or any portion of the Contract Quantity of a Product or Deliver all or any portion of the Contract Quantity of a Product specified in an Affiliate Confirmation or otherwise in a Product Agreement, as applicable.

If Counterparty fails to accept Delivery of all or any portion of the Contract Quantity and such failure is not excused under the terms of this Agreement, Counterparty shall pay EM, within five (5) Business Days of invoice receipt, an amount equal to [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Notwithstanding the foregoing, Counterparty remains obligated in all instances to pay EM the Contract Price multiplied by the quantity of Product Delivered for which EM has not yet been paid. All determinations must be made in a commercially reasonable manner and [REDACTED]

[REDACTED] For the avoidance of doubt, if Counterparty determines in a commercially reasonable manner that [REDACTED]

[REDACTED]

Force Majeure. Performance of a Party's obligation(s) under this Agreement is excused during such times and to the extent such performance is prevented by reason of Force Majeure. The Party whose performance is prevented by Force Majeure must provide Notice of the occurrence of Force Majeure to the other party. Initial notice may be given orally; however, Notice including the full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event. The Party affected by Force Majeure shall use reasonable efforts to promptly remedy such Force Majeure and agrees to resume performance when possible. For the avoidance of doubt, Force Majeure excuses Seller from its obligation to Deliver the Contract Quantity for the duration of the Force Majeure event, but Seller agrees to use commercially reasonable efforts to deliver any excused volumes to Buyer during the remainder of the Contract Year in which the Force Majeure event occurs.

LIMITATION OF LIABILITY. THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED SATISFY THE ESSENTIAL PURPOSES OF THIS AGREEMENT. FOR ANY BREACH OR DEFAULT ARISING FROM ANY PROVISION FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH REMEDY OR MEASURE OF DAMAGES IS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED, INCLUDING ANY INDEMNIFICATION OBLIGATIONS RELATING THERETO. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED, LIABILITY SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AND SUCH DIRECT, ACTUAL DAMAGES ARE THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO SUCH PARTY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS MAY BE INCLUDED IN THIS AGREEMENT AS AN EXPRESS REMEDY, NEITHER PARTY

IS LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING LOST PROFITS (EXCEPT TO THE EXTENT THAT THE PAYMENTS REQUIRED TO BE MADE PURSUANT TO THIS AGREEMENT ARE DEEMED SUCH DAMAGES) OR BUSINESS INTERRUPTION DAMAGES, WHETHER BASED ON STATUTE, CONTRACT, TORT, UNDER ANY INDEMNITY OR OTHERWISE, WITHOUT REGARD TO CAUSE OR THE NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, ACTIVE OR PASSIVE, AND EACH PARTY HEREBY RELEASES THE OTHER PARTY FROM ANY SUCH LIABILITY, EVEN IF DURING THE TERM HEREOF IT ADVISES THE OTHER OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS AND ARE NOT A PENALTY.

Confidentiality. The parties agree to keep confidential the contents of this Agreement and any information made available by one Party to the other Party with respect to this Agreement, inclusive of the names of the customers of each Party (the “**Confidential Information**”). Notwithstanding the foregoing, the following information is excluded from the definition of Confidential Information:

- (i) Information that is or becomes available to the public other than as a result of a disclosure by either Party in violation of this Agreement;
- (ii) In respect of information that was already known by either Party on a non-confidential basis prior to the execution of this Agreement;
- (iii) In respect of information that becomes available to either Party on a non-confidential basis from a source other than the other Party where such source is not known by the receiving Party to be subject to a confidentiality obligation with respect to such information; and
- (iv) In respect of information that is independently derived and is not directly attributable to the Party with respect to which it relates.

Each Party agrees not to disclose Confidential Information to any other Party without the prior written consent of the disclosing Party and to use Confidential Information only in furtherance of the transaction(s) contemplated by this Agreement, provided that such consent shall not be required to the extent that disclosure is (i) required by any administrator or regulatory agency or staff, or as a part of any regulatory discovery, so long as such discovery is subject to a regulatory confidentiality requirement, in order to effectuate the transaction(s) under this Agreement or to comply with applicable law; (ii) made to a Party's Affiliate or it or their respective employees, consultants, contractors, advisors or corporate managers or members, so long as the party receiving such Confidential Information is bound by restrictions on the use and disclosure of Confidential Information at least as restrictive as those set forth in this Agreement or (iii) made to a professional advisor of each Party that has agreed to keep the matters disclosed confidential. The parties acknowledge and agree that in the event of a breach of this section of the Agreement, monetary damages may be insufficient to make the disclosing Party whole; as such, the Party disclosing the Confidential Information is entitled to seek equitable relief, including injunctive relief and specific performance, in addition to all other remedies available at law or in equity.

Standard of Performance. While EM will devote sufficient time and effort to perform the Services in a competent and professional manner, EM is not required to devote a specific amount of time to performance of the Services.

Intellectual Property. EM is and will be at all times the sole and exclusive owner of all right, title, and interest throughout the world in and to all the components and results of the renewRNG program and any Services performed under this Agreement, including all patents, copyrights, trademarks, trade secrets, and other intellectual property rights therein. Under no circumstances do any of the foregoing constitute a "work made for hire". Notwithstanding the foregoing, EM's rights with respect to the renewRNG program and the Services described in this paragraph do not extend to any confidential or proprietary information of Counterparty that may be contained therein and ownership of such confidential or proprietary information remains with Counterparty. Counterparty has no right or license to use, publish, reproduce, prepare derivative works based upon, distribute, perform, or display the renewRNG program (in whole or in part) except to the extent expressly agreed in connection with its offering of the renewRNG program under this Agreement with EM (whether under the same name or another branding scheme or name chosen by Counterparty for the renewRNG program).

Indemnification. Each Party agrees to indemnify and hold harmless the other Party, its Affiliates, and it and their respective directors, officers, employees, agents and successors and permitted assigns, from and against any and

all third-party claims, losses, liabilities, damages, judgments, liens, awards, fines, penalties, costs and expenses of every kind, including without limitation reasonable attorneys' fees and disbursements ("**Claims**"), in any case incurred in connection with or arising from or out of (i) a breach by the indemnifying Party or its Affiliate of its representations, warranties or obligations under this Agreement or (ii) the negligence or willful misconduct by the indemnifying Party or its Affiliate, in each case in proportion to and only to the extent such Claims are caused by or result from the occurrence of either event described in clause (i) or (ii) of this paragraph on the part of the indemnifying Party. For the avoidance of doubt, the indemnifying Party shall not be liable for any damages resulting from the negligence or willful misconduct of the indemnified Party or its Affiliates' directors, officers, employees, agents, or successors or permitted assigns.

Notices. All notices, demands, and other communications hereunder (each, a "**Notice**") are effective only if given in writing and are deemed given (i) when delivered in person; (ii) when delivered by private courier (with confirmation of delivery); (iii) when transmitted by e-mail (with confirmation of transmission); or (iv) five (5) Business Days after being deposited in the United States mail, first-class, registered, or certified, return receipt requested, with postage paid. For purposes hereof, all Notices must be sent to the contacts and addresses provided in the Program Agreement (or to such other address(es) that may be furnished via Notice by one Party to the other Party from time to time).

Assignment. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Neither Party may transfer or assign this Agreement, in whole or in part, without the other Party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed; provided that each Party agrees to grant such consent in the context of a merger or sale of all or substantially all of such Party's assets or the assets of a business unit of such Party to which this Agreement relates; and provided further that such resulting successor or acquiring entity or person agrees in writing to assume all of EM's rights and obligations hereunder. Notwithstanding the foregoing, either Party may, without the consent of the other party, assign its rights and obligations under this Agreement to an Affiliate so long as (i) such Affiliate agrees to assume all rights and obligations of such Party hereunder, (ii) the assigning Party provides Notice of such assignment or transfer to the other Party and (iii) the assignee is of equal or greater creditworthiness relative to the assignor following such assignment, as evidenced by documentation satisfactory to the non-assigning Party as determined in such Party's reasonable good faith discretion. Upon any transfer or assignment permitted by this Agreement, the assignor is released from its obligations hereunder to the extent such obligations are assumed by the assignee.

Amendment. This Agreement may be amended at any time, but only by a written agreement signed by both parties.

No Waiver. No delay or omission by a Party in the exercise of any right under this Agreement is to be taken, construed, or considered as a waiver or relinquishment thereof. If any of the terms and conditions herein are breached and thereafter waived in writing by a Party, such waiver is limited to the breach so waived and is not deemed to waive any other breach hereunder.

Severability. If any provision or portion of this Agreement is found to be unenforceable, the remainder is to be enforced as fully as possible and the unenforceable provision is deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein.

Complete Agreement. The Agreement represents the parties' final and mutual understanding concerning its subject matter. It replaces and supersedes any prior agreements or understandings, whether written or oral.

No Relationship. Nothing in this Agreement is to be construed to constitute a joint venture, fiduciary relationship, partnership, or other joint undertaking between the parties.

Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ANY CHOICE OF LAW OR CONFLICTS OF LAW RULES OR PRINCIPLES THAT WOULD PERMIT OR REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

Dispute Resolution. Each Party will refer any dispute between the Parties arising under or pertaining to this Agreement to representatives of the Parties for informal dispute resolution discussions as soon as practicable. If the designated representatives do not reach a mutually acceptable resolution of the dispute within thirty (30) days of such referral, the Parties may submit such dispute to mediation or other dispute resolution process as may be agreed upon by the Parties. If the dispute is not resolved within ninety (90) days from the date of such submission for mediation or other dispute resolution process, either Party may bring an appropriate action at law or in equity in the state or federal courts of the borough of Manhattan, New York. Each Party waives any objection which it may have at any time to the laying of venue of any such proceedings brought in any such court, waives any claim that such

proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such proceedings, that such court does not have any jurisdiction over such Party. Nothing in this Agreement to the contrary shall, or is intended to, prevent either Party from bringing an action in equity to seek injunctive relief, if necessary, to avoid irreparable harm. EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, and all of which together are deemed to be the same instrument. Portable Document Format (“PDF”) transmission of any signed original document, and retransmission of any PDF transmission, will be the same as delivery of any original document.

Forward Contract; Non-Utility Acknowledgement. The Parties acknowledge and agree that this Agreement constitutes a “forward contract” as defined in Section 101(25) of the Bankruptcy Code and/or a “commodities contract” as defined in Section 761(4) of the Bankruptcy Code, as such terms are used in Section 556 of the Bankruptcy Code. Each Party further agrees that, for purposes of this Agreement, the other Party is not a “utility” as such term is used in Section 366 of the Bankruptcy Code, and each Party waives and agrees not to assert the applicability of the provisions of such Section 366 in any bankruptcy case wherein such Party is a debtor.

Further Assurances. Each Party shall provide the other Party any information or documentation reasonably requested or required to effect a transfer of renew^{RNG™} Product pursuant to the terms of this Agreement, will cooperate to cause a transfer to occur, and will otherwise comply with all applicable procedures and requirements of applicable law relating to the transfer.

Dodd-Frank Provisions. At the time of execution of this Agreement and upon entering into each Affiliate Confirmation thereafter, each party represents and warrants that it constitutes an “eligible commercial entity” as such term is defined in the Commodity Exchange Act (7 U.S.C.A. Section 1a (17)), and it constitutes an “eligible contract participant” as such term is defined in the Commodity Exchange Act (7 U.S.C.A Section 1a (18)). Neither party intends to enter into a reportable Swap Transaction as that term is defined by the Dodd-Frank regulations with the other party. If any time the parties enter in a transaction that is deemed to be reportable Swap Transaction under the Dodd Frank regulations, the parties agree to immediately terminate such transaction and neither party shall be liable to other party for any damages or costs incurred as a result of the termination of such transaction. Each party will provide to the other party any information reasonably requested by such other party to enable such other party to comply with any applicable CFTC Regulations in connection with a transaction. The parties intend that all transactions entered into under this Agreement will be forward contracts as that term is used in CFTC Dodd-Frank regulations. Notwithstanding any restrictions on disclosure to the contrary in this Agreement or in any non-disclosure, confidentiality or similar agreement between the parties, each party consents to the disclosure of information only to the extent required by CFTC Regulations and only to the persons or entities contemplated by those CFTC Regulations.

* * *

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO STAFF'S FIRST REQUEST FOR INFORMATION
DATED JUNE 6, 2023

11. Refer to the Campbell Direct Testimony, page 4, lines 15–20, in which Columbia Kentucky discusses the purchases of renewable natural gas environmental attributes and carbon offsets. State whether, outside of the third-party agreement, Columbia Kentucky or any of its affiliates have any type of relationship with the third-party provider.

Response:

Neither Columbia Gas of Kentucky, nor any of its affiliates, have a relationship outside of the agreement with the third-party provider.

COLUMBIA GAS OF KENTUCKY, INC.
RESPONSE TO STAFF'S FIRST REQUEST FOR INFORMATION
DATED JUNE 6, 2023

12. Confirm that the Joint Stipulation and Settlement Agreement filed in Case No. 2021-00386¹ contemplated the offering of gas/carbon neutral products by Choice Program marketers and discuss the possible impacts of the proposed Green Path Rider on Columbia Kentucky sales customers who might otherwise be interested in participating in Choice marketers' green product offerings.

Response:

The currently void Joint Stipulation and Settlement Agreement filed on September 22, 2022 in Case No. 2021-00386 contained the following provision on page 3:

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.

¹ Case No. 2021-00386, *Electronic Tariff Filing of Columbia Gas of Kentucky, Inc. to Extend Its Small Volume Gas Transportation Service* (filed Sept. 22, 2022), Joint Stipulation and Settlement Agreement.

Columbia is generally aware of the fact that certain retail CHOICE marketers offer products, but does not have specific details of each individual contract between retail CHOICE marketers and customers participating in that program. Columbia anticipates that if the Commission permits the offering of the Green Path Rider, eligible customers will be afforded an additional option to offset part or all of their carbon emissions stemming from the use of natural gas.