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March 22, 2023

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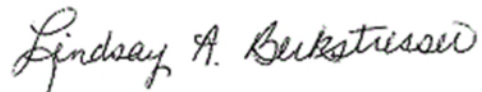
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
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Harrisburg, PA 17105-3265

**Re: Columbia Gas of Pennsylvania, Inc. Supplement No. 343 Proposed Tariff
Modifications for Inclusion of the Green Path Rider
Docket Nos. R-2022-3032167, et al.**

Dear Secretary Chiavetta:

Attached for filing is the Reply Brief on behalf of Columbia Gas of Pennsylvania, Inc., in the above-referenced proceeding. Copies will be provided per the Certificate of Service.

Respectfully submitted,



Lindsay A. Berkstresser
Principal

LAB/kl
Attachment

cc: Honorable Christopher P. Pell (*via email; w/att.*)
Honorable John M. Coogan (*via email; w/att.*)
Certificate of Service

CERTIFICATE OF SERVICE

I hereby certify that true and correct copies of the foregoing have been served upon the following persons, in the manner indicated, in accordance with the requirements of § 1.54 (relating to service by a participant).

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Date: March 22, 2023



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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission	:	R-2022-3032167
Office of Consumer Advocate	:	C-2022-3032404
Retail Energy Supply Association,	:	C-2022-3032550
Shipley Choice, LLC, and NRG Energy, Inc.	:	
	:	
v.	:	
	:	
Columbia Gas of Pennsylvania, Inc	:	

**REPLY BRIEF ON BEHALF OF
COLUMBIA GAS OF PENNSYLVANIA, INC.**

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Date: March 22, 2023

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I. Introduction

Columbia Gas of Pennsylvania, Inc. (“Columbia” or the “Company”) hereby submits this Reply Brief in response to the main briefs¹ submitted by the Office of Consumer Advocate (“OCA”) and the Retail Energy Supply Association, Shipley Choice, LLC, and NRG Energy, Inc. (“RESA/NGS Parties”). Columbia’s Reply Brief is limited to addressing the arguments or issues raised in the OCA’s or RESA/NGS Parties’ main briefs that were not specifically addressed in the company’s Main Brief.

On March 9, 2023, counsel for Columbia informed Deputy Chief Administrative Law Judge Pell and Administrative Law Judge Coogan (collectively, the “ALJs”), via email with all parties copied, that Columbia, the Bureau of Investigation and Enforcement (“I&E”) and the Office of Small Business Advocate (“OSBA”) had agreed to settlement terms that resolved all issues between these parties, and that these parties intended to file a Joint Petition for Non-Unanimous Settlement (“Non-Unanimous Settlement”). On that same date, also via email, ALJ Coogan directed that the Non-Unanimous Settlement should be filed on or before March 22, 2023, the date that reply briefs are due, and that any comments regarding the Non-Unanimous Settlement will be due on March 29, 2023. As such, simultaneously with the filing of this reply brief, Columbia is filing a Joint Petition for Non-Unanimous Settlement along with Statements in Support from the settling parties. To the extent that the Non-Unanimous Settlement, if approved, modifies the Green Path Rider pilot program and/or Columbia’s obligations as they relate to the Green Path Rider, this is noted below.

¹ The Pennsylvania State University (“PSU”) also submitted a Main Brief but Columbia will not be addressing the PSU Main Brief in its Reply Brief.

As explained herein and more fully in the company's Main Brief, Columbia seeks approval of the Green Path Rider to provide its customers with an option to reduce the greenhouse gas emissions associated with their natural gas usage. This program is completely voluntary and will have no cost impact on those customers who do not choose to participate in the program. This program is legally permissible and includes reasonable customer protections. Columbia submits that it has sustained its burden of proof that the terms of the Green Path Rider are just and reasonable and, as such, the Green Path Rider pilot program should be approved, as modified by the Non-Unanimous Settlement.

II. Reply Argument

A. Green Path Rider Program Design

1. Response to OCA's claim that Columbia plans to mislead its customers regarding the use and impact of RNG environmental attributes and carbon offsets.

The OCA, in its Main Brief at page 8 though page 9, states that even though Columbia will not know the source of the Renewable Natural Gas ("RNG") environmental attributes that will be used to supply the Green Path Rider, and that Columbia's agreement with the third-party supplier of the carbon offsets does not limit the carbon offsets to projects within Pennsylvania or the United States, Columbia planned to market the Green Path Rider as a program designed to reduce the carbon footprint of participating customers. The OCA called this potentially deceptive and misleading. (OCA M.B. at 9.)

Columbia addressed the OCA's claim that the Company is intentionally misleading customers about the program's design and environmental impact in Section II.E.1 of its Main Brief, and will not repeat those arguments here. Regarding the OCA's underlying claim that Columbia will not know the source of the RNG environmental attributes being

purchased, this claim is simply wrong. Columbia witness Evans established early in this proceeding, in his rebuttal testimony, that Columbia will receive the source location of both the RNG environmental attributes and carbon offsets purchased, and that Columbia plans to make this information available to its customers by posting it on its website. (Columbia St. No. 1-R, pp. 4-5, 24.) Witness Evans clarified this again in his cross-examination testimony (Tr. 73, lines 5-18 (confidential)), and his testimony is supported by OSBA Hearing Exhibit No. 2 Confidential, which was entered into the record during the February 15, 2023 evidentiary hearing. As to OCA's claim that Columbia's agreement with the third-party supplier of the carbon offsets does not limit the carbon offsets to projects within Pennsylvania or the United States, this is true; however, as explained in Columbia's Main Brief, Section II.E.1., if carbon offsets are used correctly and come from verifiable sources, they can be used to reduce greenhouse gas emissions regardless of geography. (Columbia St. No. 1-R, p. 18.) Columbia notes that the Joint Petition for Non-Uniform Settlement, at paragraph 27, if approved, requires that the RNG environmental attributes and carbon offsets come from projects in North America.

Columbia submits that the OCA's claim that Columbia plans to mislead its customers regarding the use and impact of RNG environmental attributes and carbon offsets is premised on inaccurate information and is not supported by the evidentiary record, and therefore does not provide a proper basis for denying approval of the Green Path Rider.

2. Response to OCA's complaint that the Green Path Rider pilot program does not include metrics to evaluate the pilot program.

On page 9 through 10 of its Main Brief, OCA contends that the Company has not proposed the metrics that will be collected and evaluated as part of the Green Path Rider

pilot program. Respectfully, this is not accurate. Columbia witness Evans addressed the metrics that will be assessed if the Green Path Rider pilot program is approved, and these metrics include enrollment levels for both residential and commercial customers, the tier selected (i.e., 50% or 100% reduction), attrition level and volumes, and whether customer interest in and knowledge of renewable energy resources increases as a result of the educational component of the Green Path Rider. (Columbia St. No. 1-R, p. 6). This information will be assessed to gauge customer interest in renewable energy resources and paying for these types of resources. OCA witness Alexander testified that she opted *not* to address Columbia's proposed criteria since she does not recommend that this pilot program be approved (OCA St. No. 1-R, p.7.) In light of OCA's witness acknowledging in testimony that Columbia did indeed propose metrics, it is clear that the OCA's argument that Columbia failed to propose metrics to assess the pilot program is without merit. Columbia notes that the Non-Unanimous Settlement, at paragraphs 21, requires Columbia to file an annual report on or before April 1 of each year of the pilot program, and sets forth a detailed list of information that the Company must collect and include in the annual report. Columbia has also agreed to, at paragraph 24 of the Non-Unanimous Settlement, to provide surveys to participating customers at the time of enrollment and exit from the program, seeking customer feedback relating to the decision to enroll/exit the program; feedback on rate/price; and opinion and understanding of carbon offsets, RNG environmental attributes, and RNG. Copies of surveys conducted by the Company, as well as survey results, will be provided to the Statutory Advocates, in a confidential manner, at the time the Company submits its Annual Report.

3. Response to OCA's claim that Columbia did not differentiate between the regulatory policies of the states where the pilot program has been proposed.

OCA, on pages 10 and 11 of its Main Brief, contends that the Green Path Rider, which is a program submitted for approval by other NiSource companies in their respective jurisdictions, does not differentiate between the regulatory policies of each of these states. This is not correct. Columbia witness Evans testified that the Columbia Gas of Pennsylvania regulatory and legal teams spent months refining this program so that the program met the regulatory policies of the Commonwealth. The Green Path Rider tariff page reflects some of these refinements. To the extent that the programs do not differentiate between states that have adopted restructuring, this is because this distinction does not impact the program design. (Columbia St. No. 1-RJ, p. 3.)

B. Green Path Rider Rate and Cost Recovery

1. Response to OCA's assertion that the Green Path Rider is not a good value for customers.

The OCA asserts that the Green Path Rider is not a good value for customers for the following reasons: (1) the products being offered (*i.e.*, RNG environmental attributes and carbon offsets) will do nothing to lower the carbon footprint of participating customers, and at best the customer will be “offsetting their carbon usage and/or buying financial products that support the development of renewable natural gas” (OCA M.B. at 12); (2) Columbia has not researched customers’ acceptance of RNG environmental attributes and carbon offsets (OCA M.B. at 12); (3) there is no meaningful way for a customer to compare the Green Path Rider rate with what the customer would pay for an equivalent product on the open market (OCA M.B. at 13); and (4) the Green Path Rider is more expensive in comparison to the other carbon emission offset programs offered by other utility companies in other jurisdictions (OCA M.B. at 14). OCA then characterizes the Green Path Rider as a “boondoggle” – which is defined by the Merriam-Webster

Dictionary² as “a wasteful or impractical project or activity often involving graft.” The OCA’s arguments about and characterization of the Green Path Rider pilot program are simply wrong.

Regarding the OCA’s claim that the RNG environmental attributes/carbon offset product being offered will do nothing to lower the carbon footprint of participating customers (OCA M.B. at 12), Columbia rebutted this claim in its Main Brief in Section II.E.1 (“OCA’s claim that Columbia is intentionally misleading customers about the program’s design and environmental impact is false and unfounded”), pages 24-25. Columbia will not repeat its full argument here, but will supplement its argument to address OCA’s statement that at best, the customer will be “offsetting their carbon usage and/or buying financial products that support the development of renewable natural gas.” As stated in Columbia’s Main Brief, RNG environmental attributes and carbon offsets are an established way to use and track renewable energy. And, despite the fact that the RNG environmental attributes and carbon offsets to be purchased as part of the Green Path Rider are not from projects located within Pennsylvania, the RNG environmental attributes/carbon offsets purchased will reduce emissions. (Columbia St. No. 1-R, p. 18.) Offsetting carbon usage is indeed a way to reduce greenhouse gas emissions. As for OCA’s assertion that customers will be buying “financial products” instead of renewable energy, this is a false statement and is not supported by the record. RNG environmental attributes are not financial products because they are not readily traded and no exchange exists to buy and sell them. Any other financial products (stocks, bonds, commodities and options) have exchanges to buy and sell. RNG attributes are used to track the environmental

² <https://www.merriam-webster.com/dictionary/boondoggle>

properties of the Renewable Natural Gas that is put into the pipeline system. Without a way to appropriately track those properties, it could result in double counting of the environmental properties. RNG attributes must match up to physical gas that was injected into the system and physical gas that was used by a customer. (Columbia St. No. 1-R, p. 17) Thus, contrary to OCA's claim, customers who opt to participate in the program will indeed be purchasing renewable energy products that go to lower, or offset entirely, the customer's greenhouse gas emissions.

In response to OCA's point that Columbia has not specifically researched customers' acceptance of RNG environmental attributes and carbon offsets (OCA M.B. at 12), there will be no harm to customers if the Green Path Rider is approved and no customers choose not to enroll. The costs associated with this program will be recovered through the Green Path Rider rate itself, so the risk is on the Company, not customers, if Columbia has over-estimated customer interest in the program. (Columbia notes that the issue of cost recovery is addressed in paragraphs 25 and 26 of the Non-Unanimous Settlement. Thus, uncertainty as to customer interest should not be a reason for denying the program. Additionally, the Green Path Rider pilot program provides an opportunity to assess customer interest in both RNG environmental attributes and carbon offsets, and to educate customers about these types of renewable energy resources.

Regarding OCA's claim there is no meaningful way for a customer to compare the Green Path Rider rate with what the customer would pay for an equivalent product on the open market (OCA M.B. at 13), no party's witness suggested in testimony that Columbia would or intended to overcharge customers for the RNG environmental attributes/carbon offset mix. To the contrary, RESA/NGS Parties' are opposing the program in part because they believe that Columbia intends to offer the RNG environmental attributes/carbon

offsets to customers below cost. (RESA/NGS Parties' M.B. at 3). However, should a customer want to compare the Green Path Rider rate with the price of an equivalent product on the open market, Columbia witness Evans testified during cross examination that a customer could make such a comparison by taking their usage, converting it into pounds of carbon and tons, and applying the price per ton. (Tr. 85, lines 8-9.) The Environmental Protection Agency publishes how many pounds of carbon are produced from one dekatherm, so this information is publically available to customers. (Tr. 85, lines 16-23.)

Regarding the OCA's claim that the Green Path Rider is more expensive in comparison to two other carbon emission offset programs offered by other utility companies in other jurisdictions, the Nicor Energy's TotalGreen program in Illinois and DTE's Clean Vision program in Michigan (OCA M.B. at 14), Columbia witness Evans addressed this issue in his testimony. While the Green Path Rider does have similarities to the two programs referenced by OCA, these programs also have major differences that account for the difference in price. The Nicor Total Green program is very similar to the GPR, except that it only includes **1% RNG environmental attributes** and **99% carbon offsets**, whereas the Green Path Rider will use a 5%/95% mix of RNG environmental attributes and carbon offsets. RNG and RNG attributes are more expensive than carbon offsets; hence, if Columbia were to reduce the Green Path Rider mix to include only 1% RNG environmental attributes, the price would be much closer (if not the same) as what Nicor charges. (Columbia St. No. 1-R, p. 22.) DTE's Clean Vision program also uses RNG environmental attributes and carbon offsets, but it is not based on actual customer usage. It is a flat fee program that allows customers to choose to pay \$4, \$8, \$12 or \$16 per month for the program. This will then offset some amount of the

customer's carbon emissions. Since the GPR is tied to actual customer usage, it is expected that it could be a higher price for the customer. Another thing that can cause differences in pricing is the timing of the programs. RNG, RNG environmental attributes and carbon offsets are all purchased on a contract basis. In the past two years, the price of carbon offsets has more than doubled. If a utility had contracted for carbon offsets two years ago, they would have a much different price than what is being offered today. (Columbia St. No. 1-R, p. 22.) As noted above, the explanation of why there is a price difference was provided in testimony and OCA witness Alexander did not dispute this explanation. Moreover, the Green Path Rider is designed as an optional program and no customer will be forced to participate; thus, if a customer believes that the program is too expensive, they will not choose to participate.

C. Consumer Protections and Customer Education

1. Response to OCA's arguments that Columbia's lack of proposed customer educational materials as part of its filing is a "severe and fatal defect" of Columbia's proposal.

OCA states in its Main Brief that "consumer education before a customer enrolls in an optional service that would increase the total bill is a necessary protection. (OCA M.B. at 15.) Columbia agrees, which is why the Company committed to submitting its customer educational materials to the Commission prior to issuing the material. (Columbia St. 1-R, p. 7.) Additionally, the Joint Petition for Non-Unanimous Settlement, if approved, requires Columbia to provide the statutory advocates copies of the customer educational materials 30 days prior to using the materials to allow the statutory advocates the opportunity to review and provide feedback on the materials. Columbia will also host two virtual working groups with the statutory parties to discuss the customer educational materials. (Non-Unanimous Settlement, ¶ 22 & 23.) As to OCA's argument that

Columbia’s lack of proposed customer educational materials as part of its initial filing is a “severe and fatal defect” of Columbia’s proposal, this argument should be rejected because inclusion of draft educational materials is not a filing requirement, nor, to Columbia’s knowledge, is this a customary practice for utilities proposing new customer programs. For example, Columbia did not include draft customer educational or marketing materials related to its Residential Energy Efficiency Program as part of the filing seeking approval of its now Commission-approved Residential Energy Efficiency Program³.

2. Response to OCA’s arguments that low income customers should not be permitted to participate in the Green Path Rider and that customers should be dropped from the pilot program if the Green Path Rider rate changes, unless the customer affirmatively accepts the new rate.

Although Columbia addressed both of these arguments in its main brief, Section II.C.1., it is worth stating again that there is no record evidence that supports the OCA’s position that residential customers, low income or otherwise, lacks the capacity to make informed decision regarding products that they want to purchase or programs that they want to participate in. Customers who enroll in the pilot program will do so knowing that they will be charged an addition cost and that the rate could change each year in January. Further, the OCA also failed to provide any evidence or legal precedent that supports treating low and moderate income customers *who are not payment troubled or enrolled in a customer assistance program* in a manner that is different from other residential customers. Although Columbia has the burden of proof that the terms and conditions of the Green Path Rider are just and reasonable, the OCA cannot simply make claims

³ Columbia’s Residential Energy Efficiency Program was approved in the Company’s 2022 base rate proceeding by Commission order entered on December 8, 2022, at Docket No. R-2022-3031211.

without any evidentiary or legal support for those claims. (Findings of fact necessary to support an adjudication of the Commission must be based upon substantial evidence. *Met-Ed Indus. Users Group v. Pa. PUC*, 960 A.2d 189, 193 n.2 (Pa. Cmwlth. 2008) (citing 2 Pa.C.S. § 704).

D. Competitive Market Issues

Columbia's Main Brief, on pages 14-24, extensively addresses the legal arguments made by the OCA and RESA/NGS Parties regarding competitive market issues, and Columbia will not repeat those here. Below, Columbia responds to two factual arguments made in RESA/NGS Parties' Main Brief that lack evidentiary support.

RESA/NGS Parties' assert that Columbia is introducing the Green Path Rider as an effort to sell non-basic products that will displace competitive products. (RESA/NGS Parties' M.B. at 1). There is no evidentiary support in the record for a finding that approval of the Green Path Rider will displace competitive products. In fact, RESA/NGS Parties' witness Holtz admits that there is no evidentiary support to conclude that there will be any harm to the competitive market, testifying that "evidence of Columbia or other utilities luring customers will be impossible for any supplier to prove." (RESA/NGS Parties St. No. 1-SR, p. 3.) Thus, witness Holtz is merely speculating as to what he thinks may occur, without any data to support his theory.

RESA/NGS Parties' assert that it should be "assumed" that Columbia intends to manage the Green Path Rider pilot program using its existing operations and maintenance structure (RESA/NGS Parties M.B. at 10), or stated differently – that a portion of the costs to manage the Green Path Rider will be recovered through base rates. There is absolutely no evidence to support this claim. RESA/NGS Parties cite to the Company's initial Green Path Rider filing in support of making this claim, but that filing

does not contain any information that can reasonably be used to support this claim. RESA/NGS Parties also cite to its witness' direct testimony and Columbia witness Evans' direct testimony, but if one reviews the portions of testimonies cited, these testimonies do not offer any factual support for this claim either. In fact, witness Holtz's direct testimony only offers speculation, as is evident from his statement that "it seems improbable that Columbia will recover all the internal overheads associated with this product." (RESA/NGS Parties St. No. 1, p. 6.) All parties to this proceeding were afforded ample opportunity to conduct discovery⁴, and indeed all active parties including RESA/NGS Parties issued data requests, yet RESA/NGS Parties cannot support its claim by citing to any record evidence. The Company, in its initial filing and throughout this proceeding, has presented the anticipated costs associated with implementation of the Green Path Rider, along with a proposal to recover those costs. To speculate that the Company intends to do anything other than what it has stated in this proceeding, without support, is irresponsible and inappropriate. As such, RESA/NGS Parties claim should be rejected.

III. Conclusion

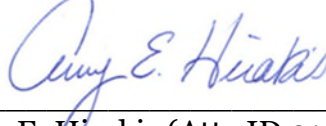
WHEREFORE, Columbia Gas of Pennsylvania, Inc. respectfully requests that Deputy Chief Administrative Law Judge Pell and Administrative Law Judge Coogan find that Columbia has sustained its burden of proof that the terms of the proposed Green Path Rider is just and reasonable, and recommend approval of Supplement No. 343 to Columbia's Tariff – Gas Pa. P.U.C. No. 9, as modified by the Joint Petition for Non-Unanimous Settlement.

⁴ From the time that the Green Path Rider was filed until the February 15, 2023 evidentiary hearing, parties had more than nine (9) months to conduct discovery.

Respectfully submitted,

COLUMBIA GAS OF PENNSYLVANIA, INC.

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Date: March 22, 2023