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May 1, 2023

***VIA ELECTRONIC FILING***

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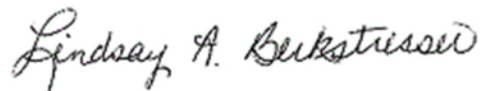
**Re: Columbia Gas of Pennsylvania, Inc. Supplement No. 343 Proposed Tariff  
Modifications for Inclusion of the Green Path Rider  
Docket Nos. R-2022-3032167, et al.**

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Dear Secretary Chiavetta:

Attached for filing are the Replies to Exceptions on behalf of Columbia Gas of Pennsylvania, Inc., in the above-referenced proceeding. Copies will be provided as indicated on 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.*)  
Office of Special Assistants (*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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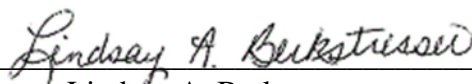
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Date: May 1, 2023

  
Lindsay A. Berkstresser

**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	:	

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**REPLIES OF COLUMBIA GAS OF PENNSYLVANIA, INC.  
TO THE EXCEPTIONS OF THE OFFICE OF CONSUMER ADVOCATE  
AND RETAIL ENERGY SUPPLY ASSOCIATION,  
SHIPLEY CHOICE, LLC, AND NRG ENERGY, INC.**

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## **I. INTRODUCTION**

Columbia Gas of Pennsylvania, Inc. (“Columbia” or the “Company”) hereby files these Replies to the Exceptions of the Office of Consumer Advocate (“OCA”) and the Retail Energy Supply Association, Shipley Choice, LLC, and RNG Energy, Inc. (“RESA/NGS Parties”) to the Recommended Decision (“RD”) issued by Deputy Chief Administrative Law Judge Christopher P. Pell and Administrative Law Judge John Coogan (the “ALJs”). On April 18, 2023, the ALJs issued the RD recommending that the Pennsylvania Public Utility Commission (“Commission”) approve the Joint Petition for Non-Unanimous Settlement, filed on March 22, 2023, by Columbia, the Bureau of Investigation and Enforcement, and the Office of Small Business Advocate (“JPNUS”). (RD, p. 114.) On April 26, 2023, OCA and RESA/NGS Parties each filed Exceptions to the RD, none of which support overturning the ALJs’ well-reasoned RD. For reasons explained below, and in Columbia’s briefs and supporting statements to the JPNUS, the Commission should reject the Exceptions of OCA and RESA/NGS Parties and adopt in its entirety the RD’s recommendation to approve the JPNUS.

## **II. REPLIES TO EXCEPTIONS**

### **A. REPLIES TO EXCEPTIONS OF OCA**

#### **1. OCA Exception No. 1 should be denied.**

OCA claims that the RD erred by recommending approval of the JPNUS because the Green Path Rider would add an optional, non-basic service as a separate line item on the utility bill. (OCA Exec., pp. 2-5.) According to OCA, an optional, non-basic product should not be included as a separate line item on the utility bill unless there is a legislative mandate to offer the non-basic product. (OCA Exec., p. 4.) As support for its argument, OCA cites *PAETEC Communications, Inc., Supplement No. 49 to Tariff Telephone – PA P.U.C. No. 3*, Docket No. R-2022-3031945, et

al., Order at 6 (Not. 10, 2022) (“*PAETEC*”). The RD correctly determined the Commission’s decision in *PAETEC* is not applicable to the Green Path Rider and does not support OCA’s claim that it is inappropriate to include the Green Path Rider as a separate line item on the utility bill. (RD, p. 109.) Moreover, the RD correctly determined that the Green Path Rider complies with 66 Pa. C.S. § 1509, which requires that utility bills be itemized in a manner that separately reflects charges for basic service, and 66 Pa. C.S. § 2203, which requires that consolidated utility bills for retail customers contain sufficient unbundled charge information to enable the customer to determine the basis for those charges. *See* 66 Pa. C.S. §§ 1509, 2203. (RD, p. 109.)

The Commission’s decision in *PAETEC* does not support OCA’s argument. The line item charge being proposed by the competitive local exchange carrier companies (“CLECs”) in *PAETEC* is distinguishable from the Green Path Rider. The *PAETEC* decision is specific to a proposal by CLECs to charge certain customers a “Time Division Multiplexing Connectivity Charge” or a “TDMCC,” which relates to the bandwidth capacity necessary to provide Internet Protocol (“IP”) based service. *PAETEC* at \*2-3. The Green Path Rider is being proposed as an optional service, whereas the TDMCC is a necessary component of providing certain *basic* internet service. *PAETEC* at \*2-3. The Commission’s reasoning for denying the proposed charge in *PAETEC* was that the CLECs sought to include a component of basic service as a separate line item. In denying the charge, the Commission distinguished the manner in which a utility bills for basic services from the manner in which a utility bills for optional services and explained as follows:

Second, the Commission has not generally sanctioned the indiscriminate use of multiple line-item charges on telephone bills for the recovery of "pass-through" charges or other separately identifiable costs relating to the provision of service. The use of line items is normally restricted to charges for optional services as well as taxes and surcharges that have been specifically mandated by this Commission or the Federal Communications Commission. In this regard, 66

Pa.C.S. § 1509 states, in pertinent part, that "All bills shall be itemized to separately show amounts for basic service, Federal excise taxes, applicable State sales and gross receipts taxes, to the extent practicable, fuel adjustment charge, if any, State tax adjustment charge or other similar components of the total bill as the commission may order." (Emphasis Added). A carrier could conceivably identify any number of separate costs relating to its provision of service to customers and could propose to recover any or more of these costs in separate line items on its bills. However, multiplying rate elements on a bill without a specific regulatory mandate or any other obvious reason may unnecessarily complicate the bill, and could serve to confuse rather than enlighten a customer as to the true cost of purchasing service from a carrier.

*PAETEC* at \*6-8. Clearly, the Commission was concerned with the CLECs' proposal to separate certain elements of basic service into separate line item charges.<sup>1</sup> Unlike the proposed charge in *PAETEC*, the Green Path Rider is an optional, non-basic service, and therefore it is appropriate to bill for the Green Path Rider as a separate line item. *See* 66 Pa.C.S. § 1509. In fact, the RD correctly noted that the *PAETEC* decision recognizes that it is appropriate to charge optional services as separate line items. (RD, p. 109, fn. 362.)

Contrary to OCA's claims, the Commission's reference to a "specific regulatory mandate" in the *PAETEC* decision was to provide an example of when it may be appropriate for a utility to bill for a component of basic service as a separate line item charge. *PAETEC* at \*6-8. Again, the Green Path Rider does not involve basic utility service. *See* Columbia MB, p. 15.

OCA claims that, unlike the electric supply market, there is no legislative mandate requiring that natural gas supply sales conform to a renewable energy directive. (OCA Exec., p. 4.) Therefore, according to OCA, the Green Path Rider is not appropriate because Columbia is not legally required to offer it. (OCA Exec., pp. 4-5.) The fact there is no equivalent to the

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<sup>1</sup> In denying the proposed charge, the Commission pointed to the fact that "[t]he description of the TDMCC raised concerns with the ability to determine the exact circumstances under which a customer would be assessed the TDMC." *PAETEC* at \*3. The Commission also stated that "the exact circumstances under which the TDMCC would be applied remain nebulous at best." *PAETEC* at \*5. Unlike the TDMCC proposed in *PAETEC*, it is clear which customers will be charged the Green Path Rider – only those eligible customers who elect it.

Alternative Energy Portfolio Standards Act for natural gas utilities does not mean that Columbia is prohibited from offering programs related to alternative energy. As Columbia explained in its Main Brief, there is no reason to require a legal mandate before Columbia is permitted to offer products that add value to customers, especially when the Commission's regulations specifically acknowledge that utilities may offer non-basic services. *See, e.g., 52 Pa. Code §§ 56.2, 56.23, 56.232.* (Columbia MB, pp. 18-19.)

The RD correctly determined that Columbia's proposal to bill the Green Path Rider as a separate line item on the utility bill is permissible and complies with the Public Utility Code and the Commission's regulations, and OCA's Exception should be denied. (RD, pp. 108-109.)

**2. OCA Exception No. 2 should be denied.**

OCA claims that the RD's approval of the JPNUS is flawed because the JPNUS does not alleviate OCA's concerns with the Green Path Rider. (OCA Exec., p. 5) As explained in Columbia's briefs and its Statement In Support of the JPNUS, the OCA's concerns do not provide a reasonable basis for rejecting the Company's Green Path Rider proposal as modified by the JPNUS. (Columbia MB, pp. 6-14; Columbia RB pp. 2-11.) The RD weighed the record evidence, including the concerns raised by OCA, and correctly recommended approval of the JPNUS as reasonable and in the public interest. (RD, pp. 103-111). OCA's objections to the JPNUS do not provide a basis for overturning the RD's recommendation and should be denied.

**i. The RD correctly concluded that Columbia's customer surveys demonstrate that Columbia's customers have a general interest in mitigating the effects of natural gas usage. (RD, p. 107.)**

OCA claims that the questions in Columbia's customer surveys were vague and do not support the conclusion that customers are interested in the Green Path Rider.<sup>2</sup> (OCA Exec., pp. 5-

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<sup>2</sup> Columbia summarized the results of its surveys on pages 8-9 of its Main Brief.

7.) OCA's concerns with Columbia's surveys are not warranted. First, Columbia did not indicate in the surveys that any particular product or program would be offered to customers. Instead, the RD correctly concluded that Columbia's surveys "do show a general interest from Columbia's customers in being provided options to mitigate effects caused by use of conventional gas" and that "Columbia has demonstrated a clear interest from its customers in being provided a program to mitigate effects caused by the use of conventional natural gas." (RD, pp. 105, 107.) Second, the Green Path Rider is an optional program, and customer interest can be gauged by the number of customers who enroll in the program. *See* RD, p. 107. As provided for in Paragraphs 25 and 26 of the JPNUS, the costs associated with this program will be recovered through the Green Path Rider rate itself, so the Company, and not customers, are at risk if Columbia has over-estimated customer interest in the program. (Columbia MB, p. 7.) For these reasons, the RD correctly determined that OCA's concerns regarding customer interest do not provide a reasonable basis for rejecting the JPNUS. (RD, p. 107.)

**ii. The RD correctly determined that it would have been premature for Columbia to develop education materials prior to the approval of the Green Path Rider and that the JPNUS addresses OCA's concerns regarding the development of education material. (RD, p. 106.)**

OCA claims that the RD should not have recommended approval of the JPNUS because Columbia has not developed education materials for the Green Path Rider. (OCA Exec., pp. 7-8.) The RD correctly concluded that it would have been premature for Columbia to complete consumer education materials before the program is approved by the Commission. (RD, p. 106.) There is no requirement to develop education materials before a program is approved, and to do so would not be an efficient use of resources since the program that is ultimately approved may

not be exactly the same as the program that was originally proposed, which may require the education materials to be revised or recreated.

OCA's concerns regarding education materials ignores Columbia's commitment to develop clear education materials and provide them to customers. *See* RD, p. 106. Columbia explained that, if the Green Path Rider is approved, the Company will provide customers with accurate and transparent education materials that fully explain the program and how it works. These education materials will enable customers to make informed choices about participation in the program. (Columbia MB, p. 13.) Columbia explained that it will provide the education materials on the Company's website, through direct mail, and social media communications. (Columbia St. No. 1, pp. 6-7.)

The RD correctly concluded that the JNPUS addresses OCA's concerns because the JPNUS provides for feedback from the Statutory Advocates regarding consumer education materials. (JPNUS ¶ 23; RD, p. 106.) Although OCA claims that there is no guarantee that Columbia will incorporate its feedback into the materials, the RD specifically addressed this concern when it stated, "we have no reason to believe that parties won't implement the terms of the Settlement in good faith, which should include incorporating the input of Statutory Advocates when appropriate." (RD, p. 106.) For these reasons, OCA's concerns about the development of education material is not a reason to overturn the RD's recommended approval of the JPNUS.

Finally, with respect to OCA's claim that the notice on Columbia's website regarding RNG is misleading, OCA takes Columbia's webpage out of context. (OCA Exec., p. 7.) Columbia explained that the Company's website provides a webpage dedicated to RNG, which was created to inform customers about RNG and to let RNG producers know what is required if they would like to request an interconnect with the Company. (Columbia St. No. 1-R, pp. 7-8.) This webpage

is not related to the Green Path Rider pilot program, nor does it make any mention of the Green Path Rider. (Columbia MB, p. 27.) Therefore, OCA’s claim that Columbia’s website is intended to mislead the public about the Green Path Rider is unfounded.

**iii. The RD correctly rejected OCA’s claim that there are no actionable metrics that could be used to evaluate the pilot program. (RD, p. 107.)**

OCA claims that the JPNUS does not provide a sufficient basis for evaluating the pilot program’s success. (OCA Exec., pp. 9-10.) The RD did not find OCA’s argument persuasive, explaining that “[t]he JPNUS provides for specific criteria and customer surveys to help evaluate the program’s success, including enrollment levels, characteristics of purchased RNG environmental attributes and carbon offsets, as well as customer feedback.” (RD, p. 107.)

Specifically, the JPNUS states:

D. Data Collection

24. The Company will provide surveys to participating customers at the time of enrollment and exit from the program, seeking customer 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.

(JPNUS, ¶ 24.) OCA’s position that there are insufficient metrics to evaluate the pilot program is contrary to the JPNUS and should be rejected.

**iv. The RD correctly concluded that the Green Path Rider contains adequate consumer protections, which alleviate OCA’s concerns regarding low-income customers. (RD, p. 110.)**

OCA claims that the Green Path Rider could harm low-income customers who enroll in the pilot program if they later determine that the program is too costly. (OCA Exec., p. 10.) OCA’s position ignores the many consumer protections included in Columbia’s Green Path Rider

proposal. Columbia explained that the Green Path Rider includes the following consumer protections:

- Restricting residential customers who are participating in the Company's CAP from enrolling in the pilot program.
- Restricting customers who are in arrears from enrolling in the pilot program.
- Removing participating customers from the pilot program if they are in arrears for a period of three billing cycles.
- Prohibiting service termination for non-payment of the Green Path Rider portion of the bill.
- Advising customers of a change in the annual rate 30 days in advance of the new rate.

(Columbia MB, p. 12; Columbia Gas Exhibit 1, p. 22 (Green Path Rider tariff page).) The RD correctly concluded that the OCA's concerns do not merit denying the Green Path Rider because, in addition to the consumer protections included in Columbia's proposal, participation in the pilot program is voluntary, and customers can leave the program if costs become too burdensome or they otherwise no longer find the Green Path Rider appealing. (RD, p. 110). OCA's claims regarding lack of consumer protections are not supported by the record evidence and should be rejected.

### **3. OCA Exception No. 3 should be denied.**

OCA argues that the RD erred by recommending approval of the JPNUS as just and reasonable because, according to OCA, the actual starting rate for the Green Path Rider is not known. (OCA Exec., pp. 11-12.) OCA is incorrect. Columbia clearly explained its cost recovery proposal for the Green Path Rider. The 2023 rate for the 100% option is \$3.28 per Dth, while the

cost for the 50% option is \$1.78 per Dth. (Columbia St. No. 1-R, p. 3.) The per Dth cost includes the fixed rate provided by the third-party supplier of RNG environmental attributes and carbon offsets, plus the costs of implementing the Green Path Rider, which Columbia anticipates will be a one-time capital cost of \$186,000 for IT programming and \$33,500 in annual O&M expense for customer education. (Columbia Gas Exhibit 1, p. 6; Columbia St. No. 1, p. 7.) The third-party supplier must provide 180 days advance notice of a change in rate, and Columbia will notify customers before the new rate takes effect and update the tariff accordingly. Customers can leave the pilot program if they do not wish to pay the new rate. (Columbia St. No. 2, pp. 7-8.) There is no evidence to support OCA's claim that the Green Path Rider rate is not known or that it is not just and reasonable in accordance with Section 1301 of the Public Utility Code, 6 Pa. C.S. § 1301, and its exception should be denied.

## **B. REPLIES TO EXCEPTIONS OF RESA/NGS PARTIES<sup>3</sup>**

### **1. RESA/NGS Parties' Exception No. 1 should be denied.**

In Exception No. 1, RESA/NGS Parties claim that the RD erred by not recognizing the Green Path Rider as a competitive product. (RESA/NGS Parties' Exec., pp. 2-3.) There is no record evidence to support a finding that the Green Path Rider is a competitive product. Therefore, RESA/NGS Parties' Exception No. 1 should be denied.

RESA/NGS Parties allege that "Columbia admits that the GPR is competitive, i.e., intended to compete with products already in the market. . ." (RESA/NGS Parties' Exec., p. 2.) RESA/NGS Parties provide no record support for this statement, and it is not correct. Columbia clearly explained that the Green Path Rider is not intended to compete with natural gas suppliers offering

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<sup>3</sup> As an initial matter, RESA/NGS Parties claim that the "ALJ's [sic] conveniently overlooked [certain facts raised by the RESA/NGS Parties] in their rush to approve the GPR because it was subject to a settlement." (RESA/NGS Parties' Exec., p. 1.) RESA/NGS Parties accusation is speculative and lacks any factual support. Therefore, it should be disregarded.

similar products, nor is it intended to cause more customers to elect default supply service. (Columbia MB, pp. 16-17.) The purpose of the Green Path Rider is simply to allow default service customers an option to purchase renewable natural gas attributes and carbon offsets, which is an option that would otherwise not be available to customers who receive default supply. (Columbia St. No. 4-R, p. 5.) RESA/NGS Parties' arguments that the Green Path Rider is intended to compete with natural gas suppliers and keep customers on default natural gas supply service are purely speculative and are not supported by substantial evidence. Accordingly, the ALJ correctly rejected these claims. (RD, pp. 107-110.)

**2. RESA/NGS Parties' Exception No. 2 should be denied.**

RESA/NGS Parties argue that the RD erred by failing to mandate that the Commission's Standards of Conduct regulations at 52 Pa. Code §§ 62.141-142 be applied to the Green Path Rider. (RESA/NGS Parties' Exec., p. 3.) As explained herein and in Columbia's Main Brief and Reply Brief, the RD correctly concluded that the Standards of Conduct do not apply to the Green Path Rider because the Green Path Rider does not constitute "natural gas supply services" as defined in 66 Pa. C.S. § 2202 and Columbia is not a natural gas supplier or a natural gas distribution company marketing affiliate pursuant to 52 Pa. Code § 62.141. (RD, pp. 107-109.) Therefore, RESA/NGS Parties' Exception No. 2 should be denied.

The RD rejected RESA/NGS Parties' position that the Green Path Rider is subject to the Standards of Conduct. (RD, pp. 107-108.) The RD found no basis to characterize the Green Path Rider as offering "natural gas supply services." (RD, p. 108.) The RD's conclusion is supported by Section 2202 of the Public Utility Code, which defines "natural gas supply services" as follows:

- (1) The term includes:
  - (i) the sale or arrangement of the sale of natural gas to retail gas customers;
  - and

(ii) services that may be unbundled by the commission under section 2203(3) (relating to standards for restructuring of natural gas utility industry).

(2) The term does not include distribution service.

66 Pa. C.S. § 2202. As the RD pointed out, even the RESA/NGS Parties admit that the Green Path Rider does not sell renewable natural gas, but rather renewable natural gas attributes and carbon offsets. (RD, p. 108.) Moreover, the RD correctly determined that Columbia does not qualify as a natural gas supplier or a natural gas distribution company marketing affiliate pursuant to 52 Pa. Code § 62.141, and therefore the Standards of Conduct do not apply. (RD, p. 109.)

RESA/NGS Parties' citation to *Dominion Retail, Inc. v. Pa. PUC*, 831 A.2d 810 (Pa. Cmwlth. 2003) ("*Dominion*") provides no support for its argument. In *Dominion*, the Commonwealth Court affirmed the Commission's decision, stating:

We are also not persuaded by Dominion's argument. The Commission believes the FSS offering ***is not intended to compete with the offerings of NGSs.*** Instead, it primarily gives customers another option as an alternative to the traditional PGC rate that fluctuates throughout the year and is reconciled at the conclusion of that year. It affords customers the opportunity to lock in a price for a year that they can then factor into their household budgets without the possibility of later adjustments. Moreover, we note that Equitable will only be making its FSS offer four times per year and will be doing so in a way that is transparent to all NGSs, making it possible for NGSs to react accordingly with a price that is more attractive to consumers. Contrary to the very strict parameters established during the collaborative for the pricing of Rate FSS, NGSs continue to enjoy complete flexibility in pricing their supply service. ***Since Rate FSS is not intended to compete with suppliers such as Dominion, we do not view the Standards of Conduct as being applicable to Equitable's provision of Rate FSS.***

*Dominion* at \*815-16 (emphasis added.) Like the rate offering in *Dominion*, Columbia's Green Path Rider is not intended to compete with the products or services offered by natural gas suppliers. (Columbia MB, pp. 16-17.) Thus, the Standards of Conduct are not applicable.

In Exception No. 2, RESA/NGS Parties also claim that all Columbia customers will be subsidizing a portion of the costs of the Green Path Rider through base rates. (RESA/NGS Parties' Exec., p. 3.) This is not an accurate statement since the JPNUS provides for the recovery of all costs associated with the Green Path Rider from customers who enroll in the program, and not through base rates. *See* JPNUS ¶¶ 25 and 26. RESA/NGS Parties' incorrect and unsupported claims regarding customers subsidizing the Green Path Rider through base rates do not provide a basis for rejecting the Green Path Rider.

**3. RESA/NGS Parties' Exception No. 3 should be denied.**

RESA/NGS Parties argue that the RD erred in its conclusion that Columbia's proposal to include the Green Path Rider as a separate line item on the utility bill is permissible. (RESA/NGS Parties' Exec., pp. 6-7.) According to the RESA/NGS Parties, Columbia cannot bill for the Green Path Rider unless it is also willing to include similar products that are offered by suppliers on the utility bill. (RESA/NGS Parties' Exec., pp. 6-7.) As explained in Columbia's Main Brief, RESA/NGS Parties' position is inconsistent with the Commission's prior decisions on this subject. *See* Columbia MB, pp. 19-23. Therefore, RESA/NGS Parties' Exception No. 3 should be denied.

The RD agreed with Columbia's position and, consistent with the Commission's prior decisions on this subject, held that Columbia may include charges for non-basic products and services as a separate line item on the utility bill so long as it does so in a non-discriminatory manner. (RD, pp. 109-110.) The RD's conclusion is consistent with the Commission's decision in *Interstate Gas Supply*, in which the Commission held that a utility is not prohibited from affording itself a preference or advantage in the provision of billing services. *See Interstate Gas Supply, Inc. et al. v. Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company and West Penn Power Company*, Docket Nos. C-2019-3013805, *et al.*, 2021 Pa. PUC LEXIS 357 (Order entered Aug. 26, 2021) (reconsideration denied Apr. 14,

2022) (“*Interstate Gas Supply*”). RESA/NGS Parties do not provide a valid basis for overturning the RD’s well-reasoned recommendation on this issue.

**4. RESA/NGS Parties’ Exception No. 4 should be denied.**

RESA/NGS Parties allege that the RD improperly placed the burden of proof on other parties in this proceeding to prove that the Green Path Rider should be denied. (RESA/NGS Parties’ Exec., pp. 7-9.) The RD did not err in its application of the burden of proof. The RD correctly set forth the legal standards applicable to the burden of proof and applied them in this proceeding. *See* RD, pp. 7-9. The RD explained that the burden of proof to establish the justness and reasonableness of every element of the utility’s proposed rate rests solely with the public utility. (RD, p. 7.) The RD recognized that while the burden of proof remains with the public utility throughout the rate proceeding, a party who proposes an adjustment to the utility’s claim bears the burden of proof with respect to its proposal. (RD, p.7.) The RD also indicated that after a utility establishes a prima facie case, the burden of persuasion shifts to the other parties to rebut the prima facie case. (RD., p. 7.)

The RD set forth the legal standards applicable to ruling on non-unanimous settlements. *See* RD, pp. 8-9. The RD correctly explained that parties to the non-unanimous settlement must demonstrate that the proposed settlement is supported by substantial evidence and that the rates agreed to are just and reasonable, in the public interest, and in conformity with the Commission’s orders and regulations. (RD, p. 9.) The RD also considered the due process afforded to the non-settling parties. (RD, pp. 105-06). The RD thoroughly analyzed the evidence and legal arguments presented by the parties in this proceeding and correctly determined that the petitioners to the JPNUS met their burden of proving that the JPNUS is just, reasonable, and in the public interest. (RD, p. 106.) The record evidence supports this conclusion. Therefore, RESA/NGS Parties’ Exception No. 4 should be denied.


### III. CONCLUSION

For all the foregoing reasons, Columbia Gas of Pennsylvania, Inc. respectfully requests that the Pennsylvania Public Utility Commission deny the Exceptions of the Office of Consumer Advocate and the Retail Energy Supply Association, Shipley Choice, LLC, and RNG Energy, Inc. and adopt the RD in its entirety without modification.

Respectfully submitted,

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