

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of The East	)	
Ohio Gas Company d/b/a Dominion Energy	)	Case No. 22-0179-GA-ATA
Ohio for Approval of Tariff Revisions	)	

In the Matter of the Application of The East	)	
Ohio Gas Company d/b/a Dominion Energy	)	Case No. 22-0180-GA-UNC
Ohio for Approval of Carbon Offset Program	)	

**APPLICATION**

In accordance with R.C. 4905.04, R.C. 4905.06, R.C. 4905.30, and other applicable laws, The East Ohio Gas Company d/b/a Dominion Energy Ohio (DEO or the Company) respectfully requests that the Commission (i) approve DEO’s proposed voluntary carbon offset program (the “Decarbon Ohio Program” or “Program”); (ii) approve the proposed tariff revisions attached to this application as Attachment 1, which implement the terms and conditions of the Program; and (iii) approve the proposed bill format changes attached to this application as Attachment 2. To allow DEO to implement the proposed Program by 2023 or earlier, DEO requests that the Commission approve this application as soon as practicable and no later than November 30, 2022.

In support of its application, DEO states as follows:

**Summary of the Program**

1. DEO has observed a growing interest among customers in its service territory to participate in programs that would give them the opportunity to reduce the carbon footprint associated with their natural gas service. DEO also understands that competitive retail natural gas suppliers participating in DEO’s Energy Choice program are actively promoting or considering environmentally sustainable rate offers in response to such customer interest. Finally, many customers, investors, regulators, elected officials, and other stakeholders increasingly expect

public utilities to proactively address environmental and sustainability concerns, and to that end the Company is pursuing and will continue to pursue numerous initiatives to meet its sustainability goals.

2. In view of the foregoing, DEO has developed the Decarbon Ohio Program. Under the Program, certified Energy Choice suppliers would be responsible for the purchase and sale of carbon offsets and marketing carbon-offsetting rate offers to interested customers. DEO would facilitate the Program by fulfilling three roles: (a) educating customers on the importance of sustainability and the general availability of carbon-offsetting rate offerings; (b) administering the Program, including initial and ongoing review of supplier eligibility and Program compliance, customer enrollment, and the creation and maintenance of customer portals; and (c) validating that suppliers obtained sufficient certified carbon offsets to fully offset emissions associated with enrolled customers. The Program would be a voluntary, opt-in program for both customers and suppliers. DEO believes that a joint approach, by both the utility and suppliers, will bring additional visibility to such offerings and better enable customers to identify and understand available carbon-offsetting rate offerings.

3. DEO believes that the Program as designed is consistent with Ohio law, state energy policy, and DEO's well-developed Energy Choice marketplace and that approval of the Program is in the public interest. This application does not seek to recover any costs or to increase any DEO rate or charge. For these reasons and as explained in greater detail below, DEO respectfully requests that the Commission approve its application and the implementation of the Program.

### **Applicable Statutes and Regulations**

4. DEO is an Ohio corporation engaged in the business of providing natural gas service to customers in Ohio and, as such, is a “natural gas company” as defined by R.C. 4905.03(A)(5), and a “public utility” as defined by R.C. 4905.02.

5. Under R.C. 4905.04, the Commission is “vested with the power and jurisdiction to supervise and regulate public utilities” and “to require all public utilities to furnish their products and render all services exacted by the commission or by law.”

6. Under R.C. 4905.06, the Commission “has general supervision over all public utilities within its jurisdiction ... and may examine such public utilities and keep informed as to their general condition, capitalization, and franchises, and as to the manner in which their properties are leased, operated, managed, and conducted with respect to the adequacy or accommodation afforded by their service, the safety and security of the public and their employees, and their compliance with all laws, orders of the commission, franchises, and charter requirements.”

7. Under R.C. 4905.30(A), “A public utility shall print and file with the public utilities commission schedules showing all rates, joint rates, rentals, tolls, classifications, and charges for service of every kind furnished by it, and all rules and regulations affecting them. . . . The commission may prescribe the form of every such schedule, and may prescribe, by order, changes in the form of such schedules.”

8. Under R.C. 4905.70, the Commission “shall initiate programs that will promote and encourage conservation of energy and a reduction in the growth rate of energy consumption, promote economic efficiencies, and take into account long-run incremental costs.”

9. Under R.C. 4929.02(A)(3), it is the policy of the state to “[p]romote diversity of natural gas supplies and suppliers, by giving consumers effective choices over the selection of those supplies and suppliers.”

10. Under R.C. 4929.02(A)(11), it is the policy of the state to “[f]acilitate additional choices for the supply of natural gas for residential consumers, including aggregation.”

11. Under R.C. 4929.02(A)(12), it is state policy to “[p]romote an alignment of natural gas company interests with consumer interests in energy efficiency and conservation.”

12. This application does not seek to recover any costs associated with the Program or to increase DEO’s rates in this proceeding. Since this application is not for an increase in any rate, joint rate, toll, classification, charge, or rental, or to modify any regulation or practice affecting the same, it may be approved without a hearing or the publication of legal notice.

13. DEO does not believe that the acquisition of carbon offsets or the offering of carbon-offset rates by participating suppliers necessarily requires Commission approval. But given the direct involvement of customers and suppliers, and impacts on DEO billing and tariff provisions (as explained herein), DEO believes that Commission approval is necessary for DEO to implement the Program.

14. Finally, although DEO proposes herein that suppliers play the primary role in acquiring carbon offsets on behalf of interested customers, DEO believes that this activity could also appropriately be carried out by the utility. In this regard, if the Program is approved by the Commission, but does not prove successful with respect to customer and/or supplier participation, or if other evidence suggests that the Program is not achieving the intended

benefits or in the public interest, DEO may consider discontinuing the Program as structured and file a new application requesting authority to offer carbon offset credits directly to customers.<sup>1</sup>

### **Program Objectives**

15. The central objective of DEO's proposed Decarbon Ohio Program is to enable customers to effectively reduce carbon emissions through the use of offsets, supporting the sustainable use of natural gas.

16. A critical concern regarding the sustainability of natural gas services is the emissions associated with consumption, including carbon emissions. While direct methods of reducing unwanted emissions are available (such as increased energy efficiency, pipeline replacements, or hydrogen blending), a key component of any reduction strategy is indirect and involves investment in "carbon offsets."

17. A carbon offset is an action or activity in the form of projects (such as the planting of trees or carbon sequestration) that compensate for the emission of carbon dioxide or other greenhouse gases to the atmosphere. To qualify as a carbon offset, a project must be deemed additional, meaning that the project would not be built and operated without the money provided from the sale of offsets, and the resulting emission reductions must be real, permanent, and verified.

18. Given that DEO has largely exited the merchant function, direct purchases of natural gas for customers by DEO are limited, and most of those volumes are acquired through

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<sup>1</sup> In this regard, DEO is aware that Columbia Gas of Ohio, Inc. (Columbia) recently proposed a Carbon Reduction Rider, which would allow certain rate classes to opt in and pay an additional \$5.00 per account per month to fund the purchase of carbon offsets. This proposal is still pending review by the Commission. *See* Case No. 21-637-GA-AIR. DEO believes that Columbia's program design also represents an appropriate and valid approach to this issue, and that there would be no inconsistency in approving both DEO's and Columbia's programs. Doing so may in fact provide a valuable opportunity to observe how effectively different program designs achieve the same goal of encouraging participation and offsetting emissions. DEO reserves the right to modify this application if it deems necessary, including based on the Staff's review or the Commission's approval of Columbia's proposal or any other carbon offset program submitted to the Commission for its review during the pendency of this application.

the annual Standard Service Offer auction. Additionally, DEO's Energy Choice market is well-developed and over the years has evolved to provide customers with a wide array of supplier and supply options.

19. Given this background, rather than have DEO purchase and sell carbon offsets itself, DEO designed the Program to encourage voluntary transactions by providing an avenue for interested suppliers to offer interested customers carbon-offsetting commodity rates. DEO's role would be to educate customers on the benefits of carbon offsets and the availability of sustainable commodity rate offers; to administer and facilitate participation in the Program by interested parties; and to validate supplier performance under the Program, thus establishing accountability and increasing customer confidence.

#### **Program Benefits**

20. DEO believes that the proposed Program is consistent with state policies concerning the natural gas marketplace and conservation of energy, and the Program has been designed to leverage the strengths of marketers to design and offer a range of competitive rate offerings.

21. The Program would encourage the buying of offsets to fund projects that reduce or mitigate environmental impacts associated with natural gas consumption. In this manner, DEO believes that the Program advances the goals of R.C. 4905.70 and furthers state energy policy. By providing customers a supply option that offsets the carbon emissions related to their consumption of natural gas, the implementation of the Program would allow DEO, its customers, and suppliers to make meaningful contributions to both the reduction of emissions and the support of sustainable investments. The Program also will encourage suppliers to offer Energy

Choice customers additional and more diverse choices for natural gas supply rates, in furtherance of state policy.

22. The Program also presents an opportunity to educate consumers in the DEO service territory about environmental awareness, carbon emissions, carbon mitigation measures, the market for carbon credits, and the financing of carbon offset projects. Additional information regarding customer education is provided below.

23. In addition, the Program is consistent with Dominion Energy's overall sustainability goals to increase renewable natural gas (RNG), reduce methane emissions, and reach "Net Zero" emissions by 2050. DEO must continue to maintain both the safety and reliability of natural gas service, upon which customers have come to depend and expect, and the long-term growth necessary for its operations to remain financially sound. At the same time, however, customers, investors, regulators, elected officials, and other stakeholders are increasingly expecting utilities to proactively address environmental- and climate-related issues. For this reason, it is critical for DEO to explore and create opportunities to reduce carbon emissions associated with its service.

#### **Program Terms and Conditions**

24. The Program would be available to Choice-eligible residential and nonresidential customers taking service under the following rate schedules:

- a. Energy Choice Transportation Service – Residential
- b. Energy Choice Transportation Service – Nonresidential

25. At this time, the Program would not involve service under the Standard Choice Offer (SCO), Standard Service Offer (SSO), or Monthly Retail Rate (MRR) Commodity Services. No change is being proposed to those services, and such customers (if eligible for

Energy Choice) would not be restricted from leaving such services and enrolling with a participating supplier if they so choose.

26. Customers receiving service under DEO's other transportation rate schedules (Daily Transportation Service, General Transportation Service, Transportation Service for Schools, and Large Volume Energy Choice Transportation Service), and any customers for whom DEO does not bill commodity service, would not be eligible to participate in the Program.

27. DEO would not prohibit governmental aggregators from participating in the Program, provided that all Program goals, terms, and conditions can be satisfied. From a billing standpoint, DEO believes that it would be technically feasible to include an aggregation commodity service in the Program. Given the significantly larger load and other potential administrative issues, however, it may be necessary to require additional protections and conditions on governmental aggregator participation.

28. To participate in the Program, suppliers must have and maintain certification by the Commission. Suppliers must maintain with DEO a Service Agreement – Energy Choice Pooling Service and remain in compliance with the General Terms and Conditions of Energy Choice Pooling Service (the ECPS Tariff). Additionally, any participating supplier will be required to sign a supplier agreement that memorializes participation requirements and other terms and conditions of the Program. As shown in DEO's proposed tariff revisions, compliance with Program terms and conditions would be included under the Supplier Standards of Conduct under the ECPS Tariff. Failure to comply with the Program could thus constitute a material default under the ECPS Tariff and may be grounds (subject to Commission approval) for termination from DEO's Energy Choice program or suspension or rescission of the supplier's certification.



29. Additionally, DEO will not permit a supplier to participate unless it has met both of the following conditions at the time it applies to participate:

- a. The supplier must have been providing Energy Choice service for at least 12 months.
- b. The supplier must either (i) have at least 100 non-MRR, non-SSO, and non-SCO Energy Choice Customers under contract for competitive retail natural gas service or (ii) be serving at least 10,000 Mcf of non-MRR, non-SSO, and non-SCO Energy Choice annual load.

The goal of these requirements is to ensure that the supplier is committed to providing service on DEO's Energy Choice market and to give DEO an adequate track record to confirm that the supplier is able to responsibly do business on its system. As DEO will not be financially responsible for acquiring the carbon offsets, DEO does not believe at this time that any revisions to supplier collateral requirements are necessary.

30. As explained above, DEO will work to create websites and other information enabling customers to identify and pursue enrollment with a Program supplier. Once a customer chooses to enroll, the supplier will send DEO a change order or new enrollment record for that customer. If the supplier is the customer's current supplier, the change in rate to the Program rate will take effect for the customer's current billing cycle. If the supplier is not the customer's current supplier, the change in supplier and to the Program rate will take effect for the customer's next billing cycle, following billing with the customer's previous supplier one more time after the change was initiated.

31. Once a customer has enrolled with a participating supplier on a Program rate, that customer will receive an accreditation in the form of a Decarbon Ohio Program logo on his or

her DEO bill and customer profile to recognize the customer's role in reducing his or her carbon footprint.<sup>2</sup> DEO plans to include the accreditation on the customer's first bill at the new Program rate and for it to remain on the bill as long as the customer is enrolled. The accreditation will also appear on the customer's electronic account page and other portals.

### **Validation Process**

32. DEO will be responsible for running a customer usage data query for participating suppliers, converting the Mcf usage for the supplier's enrolled customers to metric tons using an appropriate EPA conversion factor, and providing that information to the supplier. To determine the supplier's total consumption for its enrolled customers, the starting point for measuring each customer's consumption will be the first billing cycle for which the Program rate is in effect for that customer. DEO will also validate that carbon certifications are from pre-approved third-party verifiers.

33. DEO will also conduct a reconciliation and review of the participating supplier's carbon offset credits, including any "true-up" assessment, to ensure that the supplier's carbon offset credits are equal to or greater than the total usage for the supplier's enrolled customers. Suppliers would be prohibited from relying on any carbon offset credits that the supplier had utilized for other carbon offset programs in Ohio or any other jurisdiction, for other customers, or for other time periods, or that have otherwise been double-counted in any way. DEO intends to conduct the review and reconciliation of participating suppliers' certified carbon offset credits on an annual basis. If DEO determines that an annual reconciliation is insufficient to ensure compliance with the Program, whether as to a particular supplier or Program-wide, DEO

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<sup>2</sup> At this time, logos would only appear on bills issued under DEO's CCS billing system, and not its SBS billing system, which typically applies to larger-volume customers. The vast majority of DEO's customers are billed under the CCS billing system.

reserves the right to reconcile on a more frequent basis following due notice to affected suppliers.

34. DEO will notify the supplier of the results of its reconciliation review. If excess credits were acquired but not utilized during the period covered by the reconciliation, the credits will not expire and will be tracked within the “true-up” process to be used in the reconciliation of the following period. If DEO determines that the supplier has not acquired carbon offset credits equal to or greater than the total usage for the supplier’s enrolled customers, the supplier will have 30 days from the date of DEO’s notice to rectify any shortfall. If the supplier does not do so, the supplier’s customers will be dropped from the Program and from the supplier. As noted above, any failure to adhere to the terms and conditions of the Program, including but not limited to the failure to produce the requisite carbon offset credits, if not timely rectified, may also be considered a material default under the ECPS Tariff and potentially subject the supplier to termination from the Energy Choice program, as well as suspension or rescission of its certification.

35. Any residential customer account that is dropped from the supplier would revert to the SSO for up to two billing cycles before moving to SCO (assuming they remain eligible), unless the customer makes an election to enroll with another supplier or supply option prior to the SCO order being posted.

36. Transition of nonresidential customers dropped from the Program would vary based on usage, consistent with DEO’s SCO and MRR Commodity Service rate schedules. All such customers would revert to SSO commodity service for up to two billing cycles. Those with annual usage less than or equal to 200 Mcf would be transitioned to SCO commodity service if still eligible for Energy Choice and another supply option is not selected; or if no longer eligible

for Energy Choice, to SSO commodity service. Nonresidential customers whose annual usage is greater than 200 Mcf would be reassigned in accordance with the terms of the MRR Commodity Service rate schedule.

37. DEO intends to monitor ongoing Program participation and enrollments, including but not limited to: (a) total number of customers enrolled by month; (b) total number of residential customers and commercial customers enrolled by supplier; (c) total number of suppliers participating; (d) total number of carbon offset credits verified by supplier; (e) total Mcf usage “decarbonized” by supplier; and (f) total number of visits to DEO’s education page. DEO is willing to provide such information to Staff regularly or on request, if deemed useful by Staff.

### **Customer Education**

38. In addition to administering the Program, DEO also intends to pursue customer education. DEO’s general approach to Choice-related customer education has been to make available the necessary tools for customers to make educated decisions when choosing a natural gas commodity rate. This will not change under the Program. As part of its larger Energy Choice education strategy, DEO intends to use multiple channels to provide customers with information demonstrating the importance of sustainability and to make customers who are interested in reducing their environmental impact aware of offerings under the Program. These include social media, digital media, e-mail communications, as well as more traditional channels (such as print, television, radio, and mail). Customers will remain free to choose a commodity rate in keeping with their own priorities and supply preferences.

39. For those customers interested in the Program, DEO will present information to explain how the Program functions, including the validation process, and to increase customer

confidence that enrollment will result in the requisite offsets. For interested customers, DEO will also provide information to identify which suppliers are participating in the Program and provide contact information (as currently provided for all Energy Choice suppliers), to ease the selection and enrollment process for customers who choose to participate. DEO is willing to consult with Staff, regularly or on request, to review educational and promotional materials and to ensure that the presentation of participating suppliers is carried out in a competitively neutral manner.

#### **Recovery of Program Administrative Costs**

40. DEO will incur certain costs to implement and administer the Program as described in this application. These costs are service-related and should generally be recoverable. Given that DEO is not seeking to sell carbon offsets directly, it is not possible for DEO to build its administrative costs into an associated charge. Nevertheless, DEO is not requesting authority to track or recover any costs in this proceeding. Assuming the Program is approved within the requested timeframe, DEO believes that a going level of costs will be reflected in the rates to be established in DEO's next base rate proceeding, currently to be filed no later than October 31, 2023. In the event Program cost recovery is not reflected in future base rates, DEO may pursue authority to recover its costs or to defer them for future recovery in a future proceeding.

#### **Tariff & Bill Format Changes**

41. To implement the Program, certain changes are needed to DEO's tariffs. Attachment 1 to this Application contains DEO's proposed tariff changes, which as shown reflects necessary modifications to DEO's ECPS Tariff, as well as a new rate schedule applicable to "Decarbon Ohio Choice Commodity Service."

42. The Program will also require certain changes to the format of DEO's customer bills. In particular, DEO intends to include a Decarbon Ohio Program logo in a conspicuous

place on the bill to affirm the customer's participation in the Program and to indicate that the customer is receiving a "Decarbon Ohio Rate." DEO is still in the process of confirming feasibility with its information-technology resources; Attachment 2 to this Application contains DEO's current bill format proposal at this time. If there are any changes to this design, DEO will file the revised design in this docket as a late-filed exhibit.

43. DEO recognizes that under Ohio Adm.Code 4901:1-13-11(D), "[a] gas or natural gas company proposing any new bill format shall file its proposed bill format with the commission for approval. If the commission does not act upon an application for a new bill format approval within forty-five days, the proposed bill format shall automatically be approved on the forty-sixth day." DEO recognizes that the Commission will likely require more than 45 days to act upon this Application. For those reasons, DEO is not seeking approval of its proposed bill format changes under the automatic approval process in Ohio Adm.Code 4901:1-13-11(D).

### **Conclusion**

44. In accordance with R.C. 4905.04, R.C. 4905.06, R.C. 4905.30, and other applicable laws, DEO respectfully requests that the Commission approve DEO's application, including the requested tariff changes and bill format changes.

45. To ensure that there is sufficient lead time to implement the Program beginning by January 2023, DEO requests that the Commission issue the following procedural schedule for approval of this Application:

- April 29, 2022: Deadline for the filing of motions to intervene
- April 29, 2022: Deadline for the filing of comments by intervenors regarding the Application
- May 31, 2022: Deadline for the filing of reply comments by DEO and intervenors

- July 1, 2022: Deadline for the filing of the Staff Report
- August 1, 2022: Deadline for the filing of objections to the Staff Report
- November 30, 2022: Commission Finding and Order

46. Attached to this application are the following materials in support of this application:

- Attachment 1: Proposed Tariff Changes
- Attachment 2: Proposed Bill Format

WHEREFORE, DEO respectfully requests that the Commission consider the facts and proposals set forth in this application and approve this application, its proposed tariffs and bill format, and any other necessary and proper relief no later than November 30, 2022.

Dated: March 11, 2022

Respectfully submitted,

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ATTORNEYS FOR THE EAST OHIO GAS  
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# ATTACHMENT 1



## **Decarbon Ohio Choice Commodity Service**

### **1. Description**

- 1.1 Decarbon Ohio Choice (“DOC”) commodity service is provided in conjunction with Dominion Energy Ohio’s (“East Ohio”) Energy Choice program by participating eligible certified competitive retail natural gas (“CRNG”) Suppliers (“DOC Supplier”) participating in East Ohio’s Decarbon Ohio Program under the terms and conditions approved in Case No. 22-0179-GA-ATA. DOC commodity service is rendered to eligible Customers in conjunction with East Ohio’s Energy Choice Transportation Service – Residential (“ECTS-R”) and Energy Choice Transportation Service – Nonresidential (“ECTS-NR”) rate schedules.
- 1.2 DOC commodity service is a voluntary, opt-in service for Customers and Suppliers.

### **2. Price**

The price charged for commodity service under this rate schedule shall include the cost of acquiring both the Customer’s natural gas commodity and certified carbon offset credits sufficient to fully offset the carbon emissions associated with the Customer’s consumption of natural gas.

### **3. Applicability**

- 3.1 DOC commodity service is available to Customers eligible to receive service under the following rate schedules: East Ohio’s Energy Choice Transportation Service – Residential (“ECTS-R”) and Energy Choice Transportation Service – Nonresidential (“ECTS-NR”).
- 3.2 DOC commodity service is not offered in conjunction with commodity service under the Standard Choice Offer (“SCO”), Standard Service Offer (“SSO”), or Monthly Retail Rate (“MRR”) Commodity Service rate schedules.
- 3.3 Customers receiving service under other transportation rate schedules (Daily Transportation Service, General Transportation Service, Transportation Service for Schools, and Large Volume Energy Choice Transportation Service) and Customers for whom DEO does not bill commodity service are not eligible for DOC commodity service.

### **4. DOC Supplier Eligibility and Participation Requirements**

- 4.1 To participate in the Decarbon Ohio Program, Suppliers shall have and maintain certification by the Commission; maintain a Service Agreement - Energy Choice Pooling Service and comply with the General Terms and Conditions of Energy Choice Pooling Service; and execute an additional agreement with East Ohio memorializing

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James E. Eck, Vice President and General Manager

participation requirements and other applicable terms and conditions (“DOC Agreement”).

4.2 Additionally, Supplier shall meet both of the following conditions at the time it applies to participate in the Decarbon Ohio Program:

- (a) Supplier shall have been providing service to Energy Choice Customers for at least 12 months; and
- (b) Supplier shall either (i) have at least 100 non-MRR, non-SSO, and non-SCO Energy Choice Customers under contract for competitive retail natural gas service or (ii) be serving at least 10,000 Mcf of non-MRR, non-SSO, and non-SCO Energy Choice annual load.

4.3 In addition to and not in limitation of any other requirement set forth in the Commission’s Order in Case No. 22-0179-GA-ATA and Supplier’s DOC Agreement, DOC Suppliers:

- (a) shall procure certified carbon offset credits equal to or greater than the total usage for the Supplier’s enrolled customers over the applicable period of usage;
- (b) shall not rely on any carbon offset credits utilized for other carbon offset programs (in Ohio or any other jurisdiction), for other customers, or for other time periods, or that have otherwise been double-counted;
- (c) shall provide carbon offset credit certifications from third-party verifiers approved by East Ohio; and
- (d) shall timely remedy any shortfall in the procurement of carbon offset credits.

4.4 Failure to comply with the terms and conditions of the Decarbon Ohio Program as approved by the Commission in Case No. 22-0179-GA-ATA , the provisions of this rate schedule, or the DOC Agreement or any applicable agreement with East Ohio may be considered a material default of, and potentially subject the Supplier to termination from, the Energy Choice Program.

## **5. Other Terms and Conditions**

5.1 For Customers enrolling in DOC commodity service, the DOC Supplier will send East Ohio a change order or new enrollment record for the Customer. If the DOC Supplier is the Customer’s existing Supplier, the DOC commodity service rate will take effect for the current billing cycle. If the DOC Supplier is not the Customer’s existing supplier, the change to the DOC rate will take effect for the Customer’s next billing cycle.

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- 5.2 Any residential Customer for whom DOC commodity service is terminated shall revert to SSO commodity service for up to two billing cycles. If still eligible for Energy Choice, the Customer shall then transition to SCO commodity service if another supply option is not selected. If no longer eligible for Energy Choice, the Customer shall receive SSO commodity service.
- 5.3 Any nonresidential Customers for whom DOC commodity service is terminated shall revert to SSO commodity service for up to two billing cycles. Non-residential Customers whose annual usage is less than or equal to 200 Mcf as determined by East Ohio shall be transitioned as follows: (a) if still eligible for Energy Choice, to SCO commodity service if another supply option is not selected; or (b) if no longer eligible for Energy Choice, to SSO commodity service. Nonresidential Customers whose annual usage is greater than 200 Mcf as determined by East Ohio shall be reassigned in accordance with the terms of the MRR Commodity Service rate schedule.

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**GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE****STANDARDS OF CONDUCT****24. STANDARDS OF CONDUCT****SUPPLIER STANDARDS OF CONDUCT**

- 24.1 In addition to meeting the financial requirements outlined in Section 23 above, Supplier shall be certified by the PUCO in accordance with the PUCO's requirements for Certification of Governmental Aggregators and Retail Natural Gas Suppliers as set forth in OAC Chapter 4901:1-27. East Ohio shall make copies of OAC Chapter 4901:1-27 available upon request.
- 24.2 Supplier shall conduct its activities consistent with the PUCO's Minimum Service Standards for Competitive Retail Natural Gas Service as set forth in OAC Chapter 4901:1-29, which are incorporated herein by reference. East Ohio shall make copies of OAC Chapter 4901:1-29 available upon request. Supplier's failure to comply with such requirements may be grounds for suspension or rescission of its certification as set forth in OAC Rule 4901:1-27-13(E) and may be deemed to be a material default within the meaning of OAC Rule 4901:1-13-14(J) for which East Ohio could request suspension or termination of the Agreement pursuant to OAC Rule 4901:1-13-14(J)(2).
- 24.3 Supplier shall cooperate with East Ohio in connection with any Customer issues concerning competitive retail natural gas service that involve both East Ohio and Supplier or governmental aggregator.
- 24.4 Suppliers offering Decarbon Ohio Choice Commodity Service under the Decarbon Ohio Program approved by the Commission in Case No. 22-0179-GA-ATA shall comply with all terms and conditions of the Program and any related supplier agreement.

**EAST OHIO STANDARDS OF CONDUCT**

- 24.5 (a) East Ohio shall apply tariffs in a nondiscriminatory manner.
- (b) East Ohio shall enforce the tariffs in a nondiscriminatory manner.
- (c) East Ohio shall not give any Supplier, including its marketing affiliate, or Customers of any Supplier, including its affiliate, preference over any other Suppliers or Customers. For purposes of East Ohio's firm transportation program, any ancillary service provided by East Ohio that is not tariffed

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**GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE**

(e.g., billing and envelope service), shall be priced uniformly for affiliated and nonaffiliated companies and available to all equally.

- (d) East Ohio shall process all similar requests for transportation in the same manner and within the same approximate period of time.
- (e) East Ohio shall not disclose to anyone, other than an East Ohio employee, any information regarding an existing or proposed gas transportation arrangement, unless authorized by the End Use Customer.
- (f) If a Customer requests information about Suppliers, East Ohio shall provide a list of all Suppliers operating on its system, but shall not endorse any Supplier nor indicate that any Supplier will receive preference because of a corporate relationship.
- (g) East Ohio shall, to the extent practicable, separate the activities of its operating employees from its affiliate marketing employees in all areas where their failure to maintain independent operations may have the effect of harming Customers or unfairly disadvantaging unaffiliated Suppliers under East Ohio's transportation programs.
- (h) East Ohio shall not condition or tie its agreements to gas supply or for the release of interstate pipeline capacity to any agreement by a Supplier, Customer, or third party in which its marketing affiliate is involved.
- (i) East Ohio and its marketing affiliate shall keep separate books of accounts and records.
- (j) Neither East Ohio nor its marketing affiliate shall communicate the idea that any advantage might accrue in the use of the East Ohio's service as a result of dealing with any Supplier, including its marketing affiliate.
- (k) East Ohio's name and logo shall not be used in its marketing affiliate's promotional material, unless the promotional material discloses in plain, legible or audible language, on the first page or at the first point where East Ohio's name and logo appears, that its marketing affiliate is not the same company as East Ohio. East Ohio shall not participate in exclusive joint activities with any Supplier, including its marketing affiliate, including advertising, marketing, sales calls or joint proposals to any existing or potential Customers.
- (l) East Ohio shall establish a complaint procedure for issues concerning compliance with these standards of conduct. All complaints, whether

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**GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE**

written or oral, shall be referred to East Ohio's designated attorney. The designated attorney shall orally acknowledge the complaint within five (5) working days of receipt. The designated attorney shall prepare a written statement of the complaint, which shall contain the name of the complainant and a detailed factual report of the complaint, including all relevant dates, companies involved, employees involved, and specific claim. The designated attorney shall communicate the results of the preliminary investigation, including a description of any course of action which was taken, to the complainant in writing within thirty (30) days after the complaint was received. The designated attorney shall keep a file with all such complaint statements for a period of not less than three years.

- 24.6 East Ohio shall render a bill to End Use Customers for distribution service rendered under the ECTS-R, ECTS-NR and LVECTS rates schedules. Pursuant to a separate Billing Agreement, Supplier shall have the option of East Ohio rendering a combined bill to End Use Customers for both distribution and commodity service, or Supplier may bill for its services independently. All customer bills issued by East Ohio and related payments shall be handled in accordance with OAC Rule 4901:1-13-11 except for 4901:1-13-11(G)(2) for which a waiver was granted. Customer bills issued by Supplier and related payments shall be handled in accordance with OAC Rule 4901:1-29-12.
- 24.7 East Ohio shall conduct its activities consistent with its tariff governing its Energy Choice Transportation program and the applicable PUCO rules governing natural gas governmental aggregations and minimum service requirements for competitive natural gas service for which it has not been granted waivers.

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## **Decarbon Ohio Choice Commodity Service**

### **1. Description**

1.1 Decarbon Ohio Choice (“DOC”) commodity service is provided in conjunction with Dominion Energy Ohio’s (“East Ohio”) Energy Choice program by participating eligible certified competitive retail natural gas (“CRNG”) Suppliers (“DOC Supplier”) participating in East Ohio’s Decarbon Ohio Program under the terms and conditions approved in Case No. 22-0179-GA-ATA. DOC commodity service is rendered to eligible Customers in conjunction with East Ohio’s Energy Choice Transportation Service – Residential (“ECTS-R”) and Energy Choice Transportation Service – Nonresidential (“ECTS-NR”) rate schedules.

1.2 DOC commodity service is a voluntary, opt-in service for Customers and Suppliers.

### **2. Price**

The price charged for commodity service under this rate schedule shall include the cost of acquiring both the Customer’s natural gas commodity and certified carbon offset credits sufficient to fully offset the carbon emissions associated with the Customer’s consumption of natural gas.

### **3. Applicability**

3.1 DOC commodity service is available to Customers eligible to receive service under the following rate schedules: East Ohio’s Energy Choice Transportation Service – Residential (“ECTS-R”) and Energy Choice Transportation Service – Nonresidential (“ECTS-NR”).

3.2 DOC commodity service is not offered in conjunction with commodity service under the Standard Choice Offer (“SCO”), Standard Service Offer (“SSO”), or Monthly Retail Rate (“MRR”) Commodity Service rate schedules.

3.3 Customers receiving service under other transportation rate schedules (Daily Transportation Service, General Transportation Service, Transportation Service for Schools, and Large Volume Energy Choice Transportation Service) and Customers for whom DEO does not bill commodity service are not eligible for DOC commodity service.

### **4. DOC Supplier Eligibility and Participation Requirements**

4.1 To participate in the Decarbon Ohio Program, Suppliers shall have and maintain certification by the Commission; maintain a Service Agreement - Energy Choice Pooling Service and comply with the General Terms and Conditions of Energy Choice Pooling Service; and execute an additional agreement with East Ohio memorializing

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participation requirements and other applicable terms and conditions (“DOC Agreement”).

4.2 Additionally, Supplier shall meet both of the following conditions at the time it applies to participate in the Decarbon Ohio Program:

- (a) Supplier shall have been providing service to Energy Choice Customers for at least 12 months; and
- (b) Supplier shall either (i) have at least 100 non-MRR, non-SSO, and non-SCO Energy Choice Customers under contract for competitive retail natural gas service or (ii) be serving at least 10,000 Mcf of non-MRR, non-SSO, and non-SCO Energy Choice annual load.

4.3 In addition to and not in limitation of any other requirement set forth in the Commission’s Order in Case No. 22-0179-GA-ATA and Supplier’s DOC Agreement, DOC Suppliers:

- (a) shall procure certified carbon offset credits equal to or greater than the total usage for the Supplier’s enrolled customers over the applicable period of usage;
- (b) shall not rely on any carbon offset credits utilized for other carbon offset programs (in Ohio or any other jurisdiction), for other customers, or for other time periods, or that have otherwise been double-counted;
- (c) shall provide carbon offset credit certifications from third-party verifiers approved by East Ohio; and
- (d) shall timely remedy any shortfall in the procurement of carbon offset credits.

4.4 Failure to comply with the terms and conditions of the Decarbon Ohio Program as approved by the Commission in Case No. 22-0179-GA-ATA , the provisions of this rate schedule, or the DOC Agreement or any applicable agreement with East Ohio may be considered a material default of, and potentially subject the Supplier to termination from, the Energy Choice Program.

**5. Other Terms and Conditions**

- 5.1 For Customers enrolling in DOC commodity service, the DOC Supplier will send East Ohio a change order or new enrollment record for the Customer. If the DOC Supplier is the Customer’s existing Supplier, the DOC commodity service rate will take effect for the current billing cycle. If the DOC Supplier is not the Customer’s existing supplier, the change to the DOC rate will take effect for the Customer’s next billing cycle.

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5.2 Any residential Customer for whom DOC commodity service is terminated shall revert to SSO commodity service for up to two billing cycles. If still eligible for Energy Choice, the Customer shall then transition to SCO commodity service if another supply option is not selected. If no longer eligible for Energy Choice, the Customer shall receive SSO commodity service.

5.3 Any nonresidential Customers for whom DOC commodity service is terminated shall revert to SSO commodity service for up to two billing cycles. Non-residential Customers whose annual usage is less than or equal to 200 Mcf as determined by East Ohio shall be transitioned as follows: (a) if still eligible for Energy Choice, to SCO commodity service if another supply option is not selected; or (b) if no longer eligible for Energy Choice, to SSO commodity service. Nonresidential Customers whose annual usage is greater than 200 Mcf as determined by East Ohio shall be reassigned in accordance with the terms of the MRR Commodity Service rate schedule.

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**GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE****STANDARDS OF CONDUCT****24. STANDARDS OF CONDUCT****SUPPLIER STANDARDS OF CONDUCT**

- 24.1 In addition to meeting the financial requirements outlined in Section 23 above, Supplier shall be certified by the PUCO in accordance with the PUCO's requirements for Certification of Governmental Aggregators and Retail Natural Gas Suppliers as set forth in OAC Chapter 4901:1-27. East Ohio shall make copies of OAC Chapter 4901:1-27 available upon request.
- 24.2 Supplier shall conduct its activities consistent with the PUCO's Minimum Service Standards for Competitive Retail Natural Gas Service as set forth in OAC Chapter 4901:1-29, which are incorporated herein by reference. East Ohio shall make copies of OAC Chapter 4901:1-29 available upon request. Supplier's failure to comply with such requirements may be grounds for suspension or rescission of its certification as set forth in OAC Rule 4901:1-27-13(E) and may be deemed to be a material default within the meaning of OAC Rule 4901:1-13-14(J) for which East Ohio could request suspension or termination of the Agreement pursuant to OAC Rule 4901:1-13-14(J)(2).
- 24.3 Supplier shall cooperate with East Ohio in connection with any Customer issues concerning competitive retail natural gas service that involve both East Ohio and Supplier or governmental aggregator.
- 24.4 Suppliers offering Decarbon Ohio Choice Commodity Service under the Decarbon Ohio Program approved by the Commission in Case No. 22-0179-GA-ATA shall comply with all terms and conditions of the Program and any related supplier agreement.

**EAST OHIO STANDARDS OF CONDUCT**

- 24.45 (a) East Ohio shall apply tariffs in a nondiscriminatory manner.
- (b) East Ohio shall enforce the tariffs in a nondiscriminatory manner.
- (c) East Ohio shall not give any Supplier, including its marketing affiliate, or Customers of any Supplier, including its affiliate, preference over any other Suppliers or Customers. For purposes of East Ohio's firm transportation program, any ancillary service provided by East Ohio that is not tariffed

**GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE**

(e.g., billing and envelope service), shall be priced uniformly for affiliated and nonaffiliated companies and available to all equally.

- (d) East Ohio shall process all similar requests for transportation in the same manner and within the same approximate period of time.
- (e) East Ohio shall not disclose to anyone, other than an East Ohio employee, any information regarding an existing or proposed gas transportation arrangement, unless authorized by the End Use Customer.
- (f) If a Customer requests information about Suppliers, East Ohio shall provide a list of all Suppliers operating on its system, but shall not endorse any Supplier nor indicate that any Supplier will receive preference because of a corporate relationship.
- (g) East Ohio shall, to the extent practicable, separate the activities of its operating employees from its affiliate marketing employees in all areas where their failure to maintain independent operations may have the effect of harming Customers or unfairly disadvantaging unaffiliated Suppliers under East Ohio's transportation programs.
- (h) East Ohio shall not condition or tie its agreements to gas supply or for the release of interstate pipeline capacity to any agreement by a Supplier, Customer, or third party in which its marketing affiliate is involved.
- (i) East Ohio and its marketing affiliate shall keep separate books of accounts and records.
- (j) Neither East Ohio nor its marketing affiliate shall communicate the idea that any advantage might accrue in the use of the East Ohio's service as a result of dealing with any Supplier, including its marketing affiliate.
- (k) East Ohio's name and logo shall not be used in its marketing affiliate's promotional material, unless the promotional material discloses in plain, legible or audible language, on the first page or at the first point where East Ohio's name and logo appears, that its marketing affiliate is not the same company as East Ohio. East Ohio shall not participate in exclusive joint activities with any Supplier, including its marketing affiliate, including advertising, marketing, sales calls or joint proposals to any existing or potential Customers.
- (l) East Ohio shall establish a complaint procedure for issues concerning compliance with these standards of conduct. All complaints, whether

**GENERAL TERMS AND CONDITIONS OF ENERGY CHOICE POOLING SERVICE**

written or oral, shall be referred to East Ohio's designated attorney. The designated attorney shall orally acknowledge the complaint within five (5) working days of receipt. The designated attorney shall prepare a written statement of the complaint, which shall contain the name of the complainant and a detailed factual report of the complaint, including all relevant dates, companies involved, employees involved, and specific claim. The designated attorney shall communicate the results of the preliminary investigation, including a description of any course of action which was taken, to the complainant in writing within thirty (30) days after the complaint was received. The designated attorney shall keep a file with all such complaint statements for a period of not less than three years.

- 24.~~56~~ East Ohio shall render a bill to End Use Customers for distribution service rendered under the ECTS-R, ECTS-NR and LVECTS rates schedules. Pursuant to a separate Billing Agreement, Supplier shall have the option of East Ohio rendering a combined bill to End Use Customers for both distribution and commodity service, or Supplier may bill for its services independently. All customer bills issued by East Ohio and related payments shall be handled in accordance with OAC Rule 4901:1-13-11 except for 4901:1-13-11(G)(2) for which a waiver was granted. Customer bills issued by Supplier and related payments shall be handled in accordance with OAC Rule 4901:1-29-12.
- 24.~~67~~ East Ohio shall conduct its activities consistent with its tariff governing its Energy Choice Transportation program and the applicable PUCO rules governing natural gas governmental aggregations and minimum service requirements for competitive natural gas service for which it has not been granted waivers.

# ATTACHMENT 2

**CUSTOMER NAME**Service address  
City, State Zip**Account Number** XXXXXXXXXX **Date Prepared** February 1, 2022 **Next Meter Reading** 03/01 - 03/04/2022

Cycle 19

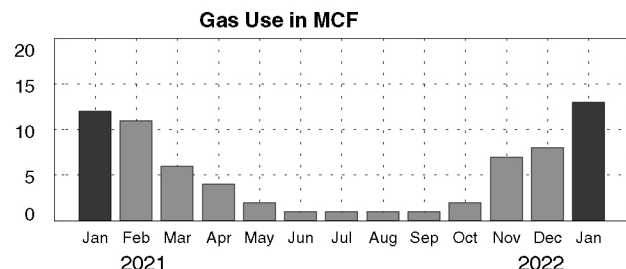
For questions about Dominion Energy Ohio charges call 1-800-362-7557

**Credits and Charges Since Your Last Bill**Balance from Last Bill \$XXX.XX  
Payment on Jan 24, 2022 - Thank You XXX.XX CR  
**Balance** **\$0.00****Current Charges****Dominion Energy Ohio Distribution Charges**Basic Service Charge \$XX.XX  
Usage-Based Charges  
XX.X MCF @ \$X.XXX X.XX  
Tax Savings Credit X.XX CR  
Gross Receipts Tax (4.6044%) X.XX  
**Total Dominion Energy Ohio Charges** **\$XX.XX**

For questions about Dominion Energy Ohio charges, call us at 1-800-362-7557.

**Supplier Charges****Decarbon Ohio Rate**Gas Cost XX.X MCF @ \$X.XXX \$XXX.XX  
Sales Tax X.XX  
**Total Supplier Charges** **\$XXX.XX**For questions about gas supply costs, contact SUPPLIER NAME at  
Supplier Phone Number or Supplier Address or Supplier URL.**Total Current Charges** **\$XXX.XX**  
**Total Account Balance** **\$XXX.XX**

Rate Schedule: Energy Choice Transportation Service - Residential

**Monthly Usage Comparison**Average Daily Temperature 2021 2022  
For This Billing Period 29°F 23°FAvg Monthly Use: X.X MCF.  
Total Annual Use: X.XX MCF.**Billing Period and Meter Readings**

Date	Read Type	Reading	Difference
Feb 1, 2022	Actual	XXX.X	
Dec 30, 2021	Actual	XXX.X	XX.X

**MCF Used in 33 Days** **XX.X**

**PLEASE PAY** Account Balance of \$XXX.XX by Feb 18, 2022 to Avoid Late Payment Charge of 1.5% per month.**Filters and Heating System Inspections**

Change or clean your furnace filter at least three times during the heating season. A clean filter will help your furnace operate more effectively and could save you money.

Keep your heating system running safely and efficiently. A qualified heating contractor should inspect it once a year and make repairs when needed. It's best to have the system checked during summer months -- before you'll need it.

ENERGYSHARE: Help people without heat by donating to EnergyShare. To donate, add exactly \$1, \$2, \$6, \$12, \$18 or \$36 to your payment or mail a separate check payable to EnergyShare, Salvation Army, P.O. Box 5847, Cleveland, OH 44101.

Please detach and return this coupon with a check made payable to Dominion Energy Ohio.

**PLEASE PAY BY** Feb 18, 2022 **Account No.** XXXXXXXXXX

\$XXX.XX

**Amount Enclosed**

19 ebill

**decarbonohio**Thank you for participating! See details at  
[www.DominionEnergy.com/decarbonohio](http://www.DominionEnergy.com/decarbonohio).

# XXXXXXXXX

I=0000

CUSTOMER NAME  
CUSTOMER MAILING ADDRESS  
CITY, STATE ZIP**Convenient, Secure & Paperless  
eBill Makes It Easy!**

eBill is a quick, safe, reliable, easy and paperless way to receive your bill. Receive email notifications when your statement is ready and when your bill is due. Enroll online or by using the Dominion Energy app.

Visit [DominionEnergy.com/oh-ebill](http://DominionEnergy.com/oh-ebill) to learn more.

DOMINION ENERGY OHIO  
PO BOX 26785  
RICHMOND VA 23261-6785

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Commission of Ohio Docketing Information System on**

**3/11/2022 2:42:10 PM**

**in**

**Case No(s). 22-0179-GA-ATA, 22-0180-GA-UNC**

Summary: Application Application for Approval of Tariff Revisions and Carbon  
Offset Program electronically filed by Christopher T. Kennedy on behalf of The East  
Ohio Gas Company d/b/a Dominion Energy Ohio