BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of The East Ohio Gas Company d/b/a Dominion Energy Ohio for Approval of Tariff Revisions.	)))	Case No. 22-0179-GA-ATA
In the Matter of the Application of The East Ohio Gas Company d/b/a Dominion Energy Ohio for Approval of Carbon Offset Program.	)))	Case No. 22-0180-GA-UNC

REPLY COMMENTS OF THE EAST OHIO GAS COMPANY D/B/A DOMINION ENERGY OHIO

In accordance with the Commission's March 31, 2022 Entry in this proceeding, The East Ohio Gas Company d/b/a Dominion Energy Ohio (DEO or the Company) submits its comments in reply to the initial comments of Staff and intervenors concerning DEO's application (the Application) seeking approval of a voluntary carbon offset program (the Decarbon Ohio Program or Program).

I. INTRODUCTION

DEO appreciates the thoughtful comments provided by Staff and the intervenors. DEO recognizes that it is proposing a new concept, and it is willing to discuss potential modifications to the Program to address any concerns. As explained below, however, DEO does not believe that any of the concerns expressed by the commenters requires or justifies denial of the Application.

II. COMMENTS

A. RESPONSE TO STAFF

1. DEO proposes to validate supplier performance under the Program, not the marketing claims or components of supplier offers.

The Staff Comments argue that DEO proposes to "investigate[], verif[y], and validate[] marketing claims or components of CRNGS offers." (Staff Cmts. at 3.) The Application,

however, does not ask for general authority under the Program "to investigate CRNGS marketing offers." (*Id*.) Rather, DEO proposes to monitor whether participating suppliers comply with the terms and conditions of the Decarbon Ohio Program and any related agreements, including the requirement that suppliers obtain sufficient certified carbon offsets. The purpose of this monitoring would be to ensure that suppliers fulfill their obligations under the Program and are subject to accountability if they do not. This proposed monitoring would not be "counter to the Company's role as a local distribution company." (Staff Cmts. at 3.) It would be no different than the existing role DEO plays in administering its Energy Choice Program—where DEO verifies that suppliers are complying with the requirements of the Energy Choice Program (*e.g.*, establishing supply targets, monitoring gas nominations, resolving imbalances, ensuring adherence to storage ratchets, issuing, and enforcing compliance with flow orders, *etc*.), as well as Commission rules. If a supplier fails to adhere to program requirements or Commission rules, that supplier risks being found in material default of the Energy Choice Program. (*See* Fourth Revised Sheet No. ECPS 47, 51-52.)

The same would be true of the Decarbon Ohio Program. While the Program would add a new requirement for participating suppliers – securing the necessary amount of carbon offset credits – the concept of DEO establishing and enforcing a volumetric supply requirement is not counter, but core, to DEO's role as a deregulated distribution utility in a Choice market.

2. DEO's proposal to educate customers about the Program is consistent with DEO's recognized and Commission-approved role to facilitate the education of customers about the Energy Choice Program.

DEO also disagrees with Staff's suggestion that the Program is "an overreach into the education, marketing, and control of CRNGS." (Staff Cmts at 5.)

Under the Program, DEO will not promote any supplier's specific rate offer or involuntarily control any supplier's actions. And customer education involving the utility has been an expectation and requirement of the Energy Choice Program since its inception:

- Case No. 05-474-GA-ATA, Opin. & Order (May 26, 2006) at 7, 21-22 (approving program fee and stakeholder approach for funding and implementing customer education on DEO's plan to exit the merchant function);
- Case No. 07-1224-GA-EXM, Opin. & Order (June 18, 2008) at 19 (noting that DEO's proposal provides for customer education concerning the impact of phase 2 on customers and that "DEO will work with stakeholders concerning customer education and other issues to ensure that customers understand their options");
- Case No. 12-1842-GA-EXM, Opin. & Order (Jan. 09, 2013) at 15 (noting that DEO accepted Staff's recommendations for a comprehensive customer education program and directing DEO to meet with Staff to assure coordination of customer education efforts); and
- Case No. 18-1419-GA-EXM, Opin. & Order (Feb. 26, 2020) ¶ 51 (finding that the Stipulation's provisions, which include enhanced supplier eligibility criteria, pricing requirements, and customer education, will further the public interest objectives set forth in R.C. 4929.02(A)).

The Company's role in educating customers would not change under the Program. The overarching goal of Choice-related customer education has always been to provide customers with the necessary tools to make informed decisions when choosing a natural gas commodity rate and supplier. And here, DEO's goal would be to increase awareness of the available rate offers under the Program and how to contact participating suppliers. Many customers are interested in carbon-offset rates, and making such customers aware of these opportunities is in the public interest.

Education on carbon-offset rates would be no different, for example, than education helping customers understand the pros and cons of fixed and variable rates. Some suppliers may choose not to offer a fixed or variable rate product, but this does not mean such education

constitutes an unreasonable preference. In the same way, although some suppliers may choose not to participate in the Decarbon Ohio Program, education regarding carbon-offset rates would not disfavor non-participating suppliers. Like it is today, education would not be structured to drive business to specific offers (and certainly not to specific suppliers), but to give interested customers the tools to make informed, intelligent decisions from available offers.

None of this is to disregard Staff's concern regarding neutrality. DEO appreciates that concern, but believes it can be addressed through the specifics of the educational materials, and does not require outright rejection of the Program. In that regard, as stated in the Application, DEO is willing to consult with Staff, regularly or on request, to review educational and promotional materials to ensure that the presentation of the Program is carried out in a competitively neutral manner.

3. DEO is not proposing to verify the carbon offsets themselves, only that the supplier has obtained sufficient certified offsets.

In addition, DEO is not proposing to directly "verify CRNGS products that offer carbon offsets." (Staff Cmts. at 4, 5.) Under the Program, pre-approved third parties, and not DEO, would verify the carbon offset certifications.

The participating supplier would be responsible for obtaining certifications from qualified pre-approved third-party verifiers, who would properly quantify the claimed emission reductions. DEO would only be confirming there are sufficient certifications to cover the volumes consumed by each supplier's customer base. As explained above, it is entirely appropriate for DEO and within its competence to validate supplier compliance with the terms and conditions of the Program.

4. The Program does not relieve the supplier from liability for any misconduct related to the marketing and sale of carbon offset rate offers.

The Staff Comments also state that DEO's proposal "includes no accountability to the FTC for any violations of the selling or marketing of carbon offsets." (Staff Cmts. at 4-5.)

DEO's proposal did not discuss accountability to the Federal Trade Commission (or accountability under a countless array of other potentially applicable laws or jurisdictions) because it was not necessary to do so. Neither DEO nor the Commission has the power to expand or contract the jurisdiction of the FTC, and the Program does not propose that. DEO is not proposing to step into the shoes of the FTC to investigate suppliers for deceptive acts and practices, but simply to validate compliance with the approved terms of the Program. And Staff does not explain how the FTC's jurisdiction over suppliers or DEO would be limited in any way by approving the Program.

Under the Program, the supplier will retain full responsibility to meet FTC obligations. If anything, DEO will simply provide an additional layer of consumer protection by validating the number of carbon offsets that the supplier has obtained. But this validation would not release the supplier from any liability it may have for deceptive marketing and sales.

Staff also states that DEO's proposal "includes no accountability … to customers if the CRNG supplier fails to acquire the requested certified credits" and that DEO would take "no accountability for CRNG suppliers' failure to delivery carbon offsets to customers." (Staff Cmts. at 5, 6.) DEO does not agree with these characterizations. The Program does not shield the supplier from any claims that the customer may have against the supplier for its failure to acquire the necessary offsets. If anything it would encourage accountability and make it clearer to the customer if a supplier failed to meet its obligations. DEO's proposal includes express measures to hold non-compliant suppliers accountable. The supplier must procure the necessary offsets, or

it will no longer be eligible to participate in the Program, it will lose those customers who were in the Program, and it may be subject to termination from the Energy Choice Program.

Once again, this is no different than the current operation of the Energy Choice program. DEO's Energy Choice tariffs do not provide a role for the FTC or generally address supplier liability to customers. But if (for example) a supplier fraudulently signed up customers and then intentionally failed to arrange gas supplies, the supplier's participation in the Energy Choice program would *not* protect them from liability to customers or regulators.

5. The responsibility for the negligible administrative costs of the Program will be resolved in DEO's next base rate case.

Staff acknowledges that DEO's Application does not seek to recover the costs of the Program, but states that DEO "is requesting recovery for all costs in a future rate case or a deferral to another proceeding" and "will be passing all these costs to customers whether they participate or not." (Staff Cmts. at 5.)

To be clear, DEO's Application does not make any request to authorize recovery or deferral of Program costs. Thus, the responsibility of the costs of the Program is not at issue in this proceeding. DEO's Application only states that the Company expects Program costs would be reflected in future base rates, and if not, DEO may pursue authority to recover or defer the costs in a future proceeding. (App. ¶ 40.) DEO did not take a position on how such costs should be allocated or recovered.

In any event, the Company's cost estimates demonstrate that the costs to administer the Program are expected to be negligible and not to materially impact rates. And if Program costs were included in the Company's proposed test year expense and revenue requirement in its next base rate case, Staff and intervenors would have the opportunity to propose and litigate cost allocations or disallowances in that proceeding.

With that said, DEO is open to considering other ways of funding or recovering Program costs and is not necessarily opposed to limiting cost recovery to Program participants if that is feasible and reasonable. But given the minimal administrative costs expected, DEO does not believe that the issue of Program costs should be an obstacle to approval.

6. The proposed conditions on participating suppliers are reasonable, and not discriminatory.

Staff also argues that DEO's Program "would bar new CRNGS suppliers and small CRNGS suppliers from participation, which is unreasonable and discriminatory." (Staff Cmts. at 5.) Again, DEO does not agree with this characterization.

It is correct that the Application proposes limitations on suppliers' ability to participate in the Program based on customer count, load serviced, and length of time in the Energy Choice program. But the Application explained that the goal of these requirements is to ensure that the supplier is committed to providing service in 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.

DEO believes that these are reasonable conditions for Program participation, intended to protect customers, and neither arbitrary nor discriminatory. However, as discussed below in the Company's response to suppliers, DEO is willing to discuss further the details of supplier requirements and is open to reasonable clarifications and modifications to these eligibility requirements to address any Staff concerns.

7. That the Program operates differently than other utility carbon offset programs is not a valid basis for denying the Application.

In addition, Staff states that the Program "differs from other Ohio utilities voluntary carbon offset programs which are straight pass-through contributions to carbon offset third parties of a fixed dollar amount … [and] are not associated with the utility's choice program."

(Staff Cmts. at 5.) Staff further states that DEO "does not offer such an option to customers." (*Id*.)

It is not clear to DEO whether Staff is suggesting the approach used by other utilities to encourage carbon-offsets is the only appropriate one. Either way, DEO believes that there is room for multiple approaches to creating opportunities for customers to support sustainability. Indeed, approving both proposals may provide a valuable opportunity to observe how effectively different program designs achieve the same goal.

Although DEO is not opposed in principle to the "direct" approach taken by other utilities, there are strong reasons to approve the model proposed by DEO and evaluate the results achieved under each one.

8. That the Program is not an energy efficiency or demand-side management program is not a valid basis for denying the Application.

Lastly, Staff states that one of its concerns is that the Program "is not an energy efficiency (EE) or demand-side management program (DSM) program" and "does not encourage the use of renewable energy sources." (Staff Cmts. at 2.) Staff points out that the CRNG supplier would be the one "investing or taking action to decrease GHG emissions." (*Id*.)

DEO acknowledges that the Program would operate differently from traditional EE/DSM programs and notes that it has a separate application for Commission approval to expand its EE/DSM programs. Notwithstanding these differences, as pointed out in the Application and the Company's responses to Staff data requests, the Program supports statutory state policies that encourage the Commission to promote diversity of natural gas supplies and energy conservation. The General Assembly has not prescribed EE/DSM programs as the sole means for supporting these state policies.

The Program is just one tool of several that the Company would have to address the sustainability of natural gas services. In response to stakeholder concerns, gas utilities in other jurisdictions are in the process of implementing carbon programs in conjunction with energy efficiency measures to provide customers with a wider array of environmentally friendly or "green" programs to reduce or offset their usage. Given the increasing importance assigned to sustainability by customers, investors, and other stakeholders, the Commission should be inclined to encourage, not limit, innovative approaches by utilities to support sustainability.

B. RESPONSE TO OCC

1. The Program does not violate Ohio law.

In its comments, the Office of the Consumers' Counsel (OCC) argues that the Program "violates Ohio law" because "[p]roviding carbon offsets is not engaging in the business of supplying natural gas for lighting, power, or heating purposes to consumers in Ohio and thus not a "public utility" service. (OCC Cmts. at 2-3.)

To begin with, DEO does not necessarily agree that providing carbon offsets is not a component of regulated service. Emissions are clearly associated with natural gas service, and many customers, regulators, and investors expect energy companies like DEO to address the potential impacts of such emissions. The fact that commodity suppliers already offer such products demonstrates the connection, and DEO is obviously directly involved with the delivery of that commodity. OCC does not demonstrate any inconsistency with Ohio law, and certainly does not explain how a carbon-offset service would violate it.

It is not necessary to resolve the issue, however, as DEO does not propose to provide carbon offset service to consumers. Rather, as set forth in the Application, the Program provides a framework to allow interested customers and suppliers to voluntarily support sustainable product offerings. In that way, contrary to OCC's assertion, the Program is not "similar" to

Columbia's proposal in its rate case. (OCC Cmts. at 3.) DEO will not be directly acquiring the offsets for customers.

As explained in the Company's response to Staff, DEO's proposal is consistent with how the Company already administers the Energy Choice Program, and simply adds an additional verification component for participating suppliers. Indeed, many customers today are already receiving carbon-offset rate offers, which are already being administered by DEO under its Energy Choice Pooling Service, and these activities are undoubtedly within the jurisdiction of the Commission.

2. That the competitive market may or could already offer carbon offset rates is not a valid reason for denying the Application.

OCC also argues that the Program is "not appropriate" because consumers can already get "carbon neutral products" from the "competitive market." (OCC Cmts. at 3.) OCC says that the market "does not warrant a layer of utility and government bureaucracy" and "Dominion has no business inserting itself into these types of energy marketing transactions that should be between marketers and consumers." (*Id*.) This *laissez-faire* approach is highly unusual for OCC with respect to the gas choice market. But OCC misstates DEO's proposal.

First, DEO is not "inserting itself" into anything. As the Application explained, the Program would be voluntary as to both customers and suppliers. DEO is not proposing that suppliers must participate in the Program to offer carbon offset rates to its customers. Nor would any customer be required to participate in the Program or, if they opt to participate, choose a particular carbon offset supply rate.

Moreover, as explained in the Company's response to Staff, DEO is not proposing a role for itself in the Program any different from the role that already exists for the gas distribution utility under Ohio's choice market. For participating suppliers, DEO would simply expand its

existing role of verifying that Suppliers have performed their customer obligations. Nor is DEO proposing any additional "government bureaucracy." Indeed, OCC cites the Commission's own Energy Choice Ohio website for the information OCC found on "marketers offering carbon neutral products." (*Id*.)

The reality is that this is already a marketplace subject both to extensive regulation and significant utility involvement. DEO's proposal does not represent a sea change in the Energy Choice market.

3. Cost responsibility is not at issue, and does not need to be decided, in this proceeding.

In addition, OCC recommends that if the Commission does approve the Program, "only marketers and those consumers who wish to participate in the program should pay for it." (OCC Cmts. at 4.). As discussed in the Company's response to Staff, Program costs are expected to be minimal, and recovery of such costs is not an issue that should affect approval of the Application or that needs to be resolved in this proceeding. However, DEO recognizes that this is a concern of several parties and is open to further discussions on this issue.

4. The "optional services" language in Columbia's tariff is not necessary to implement the Program.

OCC also suggests that the Commission consider an approach "similar to the one recommended by its Staff in Columbia's pending distribution rate case" and require DEO to implement "an analogous 'Optional Services' tariff … in the appropriate docket (and have it approved, after stakeholder input)." (OCC Cmts. at 4, 5.) The specific language in Columbia's tariff provides that the utility "may provide optional services to Large General, General, or Small General Transportation Service Customers as specified in the applicable rate schedules." (P.U.C.O No. 2, Second Revised Sheet No. 44.)

As noted above, DEO's proposal is not "similar" to Columbia's proposal. As part of the Program, DEO is not proposing to directly offer a carbon-offset "service," regulated or unregulated, to its customers. DEO is proposing to provide a framework through which suppliers can directly offer a carbon offset supply service to DEO's customers.

DEO has also proposed tariff language to implement the Program, for which OCC has not provided any comments. Although, as noted in the Company's response to suppliers, DEO is open to modifications or clarifications to its proposed tariff language, it is not clear to the Company how the Columbia "optional service" language would be necessary to implement the Program. Moreover, as noted in the Company's response to Staff, DEO believes that implementing distinct approaches ultimately may assist the Commission in determining how best to raise customer awareness of and participation in carbon offset rates.

5. OCC's discussion of the MVR is not relevant to this Application.

Lastly, OCC points to the now-defunct monthly variable rate (MVR) as an example of "another intrusion into the market that can cost consumers." (OCC Cmts. at 5.) For reference, the MVR was a rate mechanism that was intended to provide a check on certain supplier rates, but proved inadequate. DEO cooperated with OCC and various other parties to address the issue, and a unanimous settlement was reached. *See* Case No. 18-1419-GA-EXM, Opin. & Order (Feb. 26, 2020).

OCC does not explain any similarity between the MVR and the Decarbon Ohio Program, and DEO is not aware of any. OCC disregards that the most appreciable increase in DEO's role would be to add a layer of validation to offers already being marketed in the Company's service territory. DEO does not understand how this would "cost consumers," particularly given the immaterial administrative costs associated with the Program.

The only relevance of the MVR is that it demonstrates DEO was cooperative with OCC when a reasonable opportunity for improvement was identified. DEO is always willing to work with the Commission and other stakeholders to address concerns and introduce additional consumer protections for choice customers. The MVR was a perfect example of that, and the Company is willing to discuss any reasonable concerns regarding the Program as well.

C. RESPONSE TO SUPPLIERS

6. DEO is willing to discuss reasonable clarifications and modifications to the Program with suppliers and other parties to the proceeding.

A number of CRNGSs,[1] a supplier organization,[2] and a governmental aggregator[3] have intervened in this proceeding and identified a number of specific aspects of the Program that they believe require clarification or modification. These aspects included enrollment issues (IGS; SFE Energy); notices and consequences of non-compliance (IGS; RESA; SFE Energy); verification and validation processes (NRG Retail Companies; RESA; SFE Energy); reporting process (NRG Retail Companies); supplier requirements and the terms of any related supplier agreement (SFE Energy); the use of the Program logo (SFE Energy); and tariff language on product pricing (SFE Energy).

DEO is open to discussing these and other details surrounding the Program with suppliers and other parties to the proceeding and is hopeful that such a dialogue may identify reasonable clarifications and modifications to the Program, if necessary.

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[1] Interstate Gas Supply, Inc. (IGS), SFE Energy Ohio, Inc. and StateWise Energy Ohio, LLC (collectively, SFE Energy), and Direct Energy Business LLC; Direct Energy Services LLC; Direct Energy Business Marketing LLC; Energy Plus Natural Gas LLC; Reliant Energy Northeast LLC; Stream Ohio Gas & Electric, LLC; and XOOM Energy Ohio, LLC (collectively, the NRG Retail Companies)

[2] Retail Energy Supply Association (RESA)

[3] Northeast Ohio Public Energy Council (NOPEC)

One issue that DEO would address upfront, however, concerns the application of "material default" provisions under the Program. SFE Energy, for example, states that the "ability to terminate the supplier from the Energy Choice Program" is a "significant penalty" for a voluntary program. (SFE Energy Cmts. at 12.) DEO believes it can allay many of these concerns. DEO is not proposing any change to the "material default" process already in place under the Energy Choice Program and the Commission's rules.

First, as required by the Energy Choice Standard of Conduct, any failure to adhere to the terms and conditions of the Program must be "material" to implicate the default provisions. DEO's position is not that any instance of non-compliance, no matter how minor, would constitute a default warranting pursuit of certificate termination. Rather, the default must be determined to be material.

Moreover, under the Commission's rules, Commission approval is required before DEO could actually terminate a supplier's participation in the Energy Choice Program. DEO does not propose any change to this process. Even if suppliers are concerned about how DEO exercises its discretion under the Energy Choice Program, the entire process is subject to significant Commission oversight.

So long as suppliers intend to fulfill their obligations, DEO would expect instances of default to be rare, as has been the case during the over 20 years of administering the Energy Choice Program. And in no event could DEO terminate a supplier from the Energy Choice Program without Commission approval.

7. DEO does not object to allowing governmental aggregators to participate in the Program and discussing the issue further with stakeholders in this proceeding.

The NOPEC Comments express a general concern about the additional protections that DEO might consider necessary before governmental aggregators can participate in the Program.

Without that information, NOPEC believes that DEO's proposal is lacking, and that the Commission cannot determine whether the Program would facilitate customer participation in aggregator carbon offset rate offers. NOPEC suggests a collaborative process in this proceeding to discuss DEO's proposal in more depth.

As explained in the Application, DEO is not prohibiting and does not object to allowing participation of governmental aggregators in the Program and the Company is willing to discuss this issue further with stakeholders in this proceeding. DEO is open to the collaborative approach recommended by NOPEC.

DEO also recognizes that NOPEC has concerns about the cost recovery of Program costs, which, as noted above, the Company is also willing to discuss further with parties to this proceeding.

8. DEO does not object in principle to a collaborative approach to customer education.

Certain suppliers also expressed concerns about the approach to educating customers about the Program. For example, RESA and the NRG Retail Companies suggested that suppliers should have input on customer education. (RESA Cmts. at 5; NRG Cmts. at 4.) In addition, SFE Energy stated that any messaging about the Program should be presented in a competitively neutral manner and not have any negative implications for existing carbon offset rate offers. (SFE Energy Cmts. at 8-9.)

DEO does not object in principle to a collaborative approach to customer education for the Program and is willing to discuss the framework of such an approach with suppliers and other parties to this proceeding. As stated in its Application and elsewhere in these reply comments, DEO intends any messaging associated with the Program to be competitively neutral.

9. DEO does not believe it is necessary to evaluate other utilities' carbon offset programs.

The NRG Retail Companies recommend that the Commission "adapt DEO's Carbon Ohio proposal into a statewide program to include the major natural gas LDCs, to be administered and overseen by the Commission in collaboration with the LDCs and CRNGS providers." (NRG Cmts. at 5.) On the other hand, SFE Energy expressed concern about "the precedent that will be set by the Decarbon Ohio Program if it is approved," since DEO's Program would "set *a de facto standard* of what is considered a legitimate or permissible carbon offset product in the marketplace." (SFE Energy Cmts. at 13 (emphasis in the original).)

DEO appreciates the support of the NRG Retail Companies concerning the design of the Program, but DEO also recognizes the importance of letting each utility design programs that will work best for their customers and market structure. In response to SFE Energy's concern, DEO does not believe that the Program should foreclose other utilities from offering different proposals to increase awareness and use of carbon offset rates. Moreover, if the Commission were open to expansion of the Program on a state-wide basis, DEO believes a prudent first step would be to implement and observe the extent to which DEO's program achieves the desired goals, and whether opportunities for improvement are identified. To the extent that the Commission wants to encourage a larger discussion on carbon offset programs, it also has the option to initiate workshops or a rulemaking.

III. CONCLUSION

DEO is willing to discuss stakeholders' concerns and to identify mutually agreeable solutions, but believes that the record supports the Commission's approval of the Program and related tariff changes as set forth in the Company's Application.

Dated: June 13, 2022

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a courtesy copy of the foregoing pleading was served by electronic mail this 13th day of June, 2022, to the following:

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Summary: Comments Reply Comments electronically filed by Christopher T. Kennedy on behalf of The East Ohio Gas Company d/b/a Dominion Energy Ohio