

**BEFORE THE
PUBLIC SERVICE COMMISSION
STATE OF NEW YORK**

In the Matter of Eligibility for Energy Service Companies))))	Case No. 15-M-0127
Proceeding on the Motion of the Commission to Assess Certain Aspects of the Residential and Small Non-Residential Retail Energy Markets in New York State))))))	Case No. 12-M-0476
In the Matter of Retail Access Business Rules))	Case No. 98-M-1343

**REPLY COMMENTS OF INTERSTATE GAS SUPPLY, INC., DBA IGS ENERGY AND
ACCENT ENERGY MIDWEST GAS, LLC DBA IGS ENERGY AND ACCENT
ENERGY MIDWEST II, LLC DBA IGS ENERGY**

I. INTRODUCTION

On May 7, 2020, Interstate Gas Supply, Inc., dba IGS Energy, Accent Energy Midwest Gas, LLC d/b/a IGS Energy, and Accent Energy Midwest II, LLC d/b/a IGS Energy (collectively, “IGS Energy”) filed a petition in the above-captioned proceeding seeking approval from the New York State Public Service Commission (“Commission”) to offer a mass market Carbon-Neutral Natural Gas Product and Home Warranty Service Product.¹ Agway Energy Services, LLC (“Agway”), Direct Energy Services, LLC and Gateway Energy Services Corporation (“Direct

¹ Case 15-M-0127 et al., Petition of Interstate Gas Supply, Inc. and Accent Energy Midwest Gas, LLC DBA IGS Energy and Accent Energy Midwest II, LLC DBA IGS Energy for Expedited Declaratory Ruling and/or Waiver Authorizing a Carbon-Neutral Natural Gas Product and a Home Warranty Service Product at (May 7, 2020) (hereinafter “IGS Energy’s Petition”).

Energy”), and the Utility Intervention Unit and New York Attorney General (collectively, “UIU/AG”) filed comments in response.

Agway raises two arguments: First, Agway claims that since Carbon-Neutral Natural Gas (“Green Gas”) products are not defined by the State, IGS Energy’s Green Gas proposal must comply with the notice and comment requirements of the State Administrative Procedures Act (“SAPA”) to address any potential issues; Next, Agway alleges that IGS Energy’s Home Warranty Service Product proposal should not be approved because it does not include substantial, credible evidence necessary to qualify as an energy-related value-added product under the Commission’s *Order Adopting Changes to the Retail Access Energy Market and Establishing Further Process* (“Second Reset Order”).²

Direct Energy, for its part, urges the Commission to delay its review of IGS Energy’s petition—as well as several others filed on a confidential basis—citing a potential lack of compliance with SAPA and Article III § 17 of the New York State Constitution.³ Direct Energy further argues that a Commission order approving a rulemaking petition on a confidential basis would deprive both consumers and competitors of essential product and pricing transparency, and, therefore, may undermine the proper operation of competitive markets.⁴

² See generally Case 15-M-0127 *et al.*, Comments of Agway Energy Services, LLC In Response to Petition of Interstate Gas Supply, Inc., et al., for Expedited Declaratory Ruling and/or Waiver Authorizing a Carbon-Neutral Natural Gas Product and a Home Warranty Service Product (May 28, 2020) (hereinafter “Agway Comments”).

³ See generally Case 15-M-0127 *et al.*, Comments of Direct Energy Services, LLC on Multiple Green Gas Proposals (May 29, 2020) (hereinafter “Direct Energy Comments”).

⁴ *Id.* at 7-8.

While not contesting IGS' petition to offer a Home Warranty product, UIU/AG challenges each of the petitions to offer "green gas" filed in this docket.⁵ Similar to Direct Energy, they argue that the petitions should be rejected due to the significant amount of redactions.⁶ Additionally, UIU/AG argue that additional Energy-Value Related-Products cannot be authorized outside of Track II.⁷

As discussed below, the challenges to IGS' petition lack merit. Contrary to claims made by Agway, Direct Energy, and UIU/AG, IGS Energy's petition for approval of a mass-market Carbon-Neutral Natural Gas Product and Home Warranty Service Product complies with all applicable legal requirements and is consistent with the standards set forth in the Commission's Second Reset Order. Therefore, the Commission should grant IGS Energy's request to offer a Carbon-Neutral Natural Gas product and Home Warranty Service products under the terms outlined within its petition.

II. ARGUMENT

A. IGS ENERGY'S PETITION SATISFIES THE STANDARD FOR WAIVER OF THE REQUIREMENTS OF THE SECOND RESET ORDER.

Agway requests that the Commission deny IGS Energy's request to offer its Home Warranty Service Product proposal on the basis that it was not supported by the substantial, credible evidence necessary to qualify as an energy-related value-added product under the

⁵ See generally Case 15-M-0127 *et al.*, Joint Response of The Utility Intervention Unit and the Attorney General of the State of New York In Opposition to Petitions for Waiver to Offer Green Gas Products (June 26, 2020) (hereinafter "Joint Response of UIU/AG").

⁶ *Id.* at 2.

⁷ *Id.* at 6-8.

Commission’s Second Reset Order.⁸ Specifically, Agway argues that because IGS Energy’s Home Warranty Service proposal did not include evidence “of the same nature and detail” that Agway provided when it received approval to offer its EnergyGuard™ service, IGS Energy is unable to prove that its product provides a benefit to consumers comparable to its costs.⁹ Agway argues that the “rigorous and objective assessment”¹⁰ that its EnergyGuard™ service underwent to obtain Commission approval justifies its claim that IGS Energy must be held to the same evidentiary standards to receive an exemption from the requirements of the Second Reset Order.

Agway self-servingly implores the Commission to adopt a heightened standard of review for energy-related value-added products to prevent IGS Energy—and potentially other market participants—from offering a product that will directly compete against Agway’s EnergyGuard™ service. The reality is that Agway is seeking to corner the market.

But, as Agway acknowledges,¹¹ the Commission’s Second Reset Order expressly encouraged other ESCOs seeking to offer a product like Agway’s EnergyGuard™ service to “submit a petition for waiver to the Commission explaining the benefits its product provides and how they will reasonably relate to its costs.”¹² No further detail regarding that evidentiary standard was provided. While the Commission complimented Agway for the information it provided during the evidentiary hearing, it did not expressly require other applicants to provide the same, or similar,

⁸ Agway Comments at 4.

⁹ *Id.* at 8.

¹⁰ *Id.*

¹¹ *Id.* at 2.

¹² Order at 54.

information to obtain a waiver. Applicants need only explain how the value of the product is commensurate to its costs.

In response, IGS Energy filed its proposal and petitioned the Commission to approve its Home Warranty Service Product as an energy-related value-added product.¹³ The petition identified the inside/outside utility line protection, HVAC system protection, and comprehensive home protection plans that IGS Energy is offering as well as the coverage limits that correspond with each plan.¹⁴ While Agway offers “parts and repairs to the residential customer’s air conditioning unit, up to \$1,000 annually, as well as the additional cost for electrical wiring repairs, up to \$1,000 annually,” IGS Home Warranty offers the following suite of products with a combined annual limit up to \$34,500:

INSIDE LINES GAS up to \$2,000 ELECTRIC up to \$2,000 WATER up to \$2,000 SEWER up to \$2,000	OUTSIDE LINES GAS* up to \$3,000 ELECTRIC up to \$3,000 WATER up to \$4,500 SEWER up to \$8,500	HEATING & COOLING FURNACE/ CENTRAL AC/ BOILER/ HEAT PUMP Combined protection limit of up to \$2,000 <hr/> WATER HEATER up to \$1,000
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Accordingly, IGS Energy’s Home Warranty plans provides a more diverse and range of products and higher comprehensive coverage than Agway’s EnergyGuard™. If Agway’s product provides sufficient value to customers, clearly IGS Energy’s proposed product does as well.

Moreover, the petition also indicated that IGS Energy serves more than 100,000 residential and small commercial customers nationally under those plans, and confirmed that all contractors used to facilitate the service are licensed, bonded, and thoroughly screened.¹⁵ Notably, the petition

¹³ IGS Energy’s Petition at 9.

¹⁴ *Id.*

¹⁵ *Id.*

also highlighted the fact that New York customers that subscribe to the product can closely monitor the ‘value’ they are receiving under the plan by monitoring the monthly on-bill comparison.¹⁶

Agway claims that IGS Energy did not submit evidence of the same nature and detail as Agway provided, a review of Agway’s comments and the evidentiary record in this proceeding tell a different story. Agway’s comments refer to the “voluminous and detailed evidence”¹⁷ it submitted, but it cites no exhibits or transcripts in support of that claim. Those comments cite only to the testimony Agway filed,¹⁸ which similarly describes its EnergyGuard™ home warranty product plan options and coverage limits.¹⁹ Like IGS Energy’s petition, Agway’s testimony noted that it uses a network of heating, ventilation, and AC experts,²⁰ but it stopped short of confirming whether each of those vendors are licensed, bonded and thoroughly screened. Agway, however, did go on record to confirm that the data it used to determine the value of its EnergyGuard™ service was submitted to Commission Staff “in the form of thousands and thousands of customers who have voluntarily purchased and retained [its EnergyGuard™] program.”²¹ But information submitted to the Staff is not part of the record in this case unless entered into evidence. Beyond that, on numerous occasions, Staff has been provided with real customer testimonials about the value that the customer perceives from EnergyGuard™.

¹⁶ *Id.*

¹⁷ Agway Comments at 8.

¹⁸ *Id.* at 5.

¹⁹ Direct Testimony of Michael P. Schuler at 2-3 (November 15, 2017).

²⁰ *Id.* at 3.

²¹ Rebuttal Testimony of Michael P. Schuler at 4 (October 27, 2017).

Regardless, even under Agway's flawed logic, IGS Energy's Home Warranty Service Product proposal provides value given that IGS Energy also has more than 100,000 customers on its Home Warranty Service Product plans nationally. And IGS Home Warranty customers have a customer satisfaction rating of more than 90%.²² Indeed, if the information entered into the record in this proceeding was sufficient for the Commission to determine that Agway's EnergyGuard™ service provides a benefit to consumers comparable to its costs, then IGS Energy's Home Warranty Service Product proposal undoubtedly meets the same standard. IGS Energy's Home Warranty Service product enhances the value of traditional utility services to customers, and like Agway's EnergyGuard™, similarly offers quantifiable value through peace of mind²³ by covering the cost of most parts and repairs to residential and small commercial customers' inside/outside lines and HVAC systems.²⁴

Agway should not be granted an exclusive right to provide home warranty products and services. To be clear, IGS Energy believes that Agway's arguments are anticompetitive and clearly designed to create barriers to market entry for IGS Energy and other competitors interested in offering a similar service. Because IGS Energy has provided evidence to demonstrate that its Home Warranty Product Proposal provides value commensurate to its cost, the Commission should dismiss Agway's argument and grant IGS Energy's request for an exemption of the standards adopted under the Second Reset Order.

B. IGS ENERGY'S PETITION COMPLIES WITH THE STATE ADMINISTRATIVE PROCEDURES ACT.

²² <https://www.igs.com/residential/home-warranty>.

²³ Order at 52.

²⁴ IGS Energy's Petition at 9.

The Commission's Second Reset Order established that a waiver for an energy-related value-added product can be approved without the need for an additional comment period under SAPA.²⁵ There, the Commission granted a waiver to Agway to offer its EnergyGuard™ service even though the notice requirements of SAPA had not been satisfied.²⁶ Since IGS Energy's petition also seeks to offer energy-related value-added Green Gas and Home Warranty Service products, IGS Energy relied on that precedent in requesting to forego the requisite notice and comment period under SAPA.²⁷ Nevertheless, the Commission officially published notice of IGS Energy's Green Gas and Home Warranty Service Product proposals in the New York State Register on May 27, 2020.²⁸

Indeed, Agway filed its comments in opposition to IGS Energy's petition following the Commission's publication in the register. Therefore, any claim that the petition fails to comply with SAPA is moot.

Similarly, Direct Energy also takes issue with the relationship between SAPA and IGS Energy's petition albeit from a different angle. Direct Energy argues that IGS Energy's request for protection of certain portions of its petition may violate SAPA § 202.1(f)(v), because it deprives stakeholders of full access to the information necessary to meaningfully participate in SAPA's

²⁵ Order at 53-4.

²⁶ *Id.*

²⁷ IGS Energy's Petition at 7, 11.

²⁸ NY Reg, May 27, 2020 at 10.

notice and comment process.²⁹ In more cursory fashion, UIU/AG assert a similar argument.³⁰ Both claims miss the mark.

Section 202.1(f)(v) of SAPA provides that if the text of a proposed rulemaking exceeds two thousand words, then notice of that rulemaking must only “contain a description of the subject, purpose and substance of the rule . . . and shall identify the address of the website on which the full text has been posted.” The May 27, 2020 notice of IGS Energy’s proposed rulemaking confirms that the Commission satisfied each criterion.³¹

More importantly, Direct Energy overlooks the fact that neither IGS Energy’s petition, nor the notice of its proposed rulemaking, restrict the ability of stakeholders to fully understand the proposal and provide meaningful comment. IGS Energy’s notice satisfies both the plain meaning and intent of SAPA § 202.1(f)(v) in that it sufficiently describes the scope and substance of the proposal in detail. The notice filed pursuant to SAPA also provides any party interested in learning more about the petition with the web address necessary to obtain the text of IGS Energy’s proposal.

Unlike some of the other applications that Direct Energy finds objectionable, IGS Energy redacted only the few small sections of its petition that included proprietary internal data. Those redactions, however, do not limit or prevent stakeholders from gaining a full understanding of the details of IGS Energy’s product proposals. IGS Energy does not seek confidential treatment to thwart stakeholders from fully understanding its proposal. On the contrary, IGS Energy simply

²⁹ Direct Energy Comments at 4-5.

³⁰ Joint Response of UIU/AG at 2.

³¹ NY Reg, May 27, 2020 at 10.

seeks to eliminate the likelihood of competitive injury by disclosing certain proprietary processes to its competitors.

IGS Energy's public filing describes the scope of its Green Gas product as "analogous to a renewable electric product" and declares its intention to offset a customer's carbon emissions associated with burning natural gas.³² The petition also describes the scope of product plans and services offered through its Home Warranty Service Product program in explicit detail.³³ The extent of these disclosures leave little to the imagination, and, therefore, provide stakeholders with enough information to meaningfully comment on the proposals.

Therefore, because IGS Energy's petition and subsequent notice filed in the New York State Register provide enough detail for any interested party to submit meaningful comments in response to its proposal, no violation of SAPA § 202.1(f)(v) has occurred, and Direct Energy's argument should be dismissed.

C. A COMMISSION ORDER APPROVING IGS ENERGY'S PETITION DOES NOT VIOLATE ARTICLE III § 17 OF THE NEW YORK STATE CONSTITUTION.

Direct Energy also claims that any approval of IGS Energy's petition subject to a claim of privilege may violate Article III, § 17 of the New York State Constitution.³⁴ Direct Energy's argument attempts to draw a nexus where none exists. Indeed, Direct Energy claims that the New York State Constitution's limitation on the New York *Legislature's* authority to pass legislation "[g]ranting to any private corporation . . . any exclusive privilege . . .", extends to *administrative agencies* and thereby limits the Commission's authority to approve IGS Energy's request for

³² IGS Energy's Petition at 5-6.

³³ *Id.* at 8-9.

³⁴ Direct Energy Comments at 5-6.

confidential treatment of its petition in this proceeding.³⁵ Direct Energy argues that because the Commission is “a creature of the Legislature exercising only delegated legislative powers, [it] is also subject to this limitation on its permissible actions.”³⁶ Therefore, Direct Energy claims that a Commission entry granting IGS Energy’s request to preserve the confidentiality of its petition constitutes the sort of exclusive privilege that is prohibited by Article III, § 17 of the New York State Constitution.³⁷

Direct Energy’s argument misses the mark by a wide margin. While IGS Energy generally agrees that the Commission is a creature of the Legislature, and, therefore, may only exercise those powers delegated to it by the New York General Assembly; IGS Energy maintains that there is no nexus between a constitutional limit on the *General Assembly’s* authority to legislatively grant an exclusive privilege to a corporation and the Commission’s ability to approve IGS Energy’s Green Gas and Home Warranty Product petition subject to a claim of privilege.

Nevertheless, IGS Energy is not seeking an exclusive privilege to offer a Green Gas or Home Warranty Service Product. As Direct Energy mentioned, there are several other market participants involved in this proceeding that now seek to offer a similar Green Gas product.³⁸ IGS Energy does not oppose other market participants offering a Green Gas product—and indeed welcomes the competition—so long as each petitioner complies with the requirements necessary to receive an exemption under the Second Reset Order. Rather, what IGS Energy is lawfully seeking to do is to protect proprietary Green Gas and Home Warranty product information from

³⁵ *Id.* at 5.

³⁶ *Id.* at 5-6.

³⁷ *Id.* at 6.

³⁸ *Id.* at 2.

public view to avoid causing substantial injury to its competitive position. IGS Energy's redacted petition is no more complicated than that.

Public Officers Law §§ 89(5) and 87(2) and 16 NYCRR §6-1.3 authorize the Commission to grant IGS Energy's request for trade secret protection. IGS Energy's request is lawful and well-within the Commission's jurisdiction. Accordingly, Direct Energy's argument lacks merit and the Commission should approve IGS Energy's petition.

D. IGS ENERGY'S REQUEST FOR TRADE SECRET PROTECTION HAS NO BEARING ON THE PROPER OPERATION OF THE COMPETITIVE MARKET.

Direct Energy's third argument alleges that a Commission Order approving IGS Energy's petition subject to a claim of privilege would be inconsistent with the proper operation of market mechanisms, because the redacted petition would deprive consumers and *competitors* alike of essential product transparency.³⁹ To support its position, Direct Energy cites to portions of two Commission Orders that rely on the *customer* experience in reaching the conclusion that transparency of product information and disclosures (e.g. price, renewable energy content, etc.) is essential to enable consumers to make rational choices among competing sources of supply.⁴⁰

The intent of both sections of those Orders is clear: to contribute to a well-functioning competitive market, participants must provide the consumer with specific detail and pricing information so the *customer*—and not the competitor—can make rational purchasing decisions at the point of sale. It is for that reason that the Commission's Second Reset Order required ESCOs to post on their website, in all marketing materials, and in individual customer contracts the

³⁹ *Id.* at 7.

⁴⁰ *Id.* at 6-7.

percentage of renewable energy in each product, as well as the amount by which the ESCO renewable electric product percentage exceeds the mix existing in the NYISO.⁴¹ The Commission’s goal is to arm the customer with a wealth of product information to enable the customer to make a purchasing decision that is right for them.

IGS Energy’s redacted petition is not intended to circumvent those requirements. If approved, IGS Energy will provide product information and disclosures in a clear, easily accessible manner.⁴² Indeed, IGS Energy has every intention of adhering to the Commission’s sales, marketing, and enrollment rules just as it has done since it began serving New York consumers. Here again, IGS Energy only redacted portions of its petition to refrain from divulging proprietary information related to its Green Gas and Home Warranty products to its competitors.

IGS Energy does not seek to undermine competitive markets as Direct Energy alleges, but rather to preserve the confidentiality of all proprietary information included in its petition, so that it may continue to compete on a level playing field with other market participants. IGS Energy’s petition is transparent, easily understandable, and contains enough detail for any interested party to understand the full scope of the Green Gas and Home Warranty Service products. Based on the foregoing, Direct Energy’s argument should be dismissed.

E. UIU/AG INCORRECTLY CLAIM THAT EVRA PRODUCTS CANNOT BE AUTHORIZED BEFORE TRACK II IS RESOLVED.

UIU/AG argue that the proposed green gas petitions do not fit within the standard established by the December 2019 Order.⁴³ Specifically, they argue that the petitions “offer a very

⁴¹ Order, slip op. at 80.

⁴² *Id.*

⁴³ Joint Response of UIU/AG at 6.

different product from Agway’s EnergyGuard™ product and do not qualify for the Commission’s December 2019 Order limited waiver process.”⁴⁴ Because the proposed petitions do not fit within their preferred standard, they argue that “consideration of additional ERVA products prior to Track II is premature and contrary to the public interest.”⁴⁵ UIU/AG have invented an incorrect legal standard and applied it to a twisted view of the record to reach their desired result.

First, nowhere did the December 2019 Order explicitly limit temporary waivers to products identical to EnergyGuard™. Rather, the Commission stated that an ESCO “may submit a petition for a waiver to the Commission explaining the benefits its product provides and how they will reasonably relate to its cost.”⁴⁶

Second, the December 2019 Order has already exempted certain renewable electric products from the otherwise applicable pricing restrictions, which clearly reflects that the Commission supports the deployment of products and services that fit within the state’s energy policy.⁴⁷ Indeed, the December 2019 Order contains a great deal of support and encouragement for ESCOs to offer “renewably-sourced products.”⁴⁸ That makes perfect sense given that the state’s energy plan is “comprehensive” and “designed to combat climate change.”⁴⁹

Although UIU/AG do not contest that a green gas product contribute to the fight against climate change, they argue that the petitions should not be approved because there is no certainty

⁴⁴ *Id.*

⁴⁵ *Id.*

⁴⁶ December 2019 Order at 54.

⁴⁷ *Id.* at 75-80.

⁴⁸ December 2019 Order at 54.

⁴⁹ *Id.* at 70.

around “the definition of a GGP versus a renewable electric product” Taking a broad brush to all green gas petitions, UIU/AG appear to contend that each one should fail “because there is no one-to-one comparison by which a customer could purchase a renewable energy credit or other mechanism to offset their natural gas usage, the same way they could with an electric product.”⁵⁰ Of course, IGS’ petition does not propose to use electric renewable energy credits to offset customers’ carbon footprint. Thus, UIU’s/AG’s argument rings hollow with respect to IGS’ petition.

As IGS’ clearly and publicly discussed, “[a] majority of New York consumers utilize natural gas for heating their homes during the winter and almost a quarter of consumers utilize it for heating water.”⁵¹ This creates carbon dioxide. Indeed, according to the Environmental Protection Agency, each Mcf of burned natural gas is equal to the release of .0549 metric tons of carbon dioxide into the atmosphere.⁵² Just like a renewable energy product, IGS Energy’s Carbon-Neutral Natural Gas Product allows consumers the ability to offset some of the negative environmental impacts created by their need to keep their home warm or dry their clothes with a product that provides immediate and recognizable benefits.⁵³

With respect to the value the product provides to customers, they can determine for themselves whether or not they are receiving the value they desire by reviewing the on-bill price comparison.

⁵⁰ Joint Response of UIU/AG at 8.

⁵¹ IGS Energy’s Petition at 4.

⁵² <https://www.epa.gov/energy/greenhouse-gases-equivalencies-calculator-calculations-and-references>

⁵³ IGS Energy’s Petition at 5.

Additionally, UIU/AG allege that certain petitions have not demonstrated that they are sufficiently “energy-related” and that they cannot be offered on a standalone basis untethered to a commodity product.⁵⁴ Contrary to their claim, IGS’ carbon-neutral natural gas product is inextricably intertwined with the provision of commodity service. Indeed, the use of natural gas itself drives carbon emissions and necessitates the need for mitigation of that damage to our planet. IGS’ product is simple, effective, and easy to explain. Moreover, by tethering the commodity of natural gas with a product that offsets the damage that natural gas usage causes, a customer is incentivized to reduce their total natural gas usage. In so doing, they may reduce their carbon footprint and their natural gas bill. But, to the extent that a customer cannot completely forgo the use of natural gas, they may at least offset the impact on our planet. Thus, IGS’ petition sufficiently demonstrated that its proposed product is energy-related.

Finally, to the extent the Commission requires, IGS can provide an annual report to the Staff regarding retirement of any verified emission reductions in an appropriate third-party tracking system. Thus, the impact of the product to support the fight against climate change is readily verifiable and transparent.

III. CONCLUSION

WHEREFORE, for the above-stated reasons Interstate Gas Supply, Inc., Accent Energy Midwest Gas, LLC, and Accent Energy Midwest II, LLC respectfully request the Commission dismiss the claims raised by Agway, Direct Energy, UIU/AG, and grant IGS Energy’s request to offer the described Carbon-Neutral Natural Gas product and Home Warranty Service products, under the rules reserved for ERVA products, under the terms outlined within this petition.

Respectfully submitted,

⁵⁴ Joint Response of UIU/AG at 7-8.

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CERTIFICATE OF SERVICE

I certify that this *Reply Comments of Interstate Gas Supply, Inc., Accent Energy Midwest Gas, LLC dba IGS Energy, and Accent Energy Midwest II, LLC* was filed electronically on July 2, 2020 in Case Nos. 15-M-0127, 12-M-0476, and 98-M-1343.

/s/ Joseph Olikier _____
Joseph Olikier