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PUBLIC SERVICE
COMMISSION

September 25, 2013

Mr. Jeff Derouen
Executive Director
Public Service Commission
Commonwealth of Kentucky
211 Sower Boulevard
P. O. Box 615
Frankfort, KY 40602

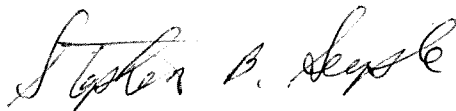
**RE: New Case – *In the Matter of Columbia Gas of Kentucky, Inc. to
Extend its Gas Price Hedging Plan***

Dear Mr. Derouen:

Columbia Gas of Kentucky, Inc. hereby submits and original and ten copies of its application in the above matter.

If you have questions, please don't hesitate to contact me at (614) 460-4648 or sseiple@nisource.com.

Sincerely,



Stephen B. Seiple
Assistant General Counsel

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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PUBLIC SERVICE
COMMISSION

In the Matter of:)
)
THE APPLICATION OF COLUMBIA GAS) Case No. 2013-_____
OF KENTUCKY, INC. TO EXTEND ITS)
GAS PRICE HEDGING PLAN.)

APPLICATION OF
COLUMBIA GAS OF KENTUCKY, INC.

The Application of Columbia Gas of Kentucky, Inc. ("Columbia") respectfully states:

(a) That applicant is engaged in the business of furnishing natural gas service to the public in certain counties in the Commonwealth of Kentucky, pursuant to authority granted by the Commission.

(b) That Columbia's full name and post office address are:

Columbia Gas of Kentucky, Inc.
2001 Mercer Road
P.O. Box 14241
Lexington, KY 40512-4241

(c) That Columbia's Articles of Incorporation have previously been filed with the Commission in Case No. 2013-00066 and are incorporated herein by reference.

(d) That by this Application Columbia seeks authorization to extend its gas price hedging plan, for the reasons described below. The purpose of this request is to continue to employ hedging strategies to mitigate the potential adverse impacts of winter period natural gas price spikes, minimizing price volatility and maintaining reliability of supply.

(e) In Administrative Case No. 384, the Commission directed Kentucky's major gas distribution utilities to consider hedging options in response to significant price spikes and volatile gas prices experienced during the 2000-2001 heating season. *An Investigation of Increasing Wholesale Natural Gas Prices and the Impacts of Such Increases on the Retail Customers Served by Kentucky's Jurisdictional Natural Gas Distribution Companies*, Administrative Case No. 384, Order (January 30, 2001). As an outgrowth of that case, the Commission engaged The Liberty Consulting Group ("Liberty") to conduct a focused management audit of the gas procurement practices of the major gas utilities. In Liberty's final report with regard to Columbia's gas procurement practices Liberty recommended that Columbia work with the Commission and others "to establish a common foundation of objectives for natural gas hedging programs." Final Report, Audit of Five Major Kentucky Gas Local Distribution Companies Presented to the Kentucky Public Service Commission by The Liberty Consulting Group, November 15, 2002, Recommendation No. A.3.3. at page A.3.9. Subsequent to the issuance of

the Commission's Order in Administrative Case No. 384, the Commission has approved various forms of hedging programs for all five of the major Kentucky gas utilities, including Columbia.¹

(f) As part of its Application filed in Case No. 2004-00462, filed on November 30, 2004, Columbia proposed its initial Gas Price Hedging Plan ("the Plan") for a three-year period. The Commission approved Columbia's proposal in an Order dated March 29, 2005. Under the initial Gas Price Hedging Plan ("Plan"), Columbia was authorized to hedge gas supplies through the winter of 2008-2009.

(g) In December 2007 Columbia filed an Application to extend the Plan, without modification, for an additional three years. The Commission approved Columbia's Application for a three-year extension to the Plan.² Under the extension, Columbia was authorized to hedge gas supplies through the winter of 2011-2012.

¹ *In the Matter of: the Application of Louisville Gas and Electric Company to Implement a Natural Gas Supply Hedge Plan*, PSC Case No. 2004-00198, Order (August 6, 2004); *In the Matter of: the Final Report of Atmos Energy Corporation on its Hedging Program for the 2003-2004 Heating Season and Motion to Conduct a Hedging Program for the 2004—2005 Heating Season*, PSC Case No. 2004-00142, Order (July 20, 2004); *In the Matter of: the Application of Delta Natural Gas Company, Inc. for Commission Approval of a Natural Gas Purchasing Plan to Mitigate Price Volatility*, PSC Case No. 2003-00172, Order (August 4, 2003); *In the Matter of: the Application of the Union Light, Heat and Power Company for Approval of a Natural Gas Purchase Hedging Plan for the 2003-2004 Heating Season*, PSC Case No. 2003-00151, Order (June 19, 2003).

² *In the Matter of Application of Columbia Gas of Kentucky, Inc. to Extend its Gas Price Hedging Program*, PSC Case No. 2007-00517, Order (March 7, 2008).

(h) Again, in September 2010, Columbia filed an Application and received approval to extend the Plan for another three years,³ such that the last month where gas costs could be impacted by hedging under the Plan would be March 2015. This means that the last month in which a future contract might be triggered under the Plan would be October 2014, and that the last time that new Trigger Prices could be developed for a new future winter season would have been November 2012 for the 2014-2015 winter.

(i) In order to hedge gas supplies for 2015-2016 and subsequent winters, the Commission must once again authorize Columbia to extend the Plan. This authorization is needed as soon as possible because Columbia, as of the first of November 2013, pursuant to the rules of an extended Plan, would calculate Trigger Prices and be able to hedge gas supplies for the winter of 2015-2016. Columbia therefore proposes the Plan be extended for an additional three years. If so extended, the last winter month to be hedged pursuant to the Plan would be March 2018, and the last month in which a hedge could be placed on that winter period would be October 2017.

(j) The purpose of the Plan continues to be to reduce the impact that potentially dramatic winter price spikes can have on the Gas Cost Adjustment price

³ *In the Matter of Application of Columbia Gas of Kentucky, Inc. to Extend its Gas Price Hedging Program*, PSC Case No. 2010-00365, Order (Nov. 23, 2010).

and to promote a level of price certainty and stability for Columbia's winter season gas supply. The Plan provides Columbia with the ability to provide a more diversified portfolio approach to the pricing of its gas purchases. The approach to setting future prices described in the Plan is designed to make up only one portion of Columbia's gas price portfolio. Columbia continues to recognize the importance of buying a portion of its supply at winter market price, and of buying gas in the summer at market prices for injection into storage, for use during the following winter.

(k) Under the Plan, Columbia fixes the price on a portion of its gas purchase volumes that are required in future winter periods. Columbia may implement the Plan through the direct use of New York Mercantile Exchange ("NYMEX") gas futures contracts or through over the counter financial contracts ("futures contracts"). As an alternative, Columbia has the ability to set prices by negotiating fixed prices in physical gas supply contracts with suppliers.

(l) Columbia's Plan is well-documented and incorporates a measured, rules-based approach to diversifying the pricing of Columbia's gas supply portfolio. In order to implement the hedging program using financial contracts, Columbia has set up a specific account with a broker that carries out Columbia's instructions. The Supply & Optimization ("S&O") Department, which is responsible for acquiring Columbia's gas supply, has experience in this process.

Equally important and critical in the use of financial derivatives is a carefully managed and controlled corporate risk management program. In addition to the Columbia Gas of Kentucky Gas Price Hedging Plan, the NiSource Corporate and the NiSource Gas Distribution Supply & Optimization Risk Management Policy clearly define a set of procedures that must be followed in order to ensure that all hedging programs will be executed in a controlled and compliant environment.

(m) The Plan has been in place for each winter beginning with the winter of 2005-2006. During this time, the Plan has been implemented without problem and has worked according to expectations. That is, the market-based prices for gas purchased by Columbia during the winter have been replaced with hedged prices triggered during the prior twenty-four month period pursuant to the Plan. There has been no change in circumstances that would cause Columbia to recommend changes to the Plan at this time. Therefore, Columbia is recommending the extension occur without modification to the Plan itself.

(n) Columbia's Plan operates as follows. Initially, a historically based Benchmark Price is derived from winter period price information. Trigger Prices are then determined based on the Benchmark Price. When the NYMEX winter strip price is less than or equal to a Trigger Price, Columbia will set the price on specified gas quantities that are forecasted to be purchased in the applicable future winter months. Each Trigger Price has a specified quantity of Columbia's winter gas

purchase requirements associated with it. If, by a specified date in the summer prior to the winter period being hedged, prices have not yet been set on a specified minimum volume, then Columbia will set the price on a predetermined volume, even though futures prices remain above the Trigger Prices, so that a minimum level of price diversification is put in place for each winter. The Plan, which provides a more detailed description, is attached hereto as Attachment A.⁴

(o) The Plan provides for a two-year window period during which prices may be fixed for a given winter. For example, under this Plan, as of November 1, 2012, Columbia had the ability to hedge prices for the winter period November 2014 through March 2015. This window period provides Columbia with a higher probability that futures prices will drop below the Plan's Trigger Prices than would a Plan with a shorter window period.

(p) If Columbia's request to extend the Plan is approved and implemented, the results of the purchase and sale of the NYMEX contracts would continue to be treated as credits or debits to gas cost to be recovered in the GCA process in the same way that Columbia recovers other gas cost charges received from gas suppliers and pipelines. The resulting gains and losses from the settlement of the NYMEX futures contracts will continue to be specifically

⁴ The copy of the Plan attached hereto as Attachment A is a redacted copy of the Plan, because Columbia considers the Trigger Price information to be confidential and proprietary. Simultane-

tracked and accounted for as part of Columbia's purchase gas cost adjustments. The resulting credit or debit to gas costs will include all transaction fees and other brokerage fees associated with buying and selling natural gas futures contracts.

(q) Columbia recognizes that without a full understanding by interested parties of the concepts and purpose of such programs, disagreements over gas cost could eventually occur. Therefore, Columbia will implement the extension to the Plan only after the Commission approves the extension. This approval process may result in the only deviation from the original design of the Plan in that instead of implementation on November 1, 2013 for the winter of 2015-2016, Columbia would implement the Plan at a later date if approval of the requested extension came from the Commission after November 1, 2013.

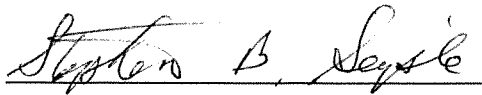
(r) Columbia will continue to file reports with the Commission on the same schedule as set forth in the Commission's Order dated March 29, 2005, in Case No. 2004-00462.

Dated this 25th day of September 2013.

ously with the filing of this Application, Columbia is filing a motion that seeks confidential treatment of this type of information in the Plan.

Respectfully submitted,

COLUMBIA GAS OF KENTUCKY, INC.

By: 
Stephen B. Seiple
Assistant General Counsel

Stephen B. Seiple, Asst. General Counsel
Brooke E. Leslie, Senior Counsel
200 Civic Center Drive
P.O. Box 117
Columbus, Ohio 43216-0117
Telephone: (614) 460-4648
Fax: (614) 460-6986
Email: sseiple@nisource.com
bleslie@nisouce.com

Richard S. Taylor
225 Capital Avenue
Frankfort, Kentucky 40601
Telephone: (502) 223-8967
Fax: (502): 226-6383

Attorneys for
COLUMBIA GAS OF KENTUCKY, INC.

ATTACHMENT A

GAS PRICE HEDGING PLAN

(redacted version; unredacted version filed along with Motion for Confidential Treatment)

CONFIDENTIAL DOCUMENT

**Columbia Gas of Kentucky, Inc.
Gas Price Hedging Plan**

September 10, 2010

This Gas Price Hedging Plan (“Plan”) sets forth rules that Columbia Gas of Kentucky, Inc. (“Columbia”) will follow in setting gas purchase prices in advance on a portion of Columbia’s winter period gas supply requirements in advance. The remainder of Columbia’s winter period gas purchases will continue to be closely linked to winter market prices. Implementation of the Plan is intended to reduce the impact that potentially dramatic winter price spikes could have on the Gas Cost Adjustment price and to promote a level of price certainty and stability for Columbia’s winter season gas supply.

Columbia will follow this Plan when setting natural gas prices for future deliveries of gas purchased to meet a portion of its firm demand requirements. This Plan includes the following sections.

- OVERVIEW
- PRICE
- VOLUME
- TIMING
- FIXED PRICE METHOD
- RECOVERY OF GAS COSTS
- ADMINISTRATION & CONTROLS
- IMPLEMENTATION

OVERVIEW

This Plan is intended to provide Columbia with the ability to provide a more diversified portfolio approach to its gas purchases. By engaging in a more diversified pricing approach, Columbia can reduce the impact that winter price spikes can have on its customers’ bills. The approach to setting future prices described in this Plan is designed to make up only one portion of Columbia’s gas price portfolio. As part of its portfolio, Columbia continues to recognize the importance of buying a portion of its supply at the then current market price, and of buying gas in the summer at market prices for injection into storage, for use the following winter.

Under this Plan, Columbia will set a fixed price on a portion of its gas purchase volumes that are required in future winter periods. Columbia may implement this Plan through the direct use of New York Mercantile Exchange (“NYMEX”) gas futures contracts or through over the counter financial

contracts (“futures contracts”). Columbia may also set prices by negotiating fixed prices in physical gas supply contracts with suppliers.

This Plan incorporates a measured, rules based approach to diversifying the pricing of Columbia's gas supply portfolio. Initially, a historically based Benchmark Price is derived from winter period price information. Five Trigger Prices are then determined based on the Benchmark Price. Columbia will set the price on specified gas quantities that are to be purchased in future winter months when the NYMEX winter strip price is less than or equal to a Trigger Price. Each Trigger Price has a specified quantity of Columbia's winter gas purchase requirements associated with it.

If, by a specified date, prices have not been set on a specified minimum gas quantity, then Columbia will set the price on a minimum volume so that a minimum level of price diversification is in place for each winter.

PRICE

Two specific types of pricing data are used to develop the Benchmark Price. One set of data, called the Historic Strip Price, represents a futures market view of the specific winter period for which gas is to be priced. The second type of price data, called the Historic Settlement Price, represents the market price of gas bought and sold in past winters.

The Historic Strip Price equals the average of the NYMEX closing prices during a specific window period for the future winter period in question. The window period begins on the first trading day that the NYMEX gas futures contract for delivery during the last month of the future winter period is listed as the [REDACTED] contract month among all available NYMEX gas futures contracts. The window period ends on the last trading day that the NYMEX gas futures contract for delivery during the first month of the future winter period is listed as the [REDACTED] contract month among all available NYMEX gas futures contracts. Determining the Historic Strip Price in this manner results in a window period for triggering prices that is [REDACTED] years in length, beginning in the November [REDACTED] years prior to the winter period in question, and ending on the last day of trading for the winter in the October immediately prior to the winter period.

The Historic Settlement Price shall be determined at the same time as the Historic Strip Price and is the average of the final NYMEX price, or settlement price, for each month of the [REDACTED] prior winter periods. Since there is only one settlement price for each futures contract, this involves only the simple averaging of [REDACTED] prices, those being the [REDACTED] winter month prices over the previous [REDACTED] winters.

The Benchmark Price is the simple average of the Historic Strip Price and Historic Settlement Price, and is calculated each November, when a Historical Strip Price for a new winter period can be calculated. Therefore, the Benchmark Price incorporates expectations for the specific future winter period in question, as well as actual historic winter month prices.

Once the Benchmark Price is established, five Trigger Prices will be calculated, each as a percentage of the Benchmark Price, so that they create a group of prices situated around the Benchmark Price. The Trigger Prices will be equal to [REDACTED] and [REDACTED] of the Benchmark Price. The Trigger Price, therefore, can be considered the maximum price in a price band that is [REDACTED] percent wide, with each price band being symmetrically situated around the Benchmark Price.

Trigger Prices will be compared to the winter strip price of the futures contracts for the winter in question. When the winter strip price is equal to or lower than a Trigger Price, Columbia will set the price on gas quantities equal to the Volume Band associated with that Trigger Price.

VOLUME

Forecasts of non-storage firm demand will be developed and incorporated into the implementation of the Plan once each year. If a forecast of non-storage firm demand for a future winter period changes, Columbia will, if necessary, adjust the size of unused Volume Bands to limit the total volume hedged to [REDACTED] of its non-storage firm demand.

If changes in the non-firm demand forecast or changes in actual consumption changes such that Columbia has set the price on a quantity greater than [REDACTED] of the non-storage firm demand, Columbia will hold that position as originally planned, throughout the Plan timetable.

The gas quantity associated with each Trigger Price is a Volume Band. Each Volume Band will be equal to [REDACTED] of Columbia's non-storage firm demand, rounded to the nearest quantity that will allow for the purchase of an equal number of futures contracts for each of the five winter months.

The first Volume Band will be matched to the highest Trigger Price, the second Volume Band will be matched up with the second highest Trigger Price, and so on through the [REDACTED] Volume Bands and [REDACTED] Trigger Prices. When setting the price on a Volume Band, equal quantities will be set for each month of the winter period, with the total five-month quantity being equal to the Volume Band.

If Columbia elects to set prices by negotiating prices in physical gas supply contracts with suppliers, it will first determine the minimum base load demand for each month of the winter. Columbia will not fix the price on volumes in this manner to the extent that such volumes would exceed the minimum base load demand for any month in the winter period.

TIMING

Prices for a winter period may be set beginning in the November, [REDACTED] years prior to the winter period, when the Benchmark and Trigger Prices are established, and may continue through the last day on which the five-month strip trades for that winter, which will be near the end of the October immediately preceding the winter period being hedged.

If, by the end of the April immediately preceding the winter period, Columbia has not set the price on at least [REDACTED] of the non-storage firm demand, Columbia will set the price on [REDACTED] of the shortfall below [REDACTED] in each of the months of [REDACTED] of that same year. This will assure that a minimum level of hedging takes place. Volume Bands priced to meet the minimum level of price diversification will not be associated with specific Trigger Prices. If, subsequent to the triggering of transactions for the purpose of meeting the minimum level of price diversification, but before the end of the window period for triggering prices, the future winter strip price drops below the next applicable Trigger Price(s), then additional transactions will take place up to [REDACTED] of the forecasted non-storage firm demand.

FIXED PRICE METHOD

Columbia will use a fixed price method, as opposed to other methods such as collar prices or ceiling prices, for all volumes priced under this plan. The fixed price method may involve the purchase and ultimate sale of natural gas futures contracts. The purchase of such futures contracts will occur when winter futures strip prices are lower than a Trigger Price as described above. The sale of the futures contract occurs immediately prior to the contract month, at approximately the same time that physical spot prices are traded for that month.

In lieu of the purchase and sale of natural gas futures contracts, Columbia may fix the price of a physical supply through direct negotiation with the gas supplier. In this case, the negotiated fixed price will normally take the place of a market index price in a firm gas supply contract. If Columbia elects to fix prices on a portion of its supply by negotiating prices in physical gas supply contracts with suppliers, Columbia will commit to a price based on the then-current futures price that meets Plan requirements. As is the case when hedging with futures contracts, hedging the basis is not part of Trigger Price calculation. However, in order to complete a physical price hedge, Columbia will negotiate basis for the contractual delivery point location prior to delivery of the gas.

RECOVERY OF GAS COSTS

When setting prices using gas futures contracts, all costs associated with the purchase and sale of those financial trades will be treated as gas costs for purposes of recovery through the Gas Cost Adjustment mechanism in Columbia's tariff. Financial product-related costs shall include, but not be limited to, the cost of the futures contracts, the sale price of the futures contracts (as a credit), broker commission fees and premiums, transaction execution costs, margin account interest, monthly service fees, and other similar external account related fees and charges.

When setting prices with physical gas supply contracts, the supplier includes all related transaction costs in the gas price.

ADMINISTRATION & CONTROLS

All price setting will conform to the Plan. A decision to vary from the Plan will be made only if confirmed in writing by the Vice President of Energy Supply Services. All appropriate and relevant information necessary to provide a clear audit trail will be maintained. Documentation will be kept showing the determination of the Benchmark, Settlement, Strip, and Trigger Prices. Records will be kept showing when prices are set, the volumes involved, along with other relevant information that defines the transaction. If prices are set using futures contracts, those transactions will be completed within an account unique to Columbia's Gas Cost Adjustment hedges. Columbia will monitor data and information pertaining to implementation of the Plan and associated transactions on at least a monthly basis.

IMPLEMENTATION

Columbia will implement this Plan only following approval by the Kentucky Public Service Commission ("PSC"). When all of the necessary approvals have been obtained, Columbia will initiate the Plan using the historic data that would have been used as if the Plan had been in place all along. If for example, the Plan were to be approved on January 15, 2011, Columbia would calculate Benchmarks and Trigger Prices for the winter of [REDACTED] as if those calculations had taken place in November of [REDACTED].

If this Plan is terminated at any point in time as a result of actions taken by the PSC, Columbia will cease implementation of further price setting, and will request direction from the PSC and other interested parties regarding the appropriate timing of the sale of futures contracts already acquired at that time for future winter periods.