

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the matter of:

THE ELECTRONIC APPLICATION OF) Case No. 2022-00049
COLUMBIA GAS OF KENTUCKY, INC. FOR)
APPROVAL OF THE GREEN PATH RIDER PILOT)
PROGRAM)

**COLUMBIA GAS OF KENTUCKY, INC.'S
MOTION FOR CONFIDENTIAL TREATMENT**

Columbia Gas of Kentucky, Inc., (“Columbia”), by and through counsel, pursuant to KRS 61.878 and 807 KAR 5:001, Section 13, and other applicable law, petitions the Kentucky Public Service Commission (“Commission”) to afford confidential treatment to competitively sensitive commercial information (“Confidential Information”) within a contract that is responsive to Staff’s First Request for Information (“Staff’s First Request”) in the above-captioned proceeding, and respectfully states as follows:

1. Concurrent with this Motion, Columbia is filing its responses to Staff’s First Request. Columbia’s response to request 10 includes, as requested, a copy of the third-party provider supply agreement (“Agreement”). The Agreement contains Confidential Information, including, product design and specifications, pricing, termination

provisions, marketing arrangements, contract quantities, identities of the officers who signed the Agreement, and ramifications for failure to perform under the Agreement.

3. KRS 61.878(1)(c)(1) provides for the protection of information “confidentially disclosed to an agency or required by an agency to be disclosed to it, generally recognized as confidential or proprietary, which if openly disclosed would permit an unfair commercial advantage to competitors of the entity that disclosed the records.” Columbia operates in a competitive environment in the market for renewable natural gas, offsets, and other environmental attributes. The Confidential Information is generally recognized as confidential or proprietary.

4. Public disclosure of the Confidential Information would permit an unfair commercial advantage to competitors of Columbia as well as the counterparty to the Agreement. Each piece of the redacted information, if publicly disclosed, would provide an unfair commercial advantage to others when negotiating future commercial opportunities with either of the parties to the Agreement. These unfair commercial advantages would likely increase the costs or otherwise negatively affect the offering of such a program to customers.

5. As it relates to all the terms Columbia is seeking confidential treatment, the disclosure of the various tradeoffs inherent in the negotiation between Columbia and the counterparty would provide valuable insight into the priorities, risk tolerance, and relative value of particular items to future entities negotiating with Columbia or the

counterparty. Each of these items, when considered individually and in isolation, would provide future entities on the other side of the table a piece of information to be used for their own benefit and to the detriment of Columbia or the counterparty. And specific to pricing, while Columbia has already publicly disclosed the \$3.00 per Dth price, there are additional provisions around pricing that would provide competitors information that could be used against either of the parties to the Agreement in other commercial contexts. Finally, revealing the identities of the employees who executed the Agreement would provide information otherwise not readily publicly available to other entities in similar markets.

6. The Confidential Information is not otherwise publicly available and is protected by both Columbia and contractual parties through confidentiality agreements. In addition, the Confidential Information is proprietary information that is retained by Columbia on a “need-to-know” basis. The Confidential Information is distributed within Columbia only to those employees who must have access for business reasons and it is generally recognized as confidential and proprietary in the energy industry.

7. In accordance with provisions of 807 KAR 5:001, Section 13(2), Columbia is unable to affirmatively quantify a time when public disclosure of the Confidential Information would no longer present an unfair commercial impact, and therefore harm Columbia or the counterparty. As a result, Columbia respectfully requests that the Commission grant this Motion for Confidential Treatment for an indefinite period.

8. In accordance with the provisions of 807 KAR 5:001, Section 13(2), Columbia's response to Staff's First Request, made today in conjunction with this Motion, to the extent possible, is being submitted to the Commission's public docket in redacted form and in an unredacted form under seal to Commission Staff.

9. Pursuant to 807 KAR 5:001 Section 13(10), if, and to the extent, the Confidential Information becomes publicly available or otherwise no longer warrants confidential treatment, Columbia will notify the Commission and have its confidential status removed.

10. The public interest of the Commonwealth will be served by granting this Motion. The marketplace for renewable natural gas, offsets, and other environmental attributes is a newer and rapidly evolving marketplace, and protecting the confidentiality of the terms in contracts such as the Agreement is an important piece of a proper evolution of such a market and is in the public interest.

WHEREFORE, on the basis of the foregoing, Columbia respectfully requests the Commission to enter an Order granting this Motion for Confidential Treatment and to so afford such protection from public disclosure to the Confidential Information for an indefinite period.

This 23rd day of June, 2023.

Respectfully submitted,

/s/ Joseph M. Clark

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