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**PUBLIC SERVICE
COMMISSION**

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF AN ADJUSTMENT)
OF GAS RATES OF COLUMBIA GAS)
OF KENTUCKY, INC.) CASE NO. 2007-00008

**COLUMBIA GAS OF KENTUCKY, INC.’s
MOTION TO STRIKE
DIRECT TESTIMONY OF INTERSTATE GAS SUPPLY, INC.
WITNESS SCOTT WHITE**

Now comes Columbia Gas of Kentucky, Inc. (“Columbia”), by and through its attorneys, and moves to strike portions of the direct testimony filed by Scott White on behalf of Interstate Gas Supply, Inc. (“IGS”). Specifically, Columbia moves to strike the following portions of Mr. White’s testimony:

- Page 2, the last 12 words of line 14 and the first 3 words on line 15;
- Page 2, last 3 words of line 23 through page 3, line 14;
- Page 4, last 4 words of line 7 through the first 4 words of line 10;
- Page 4, lines 15 – 22 through page 5, line 22;
- Page 6, lines 4 -21;
- Page 7, lines 32 – 37 through page 9 line 10;
- Page 9, lines 21- 23 through page 12, line 2.

Columbia moves to strike the testimony on the grounds that the testimony addresses matters beyond the issues that the Commission permitted IGS to address when the Commission granted IGS’ motion to intervene in this proceeding.

On February 14, 2007, IGS filed its motion to intervene in this case. In its motion IGS stated, “certain parts of the Choice Program create a situation wherein the proposed rate adjustment may be unequally allocated between Choice Program customers and non-Choice Program

customers.” IGS Motion to Intervene at 1. IGS’ motion then went on to identify two specific issues about which it was concerned: (1) Columbia’s proposal to increase its Customer Charge; and, (2) accounts receivable costs.

On April 2, 2007, the Commission issued an Order in which it granted IGS’ motion to intervene, but in so doing limited the scope of IGS’ intervention. The Commission held,

IGS has pointed to two areas that it alleges will adversely affect customers participating in the Choice Program [the Customer Charge and accounts receivable costs]. **In granting full intervenor status to IGS we will limit the participation of IGS to those areas it has identified in its request, in that the proposed rate adjustment may be unequally allocated between Choice Program customers and those not participating in the Choice Program.**

Order, April 2, 2007 at 2-3 (emphasis added). Thus, the Commission has ruled that IGS’ participation in this proceeding is limited to addressing cost allocation issues between Choice Program customers and other customers, specifically related to Columbia’s proposed Customer Charge and to accounts receivable costs.

Despite the Commission’s clear directive that IGS should limit the scope of its testimony in this proceeding to the specific matters set forth in its motion to intervene, the testimony of IGS witness White goes far beyond the scope of intervention that the Commission granted IGS. Much of the IGS testimony deals with the future of Columbia’s Choice Program, and is thus beyond the scope of permissible IGS testimony in this proceeding.

In an Application filed by Columbia on November 30, 2004, in Case No. 2004-00462, Columbia requested authority to continue its Choice Program through March 30, 2009. As part of that Application Columbia stated that no later than March 31, 2007, it would notify the Commission and parties to the case of its intentions with regard to possible continuation of the Choice

pilot program beyond March 31, 2009. On March 30, 2007 – several days before the Commission issued its Order with respect to IGS’ motion to intervene – Columbia filed a letter in that docket in which it stated:

Columbia is reviewing its experience and the experience of its customers under the new program. However, Columbia has not yet reached a determination of its intentions regarding possible continuation of the pilot program beyond March 31, 2009. Further, the outcome of the pending rate case may impact the decision-making process and Columbia expects that it may be year-end before it can come to its conclusion. Columbia will notify the Commission and parties to this case at that time.

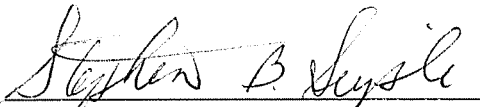
Instead of limiting its testimony to those issues which the Commission authorized IGS to address, the testimony of IGS witness White is full of instances in which he attempts to interject into the rate case a demand that Columbia’s Choice Program be continued. This rate case is not the proper proceeding in which to address the future of the Choice Program, and by attempting to raise this issue IGS witness White has offered testimony beyond that permitted by the Commission in granting IGS’ motion to intervene. Not only does IGS through its testimony seek to make the Choice Program permanent, but it suggests that any rate increase otherwise justified by Columbia be held hostage to IGS’ demand for a permanent Choice Program. Direct Testimony of Scott White at 10. Choice Program issues are better dealt with in Case No. 2004-00462 and the Commission should not countenance IGS’ attempt to impermissibly expand the scope of this rate case proceeding. Striking the referenced portions of IGS witness White’s testimony will appropriately prohibit an extraneous issue from being introduced into the rate case, and will thus allow the case to proceed in a more efficient and expeditious manner.

WHEREFORE, Columbia hereby respectfully requests that the Commission strike the portions of IGS witness White's testimony that address continuation of Columbia's Choice Program. Specifically, Columbia respectfully requests that the Commission strike the following portions of Mr. White's testimony:

Page 2, the last 12 words of line 14 and the first 3 words on line 15;
Page 2, last 3 words of line 23 through page 3, line 14;
Page 4, last 4 words of line 7 through the first 4 words of line 10;
Page 4, lines 15 – 22 through page 5, line 22;
Page 6, lines 4 -21;
Page 7, lines 32 – 37 through page 9 line 10;
Page 9, lines 21- 23 through page 12, line 2.

Dated at Columbus, Ohio, this 21st day of June 2007.

Respectfully submitted,
COLUMBIA GAS OF KENTUCKY, INC.

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CERTIFICATE OF SERVICE

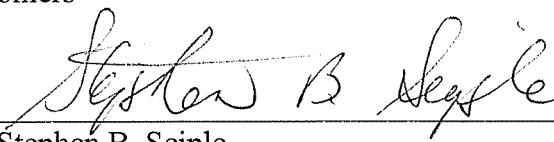
I hereby certify that a copy of the foregoing Motion to Strike of Columbia Gas of Kentucky, Inc. was served via either personal hand delivery, First Class U.S. Mail postage prepaid or overnight mail on the following parties, all on this ^{22nd}~~21st~~ day of June 2007.

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