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RECEIVED

MAY 08 2007

PUBLIC SERVICE
COMMISSION

May 8, 2007

Ms. Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602-0615

RE: *Case No. 2007-00008 (Application of Columbia Gas of Kentucky, Inc.)*

Dear Ms. O'Donnell:

Please find enclosed herewith for filing an original and 10 copies of Interstate Gas Inc.'s Request for Information in the above-referenced matter. Please contact me should you have any questions or concerns.

Regards,



Matthew Malone

Enclosures

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

In the matter of: : Case No. 2007-00008
: :
Application Of Columbia Gas of Kentucky, Inc. :
For An Adjustment of Gas Rates : :

MAY 08 2007
PUBLIC SERVICE
COMMISSION

INTERSTATE GAS SUPPLY, INC.'S REQUEST FOR INFORMATION

Comes now the intervenor, Interstate Gas Supply, Inc. ("IGS"), and hereby propounds the following requests for information upon Columbia Gas of Kentucky, Inc. ("Columbia") to be answered by those officers, employees or agents of Columbia as may be cognizant of the requested information and who are authorized to answer on behalf of Columbia. These requests are propounded on a continuing basis so as to require you to submit supplemental answers and/or documents should additional information become known that would have been includable in your answers and document production had they been known or available, or should information and/or documents supplied in the answers or production prove to be incorrect or incomplete.

Additional Instructions

- A. Each request for information shall be accorded a separate answer on a separate piece of paper, and each subpart thereof shall be accorded a separate answer. Each request or subpart thereof shall be specifically admitted or denied, and information inquiries or subparts thereof should not be combined for the purpose of supplying a common answer.
- B. Restate the information inquiry immediately preceding each response.
- C. Identify the name, title, and business address of each person(s) providing each response and provide the data on which the response was created.

D. In answering these requests, utilize all information and documents that are available to you, including information in the possession of any of your agents, employees or attorneys, or otherwise subject to your custody or control.

E. If you object to any part of a request, answer all parts of such requests to which you do not object, and as to each part to which you do object, separately set forth the specific basis for the objection.

F. If you claim any form of privilege or other protection from disclosure as a ground for withholding information responsive to a request, please explain your claim with sufficient specificity to permit IGS to make a full determination as to whether your claim is valid.

G. In each instance, the request shall be construed so as to require the most inclusive answer or production.

H. Please attach written material to any answer for which written material is requested and/or available. If such written material is not available, state where it may be obtained. Please label the written material with the number of the request to which it pertains.

I. Please provide written responses, together with any and all exhibits pertaining thereto, in one or more bound volumes, separately indexed and tabbed by each response.

Definitions

As used in these Requests for Information, the following terms have the meaning as set forth below:

1. "You" or "your" means Columbia Gas of Kentucky, Inc. or the witness, as the context requires.

2. "List", "describe", "explain", "specify" or "state" shall mean to set forth fully, in detail, and unambiguously each and every fact of which Columbia Gas of Kentucky, Inc. or its

officers, employees, agents or representatives, have knowledge which is relevant to the answer called for by the request.

3. The terms "document" or "documents" as used herein shall have the same meaning and scope as in Rule 34 of the Kentucky Rules of Civil Procedure and shall include, without limitation, any writings and documentary material of any kind whatsoever, both originals and copies (regardless of origin and whether or not including additional writing thereon or attached thereto), and any and all drafts, preliminary versions, alterations, modifications, revisions, changes and written comments of and concerning such material, including but not limited to: correspondence, letters, memoranda, notes, reports, directions, studies, investigations, questionnaires and surveys, inspections, permits, citizen complaints, papers, files, books, manuals, instructions, records, pamphlets, forms, contracts, contract amendments or supplements, contract offers, tenders, acceptances, counteroffers or negotiating agreements, notices, confirmations, telegrams, communications sent or received, print-outs, diary entries, calendars, tables, compilations, tabulations, charts, graphs, maps, recommendations, ledgers, accounts, worksheets, photographs, tape recordings, movie pictures, videotapes, transcripts, logs, work papers, minutes, summaries, notations and records of any sort (printed, recorded or otherwise) of any oral communication whether sent or received or neither, and other written records or recordings, in whatever form, stored or contained in or on whatever medium including computerized or digital memory or magnetic media that:

(a) are now or were formerly in your possession, custody or control; or

(b) are known or believed to be responsive to these requests, regardless of who has or formerly had custody, possession or control.

4. The terms "identify" and "identity" when used with respect to an entity mean to state its full name and the address of its principal place of business.

5. The term to "state the basis" for an allegation, contention, conclusion, position or answer means (a) to identify and specify the sources therefore, and (b) to identify and specify all facts on which you rely or intend to rely in support of the allegation, contention, conclusion, position or answer, and (c) to set forth and explain the nature and application to the relevant facts of all pertinent legal theories upon which you rely for your knowledge, information and/or belief that there are good grounds to support such allegation, contention, conclusion, position or answer.

6. The terms "and" and "or" have both conjunctive and disjunctive meanings as necessary to bring within the scope of the request any information or documents that might otherwise be construed to be outside their scope; "all" and "any" mean both "each" and "every."

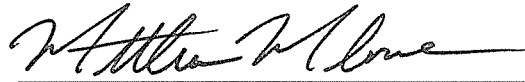
7. The terms "relates to" or "relating to" mean referring to, concerning, responding to, containing, regarding, discussing, describing, reflecting, analyzing, constituting, disclosing, embodying, defining, stating, explaining, summarizing, or in any way pertaining to.

8. The term "including" means "including, but not limited to."

9. The term "warranty company" means any company, individual, entity or other organization that engages in the business of providing or arranging for services on utility lines, including but not limited to gas, electric, water or sewer in a consumers home, apartment or other place of abode.

Respectfully submitted,

HURT, CROSBIE & MAY PLLC



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Dublin, Ohio 43017

CERTIFICATE OF SERVICE AND FILING

Counsel hereby certifies that an original and ten copies of IGS' Requests for Information were served and filed by hand-delivery to Beth O'Donnell, Executive Director, Public Service Commission, 211 Sower Boulevard, Frankfort, Kentucky 40601; furthermore, it was served by mailing a true and correct copy of the same, first class postage prepaid, to:

Hon. Mark Kempic
Columbia Gas of Kentucky, Inc.
Assistant General Counsel
501 Technology Drive
Canonsburg, PA 15417

Hon. Stephen B. Seiple
Attorney at Law
Columbia Gas of Kentucky, Inc.
200 Civic Center Drive
P.O. Box 117
Columbus, Ohio 43216-0117

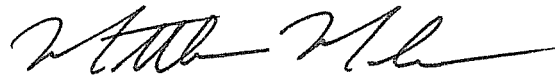
Hon. Richard S. Taylor
225 Capital Avenue
Frankfort, Kentucky 40601

Hon. Dennis G. Howard, II
Hon. Lawrence W. Cook
Assistant Attorney General
Office of the Attorney General
Utility and Rate Intervention Division
1024 Capital Center Drive, Suite 200
Frankfort, Kentucky 40601-8204

Hon. David J. Barberie
Hon. Leslye M. Bowman
Lexington-Fayette Urban
County Government
Department of Law
200 East Main Street
Lexington, Kentucky 40507

Hon. David F. Boehm
Boehm, Kurtz & Lowry
36 E. Seventh Street, Suite 1510
Cincinnati, Ohio 45202

All on this 8th day of May, 2007.



ATTORNEY FOR INTERSTATE GAS SUPPLY, INC.

**IGS' Data Requests to
Columbia Gas of Kentucky
Case No. 2007-00008**

IGS' REQUESTS TO COLUMBIA GAS COMPANY

I. BAD DEBT

1. Refer to sheet Schedule H-1 for Witness K.L. Humrichouse. With regard to the row entitled "uncollectible account expenses", and the percentage 1.163918%, please identify:
 - (a) Does the 0.01163918 represent bad debt?
 - (b) The recovery of bad debt is part of your anticipated base rate revenue short fall, so the base rate increase will reflect recovery of bad debt of this anticipated shortfall?
2. In response to the Attorney General's Question No. 145(a) of its data requests, Columbia indicates that, "[t]he rationale for paying the marketers 97.5% of the marketers' billings is that it both reimburses Columbia for performing all of the credit and collections activity for the marketer's accounts and it encourage Columbia to promote the Choice program. Adoption and operation of Choice programs requires gas utilities to incur additional administrative burdens and costs (e.g. increase customer service, information technology, energy supply responsibilities, etc.) which would not be otherwise incurred without appropriate incentives..." With regard to this statement, please provide the following information:
 - (a) What are the different credit and collection activities that are performed for Choice receivables that are distinct from those performed for non-Choice customers.
 - (b) Please identify specific financial examples of the "additional administrative costs" referenced in your response.

II. Working Capital for Gas in Storage

3. Please refer to the Historic Test Period Filing Requirements. Columbia submitted Schedule B-5 for Witness K.L. Humrichouse.
 - (a) Does line 4 of Schedule B-5 represent the investment made to purchase gas for storage injections?

III. Off-system Sales/Capacity Release

4. How much revenue has Columbia received from off-system sales transactions since November 2005?
5. How much revenue has Columbia received from capacity release transactions since November 2005?

6. Of the amounts detailed in response to questions (4) and (5), how much of this revenue has Columbia retained?
7. Of the amounts detailed in response to questions (4) and (5), how much has Columbia shared with sales customers?
8. Of the amounts detailed in response to questions (4) and (5), how much has Columbia shared with Choice customers?

IV. BILLING CHARGES

9. Does Columbia permit non-natural gas Marketers (as defined in its tariff) to include charges on the billing statement to the customer?
10. If the answer to question (9) is in the affirmative, please list all other companies that are provided access to the bill and the nature of the items being included on the bill.
11. Are any of the companies listed in response to question (10) providing warranty services or otherwise considered a warranty company?
12. Are any of the companies identified in question (10) in anyway related to Columbia, Nisource or any other Columbia related company? If the answer is in the affirmative, please provide an explanation of the relationship or affiliation. If the answer is negative, has there ever been such a relationship or affiliation and if so, please provide an explanation of the relationship or affiliation and the date(s) such relationship or affiliation ended.
13. If the answer to question (9) is in the affirmative, please provide the total amount of revenue received by Columbia for providing this service. Does this revenue include a service charge or billing charge for permitting the inclusion of the charges on the customer bill? If so, what is the charge and what is the frequency of the charge?
14. Detail the total cost(s) incurred by Columbia to make any and all changes needed to provide the services described in the preceding questions (9) through (13). Provide the aggregate cost to date, as well as a detailed breakdown of each component that results in the total to date costs.
15. What is Columbia's relationship with Columbia Service Partners (or derivation of that name)?
16. Has Columbia identified a financial cost associated with providing billing services for Marketers? If so, what is the financial cost to date?

17. Does Columbia experience incremental costs for providing billing services to Marketers? Do any of the companies identified in response to questions (9) or (10)? If so, what are the incremental costs for each group?
18. With regard to the Marketer Charge related to First Revised Sheet No. 34 of the tariff, please identify:
 - (a) How much has Columbia collected to date for the Marketer Charge as detailed in Columbia's tariff, First Revised Sheet No. 34, under the heading "Marketer Charge"?
 - (b) What is the purpose of the Marketer Charge?
 - (c) Is the Marketer Charge cost based? How was the Marketer Charge calculated? Please provide any working documents related to the calculation of the Marketer Charge.
19. In response to the Attorney General's Question No. 145(b) of its data requests, Columbia indicates that, "[t]he \$0.20 per account billing charge enables Columbia to recover some of the additional costs incurred by Columbia for billing marketers..." With regard to this statement, please identify the following information:
 - (a) What are the "additional costs" referenced in your response to No. 145(b).
 - (b) Does Columbia bill Columbia Service Partners and/or Columbia Retail Services for these additional costs as well?
20. How many dollars were spent on educational efforts related to the Choice program to date? Please detail how those dollars were spent.

V. Continuation of Choice Program

21. A letter dated March 30, 2007 indicates that the pendency of the rate case may impact the decision-making process related to continuation of the Choice program post March 31, 2009. Please provide any and all detail regarding how the pending rate case would impact the decision regarding continuation of the program, as well as any and all documentation that has been used to date in evaluating the continuation of the Choice program post March 31, 2009.