Columbia Gas of Kentucky
A NiSource Company
2001 Mercer Road
Lexington, KY 40611

FAX TO KENTUCKY PUBLIC SERVICE COMMISSION
(502) 564-3460

FROM Judy Cooper
Columbia Gas of Kentucky
859-288-0242

Please see attached document for filing in Case No. 2008-00195. Original and copies will be delivered tomorrow morning. Thank you.

Columbia Gas of Kentucky
A NiSource Company
2001 Mercer Road
Lexington, KY 40511

September 18, 2008

Ms. Stephanie Stumbo
Executive Director
Kentucky Public Service Commission
P. O. Box 615
Frankfort, KY 40602

RE: PSC Case No. 2008-00195

Dear Ms. Stumbo:

Enclosed for filing with the Commission are the original and six copies of Columbia Gas of Kentucky's Response to the Data Request submitted by the Staff of the Public Service Commission in Case No. 2008-00195. A Certificate of Service is included. Please call me at (614) 460-4680 should you have any questions about this matter.

Sincerely,

Daniel A. Creekmur (gpc)

Daniel A. Creekmur
Attorney

Enclosure

cc: Richard S. Taylor

Public Service Commission Second Data Request
Question No. 1
Columbia Gas of Kentucky Respondents: Heather Bauer and Judy Cooper

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY
PSC CASE NO. 2008-00195
INFORMATION REQUESTED BY THE PUBLIC SERVICE COMMISSION
ORDER DATED SEPTEMBER 8, 2008

Question No. 1

Refer to Columbia's response to the questions posed in the August 8, 2008 memorandum on the August 6, 2008 telephonic informal conference in this case. The response to Item 5 indicates that MxEnergy, Inc. ("MxE") is participating in Columbia's Customer Choice Program ("Choice Program") as a marketer along with Interstate Gas Supply, Inc. ("IGS"). It is generally understood that IGS serves a substantial majority of the 29,000-plus customers enrolled in the Choice Program. Of the 48 instances of complaints identified in the response to Item 4, how many involved MxE and how many involved IGS?

Response of Columbia Gas of Kentucky:

The number of complaints involving IGS was 28.

The number of complaints involving MxE was 20.

Public Service Commission Second Data Request
Question No 2
Columbia Gas of Kentucky Respondents: Heather Bauer and Judy Cooper

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY
PSC CASE NO. 2008-00195
INFORMATION REQUESTED BY THE PUBLIC SERVICE COMMISSION
ORDER DATED SEPTEMBER 8, 2008

Question No. 2

Refer to the 2006 complaints identified in Item 4 of Columbia's response to the questions posed in the August 8, 2008 memorandum.

a. "Unauthorized Enrollment" is noted as having occurred 14 times. How and in what period of time were these complaints resolved by Columbia and/or the marketer in question? Identify the marketer in each instance.

b. "Rate Question" is noted as having occurred 6 times. How and in what period of time were these complaints resolved by Columbia and/or the marketer in question? Identify the marketer in each instance.

c. "Unsatisfactory Resolution" is noted as occurring 9 times. Explain whether this heading means there was no resolution. If there was resolution of any of these complaints, how and in what time period were they resolved by Columbia and/or the marketer in question? Identify the marketer in each instance.

Response of Columbia Gas of Kentucky:

a. Unauthorized Enrollment (14)

- Customers state they were enrolled without their authorization and did not sign a contract
  - IGS (4)
  - 4/24/06 - Complaint was received by Columbia and forwarded to IGS asking them to contact the customer.
    4/25/06 - IGS responded they would have a Rep call the customer back and address his concerns.
    6/9/06 - Columbia contacted IGS again asking if anyone had spoken with the customer to address their concerns.
    6/16/06 - IGS responded they had tried to contact the customer but were unable to reach anyone. They submitted the account for cancellation. IGS indicated they had received a written enrollment card in 2001 for this customer with the customer's

account number listed. IGS stated they would credit the customer what was needed if the customer could call them.
6/21/06 - Columbia's Call Center was asked to contact the customer to have them call IGS for the refund. Account was removed from IGS on 8/2006.

- 8/1/06 - Columbia received a second complaint from the customer listed on the 4/24/06 complaint. Customer wanted clarification on what he should be asking IGS for concerning the refund. Columbia's Call Center rep was asked to call the customer and explain that they needed to determine how much of a refund they are owed and contact IGS to request the refund. Customer was satisfied. Complaint was not forwarded to IGS.
- 12/11/06 - Complaint was received by Columbia and forwarded to IGS asking them to contact the customer.
  12/21/06 - IGS responded asking Columbia if we could see a delete request they had submitted on 12/4/06.
  1/3/07 - Columbia responded to IGS that the customer had been removed effective for 1/2007.
- 3/30/06-Complaint received by Columbia. Columbia contacted IGS who agreed to cancel the contract and call the customer. Resolve date 4/06/06.
- MXenergy (2)
  - 1/31/06 - Complaint was received by Columbia and forwarded to MX asking them to check the customer's contract and cancel them from Choice.
    2/2/06 - MX responded that the customer is on a variable rate plan. When they called to discuss their bill, MX offered them the opportunity to enroll on a fixed rate plan but the customer refused. The customer had been with MX since 2001 but requested cancellation on 1/27/06. MX advised the customer to allow 1-2 billing cycles for the cancellation. Account was removed effective 5/2006.
  - 6/6/06 - Complaint was received by Columbia and was not routed to the marketer. Both accounts listed in the complaint had already been submitted for cancellation by the marketer, one effective for 4/2006 and the other effective for 5/2006. No further action was necessary.

- Customers contacted Marketers to cancel/stop enrollment but were enrolled anyway.
  - IGS (5)
  - 3/6/06 - Complaint was received by Columbia and was forwarded to IGS asking them to contact the customer.
    3/15/06 - IGS responded they had advised customer on how to cancel. They tried to play the enrollment call for the customer but the customer did not want to hear the call. IGS stated the customer needed to cancel in writing and pay early termination fee. Customer never cancelled with IGS
  - 3/14/06 - Complaint received by Columbia. By the time Columbia had received the complaint, IGS had already submitted them for cancellation. Account was removed from IGS effective for 4/2006.
  - 4/3/06 - Complaint was received by Columbia. In researching the account in our system, the customer had contacted our Call Center and stated they had requested on 2/22/06 that IGS cancel their enrollment. Due to the enrollment cycle, the deadline had passed for the marketers to be able to submit activity to be effective for March.

The earliest the customer could be removed was April 2006. IGS submitted the cancellation and it was effective for 4/2006.
6/9/06 - Complaint was re-opened after the customer contacted Columbia concerning a refund for March. Columbia forwarded complaint to IGS asking them to contact the customer.
6/16/06 - IGS responded they had enrolled the customer on 1/16/06 and the customer did not call to cancel until 2/22/06 which was after the February deadline. Nothing IGS could do to stop the billing.

- 6/28/06 - Complaint was received by Columbia and was forwarded to IGS asking them to contact the customer concerning possible cancellation. Columbia also asked IGS if the customer had contacted them in April about cancelling with them as was stated in the complaint.
  6/30/06 - IGS responded they has spoken to the customer on 6/27/06 and the customer advised they wanted to stay with IGS on a new program they had to offer.
  7/10/06 - Columbia verified that a rate change had been posted for the 8/2006 billing cycle.
- 10/16/06 - Complaint was received by Columbia and was forwarded to IGS asking them to contact the customer.
  10/18/06 - IGS responded that they had taken care of cancelling the account. They also stated the customer had been enrolled with IGS since 2001. Account was cancelled with IGS effective for 12/2006.

- MXenergy (3)
  - 4/14/06 - Complaint was received by Columbia but was not forwarded to MX. MX had already submitted the account to be removed effective for 5/2006.
  - 6/6/06 - Complaint was received by Columbia and forwarded to MX asking them to check that the customer was enrolled appropriately. MX was also asked to provide the date the customer contacted them to be removed.
    6/12/06 - MX responded that upon investigation this account was enrolled with them on a fixed plan of $14.65 per mcf for 36 months on 1/26/06. Per the customer's request a cancellation was processed on 2/3/06. MX stated they listened to the enrollment recording and the customer agreed to the enrollment. MX stated that since the customer was within the rescission period there would be no cancellation fee. The account was removed effective for 4/2006.
  - 6/6/06 - Complaint was received by Columbia and forwarded to MX asking them to verify if the customer had contacted MX in March for removal. At the time, there was a pending removal that was submitted on 5/23/06 to be effective for 7/2006. Columbia asked if the customer's account should be adjusted to reflect Columbia's tariff rate due to the delay in submitting the removal.
    6/7/06 - MX responded they had researched the customer account and it had not been submitted for cancellation until 5/23/06. They agreed to re-rate the customer's account from May's billing cycle forward and waive the $50.00 cancellation fee. MX spoke with the customer, advised them the cancellation could take 1-2 billing cycles, the cancellation fee was waived and that an adjustment would be done on their account. Account was removed effective 7/2006.

b. Rate Question (6)

- Customer did not receive notification of a rate change. Requested that Marketer ensure that notification is sent to customers.
- IGS (1)
  - 11/28/06 - Complaint was received by Columbia and forwarded to IGS as information only. Columbia asked that IGS ensure they notify customers when rate is due to be changed.
- Customers were disputing the Marketer rates being charged. They indicated a different rate was either quoted to them or they had a contract with a different rate.
- IGS (1)
  - 3/24/06 - Complaint was received by Columbia and forwarded to IGS. IGS had already submitted the account for cancellation to be effective for April 2006. Columbia asked if the customer was going to be charged the cancellation fee.
    3/30/06 - IGS responded that the customer had never been enrolled with IGS at a 10% savings They indicated the customer had enrolled with IGS on a fixed rate contract and that the customer had contacted them multiple times to talk about the contract.
    4/17/06 - Columbia sent another response asking if the customer was going to be charged the $25.00 cancellation fee.
    4/18/06 - IGS responded the customer would not be charged the fee.
- MXenergy (1)
  - 2/6/06 - Complaint was received by Columbia and forwarded to MX asking them to verify the information that was told to the customer.
    2/20/06 - MX responded stating MX charged the customer a rate higher than stated in the contract; however, the customer had been offered a re-rate for the two months billed at the higher rate. A copy of the customer's bills had been received and the re-rate request submitted.
    6/6/06 - Columbia contacted MX and they were crediting the customer with the overpayment amount.

- Customer cancelled contract and was told it would take one to two billing cycles to process and she would be responsible for the higher rate until that time. IGS (1)
  - 4/18/06-Complaint was received by Columbia and forwarded to IGS. IGS confirmed that cancellation request had been processed and should be transmitted in the current month file.Resolve date 4/18/06.

- Customers were disputing the Marketer rates being charged. They indicated a different rate was either quoted to them or they had a contract with a different rate. MXenergy (1)
  - 2/20/06-Complaint was received by Columbia and forwarded to MX Energy. MX responded by correcting the rate from $15.99 to $15.59 for the January and February bills. MX issued a $50 refund due to error made with the rate change. MX contacted customer and advised.Resolve date 2/22/06.

- Customer was questioning the return from Choice Rate. MXenergy (1)
  - 2/13/06-Complaint received by Columbia. Columbia representative contacted customer and explained the return from Choice Rate and the Actual Gas Cost Adjustment. Resolve date 2/13/06.

c. Unsatisfactory Resolution (9)

All customer issues with description of Unsatisfactory Resolution were resolved. Unsatisfactory Resolution is a descriptor used to identify accounts where the customer had originally contacted the Marketer but they were unable to get a resolution to their concerns.

- Customer contacted Marketer concerning rate they were supposed to have locked in but didn't Customer was enrolled on variable rate. Marketer advised customer to contact Columbia. Customer wanted rate locked in or they would cancel.
- MXenergy (1)
  - 1/31/06 - Complaint was received by Columbia and forwarded to MX asking them to check the customer's records because it appeared they were on a flexible rate.
    2/2/06 - MX responded the account was under review.
    2/10/06 - MX responded that the customer was being converted to a fixed rate but it may take two billing cycles to be effective. They were going to issue the customer a re-rate for the overage. The billing manager for MX was to contact the customer to give them this information.
- Customer mailed enrollment to Marketer, then called to cancel and found they were already enrolled. Customer wanted to be removed from Marketer's rate and a credit applied to their account.
- IGS (1)
  - 3/24/06 - Complaint was received by Columbia and forwarded to IGS asking them if the customer was going to receive the credit they were requesting. IGS had already submitted the account for cancellation to be effective for 4/2006.
    3/30/06 - IGS responded that the customer was not due a credit. They indicated the customer had mailed in the enrollment card and that they needed to allow IGS time to cancel.
- Customers contacted Marketers to cancel enrollment. They were advised a cancellation would be sent but were still enrolled.
- IGS (4)
  - 4/17/06 - Complaint was received by Columbia and forwarded to IGS asking them to contact the customer concerning cancellation.
    4/18/06 - IGS responded they had sent in a cancellation for this account. The account was cancelled effective 5/2006.
  - 4/17/06 - Complaint was received by Columbia but was not forwarded to IGS. IGS had already submitted the account for cancellation effective for 5/2006. No further action was necessary.

- 6/9/06 - Complaint was received by Columbia and forwarded to IGS requesting they contact the customer about a possible cancellation.
  6/16/06 - IGS responded that the customer stated the complaint was old. IGS spoke with the customer on 5/24/06 and they wanted to remain with IGS.
- 10/13/06 - Complaint was received by Columbia and forwarded to IGS requesting they contact the customer about a possible cancellation.
  10/16/06 - IGS responded that they had not received a letter from the customer, which the customer had stated they had sent. IGS advised the customer to send the letter to them. They indicated they had started the cancellation process. The account was removed effective for 12/2006.

- Customer contacted Marketer concerning rate change that was done prior to expiration of their contract. They wanted reimbursement for the difference between the two rates. IGS (1)
  - 4/17/06 - Complaint was received by Columbia and forwarded to IGS requesting they contact the customer concerning a rate change and reimbursement.
    4/18/06 - IGS responded that they had spoken with the customer and taken care of the rate change. IGS indicated the customer would receive an adjustment check from them within the next few weeks.

- Customer contacted Marketer to cancel enrollment and was advised could be one to two billing period. Customer wanted billing changed sooner. MxE (1)
  - 2/10/06-Complaint was received by Columbia. Columbia's records indicated cancellation notification received 1/31/06. Columbia contacted MX Energy to confirm and Columbia representative called customer to advise process completed. Resolve date 2/15/06.

- Customer agreed to sign up with IGS over the phone but never received anything in the mail to confirm. Now customer wants to go back with Columbia but IGS says there is a $150 cancellation fee. Customer disputes fee. IGS (1)
  - 2/27/06-Columbia received complaint and contacted IGS. IGS agreed to waive the cancellation fee. Columbia representative contacted customer and advised fee was waived. Resolve date 3/01/06.

Public Service Commission Second Data Request
Question No. 3
Columbia Gas of Kentucky Respondents: Heather Bauer and Judy Cooper

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY
PSC CASE NO. 2008-00195
INFORMATION REQUESTED BY THE PUBLIC SERVICE COMMISSION
ORDER DATED SEPTEMBER 8, 2008

Question No. 3

Refer to the 2007 complaints identified in Item 4 of Columbia's response to the questions posed in the August 8, 2008 memorandum.

a. One item under "Rate Question" concerns a customer wishing to have both the customer's and customer's father's accounts cancelled. The response indicates that the cancellations occurred a "couple of month" apart based on when each customer's contract was scheduled to expire. Explain whether this means that, for at least one marketer, customers are unable to revert to being Columbia sales customers prior to the scheduled termination dates of their contracts with the marketer. If yes, is this condition clearly set in the marketer/customer contract? If yes, provide a sample of the contract(s) which include this condition. If no, explain how a marketer has the authority to refuse to cancel a customer's account until the scheduled termination of the customer's contract.

b. "Unsatisfactory Resolution" is noted as occurring 4 times. Explain whether this heading means there was no resolution. If there was resolution of any of these complaints, how and in what time period were they resolved by Columbia and/or the marketer in question? Identify the marketer in each instance.

c. "Other Concerns" indicates that a marketer representative told a customer that the customer's contract would not be cancelled without assessing a fee. Was there a resolution of this complaint? Identify which marketers' contracts with customers contain a provision under which a customer's contract may be cancelled but only by payment of a "cancellation" fee. If this is the case, explain whether the fee pertains to instances where the cancellation occurs at a time other than when the contract is scheduled to terminate (the situation referenced in part a. of this request).

Response of Columbia Gas of Kentucky:

a. Customer had requested their account and their father's account to be cancelled with Marketer at the same time. The customer's account was cancelled but the parent's account did not get removed for another couple of months. Marketer advised customer their contract expired in April but parent's did not expire until July. IGS -2

• 5/1/07 - Complaint was received by Columbia and forwarded to IGS requesting they contact the customer concerning cancellation request.

5/14/07 - IGS responded that they have been working with the customer. On 4/30/07, they advised them to mail bills to IGS for credit. At this time, IGS had not received the bills.

5/17/07 - Columbia responded asking if the cancellation had been submitted.

5/18/07 - IGS responded that the cancellation request was sent on 5/23/06.

5/22/07 - In the concern, the customer had stated that Columbia had different dates in our system and that IGS was to fax us information to get them corrected. When Columbia responded to IGS, we informed them the customer's account was cancelled effective for 4/2006. Columbia asked if the required information had been received and if not, to please contact the customer to request the needed information so the issue can be resolved. Columbia also responded that the parent's account had been cancelled effective for 7/2006. The customer contacted IGS on 5/22/06 and the drop was submitted on 5/23/06.

5/29/07 - IGS responded that customer is waiting on June bill before mailing to IGS.

In researching this concern, remarks in our customer information system indicated the customer was questioning why their rate was lower than their parents back in May and June 2006. The customer was advised by our Call Center Rep that the parent's anniversary date for returning to CKY was not until July where the customer's date had been April. The customer stated they had contacted IGS to have them both cancelled at the same time but they had a problem with getting the parent's account cancelled. According to our records dated 4/30/07, IGS had informed Columbia they had already refunded the difference for May and June 2006 due to not timely submitting cancellation (March 2006 to be effective April).

- 3/20/07 - Complaint was received by Columbia and was not forwarded to IGS. Customer had contacted Columbia to see if we had received their rate change which was to be effective in January. IGS had submitted the rate change to be effective 3/2007. Columbia's Call Center Rep contacted the customer and explained the rate was submitted and processed in a timely manner.

b. Unsatisfactory Resolution (4)

All customer issues with description of Unsatisfactory Resolution were resolved. Unsatisfactory Resolution is a descriptor used to identify accounts where the customer had originally contacted the Marketer but they were unable to get a resolution to their concerns.

•Customer called Marketer to cancel contract. Customer stated they never agreed to a contract and had no idea they were with a Marketer. They were advised someone would call them back but were never contacted.

•MXenergy (1)

•5/7/07 - Complaint was received by Columbia and forwarded to MX asking them to contact the customer regarding their contract.

6/8/07 - MX responded that their records indicated the customer enrolled for service with MX on 2/26/01. MX has appeared on the customer's billing statement since enrollment in 2001. Fulfillment in reference to service with MXenergy has been mailed to the customer. A Welcome Letter and three renewal letters have been generated on the account and were mailed to the customer. Due to the historical nature of the complaint MX is unable to provide TPV enrollment. On 4/28/07 a drop transaction was received by the utility. On 5/24/07 MX contacted the customer and advised them of this information.

6/8/07 - Columbia responded that our records did not show that MX had submitted a cancellation and that we would remove the account effective for 6/2007.

- Customer contacted Marketer several times to cancel. Customer asked to speak with supervisor and was told response would be the same and was not transferred. MXenergy (1)

• 7/16/07 - Complaint was received by Columbia and forwarded to MX asking them to contact the customer about cancellation.

7/20/07 - MX responded that they had contacted the customer in regards to their concerns. MX's records indicate that on 11/2006 the account was renewed, due to no response, at the rate of $14.65 per Mcf. The account was billed accordingly on this rate. The customer has switched marketers and MX would waive the $50.00 early termination fee as a courtesy. The customer was satisfied.

- Customer faxed Marketer letter requesting to be cancelled. Current billing rate is $13.00 per MCF Marketer says they did not receive the fax. Marketer says he will have to pay $150 cancellation fee. IGS-I

• 2/26/07-Columbia received complaint and contacted customer to discuss rate he was being charged by the marketer. Columbia contacted IGS and had a supervisor call the customer. Columbia asked IGS to waive the cancellation fee and IGS agreed. Resolve date 3/1/07.

- Customer agreed to go with marketer because it was misrepresented to him that the PSC mandated. Customer wants to return to Columbia. Marketer says there will be a $150 early termination fee.Customer says he did not sign a contract. MX-1

• 7/01/07-Columbia received complaint and contacted MX Energy representative concerning the cancellation fee. MX agreed to waive the fee. Columbia representative contacted the customer to advise. Resolve date 7/12/07.

c. Other Concern (1)

•Customer tried to contact the Marketer to cancel but the wait was to long. Customer states he doesn't have a contract with the Marketer but they refused to cancel without assessing a fee. IGS (1)

• 2/23/07 - Complaint was received by Columbia and forwarded to IGS stating the customer has been with IGS since 11/2005 but they say they don't have a contract. Columbia requested IGS contact the customer about possible cancellation without a fee.

3/2/07 - IGS responded that they were trying to reach the customer but were getting a busy signal.

3/6/07 - Columbia responded providing IGS with contact numbers that we had in our system.

3/14/07 - IGS responded they had spoken with the customer and have cancelled their contract and waived the fee. The account was removed effective for 4/2007.

The Commission has asked Columbia to identify which marketers contracts with customers contain a provision under which a customer's contract may be cancelled but only by payment of a "cancellation" fee. Columbia does not maintain copies of contracts between Choice marketers and their customers. However, sample contracts previously provided to Columbia have sometimes contained a cancellation or termination fee applicable when the contract is cancelled or terminated prior to its expiration date. The marketer in question in this concern was IGS and during the resolution process, they agreed to waive the cancellation fee.

Public Service Commission Second Data Request
Question No. 4
Columbia Gas of Kentucky Respondents: Judy Cooper and Herbert A. Miller, Jr.

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY
PSC CASE NO. 2008-00195
INFORMATION REQUESTED BY THE PUBLIC SERVICE COMMISSION
ORDER DATED SEPTEMBER 8, 2008

Question No. 4

The response to Item 7 indicates that Columbia is not actively soliciting participation in the Choice Program by new marketers. For how long has this been the case? Explain why Columbia is not actively soliciting new marketers to participate in the Choice Program

Response of Columbia Gas of Kentucky:

Columbia has not actively solicited new marketers for its Choice Program since customer enrollment began. The original collaborative that developed the Choice Program in 1999 included a marketer and from that time forward Columbia has received inquiries from potential marketers interested in the program. During the Commission authorized customer education period, prior to actual enrollments, Columbia invited marketers to attend an informational meeting about the program. The meeting, in July 2000, was attended by representatives from 12 potential marketers. Since that time, the program information and tariffs have become available on the world-wide web and Columbia has continued to respond to inquiries from potential marketers. The natural gas marketing industry has matured since the inception of the program and Columbia does not believe it is necessary to do any additional solicitation of marketers.

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY
PSC CASE NO. 2008-00195
INFORMATION REQUESTED BY THE PUBLIC SERVICE COMMISSION
ORDER DATED SEPTEMBER 8, 2008

Question No. 5

Refer to Item 4 of Columbia's response to the questions posed in the August 8, 2008 memorandum that states that as of the beginning of August 2008 there were 29,132 customers participating in the program. In Columbia's June 2005 Customer Choice Program Annual Report filed with the Commission on June 2, 2005, Columbia reported that enrollment in the program peaked in January 2002 at "52,639 customers or nearly 38% of eligible customers."

a. Explain why there has been a decline in participation.

b. State how many customers are currently eligible to participate in the program.

Response of Columbia Gas of Kentucky:

a. Each individual customer's reasons regarding participation are not available to Columbia. Each has his or her own view about the selection of a natural gas supplier or the changes in market prices for the gas commodity. The decline in overall participation may be due to many factors. Columbia has also experienced an overall loss of customers, particularly residential customers. The offers available from marketers have differed over the years in both pricing, terms and marketing. Columbia has observed that marketer offers that guarantee savings when compared to Columbia's price generally appear to have the greatest number of customer enrollments These types of offers have been available intermittently.

b. As of June 2008, 136,551 customers are eligible to participate.

Dated at Columbus, Ohio, this eighteenth day of September 2008.

Respectfully submitted,

COLUMBIA GAS OF KENTUCKY, INC.

By: Daniel A. Creekmur (gmc)
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Attorney

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Attorneys for
COLUMBIA GAS OF KENTUCKY, INC.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Response was served upon all parties of record by regular U.S. Mail this 18th day of May 2008.

Daniel L. Creekmur (grec)

Daniel L. Creekmur
Attorney for
COLUMBIA GAS OF KENTUCKY, INC.

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