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COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

PUBLIC SERVICE
COMMISSION

In the Matter of:

TARIFF FILING OF COLUMBIA GAS OF)
KENTUCKY, INC. TO EXTEND ITS SMALL) CASE NO. 2017-00115
VOLUME GAS TRANSPORTATION SERVICE)

ATTORNEY GENERAL'S INITIAL DATA REQUESTS

Comes now the intervenor, the Attorney General of the Commonwealth of Kentucky, by and through his Office of Rate Intervention, and submits these Initial Data Requests to Columbia Gas of Kentucky, Inc. [hereinafter "Columbia" or "Company"] to be answered by the date specified in the Commission's Order of Procedure, and in accord with the following:

- (1) In each case where a request seeks data provided in response to a staff request, reference to the appropriate request item will be deemed a satisfactory response.
- (2) Identify the witness who will be prepared to answer questions concerning each request.
- (3) Repeat the question to which each response is intended to refer. The Office of the Attorney General can provide counsel for Columbia with an electronic version of these questions, upon request.
- (4) These requests shall be deemed continuing so as to require further and supplemental responses if the company receives or generates additional information within the scope of these requests between the time of the response and the time of any hearing conducted hereon.

(5) Each response shall be answered under oath or, for representatives of a public or private corporation or a partnership or association, be accompanied by a signed certification of the preparer or person supervising the preparation of the response on behalf of the entity that the response is true and accurate to the best of that person's knowledge, information, and belief formed after a reasonable inquiry.

(6) If you believe any request appears confusing, request clarification directly from Counsel for the Office of Attorney General.

(7) To the extent that the specific document, workpaper or information as requested does not exist, but a similar document, workpaper or information does exist, provide the similar document, workpaper, or information.

(8) To the extent that any request may be answered by way of a computer printout, identify each variable contained in the printout which would not be self-evident to a person not familiar with the printout.

(9) If the company has objections to any request on the grounds that the requested information is proprietary in nature, or for any other reason, notify the Office of the Attorney General as soon as possible.

(10) As used herein, the words "document" or "documents" are to be construed broadly and shall mean the original of the same (and all non-identical copies or drafts thereof) and if the original is not available, the best copy available. These terms shall include all information recorded in any written, graphic or other tangible form and shall include, without limiting the generality of the foregoing, all reports; memoranda; books or notebooks; written or recorded statements, interviews, affidavits and depositions; all letters or correspondence; telegrams, cables and telex messages; contracts, leases, insurance

policies or other agreements; warnings and caution/hazard notices or labels; mechanical and electronic recordings and all information so stored, or transcripts of such recordings; calendars, appointment books, schedules, agendas and diary entries; notes or memoranda of conversations (telephonic or otherwise), meetings or conferences; legal pleadings and transcripts of legal proceedings; maps, models, charts, diagrams, graphs and other demonstrative materials; financial statements, annual reports, balance sheets and other accounting records; quotations or offers; bulletins, newsletters, pamphlets, brochures and all other similar publications; summaries or compilations of data; deeds, titles, or other instruments of ownership; blueprints and specifications; manuals, guidelines, regulations, procedures, policies and instructional materials of any type; photographs or pictures, film, microfilm and microfiche; videotapes; articles; announcements and notices of any type; surveys, studies, evaluations, tests and all research and development (R&D) materials; newspaper clippings and press releases; time cards, employee schedules or rosters, and other payroll records; cancelled checks, invoices, bills and receipts; and writings of any kind and all other tangible things upon which any handwriting, typing, printing, drawings, representations, graphic matter, magnetic or electrical impulses, or other forms of communication are recorded or produced, including audio and video recordings, computer stored information (whether or not in printout form), computer-readable media or other electronically maintained or transmitted information regardless of the media or format in which they are stored, and all other rough drafts, revised drafts (including all handwritten notes or other marks on the same) and copies of documents as hereinbefore defined by whatever means made.

(11) For any document withheld on the basis of privilege, state the following: date; author; addressee; indicated or blind copies; all persons to whom distributed, shown, or explained; and, the nature and legal basis for the privilege asserted.

(12) In the event any document called for has been destroyed or transferred beyond the control of the company, state: the identity of the person by whom it was destroyed or transferred, and the person authorizing the destruction or transfer; the time, place, and method of destruction or transfer; and, the reason(s) for its destruction or transfer. If destroyed or disposed of by operation of a retention policy, state the retention policy.

(13) Provide written responses, together with any and all exhibits pertaining thereto, in one or more bound volumes, separately indexed and tabbed by each response, in compliance with Kentucky Public Service Commission Regulations.

Respectfully submitted,

ANDY BESHEAR
ATTORNEY GENERAL



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Certificate of Service and Filing


Counsel certifies that an original and eight (8) photocopies of the foregoing were served and filed by hand delivery to Dr. Talina Mathews, Executive Director, Public Service Commission, 211 Sower Boulevard, Frankfort, Kentucky 40601; counsel further states that true and accurate copies of the foregoing were mailed via First Class U.S. Mail, postage pre-paid, to:

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This 27th day of March, 2017



Assistant Attorney General

Tariff Filing of Columbia Gas of Kentucky, Inc.
To Extend Its Small Volume Gas Transportation Service
Case No. 2017-00115
Attorney General's Initial Requests for Information

1. Refer to Page 3 of Herb Miller's direct testimony in Case No. 2016-00162, wherein he states Columbia serves approximately 135,000 customers in 30 counties.
 - a. How many of Columbia's customers are eligible to participate in Columbia's Small Volume Gas transportation Service tariff (hereinafter "Choice program")?
 - b. Of the customers who are eligible to participate in the Columbia Choice program, how many do participate?
 - c. Of the customers who participate, provide a breakout of which tariffs they would otherwise take service under had they not enrolled in the Choice program.

2. Provide sample bills of a fictional residential customer in the same form as presented to customers, from a given month in the past 12 months as if they were served under tariff General Service (GS) and if they were served under tariff SVGTS GSR. Assume the customer has been taking under their respective tariff for more than 1 (one) year.
 - a. Provide a narrative of any and all differences in costs, expenses or credits between the two sample bills.

3. Confirm there is an additional monthly cost added to the bills of customers electing to participate in the Columbia Choice program.
 - a. If there is an additional monthly cost to the bills of customers who participate in the Choice program, what is that cost?
 - i. Where is that cost located in the Company's tariffs?
 - b. If there is an additional monthly cost to the bills of customers who participate in the Choice program, explain how that cost is calculated on customers' bills.
 - c. If there is an additional monthly cost to the bills of customers who participate in the Choice program, how does the Company determine this amount is fair, just and reasonable?

4. Refer to the Company's Sixth Revised Sheet No. 33, as filed with the Commission, to answer the following:
 - a. How many Marketers are certified to participate under tariff Small Volume Aggregation Service?
 - i. Were any Marketers provided notification of this tariff filing?
 1. If so, what Marketers were provided notification and in what form was the notification provided?

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- b. Does the Company expect any new Marketers to participate in the Choice program should the Commission approve the 5 year extension of the program, until 2022?
 - c. How many of these Marketers provide service to customers who take service under other tariffs?
 - i. Provide the number of customers taking under each tariff for each Marketer who participates in the Choice Program and provides service to customers who take under other tariffs.
 - d. Provide the Company's policy or definition of "credit worthiness" and provide the process Marketers complete in order for the Company to find a Marketer has completed the requirement set forth in number three (3), under Marketer Certification.
 - e. How many city gates does Columbia have?
 - i. Are all city gates available for delivery from Marketers, at all times?
 1. If not, provide a narrative of when a city gate or city gates are not available for delivery from Marketers.
 2. If a city gate is not available for delivery from Marketers, and the Marketers are prepared to deliver, are Marketers penalized?
 - a. If the above scenario occurs and Marketers are penalized, would Columbia agree that customers would ultimately pay the penalty?
 - ii. Are there any other delivery points other than "city gates" Marketers are able to deliver to?
5. Provide the rationale for setting the cap for participation in the Choice program at 25,000 Mcf annually at any delivery point.
- a. Has this amount increased or decreased since the inception of the Choice program?
 - b. Based upon the language as provided in the Fifth Revised Sheet No. 30, as provided by the Company, is it accurate to say that a customer taking service under two meters whose annual requirements for each meter was 12,500 and 12,400 Mcf, respectively, could take service under tariff SVGTS?
6. Does Columbia conduct any marketing to customers related to the Columbia Choice program?
- a. If so, provide the cost per annum for doing so, and
 - b. Provide copies of all marketing material provided to customers by Columbia for the past 3 years.

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7. Does Columbia provide any education material to customers related to the Columbia Choice program?
 - a. If so, provide the cost per annum for doing so, and
 - b. Provide copies of all education material provided to customers by Columbia for the past 3 years.

8. Other than the annual reports provided to the Commission and the Study provided in Case No. 2012-00132 has the Company performed any other studies or reports regarding the Choice program at any time over the past 7 years?
 - a. If so, provide any and all studies or reports regarding the Choice program not previously provided by the Company, which they have performed at any time over the past 7 years.

9. Confirm Columbia is the supplier of last resort for all customers participating in the Choice program.
 - a. Provide the terms or conditions certifying Columbia as the supplier of last resort.
 - b. If Columbia is required to have on hand for consumption the amount of gas anticipated should the supply to be delivered by participating Marketers fail to be delivered, do Columbia customers pay more for having that gas available than they would have had the Choice program not existed? Explain your answer.

10. Has Columbia ever terminated a Marketer participating in its Choice program in Kentucky?
 - a. If so, provide the Marketer's name, the date of termination and the reason for terminating.

11. Does Columbia believe customers who participate in the Choice program pay more than they would had they not elected to participate in the Choice program and received service under the tariff ordinarily available to them? Explain your answer.

12. Are there any differences in costs or cost accounting stemming from Lost and Unaccounted for gas depending on whether a customer or group of customers in a specific geographic area is participating in the Choice Program?
 - a. If so, explain.

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13. Provide the number of customer complaints regarding the Choice program, by year and by topic, if available.
14. Provide Columbia's annual revenues and expenses per year stemming from the Choice program and tariffs.
15. Do Columbia's recent changes to tariff Sheet No. 89, tariff sheet 91 and tariff sheet 92 apply to or affect any Marketers who participate in the Choice program via tariff SVAS? If so, how? Explain your answer.
16. Does the Company retain copies of the agreement(s) Marketers enter into with their customers?
 - a. If customers don't enter into agreements with the Marketers, how are the relationships memorialized or enforced? Explain your answer.