

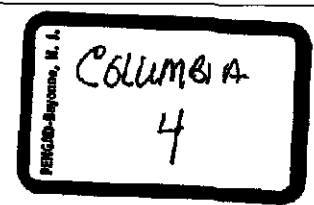
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Released From Confidential Status

Case Number: 07-478-GA-UNC

Date: 11/16/2007

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**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Columbia Gas)
of Ohio, Inc. for Approval of Tariffs to Recover)
Through an Automatic Adjustment Clause Costs)
Associated with the Establishment of an Infra-)
structure Replacement Program and for Approval)
of Certain Accounting Treatment)

Case No. 07-478-GA-UNC

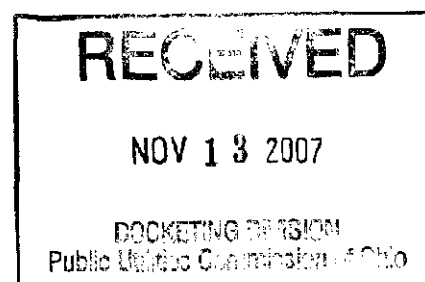
**UTILITY SERVICES PARTNERS, INC.'S RESPONSES TO
INTERROGATORIES AND REQUEST FOR PRODUCTION
OF COLUMBIA GAS OF OHIO, INC.
FIRST SET
OCTOBER 8, 2007**

Pursuant to the September 13 Entry and Rules 4901-1-16, 4901-1-19, and 4901-1-20, Ohio Administrative Code, Utility Service Partners, Inc. ("USP") responds to these interrogatories and requests for production of documents.

GENERAL OBJECTIONS

1. USP objects to these interrogatories and requests for production of documents to the extent that they are not reasonably calculated to lead to the discovery of admissible evidence and are not relevant to the subject matter of this proceeding.

2. USP objects to these interrogatories and requests for production of documents to the extent that they are unduly burdensome, expensive, oppressive, or excessively time consuming as written.



3. USP objects to these interrogatories and requests for production of documents to the extent they seek information which is already in the possession of Columbia Gas of Ohio, Inc. ("Columbia") or is already in the public record before the Commission, or elsewhere.

4. USP objects to these requests insofar as they seek access to confidential, competitively sensitive and/or proprietary information belonging to USP.

5. The objections and responses contained herein and documents produced in response hereto are not intended nor should be construed to waive USP's right to object to these requests in response hereto, or the subject matter of these requests, as to their competency, relevancy, materiality, privilege and admissibility as evidence for any purpose, in this or any other proceeding.

6. USP objects to these requests in that they seek to obtain "all" documents to the extent that such a request for production of documents is over broad and unduly burdensome and seeks information that is neither relevant nor material to the subject matter of this proceeding nor is reasonably calculated to lead to the discovery of admissible evidence.

7. USP objects to these requests that they seek to impose an obligation on USP to respond on behalf of subsidiaries, affiliates, or other persons that are not parties to this proceeding on the grounds that such requests are overly broad, unduly burdensome and oppressive.

8. USP objects to these requests to the extent that they are vague, ambiguous, overly broad, imprecise, or utilize terms that are subject to multiple interpretations but are not properly defined or explained for purposes of these requests.

9. The objections and responses contained herein are not intended nor should they be construed to waive USP's right to other discovery involving or relating to the subject matter of these requests, responses or documents produced in response hereto.

10. USP's agreement to respond to these requests should not be construed to mean that any documents or information responsive to the request exists.

INSTRUCTIONS FOR ANSWERING

(1) Representative. As used herein, the term "representative" means any and all agents, employees, servants, officers, directors, attorneys, or other persons acting or purporting to act on behalf of the person in question.

(2) Person. As used herein, the term "person" means any natural individual in any capacity whatsoever or any entity or organization, including divisions, departments, and other units therein, and shall include, but not be limited to, a public or private corporation, partnership, joint venture, voluntary or unincorporated association, organization, proprietorship, trust, estate, governmental agency, commission, bureau, or department.

(3) Document. As used herein, the term "document" means any medium upon which intelligence or information can be recorded or retrieved, and includes, without limitation, the original and each copy, regardless of origin and location, of any book, pamphlet, periodical, letter, memorandum (including any memorandum or report of a meeting or conversation), invoice, bill, order form, receipt, financial statement, accounting entry, diary, calendar, telex, telegram cable, report, record, contract, agreement, study, handwritten note, draft, working paper, chart, paper, print, laboratory record, drawing, sketch, graph, index, list, tape, photograph, microfilm, data sheet or data processing card, electronic mail, computer discs or tapes, or computer-produced interpretations thereof, or any other written, recorded, transcribed, punched, taped, filmed, or graphic matter, however produced or reproduced, which is in your possession, custody, or control or which was, but is no longer, in your possession, custody, or control.

(4) Communication. As used herein, the term "communication" means any oral or written utterance, notation, or statement of any nature whatsoever, by and to whomsoever made, including, but not limited to, correspondence, conversations, dialogues, discussions, interviews, consultations, agreement, and other understandings between or among two or more persons.

(5) Identification. As used herein, the terms "identification," "identify," or "identity," when used in reference to (a) a natural individual, require you to state his or her full name and residential and business address; (b) a corporation, require you to state its full corporate name and any names under which it does business, its state of incorporation, the address of its principal place of business, and the address of all of its offices in Ohio; (c) a business, require you to state the full name or style under which the business is conducted, its business address or addresses, the types of businesses in which it is engaged, the geographic areas in which it conducts those businesses, and the identity of the person or persons who own, operate, and control the business; (d) a document, require you to state the number of pages and the nature of the document (e.g., letter of memorandum). Its title, its date, the name or names of its authors and recipients, and its present location and custodian; (e) a communication, require you, if any part of the communication was written, to identify the document or documents which refer to or evidence the communication, and, to the extent that the communication was nonwritten, to identify the person participating in the communication and to state the date, manner, place, and substance of the communication.

(6) Identification of documents. With respect to each interrogatory, in addition to supplying the information requested, you are to identify all documents that support, refer to, or evidence the subject matter of each interrogatory and your answer thereto.

If any or all documents identified herein are no longer in your possession, custody, or control because of destruction, loss, or any other reason, then do the following with respect to each and every such document: (a) describe the nature of the document (e.g., letter of memorandum); (b) state the date of the document; (c) identify the persons who sent and received the original copy of the document; (d) state in as much detail as possible the contents of the document; and (e) state the manner and date of disposition of the document.

If you contend that you are entitled to withhold from production any or all documents identified herein on the basis of the attorney-client privilege, the work-product doctrine, or other ground, then do the following with respect to each and every document: (a) describe the nature of the document (e.g., letter of memorandum); (b) state the date of the document; (c) identify the persons who sent and received the original and a copy of the document; (d) state the subject matter of the document; and (e) state the basis upon which you contend you are entitled to withhold the document from production.

(7) **Contention Interrogatories.** When an interrogatory requires you to “state the basis of” a particular claim, contention, or allegation, state in your answer the identity of each and every communication and each and every legal theory that you think supports, refers to, or evidences such claim, contention, or allegation.

(8) **The Word “Or.”** As used herein, the word “or” appearing in an interrogatory should not be read so as to eliminate any part of the interrogatory, but, whenever applicable, it should have the same meaning as the word “and.” For example, an interrogatory stating “support or refer” should be read as “support and refer” if an answer that does both can be made.

(9) All information is to be divulged which is in your possession or control or within the possession and control of your attorneys, investigators, agents, employees, or other representatives of you or your attorney.

(10) Where an interrogatory calls for an answer in more than one part, each part should be separated in the answer so that the answer is clearly understandable.

(11) You are reminded that all answers must be made separately and fully, and that an incomplete or evasive answer is a failure to answer.

(12) You are under a continuing duty to seasonably to supplement your response with respect to any question directly addressed to the identity and location of persons having knowledge of discoverable matters, the identity of any person expected to be called as an expert witness at hearing, and the subject matter of which he is expected to testify, and to correct any response which you know or later learn is incorrect.

(13) "Risers" mean the vertical portion of the gas service line, a portion of which is exposed to the atmosphere which connects the distribution system to the customer's meter.

(14) "Gas service lines" mean the line that runs from the distribution system to the customer's meter.

(15) "IRP Plan" means the Infrastructure Replacement Program described in Columbia's April 25, 2007 Application in Case No. 07-478-GA-UNC.

(17) "USP consumer contract" means any and all contracts, warranties and agreements USP has in place with existing customers or consumers, including but not limited to services for the repair and/or replacement of broken, leaking or damaged service lines and risers.

INTERROGATORIES

(1) With respect to each and every expert whom you expect to call as an expert witness at hearing, do the following:

(a) Identify him or her;

(b) State the subject matter on which he or she is expected to testify;

(c) State the substance of the facts and opinions to which he or she is expected to testify; and

(d) Set forth a summary of the grounds for each and every opinion of the expert.

RESPONSE:

Philip E. Riley, Jr., President and CEO of Utility Service Partners, Inc., 480 Johnson Road, Suite 100, Washington, PA 15301. Mr. Riley will address the background of USP, the ongoing responsibilities of a warranty service provider, the nature of the warranty gas service business, and the absence of social benefits if Columbia's application were to be approved.

Carter T. Funk, 503 Turnberry Lane, St. Augustine, FL 32080. Mr. Funk will address the issue of whether or not there is a public health or safety emergency dictating a change in ownership of gas service lines.

Timothy W. Phipps, 321 Hickory Way, Thornville, OH 43076. Mr. Phipps will discuss the repair process performed by contractors for USP and the importance of this process to overall customer satisfaction.

(2) List all other witnesses which you intend to call at the hearing scheduled for this case, and state the subject matter on which he or she is expected to testify.

RESPONSE:

Unknown at this time.

(3) Has USP retained the services of any consultants for purposes of analyzing the issues in this case, or for the purpose of assisting USP with the preparation of testimony? If so, with respect to each and every consultant do the following:

(a) Identify him or her;

(b) State the subject matter about which he or she has been retained to assist USP.

(c) Provide copies of the Request For Proposal or other bid solicitation document used to solicit bids for the hiring of the consultant as well as all of the responses to the bid solicitation document received by USP.

- (d) Provide copies of all studies or analyses or reports provided to USP by such consultants.

RESPONSE:

See Response to Interrogatory No. 1 with respect to subparts A and B. With respect to subparts C and D, none.

- (4) Please identify each meeting that USP has had with members of the Public Utilities Commission Staff regarding any issue associated with natural gas risers.

RESPONSE:

Objection 1 as referenced on page 1 (hereinafter referred to as "Objection 1".) Without waiving such objection, none.

- (5) Referring to the response to Columbia Interrogatory No. 4, please identify each USP personnel and each member of the Public Utilities Commission Staff at each of those meetings.

RESPONSE:

See Response to Interrogatory No. 4 above.

(6) Please identify each meeting that USP has had with representatives of any party to PUCO Case No. 07-478-GA-UNC, other than Columbia or the Public Utilities Commission Staff, regarding any issue associated with natural gas risers.

RESPONSE:

Objection 1. Without waiving such objection, none.

(7) Referring to the response to Columbia Interrogatory No. 6, please identify each USP personnel and each party representative at each of those meetings.

RESPONSE:

Objection 1. Without waiving such objection, see the Response to Interrogatory No. 6.

(8) Provide an estimate of the value of the service line warranty revenues USP expects to post to its accounting books each year if the IRP plan is not approved.

RESPONSE:

Objection 1. In addition, Objection 4 as referenced on page 2 as this interrogatory seeks information with respect to future revenues which may be confidential and proprietary in nature. Further, Objection 8 as referenced on page 2 as the phrase "estimate of the value of the service line revenues" is not clear.

(9) Provide an estimate of the value of the service line warranty revenues USP expects to post to its accounting books each year under current USP consumer contracts.

RESPONSE:

See Response to Interrogatory No. 8.

(10) If the IRP plan is not approved, will USP be liable for any injuries and/or property damage resulting from either the actual repairs or replacement conducted by USP, or injuries or property damage that arise from subsequent leaks or other problems arising from the repaired and/or replaced service lines?

RESPONSE:

Objection No. 1. Further objection, this interrogatory seeks a response which can only be provided by a court of law.

(11) Under current USP consumer contracts, is USP be liable for any injuries and/or property damage resulting from either the actual repairs or replacement conducted by USP, or

injuries or property damage that arise from subsequent leaks or other problems arising from the repaired and/or replaced service lines?

RESPONSE:

See Response to Interrogatory No. 10.

(12) Does USP believe that the service lines it installs or the repair that it will make to the service lines will differ in design, material, or method of installation from what is commonly used in the industry today for the repair and replacement of service lines? If so, explain how the service lines USP repairs or replaces will differ from what is being used in the industry today.

RESPONSE:

Objection 1. Without waiving such objection, no.

(13) Provide the number of gas service lines under warranty by USP today in Columbia Gas of Ohio's service territory.

RESPONSE:

Objection 1. Without waiving such objection; as of 9/30/07, USP has 103,092 active contracts for gas line warranties in Ohio.

(14) Provide the number of gas service lines USP has replaced or repaired for leaks each year for the past five years and the actual cost of the repair or replacement.

RESPONSE:

Objection 1. Without waiving such objection, the table below summarizes the claims experience for gas service lines in Ohio for USP from October 1, 2003 (date of acquisition of CSP from Columbia Energy Group) to August 31, 2007.

Year	Number	Amount
2003	312	\$ 355,272.55
2004	1,350	\$ 1,247,776.88
2005	1,401	\$ 1,128,593.46
2006	1,347	\$ 1,285,059.03
2007	1,116	\$ 1,015,551.26

(15) Provide the number of claims USP has denied for repair or replacement of gas service lines for the past five years.

RESPONSE:

Objection 1. Without waiving such objection, USP utilized the Claims system acquired from Columbia Energy Group from October 1, 2003 through December 31, 2006. This system did not provide the ability to track denied claims, only paid claims. USP implemented a new claims application on January 1, 2007, that does provide the ability to track denied claims. As of September 30, 2007, USP has denied 18 of 1,023 claims in Ohio. USP's terms and conditions have not materially changed since the acquisition, nor our philosophy concerning denied claims.

Most claims are denied because the customer's coverage lapsed due to non-payment. The current denial rate of 1.76% (18 divided by 1,023) is reflective of our previous year's experience.

(16) Provide the monthly and/or annual fee charged to customers for gas service line warranty service.

RESPONSE:

As of 8/31/07, the average monthly fee for gas line warranty provided by USP in Ohio is \$3.46.

(17) Describe how USP inspects gas service lines for leaks and provide the number of employees assigned to that task. If contractors are used in lieu of employees, please describe the nature of the services provided by the contractors including the number of inspectors deployed by the contractor(s) and the number of service lines inspected by the contractors.

RESPONSE:

Objection 1. Without waiving such objection, USP provides a repair or replacement warranty to customers that have a leaking gas service line. As such, USP is informed when a covered customer's line has already been determined to have a leak. Consequently, USP does not inspect gas service lines. Service line inspection is the responsibility of the LDC per DOT regulations.

(18) If the IRP plan is not approved, will the number of service lines being inspected by USP increase? If so, explain why and project the number of increased inspections.

RESPONSE:

Objection 1. Without waiving such objection, see response to Interrogatory No. 17.

(19) State how many risers, excluding prone to failure risers, are associated with service lines under warranty by USP and describe how that number was determined.

RESPONSE:

Objection 1. Without waiving such objection, USP does not possess the requested information.

(19) Summarize the process USP uses for investigating service lines with claims for service line repair or replacement.

RESPONSE:

Objection 1. Without waiving such objection, a USP customer service representative (CSR) receives a call from the customer notifying us that their gas service has been turned off by the LDC. The CSR will confirm that the LDC employee left a card stating that the line was leak-

ing and must be repaired before service can be restored. The CSR will validate that the customer has a USP warranty and the account is in good standing. Upon confirmation, the CSR will inform the customer that a certified plumber will contact them within one hour to schedule a service call. The CSR will then dispatch a contractor to the service address. Typically, the contractor will arrive within 24 hours to start the repairs. When the contractor arrives on the job site, he will confirm that the gas service is off and review the card left by the utility employee. If he has any questions, he will contact the USP Manager of Contractor Relationships for a decision. The contractor will make the necessary repairs and inform USP when the work is complete. The contractor then contacts the LDC to come back and inspect the line and restore the gas service. The contractor must remain on site (or return) until the utility employee arrives.

(20) Summarize how the process for investigating, maintaining and repairing gas service line leaks will be conducted by USP if the IRP plan is not approved.

RESPONSE:

See Response to the Second Interrogatory No. 19 above.

(21) Summarize how the process for investigating, maintaining and repairing gas service line leaks is conducted by USP under its current contracts with consumers.

RESPONSE:

See Response to Interrogatory No. 20.

(22) If the IRP plan is not approved and a leak is detected in a buried house line (a "house line" being defined as the pipe between the foundation of the home and external meter) will the house line be repaired or replaced by USP, or its agent or contractor?

RESPONSE:

Objection 1. Without waiving such objection, USP Terms & Conditions are very clear that the buried house is covered.

(23) Under current USP contracts with consumers, if a leak is detected in a buried house line (a "house line" being defined as the pipe between the foundation of the home and external meter) will the house line be fixed by USP, or its agent or contractor?

RESPONSE:

Objection 1. Without waiving such objection, see the response to Interrogatory No. 22.

(25) Under current USP consumer contracts, is the property owner or USP responsible to repair ancillary line leaks (gas lights, gas grills, pool or spa lines, detached garages, buildings, etc.)?

RESPONSE:

Objection 1. Without waiving such objection, it is the responsibility of the property owner to repair ancillary line leaks.

(26) If the IRP plan is not approved, will the property owner or USP responsible to repair ancillary line leaks (gas lights, gas grills, pool or spa lines, detached garages, buildings, etc.)?

RESPONSE:

Objection 1. Without waiving such objection, see the response to Interrogatory No. 25.

(27) Has USP sent its customers a notice and/or letter of any type, by any method, regarding repair or replacement of any riser or service line relating to Case No. 07-478-GA-UNC in the last 24 months?

RESPONSE:

Objection 1. Without waiving such objection, yes.

(28) Referring to the response to Columbia Interrogatory No. 27, please identify the date each notice and/or letter was sent.

RESPONSE:

Objection 1. Without waiving objection, August 10, 2007 and August 23, 2007

(29) Referring to the response to Columbia Interrogatory No. 27, please provide a copy of each notice and/or letter and explain its purpose.

RESPONSE:

Objection 1. Without waiving objection, the purpose of the letters was to offer each customer that would be affected by Case No. 07-478-GA-UNC a product or products of equal or greater value for the same price they were paying for the gas warranty. See attached for samples of each communication.

(30) How many service lines under warranty per year (excluding repair of service lines associated with prone to failure risers) does USP anticipate will need repair or replacement?

RESPONSE:

Objection 1. Without waiving such objection, several. The risk with a Design-A riser is much different than a service line leak. Design-A risers were found to be a safety risk because of possible instantaneous failures if installed improperly. By contrast, outdoor service line leaks are a chronic problem, primarily associated with older steel lines. Service line safety is maintained by periodic surveys of service lines conducted by the applicable LDC. This is required by federal law and in fact, each year an LDC must inspect one-third of all service lines in its service area. This means that all service lines are inspected for leaks every three years in Ohio. Upon discovering a leak, the LDC makes the situation safe to allow for the repair, including disconnecting the gas service as necessary. The existing system for monitoring and maintaining service lines has worked effectively and safely for years in Ohio. Approximately 1,500 gas service lines under a USP warranty in Ohio will need to be replaced annually.

(31) Under current USP consumer contracts, does USP assure customers that their service line leak will be repaired within a specified time period? If so, what is the maximum amount of time a customer waits between a report of the service line leak and repair? Please explain how that time estimate was determined.

RESPONSE:

Objection 1. Without waiving such objection, USP promises the customer that a qualified contractor will contact them within one hour to schedule a time to begin the repair, and that the repair will then be completed as quickly as possible. 64% (637 out of 997) of all gas line claims in Ohio from 1/1/07 through 9/30/07 were repaired within two days of the report of the service leak. 81% were completed within five days. This is based on the work being reported completed in the USP information system for claims. A work order with a status of completed means the line was replaced, holes were filled, trench was mounded, grassy area reseeded, and gas service restored by the utility. For the remaining 19%, the line was repaired and gas service restored, but landscaping was not completed because the customer requested that the reseeding of grassy areas not be done until spring. As a result, the work order remained open until that work was completed.

(32) If the IRP plan is not approved, will USP assure customers that their service line leak will be repaired within a specified time period? If so, what is the maximum amount of time a customer will wait between a report of the service line leak and repair? Please explain how that time estimate was determined.

RESPONSE:

Objection 1. Without waiving such objection, USP does not contemplate any change to its policy and procedures for claims.

(33) What is the estimated average time needed to replace a prone to failure riser?

RESPONSE:

Objection 1. Without waiving such objection, once the USP contractor has arrived on site and identified the problem, USP estimates that it will take approximately 2 - 3 hours to complete the work.

(34) Under USP's consumer contracts, are prone to failure risers eligible for repair and/or replacement?

RESPONSE:

Objection 1. Without waiving such objection, a riser is eligible for repair only if it is leaking, and will be repaired or replaced if the customer has a USP gas line warranty.

(35) On average, how much ground must be disturbed to replace a prone to failure riser?

RESPONSE:

Objection 1. Without waiving such objection, USP estimates approximately a 2 foot wide and 3 foot deep hole must be dug at the meter setting, and approximately 4 -7 feet of service line must be uncovered.

(36) On average, how much ground must be disturbed to replace a service line?

RESPONSE:

Objection 1. Without waiving such objection, this depends upon the length of the service line. Based upon USP's experience, the average length of service lines is 60 – 75 feet. If the entire line is being replaced, a trench must be dug to a minimum depth of 18 inches for the entire length of the line.

(37) What is the estimated average time needed to repair and/or replace a service line?

RESPONSE:

Objection 1. Without waiving such objection, once the USP contractor has arrived on site and inspected the job site, USP estimates that it will take approximately 2 - 3 hours to repair a 75 foot line and 4 - 5 hours to replace a 75 foot line.

(38) What does USP believe will be the average cost of replacing a prone to failure riser and explain how that estimate was determined?

RESPONSE:

Objection 1. Without waiving such objection, USP estimates that the average cost to replace a riser will range from \$350 to \$400 based upon labor and materials for the contractor.

(39) How many man hours does USP believe are needed to replace a prone to failure riser with an approved riser and explain how that estimate was determined?

RESPONSE:

Objection 1. Without waiving such objection, see the response to Interrogatory No. 33.

(40) If USP is aware of a leaking gas service line or riser, what is the current procedure it employs to minimize the risk of leaking gas?

RESPONSE:

Objection 1. Without waiving such objection, if a customer calls USP and indicates that he may have a gas leak, our customer service representative immediately instructs the customer to hang up and call the appropriate LDC to have the potential leak investigated. Usually, the CSR will provide the customer with the utility's number to call. Also, we tell the customer to leave the house if there is an odor of gas inside the house.

(41) How many USP employees will USP devote to inspecting, repairing, replacing and maintaining gas service lines that are not associated with prone to failure risers?

RESPONSE:

Objection 1. Without waiving such objection, in the corporate office, USP has three dedicated claims analysts who are responsible for administering the claims process from filing the claim to paying the contractor to recording the results of the customer surveys. In addition, a manager is responsible for claims oversight including managing USP's network of contractors.

USP maintains an extensive network that includes 15 - 20 contracting companies with multiple DOT certified plumbers with extensive experience in Ohio.

(42) If the IRP plan is not approved, what warranties or guarantees will USP provide the property owner against design and product defects or faulty installation of a replacement riser?

RESPONSE:

Objection 1. Without waiving such objection, USP contractors will only use materials on the approved materials list published by Columbia Gas of Ohio. USP guarantees the workmanship of the contractors in the network. If a problem occurs as a result of installation, USP will immediately send a contractor back to the service address to correct the problem.

(43) If USP uses independent contractors, how much would USP incur in expenses for inspection, repair, replacement and maintenance of prone to failure risers?

RESPONSE:

Objection 1. Without waiving such objection, USP estimates that it would incur between \$350 and \$500 depending upon individual circumstances.

(44) If USP uses independent contractors, how much would USP incur in expenses for inspection, repair, replacement and maintenance of gas service lines associated with prone to failure risers?

RESPONSE:

Objection 1. Without waiving such objection, USP estimates that it would incur between \$800 and \$4,000 depending upon individual circumstances.

(45) If USP uses independent contractors, how much would USP incur in expenses for inspection, repair, replacement and maintenance of all other gas service lines that are not associated with prone to failure risers?

RESPONSE:

Objection 1. Without waiving such objection, see response to Interrogatory No. 44.

(46) If USP used independent contractors to inspect, repair, replace and maintain prone to failure risers, customer service lines associated with prone to failure risers, and all other customer service lines, what would USP charge customers in administrative charges for such services performed by independent contractors?

RESPONSE:

Objection 1. Without waiving such objection, if the customer has a gas line warranty, there would be no additional charges. The cost of a potential claim would be covered by the monthly / annual fee.

(47) What is the protocol that USP or an independent contractor must follow in order that the inspection, repair, replacement, and maintenance of a prone to failure riser, a gas service line associated with a prone to failure riser, or all other gas service lines be satisfactory to the property owner and/or customer?

RESPONSE:

Objection 1. Without waiving such objection, first, the gas service must be turned off at the curb stop by Columbia Gas and tagged by a Columbia gas tech. This will prompt the customer to call USP and report a claim. The USP customer service representative (CSR) will confirm that the gas is turned off and that the customer's account is in good standing. Upon confirmation, the CSR will dispatch the claim to a DOT certified plumber from the USP network of contractors. The contractor will contact the customer within one hour of receiving the claim to schedule a time with the customer to begin the repair process. The contractor will make the necessary repairs / replacement using materials from the approved materials list published by Co-

lumbia Gas and complying with all federal, state, and local codes. Once the repair is complete, the contractor notifies USP and contacts Columbia Gas to request an inspection of the new gas service line. Upon satisfactory inspection by Columbia, the gas tech will restore the service to the customer. The USP contractor will then complete the job by filling in any holes that were dug, backfilling the trench and mounding the dirt to allow for settling, and reseeding the grassy areas. Upon receiving notice by the contractor that the job is complete, USP sends a customer satisfaction survey to the customer. Currently, USP receives a 46% response to the survey with a 96% approval rating.

REQUESTS FOR PRODUCTION OF DOCUMENTS

- (1) Please provide a copy of the insert and/or letter described in interrogatory 29.

RESPONSE:

Objection 1. Without waiving such objection, see attached samples.

- (2) Please provide any document or report used to prepare the response or support the response of any Interrogatories 1 – 46.

RESPONSE:

See response to Request No. 1.

As to objections,

/s/

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Utility Services Partners, Inc.'s Responses To Interrogatories And Requests For Production Of Columbia Gas Of Ohio, Inc., First Set October 8, 2007, was served upon all parties of record by email and regular U. S. mail this 8th day of October, 2007.

/s/

M. Howard Petricoff
Stephen M. Howard
Attorneys for Utility Services Partners, Inc.

SERVICE LIST

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stephen.reilly@puc.state.oh.us

ATTACHMENT

**Utility Service Partners
Response to Columbia Interrogatories
And Request for Production
First Set
October 8, 2007**

Interrogatory No. 29 and Request for Production Nos. 1 and 2

Please note there will be no change to your coverage unless PUCO grants responsibility for your gas service line to Columbia Gas of Ohio, which has not yet occurred and in no event will you see an increase in your warranty coverage payment.

Customer Name
Customer Address
Customer City, State, Zip Code

Account number

Dear:

As a valued customer of Columbia Service Partners, we wanted to let you know that The Public Utilities Commission of Ohio is considering ruling on a request from Columbia Gas of Ohio that would make Columbia Gas responsible for the maintenance and repair of all external gas lines in their service territory. We do not know what the Commission's final decision will be, or, when to expect its decision.

However, in reviewing your account, we noticed that you are not currently protected against costly water line repairs. Did you know that external water line repairs are even more expensive than external gas line repairs? It's true. In fact, water line repairs can cost up to \$4,000 or more – and it requires locating a licensed plumber you can trust.

If The Public Utilities Commission of Ohio decides in favor of Columbia Gas of Ohio's request, you will be notified. Should you receive this notice, rest assured that Columbia Service Partners is still committed to providing you the best utility line protection available – at the best value. At that time, we'll simply convert your warranty coverage to protect your external water lines with generous repair coverage – at the same price you enjoy today.

We've enclosed the terms and conditions describing this great value for your safe keeping should The Public Utilities Commission of Ohio decide in favor of Columbia Gas of Ohio's request.

In the event you are no longer responsible for your external gas line, we know you will appreciate the benefits of this enhanced coverage, which will provide you with the same service you've come to expect from Columbia Service Partners: a 24-hour repair hotline – even available on weekends and holidays; expert repair service, guaranteed satisfaction.

To enjoy this benefit, no further action is required on your part. We know you don't want to take your chances with an expensive water line repair, but if you wish to cancel your coverage, or have other questions, please call us toll free at 866-420-7238.

If we don't hear from you, we will determine that you have agreed to the change in service and your coverage will automatically be converted to external water line coverage, if The Public Utilities Commission of Ohio decides in favor of Columbia Gas of Ohio's request.

Sincerely,

| Tru Dee Bamberg

I AM.....

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Letter 8M: changed coverage to sewer line monthly

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Sincerely,

| Tru Dee Bamberg

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COMMONWEALTH OF PENNSYLVANIA

COUNTY OF

Washington

) [SS:]

AFFIDAVIT

I, Philip E. Riley, Jr., being first duly sworn, declare under oath that I am the President of Utility Services Partners, Inc. and that the foregoing Responses to the Interrogatories and Requests for production of Columbia Gas of Ohio, Inc. to Utility Services Partners, Inc. are true and accurate to the best of my knowledge and belief.

Philip E. Riley Jr.

Sworn and subscribed before me in my presence this 8th day of October, 2007.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Audra J. Murphy, Notary Public
City of Washington, Washington County
My Commission Expires Dec. 5, 2009

Audra J. Murphy
Notary Public