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BEFORE

) CASE NO: 12-3234-GA-CS
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))
ANCY S. TOLIVER BRIEF ELD ON MARCH 21, 2013
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Date Processed MAY 0 6 200

MEMORANDUM IN SUPPORT

Now comes Nancy S. Toliver in Propria Persona and submits the following evidence in further support of complainants' complaint filed against VEDO AKA VECTREN Energy Delivery of Ohio, a corporation, for its inconsistent, arbitrary, harmful and discriminatory actions in threatening complainant with Disconnection of Services for PIPP PLUS payments not due to the corporation since the November 25, 2012 bill. See (VEDO Exh#3, pp. 59.) VEDO a corporation, actions are in violation of contractual law, Ohio Revised Code, Ohio Administrative Code and any other applicable statutory laws and public policies not cited herein.

On April 15, 2013, Nancy S. Toliver did receive a letter (Comp. Exh#6) from VEDO Customer Care dated April 9, 2013. The letter confirms Nancy S. Toliver enrollment in the PIPP Plus program with VEDO. The letter identifies the anniversary date of April 6, 2012. The payment amount is Seventy-Two dollars (\$72.00) a month. The letter (Comp. Exh#6) from the respondent(s) is further evidence that complainant as a customer has a current arrearage balance of zero (0). Complainant will also receive a 1/24th credit amount of zero (0) for the timeframe of May 2012 to April 2012.

This letter (Comp. Exh#6) from VEDO is further proof that VEDO a corporation minimum amount due to avoid Disconnection is Five Hundred

Twenty Dollars and Nine Cents (\$520.09) as of March 25, 2013 bill is unreasonable and in violation of statutory law and public policy in that the alleged minimum payments to avoid disconnection are not due VEDO as a corporation.

Nancy S. Toliver did get off of the PIPP Plus program in April of 2012 because VEDO was arbitrarily apply the statement that "a customer must also be current on any missed payments to remain on PIPP plus". VEDO is requiring complainant to pay more than my actual account balance of zero to avoid disconnection is in violation of the ORC and OAC. VEDO lowered the PIPP Plus payments as required by law the previous year.

The letter (Comp. Exh#6) from VEDO Customer Care also shows that complainant would not have received an incentive credit for the months in which the balance carried forward was zero (0) and is supported by the Exhibit#3 submitted by VEDO. (See VEDO Exh#3, pp 49) The bill dated Apr. 24, 2012 shows the Previous Bill Amount of \$46.13 was paid in full. I did not receive an incentive credit for that month or any of the months for which VEDO is erroneously charging Nancy S. Toliver a customer, minimum payments not due because of the zero balance.

VEDO Exh#3 is further proof that Nancy S. Toliver started to pay the actual account balance with the May 24, 2012 bill. This must be considered a new calendar year due the anniversary date being April 6, 2012. It further proves that VEDO charges are unreasonable and that respondent(s) is

charging Nancy S. Toliver minimum payments not due VEDO as a corporation.

VEDO is in direct violation of it own policy and the contractual agreement which that states that "Participation if the PIPP program does not relieve you of your legal responsibility for the actual account balance." Nancy S. Toliver balance is zero (0). Yet complainant is still being threatened with disconnection of service as of the last bill of March 25, 2013.

The Ohio Administrative Code is clear that pursuant to 4901-1-18-01(B) Arrearages...... does not include past due monthly PIPP payments and 4901:1-18-12(D)(2)(b),...... the amount of the PIPP payments due shall not exceed the amount of the customer's arrearage.

Pursuant to ORC 4905.22 Every public utility shall furnish necessary and adequate service and facilities, and every public utility shall furnish and provide with respect to its business such instrumentalities and facilities, as are adequate and in all respects just and reasonable. All charges made or demanded for any service rendered, or to be rendered, shall be just, reasonable, and not more than the charges allowed by law or by order of the public utilities commission, and no unjust or unreasonable charge shall be made or demanded for, or in connection with, any service, or in excess of that allowed by law or by order of the commission.

Pursuant to ORC 4933.12 (D) No company shall stop the gas from entering any residential premises between the fifteenth day of November and

the fifteenth day of April because of a failure to pay the amount due for the gas unless the company, at the time it sends or delivers to the premises notices of termination, informs the occupant of the premises where to obtain state and federal aid for payment of utility bills and for home weatherization and information on local government aid for payment of utility bills and for home weatherization.

VEDO as of the billing date of April 24, 2013, are still arbitrarily demanding complainant to pay the minimum due to avoid disconnection in the amount of Five Hundred Fifteen Dollars and Ninety One Cent (515.91) with the PIPP plus Amount Due of Five Hundred Ninety One Dollars and Fifteen Cent (591.15). Respondent(s) is inconsistently applying the ORC and OAC and the contractual agreement to own benefit bey charging complainant more than the actual account balance when the balance is less than the minimum PIPP payment. (Comp. Ex. No. 7)

VEDO only defense is that the PUCO is responsible for there actions because of the regulation of the utility. VEDO website at Vectren.com under How do I apply for the HEAP support complainant contentions that she had to apply for PIPP in order to receive Emergency HEAP assistance credit for the year and states in pertinent part:

When applying for an Emergency HEAP benefit during November through March, customers must also enroll in PIPP Plus or another payment plan. The Combined Energy Assistance Application must be completed at the

local agency or you can download it from the Ohio Department of Development.

Respondents' letter from Customer Care (Comp. Exh#6) must also be considered as credible evidence along with the complainant Nancy S. Toliver, formal complaint and previous exhibits filed with the transcript on April 4, 2013. Judgment be rendered in favor of the Complainant, absent respondent(s) lay and expert witness testimony or credible reliable evidence from the Respondents to support its mere denial of harm to the Complainant. This Court taking into consideration Complainants Motion to Strike VEDO direct expert testimony filed March 21, 2013.

Complainant in good faith sent the respondent by and through counsel a copy of the Customer Care letter and a copy of complainant college transcript the supports complainant statement that she did take Contact law and the U.C.C. and graduate with an Associated of Applied Science in 1997. (Comp. Ex. No. 8)

VEDO has made no attempt to rectify its arbitrary, discriminatory and threatening action against a complainant as a customer with a zero balance.

VEDO continues to send Disconnection Notice to complainant (as a customer) requesting PIP payments that are not due based on the statement(s) in the anniversary date description of the VECTREN Customer Care letter dated April 9, 2013 which states in pertinent part:

You must be current on any missed PIP Plus payments by this date. If you fail to bring you account current, you will be removed from PIPP plus, and your entire balance, including arrearages, will become due.

VEDO has failed to removed complainant from the PIPP Plus program as of the anniversary date of April 6, 2013 because complainant current arrearages is zero and is further evidence that VEDO is inconsistently apply the PIPP Plus contract to its customer because of their low income status and is disconnecting customer and charging reconnection fees even in the winter months.

Monthly minimum payments must be applied to the on time payment in full to get the monthly incentive credit and not as a means to disconnection for lack of the on time in full payment. VEDO can remove (not disconnect) a customer from the program after the anniversary date (except winter months) and require the total account balance due including any arrearage. Complainant has not received any incentive credits for the timeframe in question and has paid the total charges every month and the PIPP minimum payment due when the balance is more than the minimum payment.

Respondent(s) is erroneously relying on #14 of the laymen Energy
Assistance Resource Guide 2012-2013 filed with the impermissible direct
expert testimony of Ms. Bell on March 14, 2013 which states in pertinent
part:

The customer must pay the difference between the amount of PIPP
Plus installments and customer payments before re-joining PIPP Plus; and
#23 in the Resource Guide which states in pertinent part:

To remain on PIPP Plus and avoid disconnection, the customer would be required to pay the PIPP Plus default amount; and #22 in the Resource Guide for VEDO which states in pertinent part;

When an active customer comes off the PIPP Plus program and there is a credit on the account, the credit balance will be applied to the customers' arrearage (if any), and then the PIPP Plus rider. Respondent(s) requirements are discriminatory and inconsistent with the Electric Utility #22, which states in pertinent part: As long as the credit covers the monthly utility charges the customer would not need to make a payment.

Respondents failed to consider that even the laymen Resource Guide states that a customer must pay the PIPP Plus default amount up to the amount of the arrears. (See Resource Guide #15; See #16, not to exceed the account balance.) Complainant total account balance and arrearages are zero (0).

The Customer Care letter dated April 9, 2013 states in pertinent part

If you make full, on-time payments for 24 straight months, all of your arrearages will be eliminated. This sentence is very misleading to a low income customer who believes that a four thousand dollar arrearage balance will be eliminated after twenty four months. VEDO as a corporation is

entering into fraudulent agreements with it low income customer which in fact binds the customer to an peonage PIPP agreement that states that a customer in a low income program has to continue to pay a minimum charge for services not rendered in order to get the service under the application for PIPP Rider adjustment. These actions must be considered a violation of complainant contractual agreement with VECTREN Energy Delivery of Ohio as a regulated public utility as well as the statutory law and public policies that have be legislatively, judicially and administrative promulgated to stop just unconscionable, unreasonable, discriminatory and arbitrary action against the complainant and possible other residence of Ohio on PIPP Plus.

CONCLUSION

Complainant Nancy S. Toliver requests compensatory damages pursuant to OAC 4906.51 for VEDO intentional, inconsistent, harmful and discriminatory actions against Nancy S. Toliver as a customer eligible to participate in PIPP Plus program setup and administered by VEDO a corporation pursuant to OAC and ORC statutory law and other applicable law.

VEDO violations are apparent on their face. Complainant has met the burden by the preponderance of the evidence and has presented statutory laws to support VEDO violations and discriminatory actions by continuously threatening complainant a PIPP Plus customer with disconnection based on a zero (0) balance because the complainant is income eligible and enrolled in

the PIPP plus program. Complainant has also submitted as additional evidence, the letter from VEDO customer care dated April 9, 2013 regarding PIPP Plus eligibility for the 2013 anniversary year. The letter for VEDO Customer Care never address the arbitrarily PIPP Plus minimum payment of \$591.15 allegedly due and owing Respondents by the Complainant. (Comp. Ex# 7)

Complainant respectfully requests this Court issue a cease and desist Order to VEDO to cease sending Disconnect Notice to the complainant as a contractual customer, when the balance forward amount is (0) or less than the minimum PIPP payment amount and Complainant is otherwise eligible for the program.

Complainant respectfully request this Court Order VEDO to retrain it employees regarding how the alleged on time full monthly payment is to be applied based on the anniversary and re verification date in a calendar year. VEDO must cease the practice of threatening too and cutting off VECTREN customers on the PIPP program during the winter months based on VEDO erroneous believe that the program requires that the customer are required to make the minimum monthly payments or be disconnected regardless of the total usage change and balance owed.

Commission did set a settlement conference in responds to complainant formal complaint in February 2013. The conference was unsuccessfully because the corporation did not want to pay compensatory

damages to an alleged low income customer eligible on PIPP Plus and concludes that the PUCO is responsible for VEDO actions in administering the program. Respondent(s) are unwilling to take any responsibility as a corporation for its actions against the complainant as a long standing customer since 1993. VEDO made application with the Commissioners to take these unlawful actions against the customer under the PIPP program.

Complainant request this Court award damages in excess of Twenty

Five Thousand Dollars. Complainant again requests the Commission Treble

the damage award pursuant to 4905.61 for VEDO perception of its PIPP

program participants as low income instead of customers and VEDO violation

of the statutory laws governing public utilities.

Respectfully Submitted;

Nancy S. Toliver

614 Kenilworth Ave

Dayton, Ohio 45405

937.278.4407

In Propria Persona

CERTIFICATE OF SERVICE

Complainant Nancy S. Toliver certifies that a copy of the foregoing has been served upon the Respondent(s) VECTREN Energy Delivery of Ohio by and through Counsel Gregory L. Williams at Whit Sturtevant, LLP, Key Bank Bldg, 88 E. Broad St, Ste 1590, Columbus, Ohio 43215 on this day of May, 2013 by regular U. S. mail.

Naney S. Tbliver In Propria Persona







Account Number: 03-400225362-2220454

Dear NANCY S TOLIVER,

This letter confirms your enrollment in PIPP Plus with Vectren Energy Delivery. Your PIPP Plus payment is: \$72.00 per month

Each time you pay your monthly payment on-time and in-full, you no longer owe the rest of that month's billed amount. You also receive a 1/24 (\$0.00) credit toward any old debt. Your current arrearage balance with Vectren Energy Delivery is \$0.00. If you make full, on-time payments for 24 straight months, all of your arrearages will be eliminated. Failure to submit timely and full payments each month can result in removal from PIPP Plus and/or disconnection of service.

As a PIPP Plus customer, there are two important dates that you need to know.

Your reverification date is: September 6, 2013

The reverification date is the actual date by which you must complete documentation of your household income. Reverification must occur no more than 12 months from the previous reverification date. To remain on PIPP Plus, you must visit your local community action agency prior to your reverification date to document your income. (You are required to report any change in household size and income, so your reverification date may change from year to year.)

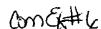
Your anniversary date is: April 6, 2012

The anniversary date is the calendar date when your arrearage credits will be calculated. You must also be current on any missed PIPP Plus payments by this date. If you fail to bring your account current, you will be removed from PIPP Plus, and your entire balance, including arrearages, will become due. Your anniversary date is the same every year.

Participation in the PIPP program does not relieve you of your legal responsibility for the actual account balance. If you have questions, please contact Vectren Energy Delivery at 800-227-1376

Sincerely,

Vectren Customer Care



April 18, 2013

Nancy S. Toliver 614 Kenilworth Ave Dayton, Ohio 45405

Gregory L. Williams
VECTREN, Energy Delivery of Ohio, Inc.
The Key Bank Building
88 East Broad Street, Suite 1590
Columbus, Ohio 43215

Re: In re the Complaint of Nancy S. Toliver v. VECTREN Energy Delivery of Ohio, Inc. Case No. 12-3234-GA-CSS

Dear Mr. Williams,

Enclosed for your review is the letter from your client VEDO Customer Care dated April 9, 2012 and received in the mail on April 15, 2013.

This letter is sent in good faith prior to being submitted to the Commission in the form of an exhibit as evidence to further support complainant complaint that the minimum payments that are the subject to the continuous Notice of Disconnection since September 25, 2012 are not due, owing or payable bey the complainant, as the letter does not reference the payments in question.

The letter supports complainant complaint that the arrearage balance is zero for which the complainant will receive zero credit toward any arrearages for the May 2012 thru April 2013 and did not reference any minimum payments due of owing to VECTREN.

If you have any question, concerns or intent to settle this case before the Commission, please contact me at the location and or telephone number listed below.

Respectfully Submitted;

Nancy S. Toliver Complainant Pro se 614 Kenilworth Ave Dayton, Ohio 45405 937,278,4407 Name:

NANCY S. TOLIVER

Account Number: 03-400225362-2220454

Service Address:

614 KENILWORTH AVE

DAYTON OH 45405 Billing Date: Apr 24, 2013

PIPP Plus Amount Due: **\$591.15** Minimum Due to Avoid Disconnection: \$515.91 Due Date: May 8, 2013 Disconnection On or After: May 9, 2013

Allow 5 business days for mailing

ECTREN Energy Delivery 1-800-227-1376 www.vectren.com



Charges

	Previous Bill Amount	\$110.94
	Payment(s) Received	\$72.94
	Payment(s) Incentive Credit	\$41.24
4	Balance Carried Forward	\$3.24CR
	Charges This Period	\$88.64
	PIPP Plus Default Amount	\$515.91
	PiPP Plus Amount Due	\$591.15
	Actual Account Balance	
	See PIPP Plus Details	

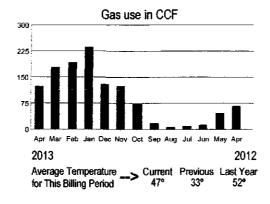
Gas Usage Detail

Distribution and Service Charg (Includes a Monthly Charge of \$	
Gas Cost Charge (DSS) @ 0.48296 per CCF	\$60.37
Total Gas Charges - Residential Sales Service	\$88.64

Gas Meter Information

Meter Number	D0184663			
Service Beginning	03/21/13			
Service Ending	04/23/13			
Number of Days	33			
Meter Readings				
Beginning	1172 Actual			
Ending	1297 Actual			
CCF Used	125.000			
Multiplier	1.000000			
Next Scheduled Read Date				
05/22/2013				

Gas Usage Comparison



PIPP Plus Details

Your monthly PIPP Plus installment amount is \$72.00.

If you pay your PIPP Plus installment by your due date, you will receive a payment incentive credit of \$16.64 applied to your account.

Your Anniversary Date is Apr 6, 2014 - This is the date you must be current on your PIPP Payments to remain on PIPP Plus. Your Re-Verification Date is Sep 6, 2013 - This is the date by which you must re-verify your income to stay on PIPP Plus.

Important Information

Services will be disconnected on May 9, 2013, if the previous balance of \$515.91 is not paid before this disconnect date. If you have previously received a disconnect notice and have not paid according to terms or if your check was returned, service is subject to disconnection at any time. If your service is disconnected, a reconnect fee will also be required before services can be restored. The reconnect fee assessed will be \$60.00. If your disconnect date falls on a weekend or holiday, it will be deferred until the next businnes day.

Please return this portion with your payment made payable to Vectren.

Remit to: P.O. Box 6262 Indianapolis, IN 46206-6262

VB130423.001-1778-000011879

5 32

ECTREN Energy Delivery

DISCONNECT NOTICE

Account Number: 03-400225362-2220454





001778 000011879 NANCY S. TOLIVER 614 KENILWORTH AVE DAYTON OH 45405-4042

PIPP Plus Amount Due: \$591.15 \$515.91 Minimum Due to Avoid Disconnection: May 8, 2013 Due Date: May 9, 2013 Disconnection On or After: Amount Enclosed

Mail Payments To:

Vectren Energy Delivery P.O. Box 6262 Indianapolis, IN 46206-6262

0340022536222204545050813000000854000000085403

Name:

NANCY S. TOLIVER

Account Number: 03-400225362-2220454 5

Service Address:

614 KENILWORTH AVE DAYTON OH 45405

Billing Date:

Apr 24, 2013

PIPP Plus Amount Due: \$591.15 Minimum Due to Avoid Disconnection: \$515.91 Due Date: May 8, 2013 Disconnection On or After: May 9, 2013

Allow 5 business days for mailing

VECTREN Energy Delivery www.vectren.com 1-800-227-1376

Important Numbers

1-800-227-1376 Customer Service Number:

Ohio Relay Service: Call Before You Dig: 1-800-750-0750 1-800-362-2764 Page 2

Gas Usage History

Month/Yr	CCF's	Month/Yr	CCF's	Month/Yr	CCF's	Month/Yr	CCF's
Apr 13	125.000	Jan 13	237.000	Oct 12	76.000	Jul 12	9.000
Mar 13	179.000	Dec 12	130.000	Sep 12	17.000	Jun 12	12.000
Feb 13	193.000	Nov 12	123.000	Aug 12	6.000	May 12	46.000
Total CCF: 1153.000			Monthly Avg	: 96.083			

Bill Message

Participation in the PIPP program does not relieve you of your legal responsibility for the actual account balance.

Safety tip: Natural gas smells like rotten eggs. If you detect a leak, leave the home immediately and call Vectren or 911.





Dayton, Ohio 45402-1454

NAME: Nancy S. Toliver

Tudent sen:

DATE PRINTED: MAR 4, 2008

PAGE: 1

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HOLD FOR PICK UP Nancy S. Toliver Raised Seal Not Required

This official transcript is printed on secured paper and does not require a raised seal.







Dayton, Ohio 45402-1454

NAME: Nancy S. Toliver

STUDENT SSN:

DATE PRINTED: MAR 4, 2008

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--- CREDENTIALS AWARDED --

97/WI Assoc of Applied Sci MAJOR: Legal Assisting

---- Transfer Credits ----

Ohio State University. The * END OF TRANSCRIPT **

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HOLD FOR PICK UP Nancy S. Toliver

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