BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Commission's Review of its Rules for the Establishment of Credit for Residential Utility Services and the Disconnection of Gas, Natural Gas, or Electric Services to Residential Customers Contained in Chapters 4901:1-17 and 4901:1-18 of the Ohio Administrative Code.	)))))))))	**Case No. 13-274-AU-ORD**

INITIAL COMMENTS OF COLUMBIA GAS OF OHIO, INC. AND THE EAST OHIO GAS COMPANY d/b/a DOMINION EAST OHIO

I. INTRODUCTION

By Entry dated June 11, 2013, the Commission proposed amendments to Ohio Adm. Code Chapters 4901:1-17 and 4901:1-18. The Commission's Entry had five appendices. Appendix A documented the proposed amendments to Ohio Adm. Code Chapter 4901:1-17. Appendix B was a Business Impact Analysis for the revisions of Ohio Adm. Code Chapter 4901:1-17. Appendix C documented the proposed amendments to Ohio Adm. Code Chapter 4901:1-18. Appendix D was a Business Impact Analysis for the revisions of Ohio Adm. Code Chapter 4901:1-18. Appendix E contained three energy conservation questions pursuant to Ohio Adm. Code Chapter 4901:1-18.

Columbia Gas of Ohio, Inc. ("Columbia") and The East Ohio Gas Company d/b/a Dominion East Ohio ("DEO") appreciate the Commission's effort to provide clarification to many of the existing rules. Columbia and DEO ('the Companies") hereby jointly offer their initial comments on the proposed amendments. The Companies first offer specific comments regarding the Commission's proposed regulatory amendments, organized according to section. The

Companies then offer responses to the Commission's energy conservation questions in Appendix E of the Commission's Entry.

Columbia and DEO first note, however, that a number of the proposed changes will require re-programming of their systems to accommodate the changes. Accordingly, the Companies respectfully request that Staff consider a lead time of eighteen months, at a minimum, after the changes are adopted to allow sufficient time for reprogramming, testing, and implementation. Further, if the cost of system reprogramming is not properly recorded as a capital addition, consideration should be given to allowing the utilities to recover the costs in their PIPP Plus riders.

II. COMMENTS BY SECTION

A. Proposed Revision to Rule 4901:1-17-03

1. Subsection (A)(5)(b)

Columbia and DEO note that the following sentence was inserted into the middle of (A)(5)(b), which pertains to the guarantor agreement:

> Since a utility company may seek recovery of any unpaid arrearage from ratepayers, both residential and nonresidential, continuation of the current rules may assist in further reducing any unpaid arrearages; thus, benefitting the ratepayers.

It is not clear to the Companies whether this sentence is intended to be part of the rule. This sentence appears to describe the relative benefits of the rules, and not to impose any requirement or direction of any kind. That being the case, the Companies request clarification of the intention of the quoted language, and it would reserve the right to offer further comments on the language once the meaning is clarified.

Subsection (A)(5)(b) also requires that utilties use the written agreement "provided by the commission in Appendix A." The existing rule sets forth the required, minimum information, but does not require use of a specified form. DEO includes certain fields of information in its form that may not be accounted for by the Commission's prescribed form. Accordingly, it would request that the rule retain the original language struck out of (A)(5)(b) and permit (but not re-

quire) the use of the form prescribed in the Appendix or an alternate form that provides the required information.

B. Proposed Revision to Rule 4901:1-17-04

1. Subsection (B)

This section now requires that "[a]ll payment invoices or payment arrangements shall give the customer notice that a deposit may be required." First, it is not clear to Columbia and DEO whether "payment invoices or payment arrangements" includes a standard monthly bill. In any event, this requirement will require additional programming by companies and add more language to already crowded documents; however, Columbia and DEO believe that this notice requirement will provide little benefit to customers. On the contrary, adding needless boilerplate language on bills might harm customers that routinely pay their bills by obscuring critical, non-routine notices. In that regard, the Companies already provide customers with a targeted letter warning them of the potential that a security deposit may be assessed if payment has not been received by the due date on the delinquent bill. Accordingly, the Companies recommend that the Commission not adopt the proposed language.

C. Proposed Revision to Rule 4901:1-17-08

1. Subsection (C)(4)

This provision proposes certain clarifying language. Columbia and DEO recommend the following additions, assuming that Staff's language is adopted:

> The right to have the commission staff verify whether the utility company's decision complies with these rules. <u>The utility shall</u> provide the applicant/customer <u>the telephone</u> number, address, and the website address of the public utilities commission of Ohio as stated below:
>
> If you wish to have the commission staff review the company's decision for a security deposit, you may call the Public Utilities Commission of Ohio for assistance at 1-800-686-7826 (toll free) from 8:00 a.m. to 5:00 p.m. weekdays, or visit <u>the PUCO website</u> at http://www.puco.ohio.gov/puco. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

The Companies also note that the language referring to the PUCO website does not provide any guidance to the customer regarding how to seek Staff review of the deposit decision once at the website. The PUCO website contains a great deal of information, so further guidance to customers regarding a specific address or link could be advisable.

D. Rule 4901:1-18-01

1. Subsection (B)

Throughout the rules the Commission uses the terms "account balance" and "arrearages." While the term "arrearages" is defined in Ohio Adm. Code § 4901:1-18-01(B) it is not clear to Columbia and DEO if the Commission intends the term "account balance" to have a meaning different than the term "arrearages." Accordingly, the companies request that the Commission clarify whether the definition of "account balance" is different than the definition for "arrearages."

E. Proposed Rule 4901:1-18-04

1. Subsection (C)

This provision permits a utility to transfer the balance of a delinquent account to any like account held in the customer's name, but specifically states, "A utility may not transfer balances to or from PIPP Plus accounts." DEO and Columbia believe that this rule is overbroad and could be read to prohibit balance transfers that are necessary in the ordinary course of business. For example, it would be necessary for the balance of a PIPP Plus account to be transferred to a new PIPP Plus account when a PIPP Plus customer moves residences. It would also be necessary to transfer the balance of an account that has been finalized to a newly created PIPP Plus account after a qualifying customer pays his or her first installment to join PIPP Plus.

Prohibiting the transfer of a balance to or from a PIPP Plus account would prevent a utility crediting the customer with the proper forgiveness when the customer makes a payment on the old balance. If a utility company is permitted to transfer the balance of a delinquent account to any like account held in the customer's name in order to collect the balance from the customer, a utility company should also be permitted to transfer balances to or from PIPP Plus accounts for the same purpose. Accordingly, the companies request that the Commission delete the last sentence of this new provision.

Columbia and DEO are also concerned that the definition of "like account" could limit otherwise appropriate balance transfers. The related, proposed definition, see O.A.C. 4901:1-18-01(O), states that a "like account" is any account "in the same customer's name providing the same tariffed service rate class." This definition would appear to prohibit certain residential-to-residential transfers, such as those where after a charge-off the account is re-established under a different tariff applicable to residential customers (i.e. from a Choice account to a Standard Service Offer account or from a Standard Service Offer account to a Choice account). This rule would arguably prohibit the transfer of the balance from one account to the other, even though both are clearly residential in character. The companies recommend that the language be revised to more clearly address what transfers are intended to be prohibited.

F. Proposed Revisions to Rule 4901:1-18-05

1. Subsection (B)

Provisions of this rule replace the term "arrearages" with "past due balances." Given that these terms are roughly synonymous, Columbia and DEO are not certain whether these changes are intended to effect any substantive change in the rules – e.g., how the extended payment plans are calculated. Assuming these changes are not intended to impact the calculation of payment plans, the Companies do not have any comments regarding these changes. If, however, these revisions are intended to change the rules, the companies request additional clarification and reserve the right to raise further comments.

G. Proposed Revisions to Rule 4901:1-18-06

1. Subsection (C)(3)(h)

During the workshop session held on March 5, 2013, AEP, Duke and DEO supported consideration of changes to the medical certification rule in Section (C)(3)(h) (see transcript, page 74). However, no changes were recommended in the proposed rules. As written, the rule allows three medical certificates to a customer in a twelve-month period, giving the customer 90 days to avoid making *any* payment. This treatment, i.e. requiring *no* payment under the certificate, is inconsistent with that accorded PIPP customers, who must make-up any missed PIPP payments while on a certificate by their anniversary date. At the very least, Columbia and DEO recommend that the Commission consider requiring the customer to make any missed payment plan amounts required prior to regaining

eligibility for a medical certificate being issued after the "two additional" times in the twelve-month period.

2. Subsection (D)(3)

This provision states that a "customer . . . requesting termination of service will not be financially responsible for the utility service consumed from the date of move-out." DEO and Columbia are concerned that this rule does not require the customer either to provide advanced notice of the request for disconnection or to cooperate in ensuring that the utility gains appropriate access. As written, the rule would arguably relieve from financial responsibility a customer who provided little to no advance notice, refused to provide access, or both. The Companies do not believe that this rule provides customers with the appropriate incentives to ensure timely disconnection of service. On the contrary, it potentially penalizes either the utility or the landlord for customer inaction.

Columbia and DEO recommend rejecting this proposal and allowing this situation to continue to be covered by the utilities' tariffs. If the Commission does adopt this rule, it should revise it to add appropriate conditions, including a timely request and provision of access by the customer.

3. Subsection (F)(3)

This section states that when a "new resident becomes a consumer of . . . service that was left on by virtue of the landlord/reversion agreement, the consumer will be financially responsible for the utility service consumed from the date of move-in, as indicated in the terms of the lease agreement." The rule seems to allow a landlord to unilaterally establish a service relationship between the utility and the customer, with the utility having no easy way to determine the validity of the request. Landlords would be enabled to put responsibility for utility payments on tenants, and utilities could easily find themselves in the middle of landlord-tenant disputes. Columbia and DEO believe that the landlord should be responsible for ensuring that the customer contacts the utility, and if the customer fails to do so, the landlord's recourse should be to terminate service. There is no reason that the customer should not be responsible for establishing service in their name.

The rule also imposes substantial burdens on utilities. The rule would require utilities to obtain and review individual lease agreements, develop new systems to account for and maintain the leases, and perhaps to determine the va-

lidity of the documents themselves. Accordingly, Columbia and DEO request that the Commission delete this proposed provision.

H. Proposed Rule 4901:1-18-07

1. Subsection (E)

In tampering cases, Section (E) states that "there shall be a rebuttable presumption that the person in possession or control of the meter, conduit, or attachment at the time the tampering or reconnection occurred is the party obligated to pay for the service rendered through the meter, conduit, or attachment." Columbia and DEO recommend the following slight modification to make this language more accurate:

> . . . there shall be a rebuttable presumption that the person in possession or control of the premises served by the meter, conduit, or attachment at the time the tampering or reconnection occurred is the party obligated to pay for the service rendered through the meter, conduit, or attachment.

With this modification, the Companies support adoption of this rule.

I. Proposed Revisions to Rule 4901:1-18-12

1. Subsection (D)

Section (D)(1) changed "anniversary date" to "reverification date" regarding the timing of reverification and the reverification grace period. Similarly, Section (D)(2) changed "reverification date" to "anniversary date" to specify that PIPP customers must be current on required payments by each anniversary date to remain on PIPP and have one billing cycle to make up missed payments. Columbia and DEO support these changes.

The definitions, however, of "PIPP Plus anniversary date" and "PIPP Plus reverification date" were not changed. See 4901:1-18-01(R) & (T). And as a result, the definitions conflict with the revised rules in sections (D)(1) and (D)(2). For example, 01(T) states that the reverification date is the date "used to calculate when any missed PIPP Plus payments are due for continued PIPP Plus program participation." The revision to Section (D)(2), however, states that the "anniversary date" is the date by which "any missed PIPP Plus payments" must be made "before being removed from the program." Columbia and DEO recommend that

the revisions to (D)(1) and (D)(2) should control, and that the definitions should be updated, to eliminate the conflict.

J. Proposed Revisions to Rule 4901:1-18-13

1. Subsection (C)(2)

This provision adds a requirement that if money provided "by a public or private agency" "results in a credit balance [when] the account is finaled," the utility "shall refund the credit balance to the customer." It would be difficult, if not impossible, to track payment sources in this way. While Columbia's and DEO's systems are programmed to track payments made on behalf of customers by HEAP and E-HEAP, the Companies do not currently have the ability to identify payments made by other entities, including churches and other private groups. If a workable system could even be devised to do so, it would require extensive programming and be extremely costly to establish entirely new system capabilities in order to comply with this rule.

Moreover, the Companies question whether this rule creates appropriate incentives. As written, customers would receive the benefit of payments made for their energy needs, despite the fact that the assistance exceeds those needs, and perhaps if they no longer even have such a need. This rule would encourage customers not to inform providers whether continued assistance remains necessary, given the possibility that unnecessary assistance will be converted to a cash payment. Any excess payments made that have resulted in a credit balance at time of the final bill should continue to be applied to reduce the utility's PIPP rider.

2. Subsection (D)

This provision would require any overpayment of PIPP Plus or Graduate PIPP Plus payments to be applied to future PIPP Plus or Graduate PIPP Plus payments once any default balance has been paid. Columbia and DEO request that the Commission clarify the application of this provision. This section essentially allows customers to prepay their PIPP obligations. Implementing this rule change would require major programming efforts, both to unwind the current system just implemented in 2010, and to ensure that the new system appropriately applies one month's payment across multiple months of service and multiple months of crediting, particularly in situations where only partial months are prepaid. Especially as customers appear to be adjusting to the 2008 rules—which took until 2010 to implement—it seems unwise to veer in a different direction so

soon. Accordingly, the Companies respectfully request that the Commission reconsider adding this new provision.

K. Proposed Rule 4901:1-18-14

1. Subsection (A)

In conjunction with a new definition, see 4901:1-18-01(P), Section (A)(1) requires PIPP payments to be counted on time if they are received "prior to the date that the next bill is issued." In preparing for the 2008 rule changes, Staff instructed the utilities to program their systems to require such payments by the due date stated on the bills. Columbia and DEO had specifically requested that they be permitted to count such payments as on time if received before the next bill was generated, but the requests were denied.

Now, approximately two-and-a-half years after implementing these instructions and reprogramming their systems, the Companies are being instructed to unwind that reprogramming and to re-reprogram systems to account for this rule. This change will require substantial IT resources to implement, which strikes Columbia and DEO as wasteful given the recent history.

While Columbia and DEO do not support this revision, the Companies note that section (A)(2) was not similarly revised with regard to the on-time-payment provision. The two sections should be consistent.

2. Subsection (B)

This section adds new requirements regarding situations in which a customer may request refunds of any credit balance "not a result of any incentive credits." The rule requires that re-enrolling customers be subject to the requirements of 4901:1-18-15(F). This latter rule applies to customers who voluntarily leave PIPP and reenroll after twelve months. Columbia and DEO recommend that this rule should subject customers to the requirements of either 4901:1-18-15(E) or (F), depending on how long the customer was absent from the PIPP program.

Columbia and DEO also propose a simpler alternative to avoid the problem of accounting for customers who develop credit balances. The proposed system has resulted in a convoluted mass of rules attempting to address multiple credit-balance situations. In its place, the Companies would propose that upon enrollment or reverification, utilities review the established PIPP payment and compare it to a projected twelve-month budget payment, and permit the custom-

er to pay the lesser of the two amounts as their monthly PIPP payment for the entire twelve-month period. This would help to ensure that the amount of the required PIPP payments would not exceed the usage-based actual bill amounts. And, it would benefit customers by way of lower payments and benefit utilities by reducing the issue of credit balance PIPP accounts.

L. Proposed Rule 4901:1-18-15

1. Subsection (E)

This provision would require a PIPP Plus customer who is income eligible, voluntarily leaves PIPP Plus, and then within twelve months re-enrolls in PIPP Plus to pay the PIPP Plus payment due for the months the customer received service but was not on the program, less payment made by the customer during the same time period. Columbia and DEO request that the Commission reconsider this new provision. If a customer is required to pay the PIPP Plus amounts due for the months the customer received service but was not on the program, the customer may potentially end up owing more than the total account balance. For example, if a customer chooses to go off of PIPP Plus for five months in order to use an account credit of $500.00, the customer must pay their $75.00 PIPP Plus payment for each of the five months they were off of PIPP Plus even though the customer does not owe anything on the account. In order to protect the customer from owing more than the total account balance, Columbia and DEO respectfully request that the Commission modify the provision to read:

> "A PIPP Plus customer who is income eligible, voluntarily leaves PIPP Plus, and then within twelve months re-enrolls in PIPP Plus must pay the PIPP Plus payments due for the months the customer received service but was not on the program, less payment made by the customer during the same time period <u>up to the amount of the customer's arrearages</u>."

2. Subsection (G)

For Post PIPP Plus customers, this provision would require the monthly payment of a payment agreement that is offered by a gas or natural gas utility company to be no more than the total accumulated arrearage divided by sixty. The proposed "one-sixtieth" plan would allow a customer to retire an entire balance by merely paying one-fifth of it. Columbia and DEO are not sure how this discount ratio or incentive structure was determined, but it does not seem to

make the customer fairly responsible for their consumption and would seem to make good-paying customers make up the difference. Implementing the new payment arrangement would also require substantial new programming. Columbia and DEO propose that the customers covered under Section (G) should continue to make payments in accordance with their last verified PIPP-payment amount in order to receive the one-twelfth crediting each month. Accordingly, the Companies respectfully request that the Commission modify the first sentence of the last paragraph to read:

> The monthly payment shall be no more than the ~~total accumulated arrearage divided by sixty~~ customer's former monthly PIPP Plus payment.

M. Proposed Revisions to Rule 4901:1-18-16

1. Subsection (C)

This section references "paragraphs (E)(3)(a) to (E)(3)(d) of rule 4901:1-18-03," but the cross-referenced paragraphs were moved, so the cross-reference should be updated.

N. Proposed Rule 4901:1-18-17

1. Subsection (C)

New Section (C) imposes consequences for fraudulent acts. The new paragraph appears to have some missing words, as noted in the following:

> The customer shall be required to pay the difference between the income-based payments made and the actual bill amounts and to pay any arrearage credits accrued for timely payments during the period the customer was fraudulently enrolled in PIPP Plus and/or graduate PIPP Plus.

The rule also states that customers shall be treated "subject to rules 4901:1-18-11 of the Administrative code, should the customer return to the gas and natural gas utilities." It is not clear to Columbia and DEO how the referenced rule would apply in this case or whether a different rule was intended to be referenced. The Companies request clarification of what is intended by this reference.

2. Subsection (D)

This new provision would require a PIPP Plus customer who is income eligible, voluntarily leaves PIPP Plus, and then within twelve months re-enrolls in PIPP Plus to pay the difference between the PIPP Plus payments due for the months the customer received service but was not on the program, less payment made by the customer during the same time period. Columbia and DEO request that the Commission reconsider this new provision. If a customer is required to pay the difference between the PIPP Plus payments due for the months the customer received service but was not on the program, less payment made by the customer during the same time period, the customer may potentially end up owing more than the total account balance. For example, a customer that has regularly made their $50.00 monthly PIPP Plus payment may decide to go off of PIPP Plus because the account balance is below the amount of the PIPP Plus payment. In order for the customer to be reinstated in PIPP Plus five months later, the customer would be responsible for paying their $50.00 PIPP Plus payment for the five months that they were off of PIPP Plus, less payment made by the customer during the same period. If the customer had made $131.00 in payments over the five-month period that they were off of PIPP Plus, they would still have to pay an additional $119.00 in order to be reinstated in PIPP Plus. This $119.00 would be in excess of the balance due on the account. In order to protect the customer from owing more than the total account balance, Columbia and DEO respectfully request that the Commission modify the provision to read:

> A PIPP Plus customer who is income eligible, voluntarily leave PIPP Plus, and then within 12 months re-enrolls in PIPP Plus, must pay the difference between the PIPP Plus payments due for the months the customer received service but was not on the program, less payment made by the customer during the same period <u>up to the account balance owed by the customer prior to re-enrollment in PIPP Plus</u>.

Section (D) also appears to set forth an identical requirement (with slightly different wording) as also set forth in 4901:1-18-15(E). It is not clear why an identical requirement should be set forth in two separate sections of the rules, or whether some difference in treatment is intended. The Companies recommend either deleting the proposed Section (D) or clarifying what purpose it is intended to serve.

3. Subsection (E)

This section contains references to "paragraphs (E)(3)(a) to (E)(3)(d) of rule 4901:1-18-03" and to "paragraph (E)(3)(b) of rule 4901:1-18-03." The Companies believe that these references need to be updated.

III. RESPONSES TO ENERGY CONSERVATION QUESTIONS

A. Response to Question #1

i. Columbia

Any opportunity to conserve energy should be valued, regardless of whether the customer is PIPP Plus. Developing a specific process to target PIPP Plus customers may be challenging; however, Columbia would welcome additional thoughts that the Commission may have on the matter.

According to the 2012-2013 Energy Assistance Resource Guide published by the Commission, PIPP Plus customers must apply for and accept assistance from all weatherization programs for which he/she is eligible. In practice, it is unclear how this is being implemented when a customer applies, or is re-verified, for PIPP Plus. The current "energy assistance programs application" does not contain information about applying for utility weatherization programs, and local HEAP Providers may not be required to take applications for utility weatherization programs under current rules. Columbia currently targets PIPP Plus customers for weatherization services through its low-income customer weatherization program, WarmChoice. Continuing to require customers who participate in PIPP Plus to apply for WarmChoice, even before he or she has the opportunity to do away with arrearages, would be advantageous for both customer and ratepayers. Utility companies could provide local HEAP providers that complete the PIPP Plus application process with their own weatherization program application forms, or the current energy assistance programs application form from ODOD (now ODSA) could be modified to include that information as long as the weatherization referrals are made to utility weatherization program implementation contractors. At a minimum, an opportunity likely exists to increase awareness surrounding energy conservation, which could also drive favorable results. Because PIPP Plus customers often live in some of the most energy inefficient housing stock and normally lack the resources to pay for capital intensive weatherization measures, no cost items including lowering the

temperature setting of the heating thermostat could be one way of helping educate customers about ways to conserve energy.

ii. DEO

DEO supports encouraging PIPP Plus customers to conserve energy. Like Columbia, DEO offers a low-income weatherization program and supports requiring PIPP customers to apply for and accept this assistance. However, finding another appropriate way to accomplish further energy efficiency for PIPP Plus customers is likely to be challenging. In these comments, the Companies proposed a way to eliminate the issue of credit-balances for some customers. Under this proposal, customers would pay the lower of their income-based payment or a projected budget payment based on historical consumption and other factors. A PIPP Plus customer using the budget option would have incentive to decrease consumption and thereby reduce the total payment for the following year.

B. Response to Question #2

i. Columbia

The Commission asked whether a program that offers PIPP Plus customers a fixed percentage off the monthly bill would be a reasonable way to encourage the customers to conserve energy. It is not clear how customers would respond to such an initiative. Columbia proposes that providing property owners that lease to PIPP Plus customers with an incentive to conserve energy would be a more efficient approach because they are in the best position to take steps to conserve energy.

ii. DEO

It is difficult for DEO to comment on the proposed program because many of details of the program are not spelled out. For example, when the program proposes a discount on the customer's monthly bill, it is not clear to DEO what is meant by "monthly bill." Does it refer to their income-based PIPP payment or their total charge for actual usage? Likewise, it is not clear to DEO whether the proposed discount would be in lieu of the current program (in which on time income-based payments earn credits) or in addition to that program. Either way, the question does not specify what the customer must do to earn the discount under the proposed program. As proposed, the discount does not appear to be

tied to achieving any reduction in usage. It is also not clear to DEO whether the discount would be recoverable through any applicable riders.

C. Response to Question #3

i. Columbia

One significant barrier to creating a fixed percentage program remains the infrastructure limitations exhibited by PIPP Plus customers. As noted previously, capital constraints may plague PIPP Plus customers, and despite reasonable efforts to conserve energy, dependence upon outdated appliances and infrastructure could prohibit customers from significantly moving the needle. A minor obstacle, which could challenge utilities and customers, is a transparent awareness of energy consumption and its correlation to the fixed credits. Without a great deal of trust and confidence in the benchmark performance, customers may not strive for the performance that the incentive program is attempting to generate. Other obstacles include the need to weather adjust/normalize the usage data to establish a baseline since simple changes in weather from year-to-year and month-to-month would impact usage, and even things like having an extra person in the household can increase usage compared to the same time period in a previous year. The weather normalization process would require tracking actual heating degree days for the billing period across eight weather stations and applying the appropriate normalization adjustment.

ii. DEO

Without more information, it is difficult to identify what barriers exist. At a minimum, the proposed program would impose substantial costs in terms of programming and reprogramming, employee and customer education, and the establishment of new rules and regulations, among other things. Administering two unique programs for one subset of customers (i.e., the normal PIPP Plus program for customers with arrears and a discount program for PIPP Plus customers without arrears) would also impose significant burdens on the company. Given all the challenges that continue to be faced in attempting to implement the rules established in the last rulemaking, it does not appear prudent to DEO to consider establishing a new program at this time.

Respectfully submitted by
COLUMBIA GAS OF OHIO, INC.

/s/ Stephen B. Seiple

Stephen B. Seiple, Assistant General Counsel (Counsel of Record)
Brooke E. Leslie, Senior Counsel
200 Civic Center Drive
P.O. Box 117
Columbus, Ohio 43216-0117
Tel: (614) 460-4648
Fax: (614) 460-6986
Email: sseiple@nisource.com
bleslie@nisource.com

Attorneys for
COLUMBIA GAS OF OHIO, INC.

Respectfully submitted by
THE EAST OHIO GAS COMPANY d/b/a DOMINION EAST OHIO

/s/ Andrew J. Campbell

Mark A. Whitt
Andrew J. Campbell
(Counsel of Record)
Gregory L. Williams
WHITT STURTEVANT LLP
The KeyBank Building, Suite 1590
88 East Broad Street
Columbus, Ohio 43215
Telephone: (614) 224-3911
Facsimile: (614) 224-3960
whitt@whitt-sturtevant.com
campbell@whitt-sturtevant.com
williams@whitt-sturtevant.com

Attorneys for
THE EAST OHIO GAS COMPANY D/B/A DOMINION EAST OHIO

Summary: Comments of Columbia Gas Of Ohio, Inc. and The East Ohio Gas Company d/b/a Dominion East Ohio
electronically filed by Cheryl A MacDonald on behalf of Columbia Gas of Ohio, Inc.