**BEFORE**

**THE PUBLIC UTILITIES COMMISSION OF OHIO**

APPLICATION NOT FOR AN INCREASE IN RATES,

PURSUANT TO SECTION 4909.18, REVISED CODE

In the Matter of the Application of Vectren }

Energy Delivery of Ohio, Inc. for Approval of } Case No. 13-0376-GA-ATA

Tariff Language Applicable to a Tri-Party Capacity }

Release Agreement. }

1. APPLICANT RESPECTFULLY PROPOSES: (Check applicable proposals)

 \_\_\_\_\_\_\_ New Service \_\_xxx\_\_ Change in Rule/Regulation

 \_\_\_\_\_\_\_ New Classification \_\_\_\_\_\_\_ Reduction in Rates

 \_\_\_\_\_\_\_ Other, not involving increase \_\_\_\_\_\_\_ Correction in rates

1. DESCRIPTION OF PROPOSAL

Vectren Energy Delivery of Ohio, Inc. (“VEDO” or “Company”) proposes revisions to its Tariff for Gas Service to incorporate language providing for capacity to be released to a Supplier’s Designee. The language will provide access to the VEDO held pipeline transportation and storage capacity that is released pursuant to the mandatory Capacity Release requirements, as defined in 18 C.F.R. 284.8, to be released to a Supplier’s Designee. Under such an arrangement, a Tri-Party Capacity Release Agreement must be executed by Choice Supplier or SCO Supplier, such Supplier’s Designee, and Company before assignment of capacity and storage to such Supplier’s Designee is effective. Existing Terms and Conditions corresponding to the adherence to regulations and rules for released capacity, stated in the existing tariff, remain unchanged.

1. TARIFFS AFFECTED:

The sheets in VEDO’s Tariff for Gas Service, P.U.C.O. No. 3 which are affected by this proposal are:

Sheet No. 52, Page 8, Pooling Service Terms and Conditions (Residential and General); Sheet 56, Pages 2-7, SCO Supplier Terms and Conditions; and Sheet 59, Pages 1-7, General Terms and Conditions Applicable to Gas Service.

1. Attached hereto and made a part hereof are:

 xxx Exhibit A - existing Sheet pages (to be superseded) if applicable.

 xxx Exhibit B-1 - proposed Sheets pages.

 xxx Exhibit B-2 - Red-lined Sheet pages showing changes made to existing

 tariffs.

 Exhibit C-1

(a) if new service is proposed, describe;

(b) if new equipment is involved, describe (preferably with a picture, brochure, etc.) and where appropriate, a statement distinguishing proposed service from existing services;

(c) if proposed service results from customer requests, so state giving if available, the number and type of customers requesting proposed service.

 Exhibit C-2 if a change of classification, rule or regulation is proposed, a statement explaining reason for change.

 xxx Exhibit C-3 statement explaining reason for any proposal not covered in Exhibits C-1 or C-2.

1. This application will not result in an increase in any rate, joint rate, toll, classification, charge or rental.
2. VEDO respectfully requests the Commission to permit the filing of the proposed Sheet pages, to become effective on the date, subsequent to filing, to be shown on the proposed pages which will be filed with the Commission; and to be in the form of the pages in Exhibit B, modified by any further revisions that have become effective prior to the effective date

 Respectfully submitted,

/s/ Frank P. Darr

Frank P. Darr (Counsel of Record)

McNees Wallace & Nurick LLC

21 East State Street, 17TH Floor

Columbus, OH 43215

614-469-8000 (Phone)

614-469-4653 (Fax)

fdarr@mwncmh.com

**Attorney for** **Vectren Energy Delivery of**

**Ohio, Inc.**

**Exhibit A**

**Exhibit B-1**

**Exhibit B-2**

**Exhibit C-3**

The proposed language will authorize the release of the VEDO held pipeline transportation and storage capacity to an SCO or Choice Supplier’s Designee. The Choice Supplier’s Designee is a person or entity that has agreed to provide natural gas supply sufficient to satisfy the Choice Supplier’s obligation. The SCO Supplier’s Designee is a person or entity that has agreed to provide natural gas supply sufficient to satisfy the SCO Supplier’s obligation.

A Choice Tri-Party Capacity Release Agreement must be executed by Choice Supplier, such Choice Supplier’s Designee, and Company before assignment of capacity and storage to a Choice Supplier’s Designee is effective. A SCO Tri-Party Capacity Release Agreement must be executed by a SCO Supplier, such SCO Supplier’s Designee, and Company before assignment of capacity and storage to a SCO Supplier’s Designee is effective. The existing Terms and Conditions requiring adherence to regulations and rules for released capacity, stated in the existing tariff, are not changed.