

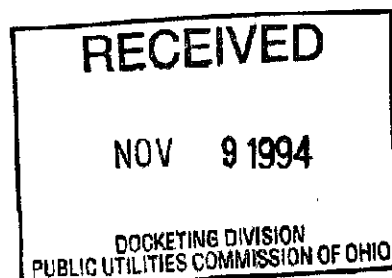
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CG&E ■ The Energy Service Company

The Cincinnati Gas & Electric Company  
P.O. Box 960 • Cincinnati, Ohio 45201-0960

November 8, 1994

Mr. Gary E. Vigorito  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43266-0573



RE: In the Matter of the Application )  
of The Cincinnati Gas & Electric )  
Company for Approval of Revised )  
Language Pertaining to Un- )  
authorized Deliveries Associated )  
with Interruptible Transportation )  
Service )

Case No. 94-1636-GA-ATA

Dear Mr. Vigorito:

Enclosed for filing are an original and ten (10) conformed copies of an Amended Application relative to the captioned matter. The purpose of this application is to incorporate language that addresses the issue conceptualized by the Office of Consumers' Counsel in its Memorandum In Support filed November 3, 1994 in this docket. It is the Company's understanding that Staff is satisfied that OCC's recommendation is in keeping with the Stipulations agreed to in Case Nos. 93-2006-GA-AIR and 94-987-GA-AIR by the parties thereto.

Please stamp "FILED" on the additional copy and return for our files. Thank you.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Donald I. Marshall".

Donald I. Marshall

ATM:ga

Enclosure

cc: Mr. R. Crossin

RECEIVED

NOV 9 1994

DOCKETING DIVISION  
PUBLIC UTILITIES COMMISSION OF OHIO

BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application )  
of The Cincinnati Gas & Electric )  
Company for Approval of Revised ) Case No. 94-1636-GA-ATA  
Language Pertaining to Unauthorized )  
Deliveries Associated with )  
Interruptible Transportation Service )

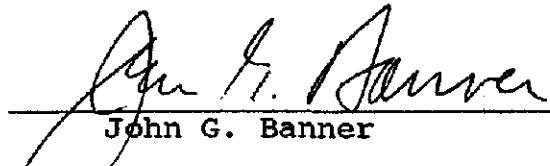
AMENDED APPLICATION

To the Honorable Public Utilities Commission of Ohio:

1. The Cincinnati Gas & Electric Company (CG&E), Applicant herein, is an Ohio corporation engaged in the business of supplying natural gas to consumers in Southwestern Ohio and, as such, is a public utility as defined by Sections 4905.02 and 4905.03 of the Ohio Administrative Code.
2. CG&E hereby requests that its original filing in the captioned docket be revised to include the attached Amended Exhibit B. That is, Amended Exhibit B, Sheet No. 51.7 of P.U.C.O. Gas No. 18, Page 2 of 3, replaces the identically numbered page in the original application. This revised Sheet No. 51.7 of P.U.C.O. Gas No. 18, Page 2 of 3, incorporates language to address the issue conceptualized by the Office of Consumers' Counsel in its Memorandum In Support filed in this docket on November 3, 1994. The specific language proposed by CG&E is based on that contained within the Stipulation and Recommendation documents entered into by the parties in Case Nos. 93-2006-GA-AIR and 94-987-GA-AIR, wherein it was agreed that one month's demand costs would be charged to customers taking gas while under an interruption notice.

3. No other revisions have been made to the original application filed in this docket, and all statements of fact contained therein are unaltered as a result of this amended application.

WHEREFORE, The Cincinnati Gas & Electric Company respectfully prays for an Order from the Commission approving the revised language pertaining to unauthorized deliveries of interruptible gas transportation service, as amended herein, and setting the date when such language is effective.

  
\_\_\_\_\_  
John G. Banner  
Attorney for The Cincinnati Gas &  
Electric Company  
\_\_\_\_\_  
Title

139 East Fourth Street  
Cincinnati, Ohio 45202  
\_\_\_\_\_  
Address  
  
(513) 287-3015  
\_\_\_\_\_  
Telephone Number

VERIFICATION

State of Ohio, Hamilton County, ss:

Donald I. Marshall \_\_\_\_\_, Vice President \_\_\_\_\_, and  
Donald R. Blum \_\_\_\_\_, Secretary \_\_\_\_\_, of  
The Cincinnati Gas & Electric Company, being first duly sworn  
hereby verify this application.

Donald I. Marshall

Donald R. Blum

Sworn and subscribed before me this 8<sup>th</sup> day of November 1994.

John G. Banner  
Notary Public



JOHN G. BANNER, Attorney at Law  
NOTARY PUBLIC - STATE OF OHIO  
My Commission has no expiration  
date. section 147.05 O.R.C.

The Cincinnati Gas & Electric Company  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18  
Sheet No. 51.7  
Cancels and Supersedes  
Sheet No. 51.6  
Page 1 of 3

BILL NOS. 214-Transport only  
215-Non-Purchase  
216-Suppl. Service

RATE IT

INTERRUPTIBLE TRANSPORTATION SERVICE

APPLICABILITY

Applicable to curtailable service and available to any customer who: (1) signs a contract with the Company for service under Rate IT; (2) utilizes a minimum of 10,000 CCF per month during the seven consecutive billing periods commencing with customer's first meter reading taken on or after April 1, and, (3) has arranged for the delivery of gas into the Company's system, or requests Company to purchase and deliver gas, for customer's sole use at one point of delivery where distribution mains are adjacent to the premise to be served. Any service provided hereunder shall be by displacement and on a "best efforts" basis. The Company reserves the right to decline requests to initiate or continue such service whenever, in the Company's judgment, rendering the service would be detrimental to the operation of the Company's system or its ability to supply gas to customers receiving service under the provisions of Rate RS, Rate GS, Rate FT, and Rate SS. The customer must elect annually whether it wishes to receive service at the fixed rate specified under Interruptible Competitive Transportation Service (Rate ICT) or, alternatively, at the variable rate as set forth under this Interruptible Transportation Service (Rate IT) as more fully described, and subject to, the terms and conditions set forth below.

This tariff schedule shall not preclude the Company from entering into special arrangements with Commission approval, which are designed to meet unique circumstances.

NET MONTHLY BILL

The Net Monthly Bill is determined as follows:  
All gas consumed is billed in units of 100 cubic feet (CCF).

Administrative Charge \$625.00

Commodity Charge:  
Company will deliver the arranged-for gas, less shrinkage which is equal to the Company's system average unaccounted for percentage, at a rate of \$ 0.0537 per CCF.

Plus a take-or-pay recovery surcharge in accordance with Rider T-O-P Transportation, as set forth on Sheet No. 72.

Plus, if purchased by Company, the gas cost per CCF, including excise tax, based on that supply purchased on customer's behalf which will not be detrimental to sales service customers.

If the Company is required to install remote metering equipment on customer's meter in order to monitor customer usage on a daily basis, customer will be responsible for the cost of such equipment either through a lump sum payment or monthly facilities charge, at the Company's option, designed to reimburse the Company for the cost of such equipment.

SUPPLEMENTAL GAS AND UNAUTHORIZED DELIVERIES

The Company will supplement the customer's gas supply on a "best efforts" basis for gas delivered through customer's meter in excess of customer's daily and/or monthly transported volumes including prior months transportation imbalances and Standby Service volumes if applicable. The cost of this supplemental gas supply will not be detrimental to the Company's sales service customers. In the event customer fails to interrupt transportation deliveries at Company's request, or Company is unable to provide supplemental supplies for customer, any excess deliveries through customer's meter will be considered unauthorized deliveries which shall be paid for as specified under the "Charges For Unauthorized Deliveries" provision of this rate schedule. However, Company shall not be precluded from physically discontinuing service to the customer if customer refuses to interrupt service when requested by Company.

(T)

Filed pursuant to Entries dated August 26, 1993 in Case No. 92-1463-GA-AIR and April 27, 1994 in Case No. 94-551-GE-PIP and , 1994 in Case No. 94- GA-ATA before the Public Utilities Commission of Ohio.

Issued:

Effective:

Issued by J. H. Randolph, President

The Cincinnati Gas & Electric Company  
139 East Fourth Street  
Cincinnati, Ohio 45202

P.U.C.O. Gas No. 18  
Sheet No. 51.7  
Cancels and Supersedes  
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Page 2 of 3

NET MONTHLY BILL (Continued)

Minimum: The monthly Administrative Charge shown above, and, in addition thereto during the seven consecutive billing periods beginning in April, the 10,000 CCF volume minimum.

If customer fails to take delivery of 10,000 CCF per month during the months of April through October, customer will be charged, in addition to the Administrative Charge and the charges for the delivered volume, an amount equal to the difference between 10,000 CCF and the delivered volume billed at Rate GS.

COMPETITIVE FLEXIBILITY

The Company may on an individual customer basis, charge a rate lower than that specified in the "Net Monthly Bill" provision, but not less than \$0.030 per CCF, to meet competition from alternative fuels or other sources without prior Commission approval. The decision to charge a lower rate will be made by the Company at its sole discretion based on its interpretation of competitive conditions.

BUY/SELL ARRANGEMENTS

The Company may enter into buy/sell arrangements with its customers whereby Company agrees, on an as available "best efforts" basis, to purchase natural gas supplies from customer, or from a supplier of customer's choosing at prices negotiated by customer, and to transport such gas via Company's interstate transportation contracts with transporters, and to resell such gas supplies to customer at Company's designated receipt points at a price equal to the sum of: the specified gas acquisition cost, plus any applicable excise taxes, plus a negotiated interstate transportation fee applicable to the transaction. The gas quantities that customer is entitled to receive shall be net of any transmission losses, shrinkage, compressor fuel, and other allowances retained by the transporter. All of the above charges are in addition to Company's prevailing charges specified herein under "Net Monthly Bill." Such arrangements, prior to taking effect, shall be filed with and approved by the Public Utilities Commission of Ohio.

CHARGES FOR UNAUTHORIZED DELIVERIES

Any customer taking unauthorized deliveries shall be billed an amount reflective of the general service rate, Rate GS, Sheet No. 31, including the expected gas cost component of the gas cost recovery rate or Company's highest cost gas, and one month's demand charges on the volume difference (this charge shall not be imposed more frequently than once in any 30 day period) and/or the cost of operating the Company's propane peak shaving plant, and/or, if so required to effectuate compliance with the interruptible provisions of this schedule, the cost incurred by the Company to valve-off the service. In any event, customer shall reimburse the Company for any interstate pipeline penalty charges resulting from such unauthorized deliveries.

(C)

LATE PAYMENT CHARGE

Payment of the total amount due must be received in the Company's office by the due date shown on the bill. When not so paid, an additional amount equal to one and one-half percent (1.5%) of the unpaid balance is due and payable.

TERMS AND CONDITIONS

The customer shall enter into a written agreement with the Company. Such agreement shall set forth specific arrangements as to the transportation services provided as well as the level of firm gas required by customer and any other circumstances relating to the individual customer.

The Company's "best efforts" basis is defined as the right, at any time, to curtail or interrupt the delivery or transportation of gas under this tariff when, in the judgment of the Company, such curtailment or interruption is necessary to enable the Company to maintain deliveries to higher priority customers or to respond to any emergency.

Where customer or customer's designated agent (supplier) owns the gas to be transported, customer shall be responsible to make all necessary arrangements and secure all requisite regulatory or governmental approvals, certificates or permits to enable the gas to be delivered to the Company's system.

At least one day preceding the day transportation nominations are due to the interstate pipeline(s) transporting customer's gas, customer or customer's supplier agrees to inform Company in writing or, at the Company's discretion, verbally, and confirm in writing within seven (7) days thereafter, the quantities of gas it desires to have transported for the upcoming month, along with all other necessary information. Customer agrees upon request by Company to produce, in a timely manner, proof of the purchase of the natural gas transported, any necessary regulatory approvals, and any and all transportation arrangements with all interstate pipelines, intrastate pipelines, or others involved in transporting customer's gas.

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Sheet No. 51.7  
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Sheet No. 51.6  
Page 3 of 3

(S)

**TERMS AND CONDITIONS (Continued)**

Company will not be liable for any costs and/or penalties charged by pipelines, or suppliers, because of customer's supplier's over or under deliveries into the pipeline, or customer's failure to take deliveries through customer's meters for the exact amount of gas transported by the pipeline to Company's city gate. If customer's delivered transportation volume exceeds or is less than customer's monthly metered volume for billing, an imbalance will exist which customer must eliminate. The Company shall have the right to pass through costs and/or penalties as a result of customer's daily or monthly imbalances, and/or to refuse to accept future nominations from customer or customer's supplier until imbalances are eliminated. In addition to Company's right to pass through costs and/or penalties as a result of customer's daily or monthly imbalances which Company incurs from its suppliers, Company may also charge penalties of its own of up to \$0.50 per MCF for customer monthly imbalances that are not eliminated within sixty days. The charges recovered from these balancing requirements will be used to reduce the Company's system supply gas cost.

Customers who satisfy the definition of human needs and public welfare customers must purchase standby service from the Company, or have alternative fuel capability, or have a combination thereof sufficient to maintain minimal operations.

A human needs and public welfare customer is a customer whose facilities are used for residential dwelling on either a permanent or temporary basis; commercial customers of a residential nature; other customers whose service locations are places of the kind, where the element of human welfare is the predominant factor; and civil and governmental customers whose facilities are required in the performance of protecting and preserving the public health, safety, and welfare. Such facilities shall include, but are not limited to, houses, apartment buildings, correctional institutions, hospitals, primary and secondary schools, nursing homes, and charitable institutions.

The primary term of contract shall be a minimum of one (1) year. After completion of the primary term, such contract shall continue unless cancelled by either party upon thirty (30) days written notice. In the event customer re-applies for service under this tariff within one year of termination at customer's request, customer shall pay the minimum charges specified in the Net Monthly Bill provision for the number of months customer's service was inactive.

**SERVICE REGULATIONS**

The supplying of, and billing for, service and all conditions applying thereto are subject to the jurisdiction of the Public Utilities Commission of Ohio, and to Company's Service Regulations currently in effect, as filed with the Public Utilities Commission of Ohio, as provided by law.

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