

**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. 16-0561-GA-ATA
Tariff Language Concerning Customer Lists )	

- 
1. APPLICANT RESPECTFULLY PROPOSES: (Check applicable proposals)
- |  |   |
|--|---|
| <u>      </u> New Service                  | <u>      </u> Change in Rule/Regulation |
| <u>      </u> New Classification           | <u>      </u> Reduction in Rates        |
| <u>  X  </u> Other, not involving increase | <u>      </u> Correction in rates       |

2. DESCRIPTION OF PROPOSAL

Vectren Energy Delivery of Ohio, Inc. ("VEDO" or "Company") proposes two revisions to its Tariff for Gas Service. As part of its Choice Program, the Company provides a list of eligible customers to certified Choice Suppliers. The proposed changes to tariff Sheet No. 21, Original Page 1 of 4, and Sheet No. 52, Second Revised Page 2 of 14, add clarifying language specifying that the Company shall make available an electronic list of Customers eligible for participation in the Program, as defined by Section 4929.22 (B) of the Revised Code, to PUCO-certified Retail Natural Gas Suppliers approved by the Company for participation in the Company's Choice Program. This amendment will conform to the Company's current practice.

3. TARIFFS AFFECTED:

Sheet No. 21, Original Page 1 of 4  
Sheet No. 52, Second Revised Page 2 of 14

4. Attached hereto and made a part hereof are:

  X   Exhibit A - existing schedule sheets (to be superseded) if applicable.

  X   Exhibit B - proposed schedule sheets.

  X   Exhibit B-1 - red-lined tariff 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.

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

- 5. This application will not result in an increase in any rate, joint rate, toll, classification, charge or rental.
- 6. VEDO respectfully requests the Commission to permit the filing of the proposed schedule sheets, to become effective on the date, subsequent to filing, to be shown on the proposed schedule sheets 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)

Ohio Supreme Court No. 25469

MCNEES WALLACE & NURICK LLC

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(willing to accept service by e-mail)

**Attorney for Vectren Energy Delivery of  
Ohio, Inc.**

### **Exhibit C-3**

As part of its Choice Program, the Company provides a list of eligible customers to certified Choice Suppliers. The proposed changes to tariff Sheet No. 21, Original Page 1 of 4, and Sheet No. 52, Second Revised Page 2 of 14, add clarifying language specifying that the Company shall make available an electronic list of Customers eligible for participation in the Program, as defined by Section 4929.22 (B) of the Revised Code, to PUCO-certified Retail Natural Gas Suppliers approved by the Company for participation in the Company's Choice Program. This amendment will conform to the Company's current practice.

**EXHIBIT A**  
**Existing Schedules to be Superseded**

## **RATE 385 POOLING SERVICE (RESIDENTIAL AND GENERAL)**

### **APPLICABILITY**

This Pooling Service is applicable to any Choice Supplier delivering firm gas supplies to Company's Operational Systems on behalf of Customers receiving Residential Transportation Service under Rate 315 or General Transportation Service under Rate 325.

Several terms and conditions contained within this Rate Schedule differ depending on whether a Choice Supplier Pool is comprised entirely of Non-Mercantile Customers, or if such Pool contains any Mercantile Customers. As appropriate, the various sections within this Rate Schedule shall identify such differing requirements.

### **CHARACTER OF SERVICE**

This Rate Schedule applies to the provision of Pooling Service for Rate 315 or 325 Transportation Customers. Choice Supplier shall deliver to Company gas supplies needed to satisfy the usage requirements of Choice Supplier's Pool Customers, all in accordance with the rules set forth in this Rate Schedule, the Pooling Service Terms and Conditions (Residential and General) contained in Sheet No. 52, and Choice Supplier's Pooling Agreement described in this Rate Schedule.

### **MONTHLY STATEMENT**

Choice Supplier's monthly statement shall reflect the following fees, charges and credits, as applicable:

#### **Financial Evaluation Charge:**

\$50 for the initial and each subsequent Choice Supplier financial evaluation performed by Company.

#### **Eligible Customer List Fee:**

Under the annual option, \$.08 for each name included on the initial list, with updated lists provided the three subsequent quarters at no additional cost. Under the quarterly option, \$.05 for each name included on the list. Such lists shall be produced quarterly; if Choice Supplier desires the list more frequently, Choice Supplier shall reimburse Company for any costs incurred in addition to this per-customer rate.

#### **Nomination Error Charge:**

\$0.50 per Dth applied to the difference between Choice Supplier's daily pipeline nomination volume and the pipeline daily confirmed volume delivered to Company, for each day of difference.

#### **DDQ Non-Compliance Charge:**

\$15.00 per Dth on days in which no Operational Flow Order (OFO) is in effect (provided no alternate arrangements are made with Company) against the daily difference between the Pool's DDQ and aggregate deliveries.

## **POOLING SERVICE TERMS AND CONDITIONS** **(RESIDENTIAL AND GENERAL)**

Company shall issue a written notification to Customer informing Customer of the applicable change. Customers who on their own initiative decide to terminate their relationship with a Choice Supplier will be permitted to do so without Company making any determination regarding whether Customer is contractually permitted to make such move. In that instance, Customer shall transfer to SCO Service unless it selects another Choice Supplier. Company shall not be liable to Choice Supplier or Customer for allowing Customer to transfer to DSS or SCO Service or another Choice Supplier.

If Company rejects a Customer from enrollment, Choice Supplier shall notify Customer within three business days from Company's notification of rejection that Customer will not be enrolled or enrollment will be delayed, along with the reason(s) therefore.

Company shall, prior to a Customer commencing service with a Choice Supplier, mail Customer a confirmation notice stating:

1. Company has received a request to enroll Customer with the named Choice Supplier, and, in the case of an enrollment request from a Customer who is currently served by another Choice Supplier, a statement that Company's records reflect that Customer is currently enrolled with another Choice Supplier along with an admonition that Customer should review the terms and conditions of the incumbent Choice Supplier's Contract for Customer's obligations under said Contract;
2. The date such service is expected to begin;
3. Customer has seven business days from the postmark date on the notice to contact Company telephonically, in writing or via the Internet to rescind the enrollment request or notify Company that the change of Choice Supplier was not requested by Customer; and
4. Company's toll-free telephone number, mailing address and website address.

Choice Supplier's failure to adhere to any Customer enrollment procedures or failure to provide verification of enrollment within the time period specified herein shall be treated in the same manner as other violations of the Choice Supplier Code of Conduct.

### **Eligible Customer List:**

Company shall make available to Choice Suppliers an electronic list of Customers eligible for participation in the Program. Such list shall include information on Customers that meet the size requirements for Residential or General Transportation Service, are not under commitment with a Choice Supplier, are not past due on their utility account and have not requested to have their name and applicable information deleted from any eligible Customer list. Such list shall be updated quarterly and shall, at a minimum, contain the following information regarding each eligible Customer: name, service address and mailing address. Customized listings may also be developed by Company at Choice Supplier's request for Residential and General Standard Choice Offer Service Customers meeting specific geographic or other criteria. The fee for such eligible customer list is described in Rate 385.

### **Content of Renewal Notices:**

In the administration of Customer contract renewal notifications, Choice Suppliers must adhere to the Commission's "Minimum Standards for Competitive Retail Natural Gas Service" rules in accordance with the procedures set forth in Rule 4901:1-29-10 of the OAC.

**EXHIBIT B**  
**Proposed Schedule Sheets**

**RATE 385**  
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**(RESIDENTIAL AND GENERAL)**

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**EXHIBIT B-1**  
**Red-Lined Proposed Schedule Sheets**

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Issued ~~February 17, 2009~~ \_\_\_\_\_, 2016

Albertson, Vice-President

Effective ~~February 22, 2009~~ \_\_\_\_\_, 2016

Issued by ~~Jerrold L. Ulrey~~ Scott E.

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Company shall make available to PUCO-certified Choice-Retail Natural Gas Suppliers approved by the Company for participation in the Company's Choice Program an electronic list of Customers eligible for participation in the Program, as defined in Section 4929.22 (B) of the Revised Code. ~~Such list shall include information on Customers that meet the size requirements for Residential or General Transportation Service, are not under commitment with a Choice Supplier, are not past due on their utility account and have not requested to have their name and applicable information deleted from any eligible Customer list. Such list shall be updated quarterly and shall, at a minimum, contain the following information regarding each eligible Customer: name, service address and mailing address. Customized listings may also be developed by Company at Choice Supplier's request for Residential and General Standard Choice Offer Service Customers meeting specific geographic or other criteria.~~ The fee for such eligible customer list is described in Rate 385.

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Filed pursuant to the Finding and Order dated ~~November 4, 2009~~ in Case No. ~~0716-12850561-~~  
GA-~~EXMATA~~ of The Public Utilities Commission of Ohio.

Issued ~~March 29, 2010~~, 2016  
~~Albertson~~, Vice-President Effective ~~April 1, 2014~~, 2016

Issued by ~~Jerrold L. Ulrey~~ Scott E.

**This foregoing document was electronically filed with the Public Utilities**

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**in**

**Case No(s). 16-0561-GA-ATA**

Summary: Application Vectren Energy Delivery of Ohio, Inc.'s Application for Approval of Tariff Language electronically filed by Ms. Vicki L. Leach-Payne on behalf of Darr, Frank P. Mr.