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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

RECEIVED - COUNCIL DIV

DEC 10 1990

PUCO

Application of Columbia Gas of Ohio, Inc.)
to Revise its Tariffs for its Customer) Case No. 00-2450-GA-ATA
CHOICESM Program.)

APPLICATION
OF COLUMBIA GAS OF OHIO, INC.

1. INTRODUCTION

Columbia Gas of Ohio, Inc. ("Columbia") hereby files its Application to revise its tariffs requesting approval to alter the administrative requirements for the Customer CHOICESM Program. Columbia proposes to now permit marketer initiated telephonic enrollment of customers in the CHOICESM Program. The revised telephonic enrollment proposal contained in the tariffs attached hereto as Exhibit A and incorporated herein by reference are necessary to accomplish this goal.

2. PROPOSED CHANGES

Columbia is proposing that its tariffs be revised to permit marketers to initiate telephonic enrollment in the CHOICESM program. The current tariff permits telephonic enrollment, but requires the customer to initiate the telephonic communication.

Columbia believes that these proposed tariff revisions will make it easier for customers to enroll in the CHOICESM Program. These changes are also consistent with the enrollment provisions under the electric industry restructuring program. While the proposal provides a streamlined process with less burdensome administrative requirements for the customers, the

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tariff revisions do not reduce or in any way limit the existing consumer protection already in place for either new or existing customers in the CHOICESM Program.

Columbia believes that revised proposal represents a measured and balanced compromise for streamlining the enrollment process while maintaining adequate protections for customers. This proposal is also consistent with the Commission's treatment of telephonic enrollment in The East Ohio Gas Company's open access program, Case No. 00-1370-GA-ATA, by Finding and Order dated August 24, 2000. Columbia urges the Commission to give this proposal expedited consideration so that enrollment in the Customer CHOICESM Program is made as simple as possible during this heating season.

3. TARIFFS AFFECTED: See Exhibit B

4. ATTACHED HERETO AND MADE A PART HEREOF ARE:

☒ Exhibit A - existing schedule sheets (to be superseded) if application is approved

☒ Exhibit B - proposed schedule sheets

☒ Exhibit B-1 - "Redlined" tariff sheets showing changes made to existing tariffs.

☐ Exhibit C-1

a. if new service is proposed, describe; (See attached Program description)

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

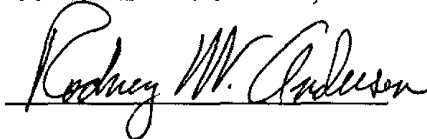
C-2.

— Exhibit C-4 - aggregation service agreement to be used in the implementation of
the new service.

5. This Application will not result in an increase in any rate, joint rate, toll, classification,
charge or rental.

6. Columbia respectfully requests that the Commission expeditiously approve this
Application and the proposed tariffs attached hereto.

Respectfully submitted by
COLUMBIA GAS OF OHIO, INC.



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EXHIBIT A
EXISTING SCHEDULE SHEETS

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION
AND SALE OF GAS****SECTION VI- Full Requirements Aggregation Service**

2. **Termination of Service.** The written agreement between the Marketer and the residential customer shall be terminated for non-payment of the customer gas cost provided the Marketer or Columbia has given no less than a thirty (30) day notice of termination of service. If Columbia provides the notice to the customer, it will send a copy of the notice to the Customer's Marketer.

(G) **Customer Enrollment Procedure.**

1. **Residential Customers and Commercial Customers that are not Mercantile Commercial Customers.** Residential Customers and Commercial Customers that are not Mercantile Commercial Customers must execute a "Customer Consent Form" which states that the customer has agreed to participate in the Program, and has signed a written agreement with the Marketer. This written agreement, and the written terms and conditions referred to in paragraph numbers 67(G)(1)(a)(1)(c)(1) and 67(G)(1)(a)(1)(c)(2), must state the terms and conditions covering the customer's gas supply purchase, and must include the applicable information specified by paragraph numbers 1, 2, 6, 7, 8 and 10 of the Code of Conduct on Sheet Nos. 73 and 74 of this tariff and paragraph numbers (F)1, A) and (F) 1, B) of the Dispute Resolution procedures set forth on Sheet No. 75 of this tariff. The format of the consent form may be designed by the Marketer, but must include the information shown on Original Sheet No. 83.

- a) Telephonic Enrollment. In the alternative, Marketers may telephonically enroll Residential Customers and Commercial Customers that are not Mercantile Commercial Customers under the following conditions:

- 1) While engaged in the telephone conversation with a potential Residential Customer, the Marketer must audio-tape in a date-stamped recording the complete conversation, including the following information:
 - (a) the telephonic enrollment conversation between the customer and the Marketer is being recorded;
 - (b) the customer acknowledges that he or she is initiating the call;
 - (c) the customer either:
 - (1) has reviewed the terms and conditions of the Marketer's offer and that the written terms and conditions constitute the entire agreement between the Marketer and the customer; or,

Filed pursuant to PUCO Entry dated January 14, 1999 in Case Nos. 98-549-GA-ATA and 98-593-GA-COI

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G. W. Babin, Vice President

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION
AND SALE OF GAS**

SECTION VI- Full Requirements Aggregation Service

- (2) has reviewed orally with the Marketer the terms and conditions of the Marketer's offer, and agrees to enroll in the program subject to the Marketer mailing the customer an enrollment confirmation letter containing the terms and conditions of the offer within three business days, and that the written terms and conditions constitute the entire agreement between the Marketer and the customer.
- (d) the customer wants to enroll with the Marketer;
- (e) the customer's name;
- (f) the customer's telephone number;
- (g) the customer's mailing address;
- (h) the customer's account number; and,
- (i) the appropriate enrollment cancellation period and a toll-free telephone number the customer may call to cancel enrollment:
- (1) For customers enrolled pursuant to section 67(G)(1)(a)(1)(c)(1), the Marketer must state that the cancellation period is seven days from the date on which the customer is enrolled telephonically; or,
- (2) For customers enrolled pursuant to section 67(G)(1)(a)(1)(c)(2), the Marketer must state that the Marketer will mail an enrollment confirmation letter containing the written terms and conditions (including price and applicable taxes) to the customer and that the customer has seven days from receipt of the Marketer's confirmation letter to cancel enrollment.
- (3) For all customers enrolled telephonically, the customer must be advised that if the contract is canceled by the customer, the Marketer will provide the customer with a cancellation number.

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SECTION VI- Full Requirements Aggregation Service

- 2) Following telephonic enrollment pursuant to section 67(G)(1)(a)(1)(c)(2), the Marketer must mail to the customer at the address verified by the inquiry, a letter confirming the customer's enrollment. This letter must contain a copy of the identical terms and conditions of the Marketer's offer, including price and applicable taxes. This letter must also conspicuously inform the customer of the right to cancel enrollment by calling a prescribed toll-free telephone number within seven business days of receiving said letter of confirmation, and must inform the customer that if the contract is canceled the Marketer will provide the customer with a cancellation number.
- 3) In the event of any dispute involving a telephonic enrollment, the Marketer must make an audio tape of the customer enrollment available within three business days of a request by Columbia, the Commission or OCC on behalf of the customer.

The telephonic enrollment procedures specified in this section may also be used for Commercial Customers that are not Mercantile Commercial Customers, with the exception being that the Marketer may initiate the telephone enrollment. Thus, section 67(G)(1)(a)(1)(b) of this tariff is inapplicable to the enrollment of Commercial Customers that are not Mercantile Commercial Customers.

- b) Internet Enrollment. As another alternative, Marketers may enroll Residential Customers and Commercial Customers that are not Mercantile Commercial Customers by means of the Internet provided that the terms and conditions of the agreement are publicly posted and accessible and include the applicable information specified by paragraph numbers 1, 2, 6, 7, 8 and 10 of the Code of Conduct on Sheet Nos. 73 and 74 of this tariff and paragraph numbers (F)1, A) and (F)1, B) of the Dispute Resolution procedures set forth on Sheet No. 75 of this tariff. The terms of the electronic publicly posted Internet agreement also shall state conspicuously that the customer has seven (7) business days from the date on which the customer is enrolled by means of the Internet to cancel the agreement and shall provide a toll-free telephone number and/or an Internet or e-mail means for the customer to cancel the agreement within this period of time. The agreement shall state that if the customer cancels the agreement, the Marketer will provide the customer with a cancellation number.

Internet enrollment will be permitted under the following additional conditions:

- 1) All Internet enrollment procedures shall be customer-initiated;

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EXHIBIT B

PROPOSED SCHEDULE SHEETS

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION
AND SALE OF GAS****SECTION VI- Full Requirements Aggregation Service**

2. **Termination of Service.** The written agreement between the Marketer and the residential customer shall be terminated for non-payment of the customer gas cost provided the Marketer or Columbia has given no less than a thirty (30) day notice of termination of service. If Columbia provides the notice to the customer, it will send a copy of the notice to the Customer's Marketer.

(G) Customer Enrollment Procedure.

1. **Residential Customers and Commercial Customers that are not Mercantile Commercial Customers.** Residential Customers and Commercial Customers that are not Mercantile Commercial Customers must execute a "Customer Consent Form" which states that the customer has agreed to participate in the Program, and has signed a written agreement with the Marketer. This written agreement, and the written terms and conditions referred to in paragraph numbers 67(G)(1)(a)(1)(b)(1) and 67(G)(1)(a)(1)(b)(2), must state the terms and conditions covering the customer's gas supply purchase, and must include the applicable information specified by paragraph numbers 1, 2, 6, 7, 8 and 10 of the Code of Conduct on Sheet Nos. 73 and 74 of this tariff and paragraph numbers (F)1, A) and (F) 1, B) of the Dispute Resolution procedures set forth on Sheet No. 75 of this tariff. The format of the consent form may be designed by the Marketer, but must include the information shown on Original Sheet No. 83.

- a) Telephonic Enrollment. In the alternative, Marketers may telephonically enroll Residential Customers and Commercial Customers that are not Mercantile Commercial Customers under the following conditions:
- 1) Telephonic enrollment shall not occur before 9:00 a.m. or after 9:00 p.m. Eastern Standard Time and Marketers shall not contact customers that have been placed on the Commission's "Do Not Call List". Marketers shall obtain the "Do Not Call List" quarterly from the Commission, with the creation, maintenance and distribution of such list being the sole responsibility of the Commission. While engaged in the telephone conversation with a potential customer, the Marketer must audio-tape in a date-stamped recording the complete conversation, including the following information:
 - (a) the telephonic enrollment conversation between the customer and the Marketer is being recorded;
 - (b) the customer either:
 - (1) has reviewed the terms and conditions of the Marketer's offer and that the written terms and conditions constitute the entire agreement between the Marketer and the customer; or,

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EFFECTIVE:

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- (2) has reviewed orally with the Marketer the terms and conditions of the Marketer's offer, and agrees to enroll in the program subject to the Marketer mailing the customer an enrollment confirmation letter containing the terms and conditions of the offer within three business days, and that the written terms and conditions constitute the entire agreement between the Marketer and the customer.
- (c) the customer wants to enroll with the Marketer;
- (d) the customer's name;
- (e) the customer's telephone number;
- (f) the customer's mailing address;
- (g) the customer's account number; and,
- (h) the appropriate enrollment cancellation period and a toll-free telephone number the customer may call to cancel enrollment:
- (1) For customers enrolled pursuant to section 67(G)(1)(a)(1)(b)(1), the Marketer must state that the cancellation period is seven days from the date on which the customer is enrolled telephonically; or,
- (2) For customers enrolled pursuant to section 67(G)(1)(a)(1)(b)(2), the Marketer must state that the Marketer will mail an enrollment confirmation letter containing the written terms and conditions (including price and applicable taxes) to the customer and that the customer has seven days from receipt of the Marketer's confirmation letter to cancel enrollment.
- (3) For all customers enrolled telephonically, the customer must be advised that if the contract is canceled by the customer, the Marketer will provide the customer with a cancellation number.

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- 2) Following telephonic enrollment pursuant to section 67(G)(1)(a)(1)(b)(2), the Marketer must mail to the customer at the address verified by the inquiry, a letter confirming the customer's enrollment. This letter must contain a copy of the identical terms and conditions of the Marketer's offer, including price and applicable taxes. This letter must also conspicuously inform the customer of the right to cancel enrollment by calling a prescribed toll-free telephone number within seven business days of receiving said letter of confirmation, and must inform the customer that if the contract is canceled the Marketer will provide the customer with a cancellation number.
- 3) In the event of any dispute involving a telephonic enrollment, the Marketer must make an audio tape of the customer enrollment available within three business days of a request by Columbia, the Commission or OCC on behalf of the customer.

- b) Internet Enrollment. As another alternative, Marketers may enroll Residential Customers and Commercial Customers that are not Mercantile Commercial Customers by means of the Internet provided that the terms and conditions of the agreement are publicly posted and accessible and include the applicable information specified by paragraph numbers 1, 2, 6, 7, 8 and 10 of the Code of Conduct on Sheet Nos. 73 and 74 of this tariff and paragraph numbers (F)1, A) and (F)1, B) of the Dispute Resolution procedures set forth on Sheet No. 75 of this tariff. The terms of the electronic publicly posted Internet agreement also shall state conspicuously that the customer has seven (7) business days from the date on which the customer is enrolled by means of the Internet to cancel the agreement and shall provide a toll-free telephone number and/or an Internet or e-mail means for the customer to cancel the agreement within this period of time. The agreement shall state that if the customer cancels the agreement, the Marketer will provide the customer with a cancellation number.

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EXHIBIT B - 1

"REDLINED" TARIFF SHEETS

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 - (a) the telephonic enrollment conversation between the customer and the Marketer is being recorded;
 - (b) ~~the customer acknowledges that he or she is initiating the call;~~
 - (eb) the customer either:
 - (1) has reviewed the terms and conditions of the Marketer's offer and that the written terms and conditions constitute the entire agreement between the Marketer and the customer; or,

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- (ed) the customer's name;
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COLUMBIA GAS OF OHIO, INC.

Original First Revised Sheet No. 76b

**RULES AND REGULATIONS GOVERNING THE DISTRIBUTION
AND SALE OF GAS****SECTION VI- Full Requirements Aggregation Service**

- 2) Following telephonic enrollment pursuant to section 67(G)(1)(a)(1)(e)(2), the Marketer must mail to the customer at the address verified by the inquiry, a letter confirming the customer's enrollment. This letter must contain a copy of the identical terms and conditions of the Marketer's offer, including price and applicable taxes. This letter must also conspicuously inform the customer of the right to cancel enrollment by calling a prescribed toll-free telephone number within seven business days of receiving said letter of confirmation, and must inform the customer that if the contract is canceled the Marketer will provide the customer with a cancellation number.
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The telephonic enrollment procedures specified in this section may also be used for Commercial Customers that are not Mercantile Commercial Customers, with the exception being that the Marketer may initiate the telephone enrollment. Thus, section 67(G)(1)(a)(1)(b) of this tariff is inapplicable to the enrollment of Commercial Customers that are not Mercantile Commercial Customers.

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EXHIBIT C-3

STATEMENT EXPLAINING REASON FOR PROPOSAL

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Columbia is proposing to eliminate the requirement that only customers can initiate telephonic enrollment in the Customer CHOICESM Program.

The changes proposed to Columbia's tariff will permit a customer to enroll in the Customer CHOICESM Program when a marketer initiates the phone contact. This is a convenience to the customer, and will not affect the consumer protections for the customers under the tariffs. This reduction in administrative burdens on the customers will have a positive effect by streamlining the process to make it easier for the customer to participate in the program. This proposal is also consistent with the Commission's treatment of telephonic enrollment in The East Ohio Gas Company's open access program. Case No. 00-1370-GA-ATA, by Finding and Order dated August 24, 2000.