

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, : Case No. 13-274-AU-ORD
Natural Gas or Electric :
Services to Residential :
Customers Contained in :
Chapters 4901:1-17 and :
4901:1-18 of the Ohio :
Administrative Code. :
:
Ohio Development Services :
Agency's Rules Contained :
in Chapters 122:5-3 of the:
Ohio Administrative Code. :

- - -

WORKSHOP PROCEEDINGS

before Ms. Christine Pirik, Attorney Examiner, at the
Public Utilities Commission of Ohio, 180 East Broad
Street, Room 11-B, Columbus, Ohio, called at 10 a.m.
on Tuesday, March 5, 2013.

- - -

ARMSTRONG & OKEY, INC.
222 East Town Street, Second Floor
Columbus, Ohio 43215-5201
(614) 224-9481 - (800) 223-9481
Fax - (614) 224-5724

- - -

PANELS:

Panel 1

Ms. Tonja Stewart
Ms. Lisa Colosimo
Mr. John Williams
Mr. Randy Hunt
Ms. Sue Moser
Mr. Michael Realdi

Panel 2

Mr. Randy Hunt
Ms. Sue Moser
Mr. Michael Realdi

Panels 3 and 4

Ms. Beth Blackmer
Ms. Barb Bossart
Mr. John Williams
Mr. Chris Rhodes
Ms. Mary Vance

- - -

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

INDEX

- - -

Workshop Exhibit

Identified

1 "Low Income Utility Customers
in Ohio" presentation

54

- - -

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Tuesday Morning Session,
March 5, 2013.

- - -

EXAMINER PIRIK: Good morning. We are here for the workshop and 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 in Case No. 13-274-AU-ORD as well as Ohio Development Services Agency's Rules Contained in Chapter 122:5-3 of the Ohio Administrative Code.

My name is Christine Pirik. I am an Attorney Examiner with the Public Utilities Commission, and I will be moderating this workshop. Before we get started I would just like to give a brief overview of what we are hoping to accomplish at today's workshop and also lay out a few ground rules how we would like the workshop to proceed.

This workshop is being held in response to the issuance of the Common Sense Initiative as well as updates to Section 121.82 Revised Code which require agencies to evaluate their rules against a

business impact analysis and provide such analysis to the Common Sense Initiative Office. In incorporating the CSI requirements into the rule review, PUCO and ODSA has determined that a workshop is appropriate. The purpose of the workshop today is to obtain your feedback on the rules contained in Chapters 4901:1-17 and 18 and 122:5-3 of the Ohio Administrative Code.

You should have received a workshop agenda when you came in the door, and hopefully you've also signed in. If you have not, I am sure there are additional copies over there in the back of the room.

The first item on our agenda today relates to the PUCO and ODSA's rules regarding the Ohio Percentage of Income Payment Plan Program which are contained in the PUCO's rules for gas utilities in Chapter 4901:1-18 and ODSA's rules for electric utilities in Chapter 122:5-3. While considering potential changes to the rules for the PIPP program the staff of the two agencies have been coordinating their review of the rules in order to consider the establishment of clear and consistent rules for both the gas and electric utilities.

We'll go through the PIPP rules by topic area, and anyone who is interested to provide a

comment or question or concern for that topic would be asked to do so at that time. Following our discussion of the PIPP provisions, representatives from ODSA will take comments on other items contained in their Chapter 21 -- 122:5-3. From there the PUCO staff will take comments on the remainder of Chapters 17 and 18.

Although staff from both agencies may outline some of their suggested changes to the rules, we want to emphasize the focus of today's workshop will be on receiving your feedback on the current state of the rules and any recommendations that you have on how those rules could be bettered.

I also want to point out that anything you hear from staff today is totally a proposal. Both the PUCO or ODSA will be issuing their respective set of comments shortly after this workshop, at which time all stakeholders will be asked to submit written and reply comments to the proposals. The agencies will provide further information and instructions on the written comments process at that time.

While you probably notice there is a court reporter, and I mentioned that earlier, nothing that is said today will be considered binding on the

parties or the stakeholders in terms of the positions which you are taking on any issue. The transcript from today's workshop will be docketed in the PUCO's Case 13-274 and posted on ODSA's website in approximately two weeks. In addition, I would like to point out that today's workshop is being webcast on the PUCO's website. A video recording of the workshop will be archived in the PUCO website.

Today's workshop is just merely to open dialogue among interested parties and the staffs of the two agencies, but this workshop is not intended to substitute for the formal comment process. If you wish to raise a comment, question, or concern on a particular comment area, please raise your hand. Tina, who is sitting up front, has been kind enough to have -- she has a roving microphone, and we need you to speak into the microphone whenever you make a comment. She will be coming around and handing you the microphone. That way the webcast participants can hear it and we will be able -- everyone in the room will be able to hear it.

I will call on you when the time is appropriate and it's your turn to speak, but Tina will actually be in charge of who speaks next.

As you can see, we do have a large

audience today, and our interest is to have everyone have an opportunity to voice their comments; and to do so, we would hope that any comments that are being made today will be limited to a reasonable length of time. And, again, we will have an opportunity for written comment, and we hope that you will participate in that as well.

Are there any procedural questions as to how we are actually going to run the workshop itself before we get started?

Okay. For each section, as you can see on the workshop agenda, we will introduce each section separately, and we would ask that in order to organize the comments and the discussion on the topics, that you try to stick as close as you can to the topic area that we are discussing. We do understand that some of the issues intertwine with each other, but hopefully we will be able to go through the list. Some may be quicker than others, but any comments you have we will begin at that time.

Let's see, at this time I would like to introduce our first panel which is comprised of both PUCO and ODSA staff members. This first section, as you can see, it's No. 2 on the agenda, is the Percentage of Income Payment Plan rules. We are

1 going to start with the definition section which is
2 in Rules 18-01 and 3-01 for ODSA's rules.

3 So before I do that I will have the panel
4 that will be working on the PIPP rules proceed to
5 introduce themselves so you will know who all we are
6 up here.

7 MS. STEWART: Good morning. I'm Tonja
8 Stewart. I am the Low Income Program Specialist in
9 our Investigation & Audit Division.

10 MS. COLOSIMO: Good morning. I'm Lisa
11 Colosimo, the Investigation & Audit Division Chief.

12 MR. WILLIAMS: Good Morning. I'm John
13 Williams. I'm the Director of the Service Monitoring
14 & Enforcement Department here at the PUCO.

15 MR. HUNT: Hi there. I'm Randy Hunt,
16 Deputy Chief of Office of Community Assistance in the
17 Ohio Development Services Agency.

18 MS. MOSER: I'm Susan Moser. I'm the
19 Section Supervisor for PIPP Plus and the Electric
20 Partnership Program for the Ohio Department Services
21 Agency.

22 MR. REALDI: Michael Realdi, I'm with
23 ODSA legal.

24 EXAMINER PIRIK: So the first section for
25 discussion are the definitions for the PIPP rules

1 themselves. Lisa, do you want to introduce those?

2 MS. COLOSIMO: Yes. Both sets of rules
3 have a definition page, and today we were hoping that
4 folks may comment on the definitions, suggest new
5 definitions, clarification for any definition, or how
6 to better align the two sets of definitions.

7 EXAMINER PIRIK: Are there any comments
8 on the definitions themselves? If so, just raise
9 your hand and Tina will bring you the microphone. We
10 are hoping that this will be an interactive. I know
11 it's kind of awkward because we are sitting up here,
12 and you are all spread out there, but we are hoping
13 it will be more of a discussion format and that as
14 you speak, we can actually ask questions of you or
15 clarifications to be sure that we understand because
16 what we are going to do we are going to use your
17 comments today to formulate our eventual proposed
18 rules that will be issued by both agencies so it's
19 really important that we clarify any issues we might
20 question.

21 Yes.

22 MR. WILLIAMS: My name is Jim Williams
23 and I am with the Ohio Consumers' Counsel and I
24 notice that in the ODSA rules there's definition for
25 on-time payment and I don't believe that that same

1 definition exists in the PUCO rules. Is there any
2 consideration being given to aligning the requirement
3 for an on-time payment in terms of trying to ensure
4 that customers can -- that make the payments can take
5 advantage of as many programs as possible to receive
6 arrearage credits?

7 EXAMINER PIRIK: I think you bring up a
8 good point. As far as the definitions in general,
9 there are quite a few definitions that are present in
10 ODSA's section that are not necessarily present in
11 the PUCO's, and we are considering which of those
12 need to transfer over into the PUCO.

13 As far as the on-time credit itself.

14 MS. COLOSIMO: I think that is a
15 definition that we are looking to see should we add
16 that in the PUCO side of the rules so that we would
17 be in line and be similar.

18 MR. WILLIAMS: Thank you.

19 EXAMINER PIRIK: Anything else on the
20 definition section?

21 MR. RINEBOLT: Dave Rinebolt with Ohio
22 Partners. The other definition, and this is one that
23 appears in the Development rules and not in the PUCO
24 rules, but it's the definition of customer payment,
25 and I recently ran into a situation with a client who

1 had paid her PIPP amount, her income had been
2 reverified, and her PIPP amount had declined, so she
3 now wound up with a credit on her account.

4 EXAMINER PIRIK: Can you hold the
5 microphone closer to your face.

6 MR. RINEBOLT: There was a credit.

7 It's not on.

8 TINA: The battery is dead.

9 EXAMINER PIRIK: We'll just take a short
10 break here for a second.

11 (Off the record.)

12 EXAMINER PIRIK: Okay. Mr. Rinebolt,
13 could you maybe begin again so the whole room can
14 hear what you are saying.

15 MR. RINEBOLT: Yes. My question is
16 regarding a definition of the word "customer
17 payment." I ran across a situation with a client
18 whose PIPP amount was reduced as their status changed
19 from partially disabled to permanently and totally
20 disabled. They made the higher PIPP payment. When
21 they were reverified, the actual amount of their PIPP
22 payment became lower, so they wound up with a credit
23 on their bill. Does that credit constitute a
24 customer payment is the question because in the case
25 of this woman, she was not provided with the

1 arrearage credit that she should have gotten for
2 having paid her bill because she had a credit and she
3 wasn't making an actual payment. So it's an
4 anomalous situation, but I think there is a need to
5 define what constitutes a customer payment and that
6 that -- that definition be broad so that it includes
7 payment made as a result of credits on the customer
8 account.

9 MS. MOSER: I have a follow-up. Was that
10 a gas or electric account?

11 MR. RINEBOLT: This was on an electric.

12 MS. MOSER: Okay.

13 EXAMINER PIRIK: Yes.

14 MS. LUCAS: I'm Michele Lucas with
15 Harcatus Tri-County Community Action Agency
16 representing Harrison, Carroll, and Tuscarawas
17 Counties.

18 And my concern as we move through this
19 proceeding is that we get back to uniformity with
20 both the gas and the electric side because at the
21 local level when we are explaining and educating our
22 customers on PIPP Plus, which I was involved in the
23 creation of the original PIPP, did the original
24 survey that went out statewide in 1981 and led to the
25 creation of PIPP in 1983.

1 I've seen it transition. I am very happy
2 with its current status except for the fact that it's
3 difficult to explain to people two different rules
4 regarding the gas and the electric. If we have
5 uniformity, I think we'll have better participation
6 than what we even have now. Thank you.

7 MR. HUNT: Yeah. I might add to that we
8 have approached it this time around working much
9 closer with the PUCO and trying to align those areas
10 that have not been aligned. So that is our goal.
11 I'm not sure we will reach 100 percent alignment, but
12 I think it will be a lot closer than it has been in
13 the past.

14 MR. SMALZ: Yeah. Following up on the
15 comments by Michele Lucas and by Jim Williams of OCC
16 on the --

17 EXAMINER PIRIK: I'm sorry, could you
18 please state your name. I know who you are.

19 MR. SMALZ: I'm sorry. I'm Mike Smalz
20 with the Ohio Poverty Law Center, and I wanted to
21 follow up on the point that Jim Williams raised and
22 also furthering the theme of uniformity that was
23 raised by Michele Lucas and specifically on the
24 definition of on-time payment. Not only should the
25 Commission try to align the two definitions but in my

1 view the Commission should adopt the electric
2 definition of on-time payment for both gas and
3 electric PIPP.

4 The main reason to do so would be that
5 more low income PIPP customers would benefit from the
6 PIPP arrearage credit if that were implemented in gas
7 PIPP as well so I would strongly recommend that you
8 consider that recommendation.

9 EXAMINER PIRIK: Is there anyone else?

10 MS. RODGERS: Hello. My name is Shemeka
11 Rodgers on behalf of American Electric Power. And
12 AEP also supports moving the on-time payment
13 definition for gas customers to align with the
14 electric PIPP customers. Thank you.

15 EXAMINER PIRIK: Anything else on
16 definitions?

17 Yes.

18 MR. MORGAN: I'm Noel Morgan with Legal
19 Aid of Southwest Ohio, and I guess in line with the
20 comments that have been made with aligning the two
21 rules we're in a unique situation in Cincinnati where
22 Duke's rules have been aligned and there was, you
23 know -- there is a lot of give and take in how that
24 came about. And, you know, I would urge that once
25 you begin looking at alignment that, you know, there

1 be a consideration as to the impact on the customers
2 going one way or the other because I know when we did
3 the process of Duke's -- I don't know if we called it
4 alignment but whatever we called it, you know, there
5 were those that worked out favorable to customers and
6 those that worked out favorable to the company and it
7 kind of pick and choose and I would just say if we
8 get into that topic, that you give consideration to
9 which -- which is going to be most beneficial.

10 EXAMINER PIRIK: Anyone else?

11 Okay. Let's move on to our next subject
12 which is PIPP Plus eligibility verification and
13 payment requirements in Rules 12 and 13 of the PUCO
14 rules and 02 and 03 of ODSA's.

15 Lisa.

16 MS. COLOSIMO: These rules cover program
17 eligibility, both reverification process and
18 anniversary date process, payment percentage
19 requirements, and the requirement that weatherization
20 is -- customers must accept that if indeed they are
21 asked to be el -- to maintain eligibility for the
22 program. So these are what I consider the general
23 first line qualifications that a customer must meet
24 to participate in either PIPP Plus or Graduate PIPP
25 Plus.

1 Any comments on that?

2 EXAMINER PIRIK: Yes.

3 MS. RODGERS: Hello. Shemeka Rodgers for
4 American Electric Power. Under (H) which is under
5 eligibility following an account default or
6 disconnect for ODSA rules, AEP would like to see ODSA
7 begin to drop customers who if they are reported on
8 the CRR report one month for being disconnected and
9 they are on the report the following month, we would
10 like to see ODSA begin to drop those customers in
11 addition to the customers that have two consecutive
12 missed payments.

13 I think when we think about trying to
14 change the behavior through the new PIPP Plus
15 Program, we need to hold customers accountable for
16 making their monthly payments and also at the end of
17 that two-year program period for them hopefully if
18 they have made those payments and they will, in turn,
19 have a zero balance instead of having a large balance
20 at the end because of missed payments and not being
21 able to keep their regular payment arrangements.
22 Thank you.

23 EXAMINER PIRIK: And, again, you are
24 talking about Rule 02(H) in ODSA's rules.

25 MS. RODGERS: Yes.

1 EXAMINER PIRIK: Thank you.

2 MS. RODGERS: Thank you.

3 EXAMINER PIRIK: Anything else? Yes.

4 MR. RINEBOLT: Dave Rinebolt with Ohio
5 Partners for Affordable Energy. Just this is more of
6 a question or an issue to toss before the group, we
7 have the concept of an anniversary date in the gas
8 bills. We also have the concept of a reverification
9 and reverification date. And I know that the
10 Development has moved to try to stagger the
11 reverification process rather than have it occur just
12 once a year.

13 Now, I was wondering if there could be
14 some attention paid to doing a better job of
15 staggering reverification and perhaps harmonizing the
16 anniversary date with the reverification date so that
17 there aren't multiple dates out there that we have to
18 have our clients keep track of or that as program
19 administrators you have to keep track of.

20 EXAMINER PIRIK: Anything else? Are we
21 sure? This is a pretty big set of rules here but if
22 there isn't anything else, we'll move on.

23 MR. RINEBOLT: Oh, one more. Dave
24 Rinebolt again. The other point I wanted to bring up
25 was the requirement that customers on the program

1 accept weatherization services. Now, the rules tend
2 to speak towards the Federal Weatherization
3 Assistance Program, HWAP in Ohio, and the Electric
4 Partnership Program. But all of the major gas and
5 electric utilities in this state now also have
6 weatherization and energy efficiency programs, and
7 the rules don't speak to those. So that's something
8 I want to know for further discussion.

9 The second thing is that just because
10 someone is on PIPP does not mean they live in a
11 residence which could actually be weatherized. We
12 have a concept in weatherization called walkaways.
13 They are homes where there is too much structural
14 damage for us to do anything to those homes, so
15 warranting or requiring people to be weatherized when
16 they, in fact, can't be weatherized is something that
17 needs to be accommodated as well.

18 MS. COLOSIMO: Dave, I have a question
19 for you. Could you clarify for me, do you think the
20 rules need to be rewritten to add these other utility
21 programs specifically? Because the rules are pretty
22 general there. I wasn't sure if you've seen a
23 problem. That customers -- because actually the rule
24 says apply for all weatherization for which the
25 customer is eligible. So what are you thinking?

1 MR. RINEBOLT: Well, in fact, for all of
2 the companies use a combined application. They
3 really feed off the single application that's used
4 for all the rules with the exception of some of the
5 Duke programs, and I'm not sure how they operate. If
6 you believe it's generic enough, that's fine.
7 Certainly we want to provide services to anyone who
8 wants them to the extent the funding is available.

9 I think we are, however, back in the same
10 situation that we were pre-ARRA. Prior to ARRA that
11 requirement was in the rules but it was regularly
12 waived by the Commission as a part of the winter
13 reconnect order docket because there were inadequate
14 resources to weatherize all the people that, you
15 know, could use it.

16 Post-ARRA we are in the same situation
17 again. We now have fairly long waiting lists at the
18 agency level, and while we try to deal with those and
19 prioritize among those clients, it's difficult for us
20 to reach everybody that could benefit from the help
21 so just some concepts that we need to be aware of as
22 we move through the rules.

23 EXAMINER PIRIK: Mr. Rinebolt, could just
24 state for the record -- I know you said ARRA, but I
25 want to be sure the record is clear as to what that

1 is.

2 MR. RINEBOLT: The American Reinvestment
3 and Recovery Act --

4 EXAMINER PIRIK: Thank you.

5 MR. RINEBOLT: -- which gave us
6 \$267 million of DOE money to weatherize homes. We
7 now have zero money from DOE to weatherize people's
8 homes.

9 MS. MOSER: Dave, I have a clarifying
10 question. When you were talking about making sure to
11 apply to the utility programs, are you saying that
12 you would like for the customers to be under the same
13 requirement if they don't accept the utility program,
14 that they would be dropped from PIPP?

15 MR. RINEBOLT: I think that's an issue
16 that bears some discussion. We have not -- I have
17 not had any agencies report to me that people have
18 turned down, but we are usually dealing with willing
19 customers.

20 The one exception to that might be a
21 multi-family scenario where we are doing a large
22 number of multi-family utilities, and we might have a
23 client in there who is on PIPP who doesn't want their
24 unit to be served. I've not heard of that from
25 people. We usually are pretty good at talking

1 landlords into making sure everybody accepts the
2 service so it's something I'll reach out to the
3 agencies on and see if we have any examples that
4 warrant -- that are worth discussing as we move
5 through the rules process.

6 EXAMINER PIRIK: Yes.

7 MR. WILLIAMS: I'm Jim Williams with the
8 Ohio Consumers' Counsel and there was a report that
9 was filed in this docket that was an analysis that
10 was performed of the PIPP Plus Program. It showed
11 the payment compliance for the electric PIPP was
12 79 percent, and I believe it was slightly less,
13 perhaps 68 percent for gas, and which seemed to me
14 based upon the data that was provided originally when
15 PIPP was first being modified two years ago, seems to
16 indicate that the payment compliance has
17 significantly improved over that period of time and
18 that perhaps as both ODSA and the PUCO are looking at
19 these rules, maybe it should be looked at in terms of
20 there aren't many missed PIPP payments, and to the
21 extent that the missed PIPP payments, some type of
22 additional leeway can be provided to prevent
23 customers from being harmed when there is an
24 occasional missed payment, that may be beneficial for
25 the public and improve the overall program.

1 MS. GEORGE: My name is Heidi George. I
2 represent Montgomery County CAP, PIPP, HEAP intake.
3 I have a question concerning the application process
4 of applications mailed into the state versus
5 customers who come into the office. It seems as if
6 customers who mail their information in are able to
7 provide less information than those coming to the
8 office. Just so there can be some consistency with
9 that process.

10 MR. HUNT: Actually our staff that
11 actually processes the applications received, the
12 mailed ones, oftentimes we are going back sending
13 letters back to the applicants because there is
14 missing information. Probably the most common is
15 income verification. So I don't have the numbers off
16 the top of my head, but I wouldn't say that it's more
17 lenient in terms of going directly to our mail-in
18 application process because they are screened and
19 anything that is missing a letter is mailed back to
20 the client and asking for the correct information.

21 EXAMINER PIRIK: Are there any other
22 questions with regard to eligibility verification or
23 payment requirements?

24 Okay. Seeing none we'll move on to
25 incentive programs, zero income waiver, PUCO Rules

1 18-14 and ODSA's 3-04. Any comments on these rules?

2 Lisa.

3 MS. COLOSIMO: These particular sections
4 cover both the regular PIPP Plus Program and the
5 Graduate PIPP Plus Program. So if you have any
6 comments about how the incentives are designed or
7 credited, anything about zero income waiver which is
8 specific to electric, there is not that same
9 provision in the gas side, this would be the time to
10 comment, please.

11 MR. HUNT: And I would like to add too
12 one of the things we have been looking at, just to
13 throw it out, credit for on-time payments. Of
14 course, we work on a 12-month cycle right now; and,
15 you know, you get that one-twelfth of the arrearage
16 credit. We considered extending that, maybe 18
17 months, maybe for Graduate PIPP, and so we would be
18 interested in any comments whether the 12 months is
19 the right number or whether it would benefit from
20 having it extended.

21 EXAMINER PIRIK: Does anyone have any
22 comments?

23 MS. RODGERS: Hello. Shemeka Rodgers on
24 behalf of AEP. And this is for ODSA's Rule 3-4
25 relating to the 180-day waiver. AEP would support

1 aligning this with the actual gas company and
 2 eliminating the 180-day waiver. For PIPP customers
 3 we feel by them not having to make a payment during
 4 that 180 days they are not getting the advantage of
 5 the delta credit so their PIPP arrearages are
 6 continuing to grow within the time period, and then
 7 they are also not taking immediate advantage of
 8 getting the PIPP arrearage credit also.

9 And one other comment just related to the
 10 actual PIPP Graduate Plans. AEP also supports going
 11 down to just having one Graduate PIPP Plus Plan, and
 12 we do support having the transition plan since that
 13 typically is the plan that most of our customers take
 14 advantage of because it most times gives them a lower
 15 monthly installment when they use the transition
 16 versus the budget metered plan.

17 EXAMINER PIRIK: Thank you. I believe
 18 Mr. Smalz up here in front, Tina, is next.

19 MR. SMALZ: Yes. Again, this is Mike
 20 Smalz with the Ohio Poverty Law Center. On the issue
 21 after aligning gas and electric PIPP with respect to
 22 zero income customers, I would recommend actually
 23 that the gas/electric PIPP rule be aligned with the
 24 electric rule and that both gas and electric PIPP
 25 take account of reality that there are indeed some

1 low income households that for temporary periods of
2 time have no income, no disposable, no available
3 income, and in recognition of that reality and of the
4 extreme hardship that would be imposed by denying
5 PIPP or denying service to those households, that the
6 gas/electric PIPP rule be amended to allow the
7 180-day waiver of the \$10 minimum payment.

8 And the other provision in the electric
9 PIPP rule is that can only be invoked once during a
10 five-year period. That also seemed realistic but the
11 point is that for those households that do
12 temporarily reach a state where they have no income,
13 they are totally destitute, we have to recognize
14 that, and the electric PIPP rules currently do and
15 the gas PIPP rules don't, so the gas PIPP rules
16 should match the electric PIPP rules in that respect.

17 MS. LUCAS: Michele Lucas with Harcatus
18 Tri-County Community Action. Sorry, Mike, but I
19 disagree. We see a number of customers who come in
20 and claim as zero income, and under our requirements
21 for winter crisis and summer crisis as well as the
22 state HEAP, we are required to demonstrate how they
23 are existing. If they are living in a place where
24 they are required to pay rent, we need to make
25 referrals so that that rent is paid. We need to make

multiple referrals so that that individual can get by for a month or two, but it also includes some means of paying a minimum payment on their utilities.

And if they have been on PIPP Plus or regardless if we are putting them on PIPP Plus at that time, again, they are missing out on the opportunity to receive that credit against their balance and to establish a routine where they have payments that are due on time and in full, our attitude, at least at my agency, is that we are educating and encouraging, not enabling. Thank you.

MS. MOSER: If I could make a comment, I did a poll of the electric utilities, and as of the end of January, there was a grand total of 744 customers who were on the zero income waiver across the state. So as Carol was just saying, I think a lot of the agencies are encouraging them to be on the \$10 minimum payment. There are not a lot of people on that program.

MR. RINEBOLT: Dave Rinebolt with Ohio Partners. I just make a quick comment, as the Staff report noted, the electric program has a post-PIPP Plus Program that allows people to close out accounts and then eliminate their arrearages. We would support extending that to gas PIPP as well. I think

1 that provides an opportunity for households who are
 2 going to relocate for economic reasons or that are
 3 dissolving or moving in with other family members to
 4 at least keep their credit clear and come up -- and
 5 it provides an approach to resolve those problems for
 6 families so that kind of flexibility not only just
 7 for people who income -- become income ineligible for
 8 the program but people who voluntarily choose to
 9 leave the program and close accounts so they can
 10 eliminate their arrears and clean up their credit is
 11 important.

12 EXAMINER PIRIK: Are there any other
 13 comments or questions?

14 MS. MOSER: I have a question for them,
 15 if I may. I was wondering under the electric rules
 16 when we moved into PIPP Plus, we had a bunch of
 17 customers who were on the PAC and other programs like
 18 that. Some of those customers if they didn't choose
 19 to go on Graduate PIPP, have remained on the PAC
 20 programs. I was wondering if we have any comments
 21 about those customers that are still out there on the
 22 PACs. Does it make sense to still leave them there?
 23 Should we be considering something else? Does it
 24 matter? I guess that's more for the electric
 25 utilities but.

1 MS. RODGERS: Thank you. Shemeka Rodgers
2 for American Electric Power. And so we would
3 actually like to see for that -- for those old PIPP
4 arrearage credit programs to be discontinued and if
5 we can move those customers to one of the PIPP Plus
6 Graduate Programs, I think that will be more
7 beneficial for them in trying to get those balances
8 paid. And when they do open new services and their
9 accounts are closed, it provides a better option for
10 them to get that balance paid at that point also.

11 EXAMINER PIRIK: Thank you. Anything --
12 any other response?

13 MR. WILLIAMS: Jim Williams with the Ohio
14 Consumers' Counsel. And when you were asking that
15 question, Susan, it kind of begged the question of
16 how many customers are on these kinds of Legacy PAC
17 programs and that type of information might be useful
18 for us as we kind of consider looking at a
19 standardized arrearage crediting as opposed to
20 eliminating the PACs outright.

21 MS. MOSER: I have those numbers. And
22 this is as of the end of January when I pulled the
23 utilities, AEP had 2,668; FirstEnergy for Cleveland
24 Illuminating, they had 1,974, Toledo Edison had 962,
25 Ohio Edison had 3,705. In Duke as part of the

1 alignment with Duke so they only had one set of
2 rules, they went by the gas rules so all of their
3 people who were on PACs were transitioned to Graduate
4 PIPP Plus so they had none. DP&L, their Fresh Start
5 Program was finished, and as of right now, they have
6 22 customers that are still eligible to receive
7 DP&L's old arrearage credits.

8 MR. RINEBOLT: Thank you. Dave Rinebolt,
9 Ohio Partners. And this is more of a comment than it
10 is -- and it's kind of a generic one, you know,
11 Ms. Moser has been able to give us some data. That
12 data wasn't available to us appearing to comment at
13 this workshop. In fact, data that constitutes the
14 PIPP metrics that are referred to in the staff report
15 is data that's not available to those of us who are
16 participating in this workshop so I would urge that
17 the type of statistical data that has been made
18 available to staff that's been developed by
19 Development through the OCEAN system be made
20 available to people who are interested in commenting
21 on these rules.

22 I mean, obviously the alternative is you
23 can file a government records request, but I think if
24 we dealt with this more cooperatively, it would lead
25 to a better outcome for all of us.

1 EXAMINER PIRIK: Any other comments?

2 Okay. We'll move on to the next session.
3 Removal from programs, Commission Rules 18-15, 18-17,
4 and ODSA's 3-02.

5 MS. COLOSIMO: These rules cover
6 specifically reasons why a customer can be removed
7 from a PIPP program which include nonpayment, what
8 happens when a customer does not reverify, so any
9 comments about that.

10 I do believe that those -- that there are
11 areas here that the Development rules and the
12 Commission rules do not align, and I would be very
13 grateful for any feedback as to how better to align
14 those two.

15 EXAMINER PIRIK: Comments? Yes.

16 MS. REED: Hello. My name is Karen
17 Turner Reed. I am the HEAP Director for Warren
18 County Community Services. Basically I don't know
19 about the aligning of the rules. I don't want to
20 mention that but what I do want to say is I believe
21 that the terms of the agreement actually work for
22 those who adhere to the terms of the agreement.

23 So what I would like to see is
24 continuation of terms and agreement. For those who
25 don't follow the terms of the agreement there is

1 always going to be a percentage of those people and
 2 those are the people we need to target to possibly
 3 see if we could give them some sort of education plan
 4 in order for them to, if they default on their PIPP,
 5 then maybe we can offer them an education process,
 6 but for the 90 percent who are following the terms of
 7 the agreement, this program works. And I would like
 8 to see that continue.

9 MS. LUCAS: Michele Lucas, Harcatus
 10 Tri-County Community Action. We kind of went through
 11 a lot of these areas in discussion through Consumers'
 12 Counsel and some other groups that I belong to, and
 13 for the most part alignment is going to work, but I
 14 don't know which side of the fence we need to stand
 15 on.

16 The point at which participants are
 17 dropped from the program for failure to make
 18 payments, I wholeheartedly support the electric side.
 19 You know, two times you're out. Let's not carry this
 20 on to an anniversary date. People need to understand
 21 that we have rules, that rules need to be adhered to,
 22 and if you don't follow the rules, then you're going
 23 to be dropped from the program. And it's not going
 24 to be easy to get back on it again.

25 That is picked up with some areas that we

1 were discussing about how to go about getting back
 2 on, reenrollment after service is disconnected due to
 3 failure to make payments, or if a customer is dropped
 4 from the program and service is maintained. I kind
 5 of like the electric side. Participants must pay all
 6 the installments owed prior to being dropped and the
 7 current monthly charges. If there is no penalty for
 8 getting back where you need to be, what is the
 9 incentive to make those payments every month on time
 10 and in full?

11 We have been educating our customers in
 12 the three counties that I am responsible for that
 13 it's coming. You are not going to be able to get
 14 away with playing games. We are one month you pay
 15 your gas bill, the next month you pay your electric
 16 bill, and you go back and forth. And if, you know,
 17 you monkey around long enough, you have got until
 18 your anniversary date, and eventually it's messed up
 19 completely.

20 Reenrollment after being dropped for
 21 failure to reverify, this is one where I jump the
 22 fence and I kind of like the gas side. Customers
 23 must reverify and must be current and pay all
 24 installments owed prior to being dropped and the
 25 current monthly charges, not the PIPP but the current

1 monthly charges for service for those months that the
2 customer was noted enrolled in the program.

3 Again, I don't see where either gas or
4 the electric side is always right, but I think what
5 we need to do is stand firm. We've got an education
6 plan. We do have a large percentage of people who
7 are participating as instructed. And I think that
8 those that either can't or won't need to be educated
9 in how to be able to be responsible, maybe it's going
10 to take, you know, some sort of a financial literacy
11 course, but we have no requirements for a lot of the
12 stuff that we do with HEAP. It's give, give, give.

13 I have been doing this for over 30 years.
14 I've seen giving. I've seen it grow. I've seen it
15 shrink. But the thing is we still have nothing that
16 we're asking in return of that customer. If they get
17 in trouble, I believe we should require a financial
18 literacy course that says you will learn how to
19 manage this, and if you don't have enough money
20 coming in for what your rent and utilities, et
21 cetera, are adding up to, then we are going to have
22 to sit down and talk because you're not in the right
23 place for where you need to be. Thank you.

24 EXAMINER PIRIK: Thank you.

25 MS. REED: Karen Turner Reed again from

1 Warren County. I just second. I have run a county
 2 program for 14 years. I just second everything this
 3 nice young lady to the left of me says. We see the
 4 abundance of people who want to default, but we also
 5 see the -- how the program does work by people
 6 maintaining and staying on the terms of the agreement
 7 and following the rules. So I also ask the
 8 Commission and I would also ask the OCA side to
 9 consider that, consider sticking with the rules and
 10 adhering to those because we don't want to go a step
 11 backwards with these people. We want to continue
 12 this education program and telling them it is going
 13 to benefit you to stay on this program, to make your
 14 payments on time and in full, and I just want to back
 15 up what she said. I agree wholeheartedly.

16 EXAMINER PIRIK: Thank you. Any other
 17 comments? Yes.

18 MR. SMALZ: Yeah. I would just ask the
 19 Commission to keep one point in mind when it
 20 considers, you know, the issue of disconnection
 21 reenrollment. Most of the customers on PIPP tend to
 22 be well below the 150 percent maximum income
 23 eligibility level. Many of them, I am not sure of
 24 the exact percentages now, are very low income, that
 25 is at 50 percent or below the federal poverty level.

1 Some of them do find themselves in
2 circumstances. They may be rare as Susan Moser
3 pointed out where they have no income at all and
4 can -- temporarily cannot afford to pay anything.

5 Also it's important to remember that the
6 PIPP payments -- the customer is making a payment and
7 they are making typically 12 percent of their income
8 as their monthly utility payment which is probably
9 much more than most of us in this room pay for their
10 utilities. It's true they aren't paying the full
11 bill cost or charge, but as a percentage of their
12 income, as a burden on their household finances, they
13 are already under PIPP paying more than most of us
14 here, and we should remember that when we consider
15 whether we are going to penalize people for missing
16 one or two PIPP payments and what it should take for
17 those customers, those very low income customers, to
18 reenroll in PIPP.

19 MS. HARRELL: Hello. I'm Colette
20 Harrell. I am the Breathing Association HEAP
21 Director, probably one of the two agencies in the
22 state of Ohio that is not community action.

23 I do want to say after doing social
24 services for 35 years, that we can get weary and wore
25 down doing that. Sometimes when we get up and we

1 talk, we have been doing this for 20 years and 15
2 years and we're battle weary. On the other hand, let
3 me say this, that there is a reason why we are
4 dealing with low income people, and low income people
5 are low income because they don't make the same
6 decisions we make the way we make them.

7 And because one of the things I don't
8 hear when I hear mandatory rules is mandatory
9 education. And so one of the things that I would
10 like to put on the table is that while we start
11 looking at taking away safety nets, that there is
12 some mandatory education involved in terms of sitting
13 down with people because many times people don't
14 listen until they have to listen.

15 And so once you are at a point where you
16 are going to be shut off, you owe \$600, you are only
17 getting 798 a month or you are only getting \$710 a
18 month because you are on SSI which is already
19 determined, you're disabled so that you are unable to
20 work. And we're saying that, well, then we are going
21 to look at your rent, and we are going to look at
22 this and that, but at the same time I don't want to
23 live next door to where there is shooting going on
24 every day because someone disabled, I'm vulnerable in
25 this population, so I want to try to spend enough

1 money to get as far away as I can from that.

2 So then we go back to what is
3 self-sufficiency and are they allowed to have
4 self-sufficiency. So as we go forth and we begin to
5 discuss all of the rules, we have to also discuss the
6 customers who are actually using these rules and who
7 are actually mandated under these rules.

8 And so I would say that we should really
9 look at whether or not on our basis that we do direct
10 services, we also have mandatory education that when
11 we see people missing that two payments, that they
12 receive a letter that they need to come back in for
13 some type of education. They need to come back and
14 sign something stating that they have been told was
15 going to happen versus we just pull the safety net
16 because, let's face it, after they have been waiting
17 all morning to get in and they get their assistance,
18 they just want out the door. They didn't hear
19 anything you said. They signed whatever you told
20 them to sign.

21 But when it's time for them to listen,
22 that's the time that education will work. Thank you.

23 EXAMINER PIRIK: Thank you.

24 Any other comments?

25 MR. RINEBOLT: Dave Rinebolt with OP&E.

1 And I'll just make two quick comments from some of
 2 the things we've heard. As you may or may not know,
 3 when our agencies see clients, both community action
 4 and noncommunity action, there's a mix, that they --
 5 the agency gets an \$8 payment per customer seen,
 6 okay? The average time that an intake worker gets to
 7 spend with a client is 18 minutes. So you don't have
 8 a lot of time to do a lot of education in that -- in
 9 that 18 minutes. You have got a bunch of other
 10 things you have got to do so if we are to emphasize
 11 education to the clients, we've got to come up with a
 12 way to pay for it.

13 And we have got to have the time to
 14 deliver the education. There is a limited number of
 15 chairs, limited number of computers, and to spend
 16 more time with the client means you are going to need
 17 more of that because at the same time we get
 18 complaints because there are lines outside the door
 19 in the beginning of the morning when we open up shop.

20 So there's a balancing act here, and so
 21 we've got to balance the need to educate, the need to
 22 get compliance, and the need to avoid being overly
 23 punitive based on the availability resources that
 24 we've got.

25 Second comment I'll make real quickly is

1 that we've been able to work with a number of the
2 utilities to secure fuel fund dollars that we have
3 been able to utilize with some PIPP customers who run
4 into a special situation where they can't make their
5 payment, and they are able to come in. Now, fuel
6 funds are not always available to PIPP customers. We
7 believe that it has been helpful in keeping people
8 payment compliant when they have an emergency
9 situation.

10 But some of those fuel funds are going
11 away. No one knows whether they are going to
12 continue beyond their existing authorized date and so
13 that's another factor into this mix that we need to
14 consider.

15 EXAMINER PIRIK: Other comments? Anyone?

16 Okay. We'll move on to our next segment,
17 Graduate PIPP Plus, companies' specific arrearage
18 credit programs and post-PIPP Plus, PUCO Rule 17 and
19 ODSA Rule 04(B)(5).

20 MS. COLOSIMO: These are rules that we
21 have talked about and had some comments already. If
22 there are any additional comments about this,
23 specifically the companies' specific arrearage
24 crediting programs are for electric only. There is
25 no such option for the gas customer. Post-PIPP Plus

1 is also an option for electric only so if there are
2 any additional comments about that, I do hope that
3 staff, that we can make suggestions to align the
4 programs so that we don't have differences here.

5 EXAMINER PIRIK: Comments?

6 MR. SMALZ: Mike Smalz of the Ohio
7 Poverty Law Center. I believe Dave Rinebolt earlier
8 commented that the gas PIPP rules should be amended
9 to incorporate a post-PIPP program, and I would
10 second that recommendation.

11 MS. HARRELL: Colette Harrell, the
12 Breathing Association, the 18-month Graduate PIPP
13 Plus, I would definitely agree with that simply
14 because I think people do need 12 months, and 12
15 months is a good time period. However, many people
16 get on the program, already three to four months have
17 already ticked away, and so I think the 18 months
18 actually gives people time to try to get a 12-month
19 period in there where they can pay one-twelfth of
20 their arrearage be forgiven so I think 18 months is a
21 good rule for you to amend and change to.

22 MS. MOSER: Colette, let me ask you a
23 question, you are recommending that the Graduate PIPP
24 Program would require 12 payments within an 18-month
25 period so it would still be a one-twelfth credit but

1 instead of it beginning -- could still begin
2 immediately, the customer would have an 18-month
3 period to make those 12 payments instead of 12 months
4 straight on, right? That's what you're suggesting.

5 MS. HARRELL: I'm suggesting 18 months no
6 matter how you want to do it for them to get those 12
7 payments, and the reason I say that is because you
8 have to clear your past balance before it starts.
9 Many times people are two months in before it starts.
10 Many times people from the time that they are regular
11 PIPP program and they are getting on Graduate PIPP,
12 there has been some months so they are not getting
13 that 12-month period to make that change so sometimes
14 when they get on, they are like, well, I only have
15 eight months. How am I going to get this caught up?
16 And they can't so if we are going to do a 12-payment
17 plan, then let's do a 12-payment plan.

18 MS. MOSER: I have a follow-up question
19 on that. The 12-months' payment plan would work very
20 well for the arrearages but part of the Graduate PIPP
21 Plan like the regular PIPP Plan is that the customer
22 gets the current -- the rest of the current bill that
23 isn't covered by the PIPP installment written off so
24 if in an 18-month period, the customers make 12
25 payments but there are 6 payments they didn't make,

1 and they didn't get those arrearage credits, how
2 would we work with those so that the customer still
3 doesn't have an arrearage when they come off after 18
4 months?

5 MS. HARRELL: And that's a very good
6 question and I'm going to let you sit down and think
7 that through.

8 MS. MOSER: Thank you.

9 MS. HARRELL: No. Seriously, again, when
10 she first brought it up, that's why I said I'm not
11 sure. This is the first I've heard of having that
12 opportunity. Of course, it would need to be thought
13 through on whether or not we are talking 12 payments
14 or 18 payments, but I guess what I am trying to say
15 is for many people that are starting the program they
16 don't have that amount of time. So unless you want
17 to delay and start Graduate PIPP when they actually
18 clear up their bill and then start 12 months, I don't
19 know. But a lot of people that are getting on
20 Graduate PIPP, we're finding they are not getting the
21 opportunity to have the entire 12-month plan. I'll
22 be glad to sit down with you, Susan.

23 MS. MOSER: Hey, I am looking for ideas
24 too.

25 MS. HARRELL: Okay.

1 MR. MORGAN: Just a quick comment on the
2 Graduate PIPP and this is only an impression from
3 having dealt with clients periodically. Noel Morgan
4 from Southwest -- Legal Aid of Southwest Ohio. And
5 that's that I've found clients didn't even know they
6 were on Graduate PIPP. For whatever reason they came
7 off of PIPP, and then the company is calculating --
8 calculating a bill based on Graduate PIPP. They
9 don't really understand what it is.

10 And kind of in that same regard people
11 talk about education. I think you know we
12 anticipated a nightmare of people not being able to
13 understand new PIPP, and I have been surprised that
14 it's worked as well as it has, but it is a very
15 complicated program. Those of us who work with it
16 every day still don't understand a lot of the things
17 in it or can remember them. And I think the more
18 that you can build education into both Development
19 and the PUCO the better it's going to be.

20 Whether people fully understand
21 anniversary dates, reverification dates, they can
22 understand pretty much on time and in full, but
23 beyond that I don't think they really have much
24 understanding of what's going on.

25 EXAMINER PIRIK: Other comments?

1 Okay. Now, we are into the miscellaneous
2 section of the PIPP rules, just in general with
3 regard to the PUCO Chapter 18 and ODSA's Chapter Rule
4 3. The question is whether or not there are any
5 miscellaneous comments that anyone would like to
6 bring up with regard to these two sets of rules.

7 MS. RODGERS: Thank you. Shemeka Rodgers
8 on behalf of American Electric Power. And this is
9 going to be in relation to 5-3 for ODSA rule for
10 reporting. Under the CRR report we've had some
11 concern the CRR report implies that a customer is
12 only on one PIPP status each month, and for us to
13 comply with the reporting rules we have to aggregate
14 all of those transactions that occur during the month
15 into one status code on the CRR report each month.

16 And we just feel it's been difficult for
17 us to program this and could potentially pose some
18 unnecessary challenges when we get to the actual PIPP
19 audits trying to trace all that back to the customer
20 and their statuses back to that one individual
21 customer. And we feel that a solution would be to
22 report all PIPP transactions individually for a
23 customer with the date of the transaction and the
24 appropriate PIPP status.

25 MS. MOSER: So we would -- for each line

1 item, for each row in the report, you would add on to
2 the end the statuses and have a date field next to
3 that going out so we would still have one row per
4 customer?

5 MS. RODGERS: Right, but we would still
6 capture all of their PIPP statuses that occurred
7 during the month they went active to a Graduate Plan
8 and back to a dropped status. We would like to be
9 able to reflect that on the CRR just for tracking
10 purposes.

11 MS. MOSER: Okay. At the end of the day
12 when you're rolling up the amounts in the -- into the
13 reporting the remittance agreement -- remittance and
14 reimbursement reports, 301 and 302, would you be --
15 how would you be reporting -- are these active PIPP
16 customers or inactive PIPP customers and what pot of
17 money would you be putting the money and how would we
18 be able to track that?

19 MS. RODGERS: For that, Susan, I would
20 likely have to get back to you because the CRR report
21 is actually managed through our revenue manager, and
22 he was not able to make it today. He just provided
23 comments. I can definitely go back and get more
24 information, and we can just send that through with
25 our comments on the actual rules.

1 MS. MOSER: Okay.

2 MS. RODGERS: Thank you.

3 EXAMINER PIRIK: Are there -- with regard
4 to what AEP just mentioned are there any other
5 electric companies that would like to comment on that
6 proposal so that ODSA has the benefit of that input?

7 Okay. Other comments miscellaneous?

8 MS. LUCAS: Michele Lucas with Harcatus
9 Tri-County Community Action. I have a notation here
10 of participant has utility service that is not
11 associated with space heating. This is -- this has
12 been an issue with our winter crisis and summer
13 crisis intake because it is confusing. We can't
14 provide emergency assistance to someone unless that
15 utility is responsible for heating their home,
16 whether it be gas or electric.

17 And I have mixed emotions about whether
18 someone should be eligible for PIPP Plus if it's not
19 heating their home. We have a number of people in
20 the rural area who heat with wood. It's not tied
21 into an electric fan so, you know, they got a wood
22 burner in the middle of the living room and that's
23 their home heat or a wood burner in the basement and
24 they just by gravity heat the rest of the space.

25 But in thinking about this on the way

1 here, I need to keep in mind also how frightening it
 2 would be to be able to heat your home, but you have
 3 absolutely no way of seeing what you're doing. If
 4 the power is out, that's one thing. It is scary,
 5 and we've all lived through that one time or another.
 6 But I believe that even our lower income customers
 7 have the right to be able to maintain a utility
 8 service if it is not tied to their home heat. And
 9 that might possibly be considered through PIPP Plus.
 10 Thank you.

11 EXAMINER PIRIK: The lady in the back
 12 first and then we'll come to you. No, that's
 13 correct, the lady, did you have a comment?

14 MS. REED: I did have a comment.

15 EXAMINER PIRIK: Yes, go ahead, the
 16 gentleman up front, but you're next.

17 MS. REED: Karen Turner Reed again from
 18 Warren County Community Services. I just wanted to
 19 say something about the OCA side. A couple months
 20 ago, actually about three or four months ago, I had
 21 requested a report from OCEAN that would give me an
 22 accurate number of how many reverifies we are seeing.
 23 And they didn't have a report that would tell me that
 24 information so I would just say too that's an
 25 important component of what we do in all day long

1 PIPP reverifications.

2 So I would just ask OCA to take a look at
3 building a report in motion so we would have that
4 information. This is not an approved application
5 account. This is just a reverification account.
6 Thank you.

7 EXAMINER PIRIK: Now the gentleman right
8 here.

9 MR. MORGAN: Just a quick follow-up to
10 Michele's comment about whether it's a heating
11 customer, and Duke now goes with the rule that you
12 don't have to be a heating customer. And I think
13 it's important for something that often doesn't get
14 thought about, but if you have a person who has some
15 prior account, moves into subsidized housing or any
16 other housing where there is a master meter heat,
17 that person still has to deal with the electricity,
18 and it's often the case that an old delinquency from
19 the electric company bars them from getting service
20 unless they can get on PIPP and go forward with PIPP,
21 and we used to see that very often increasingly
22 public housing is going to mas -- or nonmaster
23 metered, for at least the lights and the electricity,
24 even if there is master metered heat, and we found in
25 that dilemma that they are unable to get service for

1 their electric but we used to before the rule
2 changed.

3 And I would urge that if you look at
4 consolidation of the rules, realignment of the rules,
5 that the -- we stick with the rule on the whichever
6 side it is that you don't have to have a heating
7 account.

8 I'm sorry, I apologize, Noel Morgan with
9 Legal Aid of Southwestern Ohio.

10 EXAMINER PIRIK: Thank you. Other
11 comments?

12 Okay. Why don't we take just a short
13 couple minute break while we change our panel
14 configuration up here and then we will begin with
15 ODSA's rules. So it's only going to be like a
16 3-minute break so please don't leave the room unless
17 you have to.

18 (Recess taken.)

19 EXAMINER PIRIK: At this time we are
20 going to begin our panel, and I believe our panel
21 participants are the same individuals from ODSA that
22 were up here the last time. But these are the
23 remaining rules in the ODSA's Chapters dealing with
24 everything other than what we already talked about.
25 I don't know how else to explain it, but Randy is

1 going to give more information on this topic.

2 MR. HUNT: Yeah. I would just add these
3 are the rules that have no PUCO counterpart. They
4 apply exclusively to the electric PIPP Plus so I
5 guess we could start with definitions again and see
6 if anyone has any comments or input on definitions.

7 EXAMINER PIRIK: Why don't we move on to
8 the utility remittance in Rule 5.

9 MR. HUNT: Okay. These rules govern
10 developing relationships with utilities, No. 1, what
11 they can bill to the fund. For example, a utility
12 cannot bill the funds for any changes to a customer's
13 account or any time that the service was disconnected
14 or the client was not an active PIPP participant.
15 No. 2, how long the utilities treat security deposits
16 on a client's account, the billing requirements,
17 reporting requirements. And, thirdly, when the
18 invoice is due to Development, when payment will be
19 made.

20 EXAMINER PIRIK: Are there any comments?

21 MS. MOSER: The electric utilities don't
22 have anything in here you would like to see changed?

23 EXAMINER PIRIK: We'll move on to
24 aggregation.

25 MR. HUNT: I am sure there will be some

1 members on aggregation, provides the option to
2 aggregate the PIPP Plus Programs to competitively bid
3 out the generation service for these clients. I knew
4 David would have a comment.

5 MR. RINEBOLT: Dave Rinebolt with Ohio
6 Partners for Affordable Energy. And this will be
7 real brief, I'll just invoke an old Nike commercial
8 "Just Do It."

9 EXAMINER PIRIK: Anyone else?
10 Move on to administration of funds under
11 the Director's jurisdiction.

12 MR. HUNT: Okay. This is where we
13 provide guidance in cases where rules for federal
14 programs conflict with the PIPP rules. It also
15 provides guidance on the establishment eligibility
16 guidelines for their federal programs and the
17 relationship with PIPP.

18 EXAMINER PIRIK: Any comments?
19 Move on to energy efficiency,
20 weatherization, and consumer education, Rule 8.

21 MR. HUNT: Yeah. What this does it sets
22 out high level criteria for the EPP and customer
23 education programs.

24 EXAMINER PIRIK: Any comments?
25 Are there any miscellaneous comments

1 about any of the remaining ODSA rules?

2 MR. HUNT: One issue we might throw out,
3 business rules, overpayment of installments,
4 currently they are applied to the installments going
5 forward. We're considering applying them to the
6 client's arrearages. Any input on that?

7 MR. RINEBOLT: Dave Rinebolt, Ohio
8 Partners. I think generally we would -- we would not
9 support applying them to customer arrears. We want
10 to see clients pay their bills, their PIPP amounts on
11 time, and that is the way that they get the arrearage
12 credit. As you know, our clients live hand to mouth.
13 If they are able for some way -- reason to build up a
14 bill credit, and this is what I mentioned sometime
15 ago in this, they are able to build up a bill credit,
16 then that bill credit should help them make their
17 next month's payment or their next two months'
18 payment and, therefore, qualify for the arrearage
19 forgiveness in that way.

20 EXAMINER PIRIK: Other comments?

21 Okay. I believe -- Mr. Rinebolt, I
22 believe you had a more lengthy comment with regard to
23 certain issues I think are better addressed at this
24 point in time with regard to PIPP and weatherization
25 and whatnot, and I know you have a slide show that

1 you would like to share with this section.

2 MR. RINEBOLT: Uh-huh.

3 EXAMINER PIRIK: So I think this would be
4 the appropriate time to make those comments. And do
5 you have a copy for the court reporter?

6 MR. RINEBOLT: I do not.

7 EXAMINER PIRIK: I have a copy.

8 MR. RINEBOLT: Thank you. Thank you.

9 EXAMINER PIRIK: I think, you know, just
10 because -- you know, we will mark this as a Workshop
11 Exhibit 1.

12 MR. RINEBOLT: I do appreciate it.

13 (EXHIBIT MARKED FOR IDENTIFICATION.)

14 EXAMINER PIRIK: And anyone else for that
15 matter, if you have handouts or information that you
16 would like to present and share with the panel and
17 the court reporter, I can mark those as exhibits, as
18 evidence. It's just you have to raise your hand and
19 state what the document is, but at this time we'll go
20 forward with Mr. Rinebolt.

21 MR. RINEBOLT: Appreciate it, your Honor.

22 Move me ahead. We are here today talking
23 about the Percentage Income Payment Plan and, of
24 course, the credit and disconnection rules. And as
25 anyone who works for community action or the other

1 nonprofit agencies that serve the clients in the PIPP
2 program, there is a reason that the emergency was
3 created back in 1983 that ultimately resulted in the
4 PIPP program. The investigation, I believe, began in
5 1981.

6 The problem was a large number of
7 disconnections and a need to get people reconnected
8 to the system. And you'll find that that situation
9 hasn't changed to this day. In fact, it's gotten
10 worse.

11 And so the need for the PIPP program
12 continues to exist. Currently one in six Ohioans
13 live below the federal poverty line. As you know,
14 the eligibility for the PIPP program is 150 percent
15 of the poverty line; but, in fact, the vast majority
16 of users have incomes under 100 percent of the
17 poverty line. 35 percent of all Ohio citizens have
18 incomes below the self-sufficiency level which is
19 about 200 percent of the federal poverty line. It
20 depends on where you are regionally. It's about
21 200 percent. But also note 200 percent of the
22 federal poverty line is just about Ohio median income
23 now.

24 Our poverty rate exceeds the national
25 rate. We are at 16.4 percent. At the time PIPP was

1 created the poverty rate was 12 percent. One out of
2 every four Ohio children live in property, and one
3 in -- of three Ohio children under the age of 6 live
4 in poverty so keeping these kids warm is part of what
5 these rules are all about.

6 Next, please. We're seeing changes in
7 the faces of poverty. The largest growth in poverty
8 is in suburban areas, not in the inner cities, not in
9 rural areas. Our weatherization crews tell me that
10 they are doing inner ring suburbs. They are going to
11 Shaker Heights. They are going to places they didn't
12 used to do jobs because that's where poverty is today
13 in the state.

14 I mentioned the median income. And
15 people who live -- 1 in 12 Ohioans living in poverty
16 has a Bachelor's degree or more. And I think we all
17 know how tough it is to find a job out there, but
18 it's not the people haven't got an education and
19 haven't tried. So these data come from the Ohio
20 Association of Community Action Agency State of
21 Poverty 2012 Report. If you are interested in
22 looking at poverty data for your county, for your
23 service territory, I recommend that you go pull down
24 a copy. It has incredible data sets for every county
25 in the state, and you can get it at www.oacaa,

1 O-A-C-A-A, dot org.

2 Next. There used to be a lot of
3 demographic information on PIPP that was available
4 through the Development website and it's all gone now
5 and I didn't keep a copy. So I'm having to use some
6 surrogate HEAP data for you, but I made the point
7 earlier that the vast majority of customers receiving
8 bill payment assistance have very low incomes, and
9 this pie chart pretty much belies that.

10 Could I have the next slide. This breaks
11 it down same data in percentages. Below 75 percent
12 of the poverty line is 47 percent of the clients we
13 serve, and it's over 50 percent for the HEAP -- or
14 for the PIPP customer base, so as you can see, while
15 HEAP goes up to 200 percent of the federal poverty
16 line, we serve very, very few people up at that
17 higher income level. The bulk of the folks are
18 obviously down at 100 percent of the poverty line or
19 below.

20 As you can see, the trends for
21 participation in the program are up. This has been
22 fairly consistent for the last decade. We had one
23 year 2005 -- 2005-2006 where we plateaued briefly,
24 and beyond that it's been pretty much a steady march
25 on up.

1 Just to give you an idea of the tradeoffs
2 our clients make every day, I stole this slide from
3 the Ohio Food Bank's website, and it gives you the
4 idea that kind of choices that people are making,
5 food versus utilities, 53 percent of their clients do
6 make those kinds of choices and, remember, that there
7 were 2.9 million visits to food pantries in Ohio last
8 year. We're serving about 450,000 households through
9 the HEAP program.

10 So there's a lot more poverty out there
11 than we are seeing specifically in energy assistance
12 programs. Food versus rent and mortgage, you can
13 read the numbers yourselves, but it's -- the kinds of
14 tradeoffs that people are having to make to survive
15 in this state every day are huge.

16 And then I'll get back to the data needs
17 and this was because we couldn't find much data on
18 the website any more. We really need to know better
19 data on -- on the PIPP customer demographics,
20 percentage, numbers of program participants, and
21 income levels. We need size of household data. We
22 need family makeup data so that we've got a better
23 sense of what the family units look like. We know
24 intuitively the bulk of the clients that are being
25 served through PIPP have elderly disabled people in

1 the home, and we know that the next sizable
2 percentage is with children under the age of 5 in the
3 home, but we need better data on that and hopefully a
4 lot of that's in OCEAN. We can do the kind of report
5 writing that will get that out.

6 We also need to look at the changes in
7 demographics for these groups because low income
8 households are not static, you know. It's not people
9 move in, people move out, uncles move in, a couple
10 cousins, dad lost his job, they come into the house
11 and so there's a constant change in the household
12 makeup in number of our clients, not to mention
13 mobility. A full 20 percent of our clients move
14 every year. And while they may remain eligible for
15 the programs they are now eligible at another
16 location.

17 We also need data on housing information,
18 range of housing stock, and the size of the housing
19 that these customers live in. And I'll just make --
20 is there one more page on that? Yes. Skip that
21 slide. I don't need to do that.

22 Incenting conservation, this is the other
23 thing I wanted to bring up, it's going to be -- and
24 the staff report refers to the potential for
25 including a conservation incentive to customers who

1 do save. And, of course, we're all about incenting
2 our customers to do the right thing, and clearly
3 saving energy is the right thing to do. And I know
4 there's an argument that our clients don't see price
5 signals so that they would have a tendency to
6 overuse.

7 And if you look at the data in the Staff
8 Report which talks about the fact that PIPP customers
9 use more electricity or natural gas than the average
10 customer, one would think that, oh, gosh, they aren't
11 seeing that price signal. They are using more, but I
12 think there are a whole lot of factors that explain
13 that difference in use.

14 We did do an evaluation of the
15 weatherization program back in 1994 that actually
16 looked at this, and I think we would probably find
17 that the reality is true to this day. PIPP
18 households are bigger households. They have more
19 people in their households. They're poor, but they
20 have got more people than the average utility
21 customer does. And no big surprise the quality of
22 the housing stock that they live in is much, much
23 worse. So you're living in an energy inefficient
24 environment with a larger family than the average
25 family unit to which your bill is being compared.

1 I think most of the differences between
2 PIPP household usage and non-PIPP household usage can
3 be explained by the different demographics of the
4 family and the housing type.

5 Obviously if you were to start incenting
6 conservation, anybody whose in weatherization or runs
7 weatherization programs know that you have to weather
8 normalize the data you are going to look at. You
9 have to have a year's predata before you can
10 determine whether anybody saved anything.

11 And so I think good customer education
12 can help reduce usage in the electric world. Right
13 now, we have -- and in the gas world we have these
14 consumer modification programs, behavior modification
15 programs. Those are getting about 1 percent savings.
16 So I think we have to look at the expense associated
17 with doing the data analysis necessary to determine
18 whether a PIPP customer is saving or not versus
19 allocating some funding to a better educational
20 program and getting the outcome that we want that
21 way.

22 So those are just some observations. I
23 do very much appreciate the opportunity to speak
24 today. I appreciate the attitude with which all the
25 parties are coming into this rulemaking. These

1 programs are incredibly important for the clients we
2 serve. And we all need to work together to make sure
3 that they are run as efficiently and effectively as
4 possible. Cost control is key. Positive behavior by
5 our consumers is key, but at the end of the day we're
6 keeping a lot of people alive with these programs,
7 and I thank you all for your work to do that.

8 MR. HUNT: Dave, if I could touch on your
9 one point too about data and being able to collect.
10 OCEAN is a powerful tool. We do have consultants on
11 right now that are doing the next phase upgrade so we
12 would be interested in any input you have on the
13 kinds of reports we could, you know, create or have
14 drawn from OCEAN because we don't -- we have some
15 reporting, but I think this would be a good
16 opportunity to look at ways we could pull the kinds
17 of data that you think would be helpful.

18 MR. RINEBOLT: Thank you.

19 EXAMINER PIRIK: Yes. Do you have a
20 comment right back there?

21 MS. HARRELL: I just wanted to address it
22 to Randy and say who do we send that to on what kind
23 of reports that we would find beneficial on our
24 direct service level and what are -- what's the time
25 period that you think we might get something back?

1 MR. HUNT: You can send it to me. We
2 have -- we'll have consults on for probably another
3 year or so so probably need to prioritize and see
4 what's feasible and doable but feel free to send that
5 directly to me, and I can work with our IT staff.

6 EXAMINER PIRIK: And, again, your name
7 is?

8 MS. HARRELL: I'm sorry, Colette Harrell
9 with the Breathing Association.

10 EXAMINER PIRIK: Thank you. Any other
11 comments? Questions?

12 We're going to take a short break; and,
13 you know, we'll see how the rest of the two panels go
14 that we have. Before we do that I do want to mention
15 for those of you who will be commenting on the
16 proposals that will be coming out from both the
17 Commission and ODSA, that we are trying to coordinate
18 a way to have the comments make it easier for the
19 commenters so that you don't have to separate them
20 out between the PUCO and ODSA and that you will be
21 able to submit perhaps in the same type of format and
22 I guess index as we have just gone through today your
23 comments. And then the two agencies will -- will
24 work through them in that fashion, so we are trying
25 to make it an easier format.

1 We are going to -- I don't know the
2 timing specifically. I can say that the PUCO rules
3 with regard to the JCARR review are up for review
4 this November, and ODSA is up for review in 2014.
5 However, we are working together so both sets of
6 proposals will be coming out at the same time. They
7 will have the same comment period, and so we are
8 going to be coordinating everything. So if you see
9 one coming from one agency, look for the rules coming
10 from the other because obviously PUCO will be issuing
11 our rules, and ODSA will be issuing their own rules.
12 We are just going to try to coordinate everything and
13 make it as easy as possible for those of you who are
14 commenting who have an interest in both sets of
15 rules.

16 Are there any questions procedurally with
17 regard to where the two agencies are going on this
18 that you would like to ask us before we change out
19 our panel?

20 Okay. Well, then we will take a short
21 break while -- oh, I'm sorry, yes.

22 MR. MORGAN: Noel Morgan with Legal Aid
23 of Southwest Ohio. Again, just a general overall
24 comment, and maybe it goes without saying, but, you
25 know, PIPP has been around for a long time. It

1 was -- at the time we initiated it, we were the only
2 state in the country that had anything comparable. I
3 think it has been a very important program and just
4 hope that the thrust of everything that's done now is
5 toward keeping it and making it better and keeping an
6 interest in the customers because it really has
7 provided a lifeline.

8 One of the ironies of PIPP is that we
9 don't do nearly as good a job of mobilizing low
10 income customers to protest rate hikes because there
11 is that insulation from it, but it really is very
12 important. It certainly met the -- met the needs at
13 the time when it did away with the constant
14 emergencies of worrying about shutoffs and I think it
15 continues to serve that purpose and I think just --
16 just a general attaboy to say we need to -- we need
17 to make sure what we are doing is keeping and
18 strengthening the program.

19 EXAMINER PIRIK: All right. We will take
20 a short 5-minute break and change out the panels, and
21 we'll be back to discuss the PUCO credit rules.

22 (Recess taken.)

23 EXAMINER PIRIK: I think we are going to
24 go ahead and get started, if everyone will take their
25 seats.

1 Okay. Our next panel deals with the
2 Public Utilities Commission credit rules found in
3 Chapters 17. Again, my name is Chris Pirik. I'm an
4 Attorney Examiner of the Public Utilities Commission.
5 I will be moderating the panel. We do have a new
6 panel of staff members from the Public Utilities
7 Commission so I will have each of them introduce
8 themselves.

9 MS. BLACKMER: I am Beth Blackmer,
10 Investigation & Audit Division. I am the Natural Gas
11 Audit Supervisor.

12 MS. BOSSART: Hi. I'm Barb Bossart. I'm
13 the Chief of the Reliability & Service Analysis
14 Division.

15 MR. WILLIAMS: I'm John Williams of the
16 Service Monitoring & Enforcement Department.

17 MR. RHODES: I'm Chris Rhodes, Senior
18 Counsel for the Service Monitoring & Enforcement
19 Department.

20 MS. VANCE: I am Mary Vance in the
21 Inspections & Audit Division. I am the Electric and
22 Water Supervisor.

23 MS. BOSSART: Okay. We are first going
24 to start with Chapter 17 which is the establishment
25 of creditworthiness for the residential service. I

1 did want to get feedback first from electric
2 companies and other stakeholders regarding the
3 possibility currently the rules only apply to gas,
4 natural gas, water works, and sewage disposal
5 utilities; and electric utilities it is not
6 applicable to at this time. And feedback if any
7 electric utilities or other stakeholders believe that
8 these rules should apply again to electric utilities.
9 Any electric companies want to respond to that?

10 Okay.

11 EXAMINER PIRIK: If not, when we issue
12 the rules for comment, we will be submitting that as
13 one of the questions, and hopefully by then you will
14 have the opportunity to talk within your companies or
15 constituency and give some feedback as to what
16 proposal would be for the Commission with regard to
17 those issues.

18 If not, then we'll go through the agenda.
19 The first thing that we have are the definitional --
20 the definitional items in Chapters 1701 Rule 01. Are
21 there any comments with regard to the definitions?

22 Okay. Then we will move on to
23 establishment of creditworthiness, Rule 03.

24 MS. BOSSART: And this was the rule that
25 basically is the options that you have to give to the

1 customers to establish creditworthiness.

2 EXAMINER PIRIK: Any feedback that you
3 might have on that at this time?

4 Okay. Guarantor requirements agreements,
5 Rule 06. Anything?

6 Reestablishment of creditworthiness, Rule
7 04.

8 MS. BOSSART: This is the requirement
9 when a customer has already established service when
10 you can request them to reestablish creditworthiness.

11 EXAMINER PIRIK: Next is the deposit
12 administration and refund.

13 MS. BOSSART: Again, this is a
14 calculation for the deposit and when the deposit
15 should be refunded.

16 EXAMINER PIRIK: Any comments on this or
17 any miscellaneous comments in general that anyone
18 would like to comment on? Yes.

19 MR. WILLIAMS: Jim Williams with the Ohio
20 Consumers' Counsel. And other than the possibility
21 of applying these rules to electric utilities, is the
22 staff considering any other modifications to the
23 existing creditworthiness rules?

24 MS. BOSSART: We go through our rules and
25 we definitely want feedback from stakeholders and we

1 look at our investigations and to see if there was
2 any clarifications needed in any of the rules. I
3 think the only thing that we would do is any
4 clarifications that we would see that may be needed.

5 John.

6 MR. WILLIAMS: Yeah. This is usually the
7 first step, Jim, so kind of we are using this
8 opportunity to solicit input from all the
9 stakeholders, and at the conclusion of this meeting
10 that's where kind of our rule process is going to
11 kick off. At this time the only thing that really
12 sticks out that we are looking for feedback was for
13 what Barb indicated was the inclusion of the electric
14 utilities in this rule set.

15 EXAMINER PIRIK: Anything else on the
16 credit rules?

17 All right. We'll move on to our next
18 panel which is the same individuals that are up here
19 with me right now on the disconnect rules.

20 MS. BOSSART: This rule applies only to
21 the electric, gas, and natural gas companies, does
22 not apply to the water companies. But this is the
23 rule -- the provisions for termination of residential
24 services.

25 EXAMINER PIRIK: Are there any comments

1 with regard to the definitions?

2 We'll move on to reasons for
3 disconnection. Does anyone have anything they would
4 like to point out for our review at this time?

5 Anything on payment plans which is the
6 next item on the agenda?

7 MS. RODGERS: Shemeka Rodgers for
8 American Electric Power. And this is under the
9 actual one-sixth, one-ninth, and the winter heating
10 season plan. For the one-sixth and one-ninth payment
11 plans we would -- AEP would like to be able to
12 establish these payment plans, the one-ninth and the
13 one-sixth based on the total account balance.
14 Currently the rule states it needs to be on the
15 actual arrearages, but we feel that if we are able to
16 include the total account balance in that and start
17 the initial payment with that -- or the initial
18 month, I'm sorry, with the initial payment, then that
19 does give the customer typically a lower amount to
20 pay up front versus paying their current bill and
21 then waiting until the next month to start with their
22 one-sixth or one-ninth installment.

23 The other thing with the one-ninth plan
24 we would like to give the customer the choice to go
25 on a budget plan. Depending on what month we are in

1 or what season, the customer's budget amount could be
 2 more than what their monthly billed amount is and
 3 sometimes can create an instance where they are not
 4 able to pay that budget amount plus their
 5 installment. And then we see in two months they are
 6 behind, and we take them off the budget plan anyway
 7 because they didn't meet our budget requirement --
 8 requirements.

9 And then, lastly, with the winter heating
 10 season plan this is a plan that AEP would like to see
 11 this plan discontinued. For us we don't see a high
 12 volume of customers that take advantage of the winter
 13 heating season plan. And typically, again, the
 14 one-sixth or one-ninth payment provides a better
 15 monthly payment option for them or lower amount for
 16 them to pay instead of paying one-third of whatever
 17 their total bill amount or their total account
 18 balance is.

19 And once we get to the end of that winter
 20 heating season the customer doesn't have that large,
 21 accumulated total account balance that they have not
 22 paid that at that time they need to establish payment
 23 arrangements on.

24 EXAMINER PIRIK: Any other comments?

25 Yes.

1 MR. MORGAN: We went -- this is Noel
2 Morgan, Legal Aid of Southwest Ohio and would like to
3 get consideration of actually moving to one-twelfth
4 rather than just one-sixth and one-ninth on the
5 monthly payments. I know that was -- that was one of
6 the proposals and when we last revised the disconnect
7 rules and I think it's something worth looking at
8 again. With the economy what it is and with people's
9 money what it is, sometimes, you know, extending it
10 out further is something that's needed.

11 EXAMINER PIRIK: Any other comments?

12 MR. RINEBOLT: Hi. Dave Rinebolt with
13 OP&A. Just a question, this is an area where some
14 data would be very useful to us as we prepare our
15 comments. It would be nice to know how many people
16 are on these various payment plans and also what the
17 compliance percentages with the payment plans look
18 like, I mean, and for us to get an idea are the plans
19 working, are they not working, and to look into why.
20 So any data that you have on usage would be very
21 helpful.

22 MS. LUCAS: Michele Lucas with Harcatus
23 Tri-County Community Action. The only support that I
24 would give to consideration of maintaining the
25 one-third payment plan is that numerous times we have

1 used that for people who are not eligible for any
2 type of emergency assistance through our agency.
3 Oftentimes these are people who are way above
4 200 percent, got themselves into a mess, and we can
5 suggest that they contact their utility company. And
6 one-third really seems to set their mind at ease. I
7 hate to knock it down any further because if they are
8 not paying a substantial amount of that bill,
9 especially if we are in the fall or into the winter
10 months, they are going to end up behind the 8 ball
11 before they get back out from behind it and
12 one-sixth, one-ninth, one-twelfth, I don't personally
13 in my experience see that that has really been useful
14 for those who don't qualify for our emergency
15 programs.

16 We've used those other alternatives for
17 individuals who don't want our help but would qualify
18 for it or those who just need that little boost and
19 then we hook them up with the utility company and
20 they make, you know, the arrangements from there.
21 But the one-third is one that I have used numerous
22 times in referrals or trying to educate the public.

23 EXAMINER PIRIK: Other comments?

24 Okay. Move on to disconnection
25 procedures for nonpayment notice.

1 MS. BOSSART: This is basically the
2 procedures of the utility companies prior to
3 disconnection of service and the noticing
4 requirements.

5 EXAMINER PIRIK: Any comments? Yes.

6 MS. RODGERS: Shemeka Rodgers for AEP.
7 And this is in regards to the medical certifications.
8 AEP, we would like to actually see -- currently the
9 rule allows the customer to get the initial and then
10 renew two additional medical certificates within the
11 12-month period. We would like to see that reduced
12 to one additional medical certificate. Thank you.

13 EXAMINER PIRIK: Anything else on medical
14 certification? We'll start over here, and then we'll
15 come this way.

16 MR. CARMOSINO: Mitch Carmosino with Duke
17 Energy. We agree with AEP. We would like to see it
18 reduced.

19 MS. FANELLY: Carrie Fanelly with
20 Dominion East Ohio. Dominion East Ohio would also
21 like to see it reduced. We would also like to ask
22 staff to consider the same payback rules that the
23 customer who isn't eligible for PIPP needs to make
24 that plan payment if they are in default during the
25 period they are qualified for medical.

1 MR. MORGAN: Noel Morgan with Legal Aid
2 of Southwest Ohio. It's probably no surprise we
3 would not like to see it reduced. And I think
4 medical -- the medical certification rules needs some
5 attention. I think the last time around there were
6 few changes made to it that -- and I don't think we
7 paid a whole lot of attention to how those were
8 going.

9 There have been problems with the form
10 that's used. Such simple things as requiring the
11 doctor's number to be on a form and there are doctors
12 who don't want their number out there for somebody to
13 see. There are difficulties in communicating with
14 the companies sometimes as to getting through to
15 someone. There have been situations where the
16 company will second guess the medical provider as to
17 whether a condition qualifies for medical
18 certification.

19 So I think -- in short I think we need to
20 look, and we would be making proposals to look at the
21 definitions for the qualifying condition for medical
22 certification and procedures that are used for that.

23 EXAMINER PIRIK: Other comments on
24 medical certification reconnection requirements?

25 Way in the back.

1 MR. DORSEY: Jason Dorsey, Dayton Power &
2 Light. Regarding the reconnection of service on
3 holding for the past due balance, we would like to
4 see a customer that's not on PIPP Plus or an extended
5 payment plan, that instead of the noticed amount,
6 that we would actually hold for the past due balance
7 to restore service. We found that especially during
8 the winter zone when sometimes you get a 14-day
9 notice, and then that initial notice as well by the
10 time that customer gets disconnected, they do fall
11 past due another bill and just by holding for that
12 noticed amount basically they are right back in the
13 collection cycle before we have even reconnected them
14 so we would like to include the past due balance for
15 all customers. Thanks.

16 MS. RODGERS: Shemeka Rodgers for AEP.
17 And AEP also would support DP&L's suggestion.

18 EXAMINER PIRIK: Other comments on
19 reconnection?

20 Anything on landlord-tenant provisions?

21 MR. MORGAN: Noel Morgan, Southwest Ohio
22 Legal Aid again. This was another provision that we
23 didn't pay close attention to the last time. There
24 are the -- the escrow provisions I think have proven
25 to be pretty cumbersome in using the court escrow for

1 landlord-tenant.

2 The one that we find with some frequency
3 is difficult is the -- I think it's section (C), but
4 it's when the landlord voluntarily chooses to
5 disconnect service. And that can then be
6 disconnected with a 10-day notice to the occupants.
7 That notice period is really too short. It's also
8 open to abuse.

9 In the past -- in the past week I've had
10 two in situations, one where the landlord simply told
11 the company that the property was vacant and he
12 wanted to the service turned off. A company
13 proceeded to turn it off. There were six tenants
14 living in the building. Others where the landlord
15 has had responsibility for providing the utilities
16 deciding no longer wants that responsibility, whether
17 it's in violation of the lease, whatever it is, and
18 the tenant is in 10 days having to scramble to figure
19 out what he is going to do to be able to have
20 service.

21 I'm not quite sure what the fix is. It
22 may be longer than 10 days that needs to be there,
23 but I think we need to take -- take a close look at
24 the landlord-tenant rule. It's actually fairly
25 lengthy in its description of procedures. Look at

1 whether the escrow -- how well the escrow provision
2 works, if there is a way of improving on it.

3 The escrow provision doesn't really speak
4 to how the money gets from escrow to the utility
5 company as I recall. In working with them we have
6 had to go down and file a motion with the court
7 saying we want it released to go. So I think just
8 overall, again, I believe the last time we didn't pay
9 close attention to this rule, and I think we need to
10 have that on your checkmark list that's something
11 that needs to be reviewed.

12 MR. SMALZ: Mike Smalz with the Ohio
13 Poverty Law Center. I don't have a fix but one
14 another type of abuse for some reason in Scioto
15 County where the landlord calls the utility company,
16 electric company, and falsely claims that there is
17 some immediate safety hazard, and the electricity has
18 to be shut off when the landlord's actual motive is
19 to force the tenants out.

20 And, again, I am not sure what the
21 solution is but if that practice spreads, I think we
22 have to think seriously about what to do about it.

23 EXAMINER PIRIK: Other comments?

24 Are there any miscellaneous comments that
25 anyone would like to make with regard to the

1 disconnect rules?

2 MR. RINEBOLT: I just have a question to
3 raise, and if the staff can provide us with any
4 guidance, I would appreciate it. As you are aware,
5 we've had deployment of smart meters in part of some
6 service territories and in others and this has been
7 an issue that is something that our organization has
8 raised in a number of proceedings with electric
9 utilities and that's the impact on the ability of a
10 smart meter to remotely disconnect customers to serve
11 as a prepaid meter, to serve as a service limiter,
12 and if the staff has given any consideration to
13 modifying the rules in light of these new
14 technologies.

15 I mean, I would, of course, point out
16 that Ohio law mandates procedures for disconnection
17 based on nonpayment, and I'm sure that any rules
18 would comply with those laws but I -- I would be
19 hope -- I would be interested to hear anything the
20 staff might comment on in that regard.

21 MS. BOSSART: I mean, yes, we are
22 considering the disconnections capabilities of the
23 smart meters, but as you said, we do know that
24 statute does dictate for nonpayment disconnect so we
25 will look for comments from electric utilities and

1 stakeholder groups concerning those.

2 EXAMINER PIRIK: Any other questions or
3 comments on the rules of disconnection?

4 Okay. Well, thank you all very much for
5 coming today. This concludes our workshop, and
6 shortly the PUCO and ODSA will be issuing for formal
7 comment both sets of rules. Thank you.

8 (Thereupon, the workshop was concluded at
9 12:14 p.m.)

10 - - -

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

CERTIFICATE

I do hereby certify that the foregoing is
a true and correct transcript of the proceedings
taken by me in this matter on Tuesday, March 5, 2013,
and carefully compared with my original stenographic
notes.

Karen Sue Gibson, Registered
Merit Reporter.

(KSG-5674)

- - -

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

3/20/2013 2:58:03 PM

in

Case No(s). 13-0274-AU-ORD

Summary: Transcript 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 or Electric Services hearing held on 03/05/13 electronically filed by Mrs. Jennifer Duffer on behalf of Armstrong & Okey, Inc. and Gibson, Karen Sue Mrs.