

**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) Case No. 13-274-AU-ORD
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.)

**COMMENTS
BY
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COALITION ON HOMELESSNESS AND HOUSING IN OHIO,
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LEGAL AID SOCIETY OF COLUMBUS,
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INTRODUCTION

The Consumer Groups¹ file Comments on proposed changes to the credit and disconnection rules of the Public Utilities Commission of Ohio (“PUCO”). These rules offer, among other things, assistance to low-income Ohioans for paying their energy bills. The

¹ The Consumer Groups are agencies and organizations that serve the interests of consumers. The Consumer Groups are: Advocates for Basic Legal Equality, Citizens Coalition, Coalition on Homelessness and Housing in Ohio, Legal Aid Society of Cleveland, Legal Aid Society of Columbus, Legal Aid Society of Southwest Ohio, Office of the Ohio Consumers’ Counsel, Ohio Partners for Affordable Energy, Ohio Association of Area Agencies on Aging, Ohio Association of Community Action Agencies, Ohio Association of Foodbanks, Ohio Poverty Law Center, Pro Seniors, Inc. and Southeastern Ohio Legal Services. The Consumer Groups are responding to the PUCO’s Entry of June 11, 2013.

proposed rule changes relate to the Percentage of Income Payment Plan Plus (“PIPP Plus”) programs of the PUCO and the Ohio Development Services Administration (“ODSA”).²

Per the June 11 Entry, Section I of these Comments will address the PIPP Plus Rules of the PUCO and ODSA. First will be rules that are common to both the PUCO and ODSA, followed by PUCO-only rules and then ODSA-only rules. Section II will address the non-PIPP Plus rules in Ohio Administrative Code Chapter 17 and Section III will address the non-PIPP Plus rules in Ohio Administrative Code Chapter 18.³ In each section, the rules will be addressed in order, by rule number. The Consumer Groups’ proposed changes to the rules will be made using strikethroughs for deleted text and all caps for new language to be inserted. Section IV of these Comments will respond to the energy conservation questions posed by the PUCO Staff in Attachment E to the June 11 Entry.

COMMENTS

I. Comments on PIPP Plus Rules – Ohio Adm. Code Chapters 4901:1-18 and 122:5-3

A. Ohio Adm. Code 4901:1-18-12(D)(1) and Ohio Adm. Code 122:5-3-03(C)(1)

Ohio Adm. Code 4901:1-18-12(D)(1) requires gas PIPP customers to re-verify their income eligibility annually to participate in the PIPP Plus program on or about their anniversary date. Ohio Adm. Code 122:5-3-03(C)(1) requires electric PIPP Plus customers to annually re-verify their income eligibility on or about their annual verification date as a condition for staying on the PIPP Plus program. Both sets of rules result in customers being given a sixty-day grace period after their re-verification date before they are removed from the PIPP Plus program.

² ODSA’s proposed rule changes were published on its website on June 14, 2013.

³ Entry at 5-6. The Entry asked for Section III to address non-PIPP Plus rules in ODSA’s Chapter 122:5-3, but because there are no non-PIPP Plus rules in that chapter, Section III of the Consumer Groups’ Comments will address the non-PIPP Plus rules of the PUCO’s Chapter 18.

The PUCO Staff proposed the following change to the gas rule (Ohio Adm. Code 4901:1-18-12(D)(1)) to more closely align the re-verification requirements for gas and electric PIPP Plus customers:

All PIPP Plus customers must provide proof of eligibility to the Ohio ~~department of~~ development services agency of the household income at least once every twelve months at or about the customer's PIPP Plus anniversary re-verification date. The customer shall be accorded a grace period of sixty days after the customer's PIPP Plus anniversary re-verification date to reverify eligibility.

The Consumer Groups support this rule change to the extent that the annual re-verification requirement will no longer need to coincide with a customer's anniversary date. This change should make it easier for customers to re-verify eligibility for PIPP Plus when they apply for other utility assistance programs.

However, the Consumer Groups observe that ODSA's proposed rules include definitions for the PIPP Plus annual verification date and the PIPP Plus re-verification date. To help promote consistency between the gas and electric PIPP Plus rules, the PUCO should incorporate the definitions for the PIPP Plus annual verification date and the PIPP Plus re-verification date reflected in the proposed ODSA rules as follows:

"PIPP Plus annual verification date" means the calendar date at or about twelve months from the PIPP Plus customer's most recent re-verification date.⁴

"PIPP Plus re-verification date" means the actual date on which the PIPP Plus customer documented his or her household income and household size to continue in the PIPP Plus program or the PIPP Plus graduate program.⁵

The Consumer Groups also recommend that the PIPP Plus rules in Ohio Adm. Code 4901:1-18-12(D)(1) and Ohio Adm. Code 122:5-3-03(C)(1) be amended to provide customers

⁴ Proposed Ohio Adm. Code 122:5-3-01(MM).

⁵ Proposed Ohio Adm. Code 122:5-3-01(OO).

with a minimum of ninety days after the annual verification date to re-verify income before being dropped from the PIPP Plus program. Between 2011 and 2012, there were significant reductions in the number of PIPP Plus customers who were dropped from the program for failure to re-verify income. Table 1 provides a summary of the total number of customers who were dropped from the PIPP Plus program in 2011 and 2012 and the number of customers who were dropped from PIPP Plus because they failed to re-verify income.

Table 1: PIPP Plus Customers Dropped for Failure to Re-verify Income⁶

Company	PIPP Plus Customers Dropped in 2011	Customers Dropped for Failure to Re-verify 2011	PIPP Plus Customers Dropped in 2012	Customers Dropped for Failure to Re-verify 2012	Percentage Change 2011 - 2012
Total Natural Gas	156,070	45,136	140,725	26,807	(40.6%)
Total Electric	150,072	52,876	121,358	28,918	(45.3%)

Between 2011 and 2012, among those customers who were dropped from PIPP, 40.6 percent fewer natural gas PIPP Plus customers were dropped from the program for failure to re-verify income, and 45.3 percent fewer electric PIPP Plus customers were dropped for failure to re-verify income. This dramatic decrease indicates that customers now better understand the annual re-verification requirements for PIPP Plus and are learning how to better comply with these requirements.

There are no indications that customers who have not timely re-verified their income are not paying their monthly utility bill. Thus, there seems to be little harm in providing these customers some additional time to re-verify income before being dropped from the program. Giving customers ninety days to re-verify income after their annual verification date may well result in even fewer customers being dropped from PIPP Plus because of failure to re-verify income. The Consumer Groups recommend that proposed Ohio Adm. Code 4901:1-18-12(D)(1)

⁶ PUCO 2011 and 2012 PIPP Plus Metrics summary reports.

and Ohio Adm. Code 122-5-03(C)(1) be modified to give PIPP Plus customers ninety days to re-verify their income.

B. Ohio Adm. Code 4901:1-18-12(D)(2) and Ohio Adm. Code 122:5-3-02(H)(1)(b)

ODSA has proposed an amendment to Ohio Adm. Code 122:5-3-02(H)(1)(b) that would require PIPP Plus customers to make any missed PIPP Plus payments within thirty days of the customer's anniversary date to remain eligible to participate in the PIPP Plus program. Under the current ODSA rules, PIPP Plus customers who do not pay their bill for two consecutive months can be discontinued from PIPP Plus. While the rationale ODSA used to support this change is unknown, the proposed language appears to more closely align the electric PIPP Plus rules with the PUCO's gas PIPP Plus rules. However, the current ODSA rule is already preferable to the PUCO's rules because it gives PIPP Plus customers an additional thirty days to make any missed payments.

PIPP Plus is the lifeline that enables many low-income customers to maintain natural gas and electric utility services. In April 2013, the average natural gas PIPP Plus installment bill was approximately \$56.⁷ The average electric PIPP Plus installment bill was also approximately \$56.⁸ Assuming that four people live in an average PIPP household, these payment levels suggest that the average PIPP Plus household has an income level below 50 percent of the federal poverty guidelines.⁹ Yet despite this severe poverty, an analysis performed by the PUCO

⁷ Natural Gas PIPP Plus Metrics Report, Average PIPP Installment Amount, April 2013.

⁸ Electric PIPP Plus Metrics Report, Average PIPP Installment Amount, April 2013.

⁹ The monthly PIPP Plus payment requirement is six percent of total household income. In this example, the monthly household income is approximately \$935. The monthly poverty level for a family of four is \$1,963. At 50 percent poverty, the monthly household income would be approximately \$981; or \$46 more than the household income for the average PIPP household.

Staff, filed in this docket, showed that over eighty percent of the natural gas PIPP Plus customers made all of their payments prior to their anniversary date in 2012.¹⁰

While the Consumer Groups support the objective of PIPP Plus customers paying their monthly gas and electric bills on time, customers experience situations from time to time that make payment of their utility bills impossible or impractical. Requiring that missed PIPP payments be made within a month of the anniversary date is unnecessarily restrictive considering the financial hardship this can impose on some of the most impoverished customers in Ohio. The Consumer Groups postulate that if customers have additional time to make missed payments following the anniversary date, then even more favorable payment numbers would be realized.

According to the PUCO's rules, missed PIPP Plus payments include payments that were delayed as a result of the customer using medical certifications pursuant to Ohio Adm. Code 4901:1-18-06(C).¹¹ Medical certifications enable customers to temporarily delay paying utility bills during times in which member of the household has health-related issues that have been certified by a medical professional. Each household can use up to three medical certifications of thirty days each in a twelve-month period.

While medical certifications may help prevent service disconnection, the current PUCO rules would allow a customer to be removed from PIPP Plus for failure to bring payments current within thirty days of the anniversary date. The PIPP Plus program should not have such overly restrictive requirements that a customer could be removed from the program even though health professionals have certified medical issues in the home. These customers are among an at-risk population that state law specifically mandates must be protected.¹²

¹⁰ PUCO Staff Review (February 8, 2013) at 10.

¹¹ Ohio Adm. Code 4901:1-18-12(D)(2)(a).

¹² R.C. 4928.02(L).

The Consumer Groups recommend aligning both the ODSA and the PUCO rules to provide customers with a minimum of **ninety days** after the anniversary date to make any missed PIPP Plus payments. This would help ensure that customers who are authorized by the PUCO's rules to delay utility payments because of certified medical issues have at least the same amount of time to make the missed payments to the utility before being removed from PIPP Plus.

The PUCO Staff also proposed amending Ohio Adm. Code 4901:1-18-12(D)(2) to require that all income-based payments be current as of the PIPP Plus customer's anniversary date. However, the anniversary date is not a defined term in the PUCO rules. ODSA has proposed the following definition for the anniversary date:

“PIPP Plus anniversary date” means the calendar date by which the PIPP Plus customer's PIPP Plus arrearage credit amount will be reviewed and may be recalculated. The PIPP Plus anniversary date shall be at or about 12 months from when the customer is enrolled in PIPP Plus.¹³

The PUCO should adopt ODSA's proposed definition of “anniversary date” for the gas PIPP rules.

C. Ohio Adm. Code 4901:1-18-12(D)(3) and Ohio Adm. Code 122:5-3-03(C)(1)

Ohio Adm. Code 4901:1-18-12(D)(3) and 122:5-3-03(C)(1) address the obligations of former PIPP Plus customers who re-enroll in the program. Under the current ODSA rules, before re-enrolling in PIPP Plus former electric PIPP Plus customers who maintain service after discontinuing PIPP Plus must pay the difference between the amount they had paid and the monthly PIPP Plus installment amounts. Under the PUCO's rules, a gas PIPP customer is responsible for the PIPP Plus payments from the re-verification date until the customer re-enrolls in PIPP Plus.

¹³ See proposed Ohio Adm. Code 122:5-3-01(LL).

The PUCO and ODSA staffs have proposed amendments to the rules that are vague and thus in need of clarification. The proposed gas PIPP Plus rule in Ohio Adm. Code 4901:1-18-12(D)(3) states:

PIPP Plus customers who have been dropped from the PIPP Plus program due to nonpayment or not meeting the terms of the program (e.g. failure to reverify or to bring account current at the anniversary date), may re-enroll in the program after all missed PIPP Plus payments, from the time of enrollment or the PIPP reverification date, up until re-enrollment, have been cured and monthly charges for any months the customer was not enrolled in the program but maintained service (less payments made by the customer). This includes PIPP Plus payments for any months in which the customer was disconnected. The amount due shall not exceed the amount of the customer's arrearage.

The proposed electric PIPP Plus rule in Ohio Adm. Code 122:5-3-03(C)(1) states, in pertinent part:

~~Failure to complete the annual reverification process does not prevent a customer from later applying to re-enroll in the PIPP program, provided, however, that if the customer has not made payments to the electric utility during the time the customer was not an active PIPP customer in an aggregate amount equal to the customer's monthly PIPP installment amount for each month of that period, the customer shall be required as a condition for re-enrollment to pay the electric distribution utility the difference between any customer payments made and monthly PIPP installment amounts that would have been owed to the electric distribution utility had the customer remained an active PIPP customer.~~ PIPP Plus customers who have been dropped from the PIPP Plus program for not meeting the terms of the program, including failure to re-verify their income, may re-enroll in the program after all missed PIPP Plus installments have been cured and monthly charges for any months the customer was not enrolled in the program but maintained services (less any payments made by the customer) have been paid. This includes PIPP Plus payments for any months that the customer was disconnected. The amount due shall not exceed the amount of the customer's arrearage.

The Consumer Groups assume that the PUCO and ODSA do not intend to require customers to be responsible for paying both their current bill and the PIPP Plus bill for months in which they are not enrolled in PIPP Plus. However, the proposed rule can be interpreted to include payment of both bills. These rules need to be clarified.

Using the PIPP Plus Metrics Data for 2013, an average PIPP customer paid \$556 from January through April to 2013.¹⁴ Assuming that the customer was eligible and had stayed on PIPP Plus, the PIPP Plus installment payment amount of \$56 per month (for the average PIPP customer) would have resulted in the customer paying the electric distribution utility \$224 during those four months.¹⁵ The proposed rule, however, could be interpreted to require an average PIPP Plus customer who went off of the program in December 2012 and sought to re-enroll in May 2013 to pay \$780, even though the actual bills were only \$556.

The Consumer Groups support former PIPP Plus customers being able to re-enroll in PIPP Plus by paying the utility no more than the amount that would have been owed had the customer stayed on PIPP Plus. Using the above example, a customer who paid the electric utility more than \$224 for the four months he or she was eligible for PIPP but was off the program, should not have to pay anything to re-enroll on PIPP. A customer who made no payments during the four months should be obligated to pay no more than \$224 before re-enrolling in PIPP Plus.

The Consumer Groups recommend that the proposed Ohio Adm. Code 4901:1-18-12(D)(3) and Ohio Adm. Code 122:5-3-03(C)(1) be amended as follows:

PIPP Plus customers who have been dropped from the PIPP Plus program due to nonpayment or not meeting the terms of the program AND WHO WERE OTHERWISE ELIGIBLE FOR PIPP PLUS (e.g. failure to reverify or to bring account current at the anniversary date), may re-enroll in the program after MAKING all missed PIPP Plus payments. MISSED PIPP PLUS PAYMENTS INCLUDE ANY DEFAULT AMOUNT THAT WAS OWED WHEN THE CUSTOMER WAS REMOVED FROM PIPP PLUS. IN ADDITION, IF THE CUSTOMER CONTINUED TO MAINTAIN SERVICE DURING THE TIME THEY WERE OFF PIPP PLUS, THE CUSTOMER SHALL PAY THE UTILITY THE DIFFERENCE BETWEEN ANY CUSTOMER PAYMENTS MADE AND THE PIPP PLUS

¹⁴ According to the Electric PIPP Metrics Report for 2013, the average PIPP bill in January was \$152, February was \$143, March was \$135, and April was \$126 for a total average PIPP bill of \$556.

¹⁵ Electric PIPP Metrics Report for 2013, Average PIPP Installment amount is \$56 per month for January, March, and April 2013. The average PIPP Installment amount was \$57 in February 2013.

INSTALLMENT AMOUNTS THAT WOULD HAVE BEEN OWED HAD THE CUSTOMER REMAINED ON PIPP PLUS. ~~from the time of enrollment or the PIPP re-verification date, up until re-enrollment, have been cured and monthly charges for any months the customer was not enrolled in the program but maintained service (less payments made by the customer).~~ This includes PIPP Plus payments for any months in which the customer was disconnected. The amount due shall not exceed the amount of the customer's arrearage.

D. Ohio Adm. Code 4901:1-18-15(E)&(F) and Ohio Adm. Code 122:5-3-02(H)(1)(c)&(d)

The PUCO and ODSA Staffs have proposed two new rules that specify the amount that customers who were formerly on PIPP Plus but voluntarily left the program must pay to re-enroll in PIPP Plus. The Consumer Groups are not sure why these rules are being proposed, as the requirements for re-enrolling in PIPP Plus appear to already be specified in Ohio Adm. Code 4901:1-18-12(D)(2) and (3) and Ohio Adm. Code 122:5-3-03(C)(1). The PUCO and ODSA should clarify the intent of these new rules.

The rules should provide that former PIPP Plus customers who re-enroll within twelve months do not have to pay missed PIPP Plus payments that exceed the level of the arrearages.

The Consumer Groups recommend that the proposed rules be modified as follows:

A PIPP Plus customer who is income eligible, voluntarily leaves PIPP Plus, and then within twelve months re-enrolls in PIPP Plus must pay the PIPP Plus payments due for the months the customer received service but was not on the program, less payment made by the customer during the same period UP TO THE LEVEL OF THE CUSTOMER ARREARAGES.

E. Ohio Adm. Code 4901:1-18-15(G) and 122:5-3-04(B)(5)(c)

The Consumer Groups support the creation in Ohio Adm. Code 4901:1-18-15(G) of a Post PIPP Plus payment plan that would allow former natural gas PIPP Plus customers to bring their old accounts current through a combination of arrearage payments and arrearage reductions conditioned on timely payments. Similar to the existing electric Post PIPP Plus rule in Ohio Adm. Code 122:5-3-04(B)(5)(c), the structure of such a payment plan should enable those

customers who no longer have active accounts to pay off outstanding balances as successfully as possible.

The proposed rule specifies that the “monthly payment” toward the arrearage balance “shall be no more than the total accumulated arrearage divided by sixty.” Because the phrase “no more than” suggests a range rather than an exact amount, the Consumer Groups seek clarification in the rule as to whether any former customers would be permitted to pay less than the total accumulated arrearage divided by sixty. In addition, the Consumer Groups urge ODSA to clarify the payment amount because the amount of customer payment specified in the rule indicates that the payment must be at least 1/60 of the customer arrearages.

The proposed PUCO rule and the existing ODSA rule require the utility to reduce the arrearage amount by one-twelfth for each timely payment, but stipulate that this payment arrangement is available only “for twelve months from the time the account is final billed.” In other words, only if customers complete the payment plan in twelve months will their arrearage be reduced to zero.

The effect of this wording has caused confusion. In practice, the customer actually only has nine or ten months to complete a twelve month plan, due to the time it takes to generate the final bill. If the twelve-month plan is retained, this provision should be clarified to require **twelve monthly payments** that begin from the date the first bill is sent to the customer with the new Post PIPP payment. It should not require twelve payments compressed into nine or ten months.

Furthermore, this twelve-month limitation is not in the public interest because the time period is overly restrictive and discourages customers from making repayments after twelve

months that would ultimately help reduce the cost of PIPP Plus. The Consumer Groups urge the PUCO to extend this time for repayment to 24 or even 36 months, for the following reasons.

The proposed rule limits eligibility for the payment plan to PIPP Plus customers who close their utilities account due to (1) relocation beyond the company's service territory, (2) relocation to a residence where utility service is not in the customer's name or (3) relocation to a master-metered residence. Notably, the payment plan is *not* available to customers who become ineligible for PIPP due to an income increase. In other words, customers utilizing the Post PIPP Plus payment plan are *not* customers who suddenly have higher incomes.

Rather, Post PIPP Plus customers can be expected to have the same level of income they had while on PIPP, and also to be making monthly utilities payments in their new residence – to another service company or to a landlord – in addition to their Post PIPP Plus payments. Since these Post PIPP Plus customers are by definition customers with low incomes (per the income eligibility requirements in Ohio Adm. Code 4901:1-18-12(B)), their ability to make both current payments and arrearage payments simultaneously will be limited.

Expanding the 12-month time period for their twelve arrearage payments to 24 or even 36 months (i.e., requiring that the twelve payments be made in regular installments over 24 or 36 months) would enable more Post PIPP Plus customers to successfully complete these payments and provide additional revenues to reduce the cost of the PIPP Plus program. Therefore, the Consumer Groups urge the PUCO and ODSA to provide for a 24- or 36-month payment plan period in the new Post PIPP Plus rules set forth in Ohio Adm. Code 4901:1-18-15(G) and in the existing Ohio Adm. Code 122:5-3-04(B)(5)(c).

F. Ohio Adm. Code 122:5-3-04(A)(2) and Ohio Adm. Code 4901:1-18-13(A)(1)

ODSA has proposed to eliminate the existing language in Ohio Adm. Code 122:5-3-04(2), which provides for a temporary (180-day) waiver of the \$10 minimum PIPP Plus monthly

payment for zero-income customers (exercisable once within a five-year period). ODSA's proposed rule is aligned with the existing and proposed PUCO Staff rule, Ohio Adm. Code 4901:1-18-13(A)(1). But instead, ODSA should retain its existing rule and the PUCO rule should be aligned with the existing ODSA rule.

ODSA's existing rule now provides:

Exception to minimum monthly PIPP installment. A limited exception to the minimum monthly PIPP installment amount shall be provided to any eligible customer who is determined at the time of enrollment in the PIPP program, or at a future date during program participation, to have a monthly household income of zero dollars. For a zero-income customer, the minimum monthly PIPP installment amount shall be waived for a period of up to one hundred eighty days not more than once in any five-year period. If during such one hundred eighty day period the customer's household income changes, the customer shall notify the office of community services or a local agency as soon as practicable and provide information necessary for the office of community services or the local agency, as applicable, to reverify household income and calculate a new monthly PIPP installment amount. If the customer's monthly PIPP installment amount has not been reverified during the one hundred eighty day period in response to a change in household income, then the customer shall be required at the end of the one hundred eighty day period to have his/her monthly household income reverified and such customer shall be required after reverification to pay a monthly PIPP installment amount calculated as set forth in paragraph (A)(1) of this rule using the customer's reverified monthly household income or the minimum monthly PIPP installment amount, whichever is greater.

The Consumer Groups have seen firsthand the impact utility rates can have on the physical welfare and stability of the clients we serve and represent. Low-income customers rely on PIPP Plus, and some zero-income customers rely on the existing temporary waiver of the ten-dollar minimum PIPP Plus payment requirement. For temporary zero-income customers, even the mandatory minimum payment of \$10 per month can cause extreme hardship, including the loss or termination of essential utility service. The (up to) 180-day waiver in the existing rule is an essential lifeline to that very small but economically destitute class of low-income customers.

Utilities such as natural gas and electric service are a basic necessity for human health and life, and increases in required PIPP Plus payments – even the \$10 minimum PIPP Plus payment – can force extremely low-income consumers to sacrifice other necessities such as food or medication. It is upon this principle that the PUCO created PIPP and then PIPP Plus and, much to its credit, has continued to reissue the Winter Reconnect Order to mitigate the cost of surviving harsh Ohio winters.

Especially at risk are children, elderly or medically vulnerable customers who cannot safely reside in their homes without heat, air conditioning, appliances or essential medical devices such as respirators. It is well-known that the severe economic downturn in recent years has significantly expanded the population of low-income households in Ohio and across the nation. What is less well-known is the far more dramatic increase in the number of households experiencing **extreme poverty** (as discussed below).

Residential low-income households must often juggle their bill payments and other expenses for necessities such as food, clothing, shelter, home repairs, medical care and utilities. With or without PIPP Plus, home energy costs are a major burden for many low-income households. Low-income customers have a much higher “energy burden” (ratio of utility bills to income) than other residential customers. Home energy bills are generally considered to be an “affordable burden” if they do not exceed 6% of gross household income.¹⁶ Despite the tremendous savings PIPP Plus brings to low-income customers, PIPP Plus customers must pay 12% (6% each for electric and gas), twice the amount of an affordable energy burden. Zero-income customers with a \$10 minimum PIPP Plus monthly payment face an even more crippling energy burden.

¹⁶ Ficher Sheehan & Colton, “Home Energy Affordability Gap” (June 2012), at http://www.homeenergyaffordabilitygap.com01_WhatIsHEAG3

The principal reason for eliminating the temporary waiver of the minimum PIPP Plus payment appears to be that it now benefits only a small number of customers. However, for that small number of customers, the temporary waiver is a crucial lifeline that allows them to maintain essential electric service (and hopefully other necessities) during a temporary period of having no household income. People in diverse circumstances can find themselves in a zero-income situation: i.e., unemployed persons who do not meet the earnings threshold to receive unemployment compensation benefits or are still waiting for their benefits as they work their way through the administrative process; persons whose unemployment compensation benefits have expired; persons with disabilities who are awaiting a decision on their application for Social Security Disability or Supplemental Security Income disability benefits; and unemployed adults without minor children who cannot qualify for welfare cash assistance (Ohio Works First) benefits because they are childless adults. If the temporary waiver is eliminated, some individuals who find themselves in these dire economic circumstances could lose essential natural gas or electric service.

There has been a huge increase in “extreme poverty” in recent years. Zero-income customers are a subset of the class of persons living (at least temporarily) in extreme poverty. This disturbing trend is reflected in analyses of U.S. Census Bureau data and by a recent study by Harvard and University of Michigan researchers for the National Poverty Center.

The Census Bureau defines “extreme poverty” as a household living below 50% of the official Federal Poverty Level. The chart in Attachment 2 to these Comments shows the huge spike in extreme poverty under this definition that has occurred over the last 40 years.¹⁷ In 1975, only 3.7% of U.S. households lived in extreme poverty. By 2010, that figure had nearly doubled

¹⁷ U.S. Bureau of the Census, Current Population Survey, Annual Social and Economic Supplements, Table 22. Number and Percent of People Below 50 Percent of Poverty Level: 1975 to 2011 (available at www.census.gov/hhes/www/poverty/data/historical/hstpov22.xls).

to 6.7% of the U.S. population, and in the most recent year (2011), the rate of extreme poverty was still 6.6% of all U.S. households. There is probably a similar increase in the number of zero- or near zero-income households.

A report from the National Poverty Center issued in May 2013 presented an even more disturbing study of extreme poverty.¹⁸ The study used an alternative metric design to measure the prevalence of extreme destitution among households with children between 1976 and 2011. The study attempted to account for most sources of income as comprehensively as possible, including cash and in-kind income from public programs, informal work, and gifts and loans from family and friends inside and outside the household.¹⁹ Notably, it used one of the World Bank's key indicators of global poverty: two dollars per person per day – a more stringent measure of extreme poverty than the Census Bureau definition.²⁰

The study found that a significant and growing number of U.S. households are living (at least temporarily) in extreme poverty, even under the World Bank definition. The study estimated that the number of households living on two dollars or less in cash income per person per day in a given month increased from about 636,000 in 1996 to about 1.65 million in mid-2011, a percentage growth of 159.1%. According to these estimates, in mid-2011 about 3.55 million children lived in extreme poverty each month.²¹

¹⁸ H.L. Shaefer and K Edin, Rising Extreme Poverty in the United States and the Response of Federal Means-tested transfer Programs, National Poverty Center Working Paper Series #13-06 (May 2013) (available at <http://npc.umich.edu/publications/u/2013-06-npc-working-paper.pdf>).

¹⁹ Id. at 8.

²⁰ Id.

²¹ Id. at 12.

With food stamps included as income, the number of extreme-poor households increased by 80.4%, from roughly 475,000 to 857,000.²² Furthermore, when federal refundable tax credits (Earned Income Tax Credit and Child Tax Credit) and housing subsidies are accounted for, in addition to food stamps, the increase in extreme poverty was about 50%, from 409,000 to 613,000 households, which included 1.17 million children.²³

There is a similar trend in extreme poverty as *a proportion of* all households with children. Extreme poverty grew steadily as a proportion of all households between 1996 and 2011, spiking during the recent Great Recession. In 1996, households in extreme poverty represented about 1.7% of all households. Between 1997 and 2000 – a period of low unemployment – this proportion grew to about 2.0%.²⁴ Between 2001 and 2010, this incidence grew from 2.3% to about 3.0%, and hovered between 4.0 and 4.3% through mid-2011.²⁵

When food stamps are included, households in extreme poverty rose from about 1.3% of all households with children in 1996 to 2.2% in 2011, an increase of 70.5%. Adding refundable tax credits and housing subsidies reduces the percentage increase to about 44.1%.

The proportion of households without children in extreme poverty also grew substantially from 1996 to 2011. While the growth is less than half of the percentage growth in extreme poverty experienced by households with children, means-tested programs had a much smaller impact in reducing extreme poverty among households without children. In mid-2011, means-tested programs reduced the proportion of households with children in extreme poverty from

²² Id.

²³ Id.

²⁴ Id. at 13.

²⁵ Id. at 13-14.

4.3% to 1.6%. But for households without children, means-tested programs reduced the proportion in extreme poverty from 5.1% to 4.3%.²⁶

These data – as startling as they are – represent the living circumstances of individuals or families who are – at least temporarily – experiencing severe economic distress and economic destitution. As a matter of public policy, it makes little sense to eliminate the existing temporary waiver of the minimum PIPP Plus payment at a time when a significant and historically large number of U.S. households are living in extreme poverty. Whatever the reasons for this increase, the reality of extreme poverty in the United States points to the need for a continuation (if not an expansion) of the temporary waiver. Contrary to popular myth, some U.S. households find themselves in zero-income or near zero-income situations of extreme poverty.

That reality should not be ignored when evaluating the necessity for allowing at least a temporary waiver of the minimum PIPP Plus payment for zero-income customers. For the great majority of households the extreme poverty with which they are confronted is temporary, as is the exemption from the minimum payment rule. The exemption is precisely the tool they need to help them through their most difficult days.

At the very least, ODSA should evaluate the possible impact of eliminating the temporary waiver before the proposed rule change is adopted. Ohio Adm. Code 122:5-3-04(C) requires the director of ODSA to “periodically review and analyze data collected in connection with the administration of the PIPP program and evaluate the payment and arrearage crediting arrangements, the operation and performance of the PIPP program as a means of assisting low-income households to maintain electric service and the fiscal implications of the PIPP program for ratepayers, generally.” To date, ODSA has not published any reports or written evaluations

²⁶ Id. at 17.

of the likely impact of eliminating the temporary waiver on zero-income and near zero-income customers.

For the same reasons that the Consumer Groups oppose the proposed ODSA Rule 122:5-3-04(A), the Consumer Groups strongly recommend that the PUCO's rule, Ohio Adm. Code 4901:1-18-13(A)(1), be aligned with the existing (not the proposed) ODSA rule. The PUCO Staff Report previously issued in this docket did not evaluate the affordability of the \$10 minimum PIPP Plus payment on zero-income customers or its impact on disconnection of utility service.

Although current data may suggest that a very low percentage of customers take advantage of the temporary waiver, the more significant question is: "what impact would eliminating the temporary waiver have on those extremely destitute customers?" Pushing those households into even more dire circumstances by threatening their access to electric service is not the answer.

G. Ohio Adm. Code 4901:1-18-01(P)

The Consumer Groups support the PUCO Staff's proposed new definition of "on-time payment." In addition to aligning the natural gas PIPP Plus rules with the ODSA electric PIPP Plus rule, this definition provides maximum flexibility and opportunity for low income customers to earn the benefits provided in the PIPP Plus arrearages forgiveness program. For these customers, who struggle on a month-to-month basis to make ends meet on a limited income, allowing more time to make their utility bill payments is a definite benefit for PIPP Plus customers. It should also provide a boost to the arrearage forgiveness success rate.

H. Ohio Adm. Code 4901:1-18-04(C)

The PUCO Staff proposed a new rule in Ohio Adm. Code 4901:1-18-04(C) that is apparently intended to limit the transfer of delinquent balances that may be owed by customers

to only like accounts held in the customer's name. "Like accounts" is defined in proposed Ohio Adm. Code 4901:1-18-01(O) as "any accounts in the same customer's name providing the same tariffed service rate class."

While the Consumer Groups support a rule that prohibits the transfer of commercial or business accounts to a residential customer's account, the proposed rule could be overly restrictive concerning the transfer of balances for PIPP Plus accounts. The PUCO Staff's proposed rule 18-04(C), as shown below, could prevent the transfer of any balance to or from a PIPP Plus account:

The utility company may transfer the balance of a delinquent account to any like account held in the customer's name. A utility company may not transfer balances to or from PIPP Plus accounts.

While it remains unclear why the PUCO Staff proposed a rule that prohibits the transfer of balances to and from PIPP Plus accounts, there are several legitimate reasons why the transfer of balances to and from a PIPP Plus account might occur. For example, customers might enroll in the PIPP Plus program because of payment troubles and their desire to prevent further delinquency with the utilities. When customers enroll in PIPP Plus, any balance owed at the time is treated as a pre-PIPP arrearage that is transferred to the PIPP Plus account upon initiation. PIPP Plus customers may then obtain credits toward this arrearage so that eventually they can become debt free.²⁷ In addition, PIPP Plus customers who move from one household to another need to transfer the PIPP Plus balances between addresses.

The Consumer Groups recommend that the PUCO clarify the intent of the proposed rule. The PUCO should remove all restrictions that could limit the transfer of account balances

²⁷ Ohio Adm. Code 4901:1-18-14(A)(1).

incurred by a customer prior to enrollment on PIPP Plus, or could prevent customers from transferring PIPP balances if they move.

I. Ohio Adm. Code 4901:1-18-12(E)

The PUCO Staff has proposed an amendment to Ohio Adm. Code 4901:1-18-12(E), which requires natural gas companies to provide PIPP Plus customers with certain information upon enrollment in the program and at re-verification. The Staff proposed a clarification that the gas utilities should include the “current arrearages” in the literature provided to customers.

While the Consumer Groups do not oppose the PUCO Staff’s proposal, the PIPP Plus literature should be provided to customers when they enroll in PIPP Plus and on or about their annual anniversary date. In addition, the PIPP Plus literature should be amended to include helpful information about any missed payments and the amount of arrearage credits provided in the previous twelve months. The Consumer Groups recommend that Ohio Adm. Code 4901:1-18-12(E) be amended as follows:

Upon the customer’s enrollment in PIPP Plus and at THEIR ANNIVERSARY DATE ~~reverification~~, the gas or natural gas utility company shall provide the customer with a copy of PIPP Plus literature including at ~~a minimum~~ LEAST, the customer’s monthly payment, service address, ~~arrearages-current arrearages at plan initiation~~, nonrecurring fees, timely payment initiatives, ANY MISSED PAYMENTS IN THE LAST YEAR, ARREARAGE CREDITS MADE TO THE ACCOUNT, reverification requirements, ~~including the customer’s anniversary date~~, and customer responsibilities when the customer is no longer eligible for the program.

The Consumer Groups also recommend that ODSA adopt similar requirements for electric utilities in providing PIPP Plus literature to customers.

J. Ohio Adm. Code 4901:1-18-13(C)(2)

The PUCO Staff has proposed adding new language to Ohio Adm. Code 4901:1-18-13(C)(2) that affects only very low income customers in some subsidized, individually-metered

housing – typically public housing and privately owned, project-based Section 8 housing. The PUCO Staff’s proposed language is as follows:

Money provided on a monthly basis (e.g. utility allowance) by a public or private agency shall be applied to the PIPP Plus payment amount, then to the balance of the current billing cycle that is not covered by the installment payment, and to the customer’s arrearages if applicable. If such monies result in a credit balance and the account is finalized the company shall refund the credit balance to the customer.

The proposed language incorrectly characterizes “utility allowance” as money that is paid “by a public or private agency.” This reflects a misunderstanding of the utility allowance and suggests that it is somehow a gratuitous gift to the tenant/customer. The utility allowance is, in fact, money that a subsidized housing landlord is obliged to pay to the tenant as part of the subsidized housing formula, and when paid directly to the utility by the landlord that money should be regarded no differently than if it had been paid by the tenant/customer.

The Consumer Groups propose the following changes to the new language in Ohio Adm. Code 4901:1-18-13(C)(2):

~~Money provided on a monthly basis (e.g. utility allowance) by a public or private agency~~ A MONTHLY UTILITY ALLOWANCE PAID DIRECTLY TO THE UTILITY COMPANY BY A LANDLORD ON BEHALF OF A TENANT WHO LIVES IN FEDERALLY SUBSIDIZED HOUSING shall be applied to the PIPP Plus payment amount, then to the balance of the current billing cycle that is not covered by the installment payment, and to the customer's arrearages if applicable. If such ~~monies~~ PAYMENTS result in a credit balance ~~and the account is finalized~~ the company shall refund the credit balance to the customer WHEN THE ACCOUNT IS FINALED.

K. Ohio Adm. Code 4901:1-18-16

Graduate PIPP Plus is available to customers who become ineligible for PIPP due to an increase in income. This plan is available for “twelve billing cycles following enrollment in the program.” The customer pays the “average” of the PIPP Plus payment and the budget bill amount (i.e., the PIPP Plus payment + the budget payment ÷ 2). The customer continues to

receive the incentive reduction in the outstanding arrears. The arrearages are reduced by the difference between the amount of the required payment and the current monthly bill, plus one-twelfth of the arrearages as calculated at the time of enrollment in Graduate PIPP Plus.

After twelve billing cycles, the Graduate PIPP Plus customer is no longer eligible for arrearage credits. Any remaining arrearages may become due, and the customer may be placed on one of the extended payment plans in Ohio Adm. Code 4901:1-18-05.

Essentially, the Graduate PIPP Plus customer is given twelve months to pay off the arrearages. In 2012, 7,673 gas and electric PIPP Plus customers were dropped from the Graduate PIPP Plus program.²⁸ Of these customers, 522 were removed from the Graduate PIPP Plus rolls because they were able to successfully complete the Graduate PIPP Plus program in the initial twelve month period. Another 4,311 customers (or approximately 56 percent) were dropped from the program at the end of twelve months²⁹; however, they were unsuccessful in discharging their total PIPP Plus arrearages within the initial twelve months. The PUCO Staff's review of the program did not analyze Graduate PIPP Plus data and therefore it is difficult to evaluate the impact that the twelve-month restriction had on preventing customers from successfully completing Graduate PIPP Plus.

With a goal of enabling more customers to successfully complete the Graduate PIPP Plus plan, the Consumer Groups recommend that the PUCO and ODSA consider expanding the amount of time customers can be on the Graduate PIPP Plus program. Because enrollment in Graduate PIPP Plus occurs automatically, many customers may not be well informed about the significance of those initial twelve months in discharging all PIPP Plus debt. The PUCO should

²⁸ Gas and Electric PIPP Plus Metrics Summary Data for 2012.

²⁹ Id.

require its Staff to evaluate the impact of expanding the eligibility for Graduate PIPP Plus to at least eighteen months after the customer is no longer eligible for PIPP Plus.

L. Ohio Adm. Code 4901:1-18-16(H)

The Consumer Groups support the proposed new Ohio Adm. Code 4901:1-18-16(H) since it serves the purpose of clarifying the requirements for a current or former graduate PIPP Plus customer to be eligible to re-enroll in PIPP Plus. As stated previously, the Consumer Groups generally support rules that provide greater flexibility to meet the needs of low-income customers.

M. Ohio Adm. Code 4901:1-18-17(C)

Proposed 4901:1-18-17(C) proposes a broader and more punitive set of terms governing the removal and/or termination of a gas or natural gas utility customer's participation in PIPP Plus due to a "fraudulent act." This subsection (C) is supposed to replace Ohio Adm. Code 4901:1-18-17(D), which governs removal and/or termination based on "fraud." Of course, there should be no fraud in the assistance program. For the reasons stated below, the proposed 4901:1-18-17(C) is overreaching, imposes unnecessarily draconian penalties and punishes conduct that may be non-fraudulent and relatively innocuous.

1. Proposed Ohio Adm. Code 4901:1-18-17(C) goes too far based on its own definition of "fraudulent act."

Ohio Adm. Code 4901:1-18-01 defines various words and phrases as used in the chapter. Section (L) of the rule defines "fraudulent act" as the following:

"Fraudulent act" means an intentional misrepresentation or concealment by the customer or consumer of a material fact that the electric, gas, or natural gas utility company relies on to its detriment. "Fraudulent act" does not include tampering.

This phrase "fraudulent act" is subsequently used as the "heading" for proposed 4901:1-18-17(C), as follows:

Fraudulent act. The gas or natural gas utility company shall terminate a customer's participation in PIPP Plus or graduate PIPP Plus when it is determined by the gas or natural gas utility company that the PIPP Plus or graduate PIPP Plus customer was fraudulently enrolled in the program **or when the customer is found to be non-compliant by the Ohio development services agency**. The customer shall be required to pay the income-based payments made and the actual bill amount and to pay any arrearage credits accrued for timely payments during the period the customer was fraudulently enrolled in PIPP Plus and/or graduate PIPP Plus. The gas or natural gas utility company shall credit such amounts received to the company's PIPP Plus rider. The customer shall not be eligible to participate in PIPP Plus, graduate PIPP Plus, or to receive any other benefits available to PIPP Plus customers or graduate PIPP Plus customers for twenty-four months from when the customer is removed from PIPP Plus or graduate PIPP Plus and until any demand for restitution is satisfied. For this twenty-four month period, the gas or natural gas utility company shall treat such customer as subject to rules 4901:1-18-11 of the Administrative code, should the customer return to the gas or natural gas utility company. [Emphasis added.]

The heading "fraudulent act" implies that the rule was intended to apply in those instances where a "fraudulent act" was determined to be present. However, a reading of the actual language of subsection (C) indicates that termination and/or removal of a customer's participation in any and all PIPP programs is authorized in a much wider set of circumstances.

As seen in the bolded text above, subsection (C) expands the reach of former subsection (D) to situations involving conduct more innocuous and less culpable than fraudulent enrollment. The expansive language "or when the customer is found to be non-compliant" by ODSA is troublesome on several counts.

First, when a customer is "non-compliant" is not clear. The term "non-compliant" is not defined in Ohio Adm. Code 4901:1-18-01, and there are no specific parameters for or an explanation of this "non-compliant" concept other than it requires a determination by ODSA (the procedure for which is also undefined). Second, this language is not part of the stated definition of "fraudulent act." Third, there is no rational relationship between imposition of this additional

reason for terminating and/or removing a customer from participating in the PIPP Plus program, and the achievement of the program's intended goals.

Implementing such language without specifying in more detail exactly what constitutes sanctionable non-compliance, and how exactly it is to be determined, will only make it easier for low-income consumers to be removed and/or terminated from the PIPP Plus rolls.

2. Proposed Ohio Adm. Code 4901:1-18-17(C) is overly punitive and uses contradictory language.

Currently, Ohio Adm. Code 4901:1-18-01(D) imposes three consequences once a customer is determined to be fraudulently enrolled in PIPP Plus: (1) the terminated customer is required to "pay the gas utility the actual bill for gas that the customer consumed during the period in which the customer was fraudulently enrolled minus previously paid PIPP payments"; (2) any PIPP Plus arrearage credits that said customer accrued are reversed; and (3) as of the termination/removal date from PIPP Plus, the customer is ineligible to participate in any PIPP Plus-related program and is ineligible to receive any PIPP Plus-related benefits for twenty-four months. Aside from the twenty-four months ineligibility requirement, 4901:1-18-17(D) appears to require repayment and a reversal of arrearage credits that is in line with restoring the gas utility back to its original position, as if the fraudulently-enrolled customer had not enrolled.

However, under proposed Ohio Adm. Code 4901:1-18-17(C), the gas utility stands to gain more than just being made whole, as quoted in pertinent part here:

The customer shall be required to pay the income-based payments made and the actual bill amount and to pay any arrearage credits accrued for timely payments during the period the customer was fraudulently enrolled in PIPP Plus and/or graduate PIPP Plus. The gas or natural gas utility company shall credit such amounts received to the company's PIPP Plus rider. The customer shall not be eligible to participate in PIPP Plus, graduate PIPP Plus, or to receive any other benefits available to PIPP Plus customers or graduate PIPP Plus customers for twenty-four months from when the customer is removed from PIPP Plus or graduate PIPP Plus and until any demand for restitution is satisfied. For this twenty-four

month period, the gas or natural gas utility company shall treat such customer as subject to rules 4901:1-18-11 of the Administrative code, should the customer return to the gas or natural gas utility company. [Emphasis added.]

Terminated PIPP Plus customers are not only required to pay their PIPP Plus payments and any arrearage credits accrued during the time of the fraudulent enrollment or “non-compliance” (whatever that actually means), *they must also pay the actual bill amount for that same time period*. In other words, terminated customers must pay above and beyond the actual bill for service during the period of time in question. This directly contradicts the “demand for restitution” language specified later in the paragraph, if one interprets “restitution” to mean making the company whole.³⁰

The “demand for restitution” includes far more than what would make the gas utility whole. These punitive measures will put low-income customers into even more dire circumstances, since they would be further in debt and unlikely to be able to afford utility service in the foreseeable future.

During winter months, low income individuals must sometimes choose to “heat or eat.”³¹ Without affordable utility service, low-income families are more likely to experience homelessness, family destabilization and a decline in children’s health.³² Therefore, the requirements for restitution that exceed making the gas company whole, in the PUCO Staff’s proposal, should be rejected.

³⁰ According to the Oxford Dictionary of English, restitution is defined as: (1) the restoration of something lost or stolen to its proper owner; (2) recompense for injury or loss; (3) the restoration of something to its original state.

³¹ Frank, Deborah A., et al., *Heat or eat: the Low Income Home Energy Assistance Program and nutritional and health risks among children less than 3 years of age*. Pediatrics, Nov. 2006, 118(5):e1293-302 (available at <http://pediatrics.aappublications.org/content/118/5/e1293.full.pdf+html>).

³² Child Health Impact Working Group, Boston, Massachusetts, *Unhealthy Consequences: Energy Costs and Child Health: A Child Health Impact Assessment of Energy Costs and the Low Income Home Energy Assistance Program* (April 2007) (available at <http://www.hiaguide.org/sites/default/files/ChildHIAofenergycostsandchildhealth.pdf>).

3. Ohio Adm. Code 4901:1-18-17(C) is far too punitive and vague in comparison to the ODSA rule, Ohio Adm. Code 122:5-3-02(I).

As mentioned above, proposed rule 4901:1-18-17(C) requires that PIPP Plus customers terminated for fraudulent enrollment or “non-compliance” (which is not otherwise defined) pay their actual bill incurred during the period of time in question *and* their PIPP Plus payments, in addition to any arrearage credits received. In contrast to this, the parallel rule on the electric side, Ohio Adm. Code 122:5-3-02(I) and its current modified proposal, requires restitution in the form of only all payments made from the PIPP fund for the benefit of the customer and reversal of arrearage credits received during the period of fraudulent enrollment.

The Consumer Groups oppose the inclusion of an undefined concept of “non-compliance” in the proposed Ohio Adm. Code 4901:1-18-17(C) without a precise and transparent definition stating what “non-compliant” and/or “non-compliance” actually entails.³³ However, the Consumer Groups also recommend that the language in Ohio Adm. Code 4901:1-18-17(C) requiring payment of the actual bill on top of the PIPP Plus payments be removed for better alignment with its electric counterpart.

N. Ohio Adm. Code 4901:1-18-17(D)

The PUCO Staff proposed a new rule in Ohio Adm. Code 4901:1-18-17(D) that addresses the payment requirements for customers who voluntarily leave PIPP Plus and then later re-enroll in the program. These requirements appear to be duplicative with the PUCO Staff’s proposed rule in Ohio Adm. Code 4901:1-18-15(E). The Consumer Groups recommend that Ohio Adm. Code 4901:1-18-17(D) be deleted.

³³ As discussed below, the Consumer Groups have similar objections to proposed Ohio Adm. Code 122:5-3-02(I).

O. Ohio Adm. Code 122:5-3-02(I)

Ohio Adm. Code 122:5-3-02(I) sets forth the procedures governing alleged fraudulent enrollment by PIPP Plus electric utility customers. In its current form, an allegation of fraudulent enrollment – also referred to as “participat[ion] as a result of fraud or deception by the customer or any consumer who is a member of the customer’s household” – triggers an investigation by the director of the office of community services. A finding of such fraud and/or deception results in (1) immediate termination from the PIPP Plus program, (2) demand for restitution of all payments made from the PIPP Plus fund for the benefit of the customer during the period of fraudulent enrollment; and (3) reversal of any arrearage credits that accrued during the time of the fraudulent enrollment.

The proposed modification to this rule expands the circumstances under which PIPP Plus electric customers can be removed from participation, as follows:

Removal from PIPP Plus for fraudulent enrollment or non-compliance. In the event that there is an allegation of fraudulent enrollment or non-compliance regarding a PIPP Plus customer, the director, through the office of community ~~services~~ assistance, will investigate such allegation. In the event the director finds that a PIPP Plus customer is enrolled in the PIPP Plus program or continues to participate in the PIPP Plus program as a result of the customer exceeding the income threshold, including cases of fraud, non-compliance, or deception by the customer or any consumer who is a member of the customer’s household, the director shall terminate such customer's enrollment in the PIPP Plus program with immediate effect, demand that the customer make restitution of all payments made from the fund for the benefit of such customer during the period the customer was fraudulently enrolled or non-compliant in the PIPP Plus program, and reverse any arrearage credits received by such customer during the period that the customer was ~~fraudulently enrolled not eligible~~ to participate in the PIPP Plus program. In addition, any such customer found to have fraudulently enrolled or been non-compliant in the PIPP Plus program shall be ineligible to participate in the PIPP Plus program for ~~twenty-four~~ 24 months after the finding of fraudulent enrollment or non-compliance and until any demand for restitution is satisfied.

The Consumer Groups oppose the above changes. As discussed above regarding Ohio Adm. Code 4901:1-18-17(C), the terms “non-compliance” and “non-compliant” as stated in the

proposed rule are not defined with any specificity anywhere in the Chapter. As such, those terms are unacceptably vague and should be removed, until and unless precise and transparent definitions stating what “non-compliant” and “non-compliance” actually entail are also provided.

Further, the addition of the language “the customer exceeding the income threshold” is problematic since the wording fails to distinguish innocent customers who in fact did timely report changes in household income but for unknown reasons, were not timely processed, if processed at all. The Consumer Groups also recommend that the language (regarding customers who exceed the income threshold) be stricken or otherwise rewritten to make clear under which circumstances such customers will be subject to the corresponding penalty.

P. Ohio Adm. Code 122:5-3-03(A)(1)

Ohio Adm. Code 122:5-3-03(A)(1) describes the role of local agencies in administering a one-stop application and eligibility determination process to enroll customers in the PIPP Plus program. ODSA has proposed adding a new responsibility for the local agencies: “confirming that the PIPP Plus customer has no outstanding liabilities to the state of Ohio.”

The proposed rule does not identify what “liabilities” local agencies are supposed to search for, how local agencies perform this function, or what available resources local agencies must have to perform this function. In addition, the eligibility requirements for PIPP Plus are specified in Ohio Adm. Code 122:5-3-02. The requirements do not include the absence of “liabilities to the State of Ohio” as a condition for participating in PIPP Plus. Adding such a requirement is ill-advised and not in the public interest.

Low-income customers predictably have more involvement with the state programs than do more affluent customers, most with some potential for a “liability.” This broad directive could capture, for example, a missed child support payment; the state’s inadvertent overpayment

of unemployment compensation, workers compensation or Ohio Works First benefits; an unpaid traffic ticket; or underpayment of income tax.

Requiring local agencies to verify such information would be bad public policy. And it would require the agencies to have authorization to access, coordinate and search numerous state databases. The new clause should not be adopted.

II. Comments on Ohio Adm. Code Chapter 4901:1-17

A. Ohio Adm. Code 4901:1-17-02(D)

Ohio Adm. Code 4901:1-17-02(D) requires utilities to have written credit procedures that outline the process for new service applicants or existing customers to either establish or reestablish credit with the utility. The existing rule requires each utility to inform new applicants or existing customers, upon request, about their current credit procedures. This information may be provided either orally or in writing. The current rule also allows utilities to provide a summary of their credit procedures to applicants and customers, “in plain English....” The summary must be reviewed and approved by the PUCO Staff prior to public distribution.

The PUCO Staff has proposed modifying this rule to take away utilities’ option of providing a summary of their credit procedures to applicants and customers. As shown below, the PUCO Staff proposes to delete the last two sentences of the rule:

The utility company shall make its current credit procedures available to applicants and customers upon request and shall provide this information either verbally or in writing, based upon the applicant’s or customer’s preference. ~~The utility may also provide its applicants or customers with a summary of the utility company’s credit procedures, which shall be written in plain English. This summary must be reviewed and approved by commission staff before distribution to the utility company’s applicants or customers.~~

The Consumer Groups oppose eliminating the language that utilities provide a written summary of their credit procedures to customers and applicants. The PUCO’s rules include

several different options for residential customers to demonstrate creditworthiness. Customers can demonstrate financial responsibility one or more of the following methods: a credit check; owning property in the service area; showing they have had a similar class of service within the previous twenty-four months; a cash deposit; or using a guarantor.³⁴ Each of these methods can be complicated. A “plain English” written summary helps ensure that consumers have the information they need, and in an easy-to-comprehend manner, to make an informed choice concerning how they may demonstrate financial responsibility.

This is especially important given the consumer protection implications that are involved with these choices. For example, the PUCO’s rules allow utilities to request an applicant’s social security number (“SSN”) to obtain credit information and to establish identity.³⁵ However, many customers are concerned about inappropriate disclosure of the SSN and the potential for identity theft. In recognition of this concern, the PUCO prohibits utilities from denying service to anyone who refuses to provide a social security number.³⁶ The utility must give such consumers another option for establishing creditworthiness.³⁷ A “plain English” written summary of the utility’s credit procedures helps ensure that consumers are properly informed about the options available for establishing creditworthiness with the utility.

The Consumer Groups also support the continuing role of the PUCO Staff in reviewing the written summary of utilities’ credit procedures before this information is publicly disseminated. The Consumer Groups recommend that the PUCO not adopt the Staff’s proposed change to Ohio Adm. Code 4901:1-17-02(D), and instead adopt the following alternative rule:

³⁴ Ohio Adm. Code 4901:1-17-03.

³⁵ Ohio Adm. Code 4901:1-17-03(A)(2).

³⁶ Id.

³⁷ Id.

The utility company shall make its current credit procedures available to applicants and customers upon request and shall provide this information either verbally or in writing, based upon the applicant's or customer's preference. IF THE REQUEST IS MADE TO PROVIDE THIS INFORMATION IN WRITING, the utility SHALL ~~may also~~ provide its applicants or customers with a summary of the utility company's credit procedures, ~~which shall be written in plain English~~ WHICH SHALL USE LAYMAN'S TERMS. This summary must be reviewed and approved by commission staff before distribution to the utility company's applicants or customers.

B. Ohio Adm. Code 4901:1-17-03(A)

Ohio Adm. Code 4901:1-17-03(A) allows utilities to perform credit checks on applicants as the first option for determining if the applicants are a satisfactory credit risk. The utility must inform applicants of other available options to demonstrate financial responsibility only if a credit check shows that an applicant is not creditworthy, or if the applicant refuses to provide the utility with his/her SSN to have the credit check performed.

While the Consumer Groups support customers having the option to use credit checks as one way to demonstrate financial responsibility, the PUCO should not prefer one method over others. In fact, Ohio law specifically mandates several methods that are available for consumers to demonstrate financial responsibility without a credit check. These methods involve the customer being a freeholder who is financially responsible, securing a guarantor or paying a deposit.³⁸

In order for credit checks to be performed, applicants are required to disclose their SSN and potentially the SSN of others in the household. The disclosure of SSNs potentially places applicants and others in the household at risk for identity theft. These concerns are well-founded, considering that the PUCO's rules do not require utilities to perform privacy impact assessments based on the personal information they collect from customers, including SSNs, or

³⁸ R.C. 4933.17.

to disclose the processes and procedures that are used to protect the integrity of customer personal information. A privacy impact assessment is an analysis of how personally identifiable information is collected, used, shared and maintained.³⁹ The purpose of such an assessment is to demonstrate that a utility has consciously incorporated privacy protections throughout the process of collecting and using customer information.

The Consumer Groups recommend that Ohio Adm. Code 4901:1-17-03(A) be modified as follows:

Each utility company SHALL INFORM APPLICANTS FOR SERVICE OF ALL OPTIONS AVAILABLE UNDER THIS RULE TO ~~may use a credit check, pursuant to (A)(2) of this rule, as the first criterion by which an applicant may~~ establish financial responsibility. A UTILITY COMPANY MUST PERFORM PERIODIC PRIVACY IMPACT ASSESSMENTS BASED ON THE INFORMATION IT COLLECTS FROM CUSTOMERS, INCLUDING SOCIAL SECURITY NUMBERS, AND PUBLICLY FILE THESE REPORTS AT THE COMMISSION. ~~If the results of the credit check, at the time of the application do not establish financial responsibility for the applicant or the applicant refuses to provide his/her social security number, each utility company shall then advise the applicant of each of the remaining criteria available under this rule to establish financial responsibility.~~

This proposed change would also eliminate the duplicative language regarding the use of SSNs currently in this rule and Ohio Adm. Code 4901:1-17-03(A)(2). And by removing the reference to credit checks, the proposed change would also eliminate the confusion regarding the purpose of Ohio Adm. Code 4901:1-17-03(A)(2), as discussed below.

C. Ohio Adm. Code 4901:1-17-03(A)(2)

This provision allows applicants to demonstrate that they are a satisfactory credit risk “by means that may be quickly and inexpensively checked by the utility company.” This presumably refers to means other than credit checks, which are discussed in Ohio Adm. Code 4901:1-17-03(A). Paragraph (A) outlines the process when credit checks do not establish creditworthiness

³⁹ See <http://www.ftc.gov/ftc/privacyimpactassessment.shtm>.

and when consumers decline to provide their SSN. Having a discussion of the use of SSNs in both paragraph (A) and paragraph (A)(2) is unnecessarily repetitive and confusing.

Since paragraphs (A)(1) through (5) are meant to set out the means by which an applicant may establish creditworthiness,⁴⁰ any discussion of credit checks and the collection of SSNs should be confined to paragraph (A)(2).

Ohio Adm. Code 4901:1-17-03(A)(2) allows utilities to request an applicant's SSN for the purpose of obtaining credit information and to establish identity. However, utilities are not obligated to inform applicants of the other options available to demonstrate financial responsibility unless they object to providing their SSN.

In addition, while the use of the SSN may be necessary for performing credit checks, the SSN should not be used as a primary means for applicants to establish their identity. The Social Security Administration has initiated programs encouraging businesses and others to use alternative identifiers instead of SSNs to help protect the integrity of individual SSNs. The following excerpt is provided from the Social Security Administration's website:⁴¹

In an effort to curtail identity theft, the Social Security Administration (SSA) is initiating a public information program to encourage the use of alternate identifiers in place of the Social Security Number (SSN.) Many organizations including businesses, government agencies, medical facilities and educational institutions continue to use the SSN as the primary identifier for their record keeping systems. We are seeking your support, as well as the support of the general public, in helping to ensure the integrity of individual SSNs.

Identity theft is one of the fastest growing crimes in American society. The routine and often indiscriminate use of SSNs as identifiers creates opportunities for individuals to inappropriately obtain personal information. Repetitive use and disclosure of SSNs in organizational record keeping systems, multiplies the susceptibility of persons to potential identity theft. Through misuse of SSNs, individuals are subject to the danger of identity theft and its repercussions. Access to an individual's SSN can enable an identity

⁴⁰ Ohio Adm. Code 4901:1-17-03(A).

⁴¹ <http://www.ssa.gov/phila/ProtectingSSNs.htm>.

thief to obtain information that can result in significant financial difficulties for the victim. While this can be disruptive for the individual, it can also lead to civil liability for the organization and its individual employees if someone is harmed by information that has been made available to others.

An organization's collection and use of SSNs can increase the risk of identity theft and fraud. Each time an individual divulges his or her SSN, the potential for a thief to illegitimately gain access to bank accounts, credit cards, driving records, tax and employment histories and other private information increases. Because many organizations still use SSNs as the primary identifier, exposure to identity theft and fraud remains.

The Consumer Groups recommend that the PUCO require utilities to disclose to applicants and customers all options that are available to demonstrate creditworthiness before requesting an SSN for credit checks. In addition, the PUCO should prohibit utilities from using an applicant's SSN as the primary means for establishing identity, and should require utilities to use alternative identifiers instead. Ohio Adm. Code 4901:1-17-03(A)(2) should be modified as follows:

The applicant demonstrates that he/she is a satisfactory credit risk by means that may be quickly and inexpensively checked by the utility company. Under this provision, the utility company may request the applicant's social security number in order to obtain credit information ~~and to establish identity.~~ PROVIDED THAT THE UTILITY COMPANY FIRST INFORMS THE APPLICANT OF ALL OPTIONS AVAILABLE UNDER THIS RULE TO ESTABLISH CREDITWORTHINESS. The utility company may not refuse to provide service if the applicant elects not to provide his/her social security number. A UTILITY COMPANY SHALL NOT USE THE APPLICANT'S SOCIAL SECURITY NUMBER FOR THE PRIMARY PURPOSE OF ESTABLISHING IDENTITY. ~~If the applicant declines the utility company's request for a social security number, the utility company shall inform the applicant of all other options for establishing creditworthiness.~~

D. Ohio Adm. Code 4901:1-17-03(A)(5)(b)

The PUCO Staff proposed amending Ohio Adm. Code 4901:1-17-03(A)(5)(b) to require the use of a standard guarantor agreement that will be provided for applicants and customers on the PUCO's website. The use of a standard form in establishing guarantor agreements appears reasonable.

However, the draft rule included the following commentary regarding a utility's collection of an individual customer's unpaid arrearages from all customers and how it supposedly benefits them: "Since a utility company may seek recovery of any unpaid arrearage from ratepayers, both residential and nonresidential, continuation of the current rules may assist in further reducing any unpaid arrearages; thus, benefitting the ratepayers." This commentary is not related to responsibilities concerning the guarantor agreement. The PUCO should not adopt the new language proposed by the PUCO Staff.

The Consumer Groups recommend amending the proposed rule as follows:

The guarantor shall sign the written agreement provided by the commission in Appendix A, which will also be posted on the commission's website in the forms section. ~~Since a utility company may seek recovery of an unpaid arrearages from ratepayers, both residential and nonresidential, continuation of the current rules may assist in further reducing any unpaid arrearages; thus, benefitting the ratepayers.~~ The utility company shall provide the guarantor with a copy of the signed agreement and shall keep the original on file during the term of the guaranty.

III. Comments on Non-PIPP Provisions of Ohio Adm. Code Chapter 4901:1-18

A. Ohio Adm. Code 4901: 1-18-01(P)

The Consumer Groups support the PUCO Staff's proposed definition of "on-time payment." In addition to aligning with ODSA's current rule regarding the definition of on-time payment, this definition provides maximum flexibility and opportunity for low-income customers to earn the benefits provided in the PIPP Plus arrearages forgiveness program. For these customers, who struggle on a month-to-month basis to make ends meet on a limited income, allowing more time to make their utility bill payments is a definite benefit. It should also improve the arrearage forgiveness success rate.

B. Ohio Adm. Code 4901:1-18-05

Ohio Adm. Code 4901:1-18-05(A) and (B) pertain to the offering of payment plans by utility companies. The Consumer Groups appreciate that the PUCO specifically encourages and endorses a few particular plans in this rule. The Consumer Groups also believe that there is room for improvement, and offer a few modest changes below. These suggestions are born from representing consumers who have difficulty paying utility bills, as well as some statistical support.

One measure of the effectiveness of extended payment plans is the number of customers who are able to avoid disconnection as a result of being on the plan. In 2012, there were 355,341 residential natural gas and electric customers disconnected for non-payment.⁴² However, there were approximately 128,100 residential customers during the same year who were able to avoid disconnection by using extended payment plans that were offered by the utility.⁴³ For the customers who were disconnected, 67,401 (or approximate 19 percent) were on extended payment plans prior to their disconnection.⁴⁴ Therefore, the vast majority of disconnected customers (287,940) were on no extended payment plan at the time they were disconnected.

The Consumer Groups are concerned that such a high percentage of residential customers either did not know about the availability of extended payment plans or were unable to obtain favorable payment terms if they contacted the utility. Further, the Consumer Groups are concerned about the relatively high number of customers (the 67,401) who defaulted on an extended payment plan and were then disconnected.

⁴² PIPP Plus Metrics Summary Report for 2012, Extended Payment Plan Data.

⁴³ Id.

⁴⁴ Id.

In addition to the health and safety issues associated with disconnection of utility services, default in utility payments results in late payment charges, collection trip charges, reconnection fees, deposits, higher uncollectible debt riders and all the other costs associated with not having services. Thus, the Consumer Groups recommend the following change to section (A):

Upon contact by a customer whose account is delinquent or who desires to avoid a delinquency the utility company shall inform the customer that it will make reasonable extensions or other payment plans appropriate for both the customer and the utility company. If the customer proposes payment terms or states they are unable to pay their bill, the utility company may exercise reasonable discretion in the acceptance of the payment terms based upon the account balance, the length of time that the balance has been outstanding, the customer's recent payment history, the reasons why payment was not made, and any other relevant factors concerning including, health, age, DISABILITY, and family circumstances.

Regarding section (B), the Consumer Groups appreciate the availability of the PUCO-ordered payment plans such as the one-sixth and one-ninth plans offered in subsections (1) and (2), as well as the one-third plan for the Winter heating season in subsection (3). Given the current state of the economy as many Ohioans are either still searching for work or adjusting to a lower paying job than the one they lost, there is a need for plans with even greater flexibility. During 2012, customers who were on the one-sixth payment plan tended to have considerably higher default rates than customers on other payment plans such as the one-third and one-ninth payment plans.⁴⁵

The Consumer Groups propose that utility companies also be required to offer a one-twelfth (1/12) payment plan as described herein:

**(4) ONE-TWELFTH PLAN – A PLAN THAT REQUIRES TWELVE
EQUAL MONTHLY PAYMENTS ON THE PAST DUE BALANCES IN**

⁴⁵ According to the PIPP Plus Metrics Data for 2012, there were 2,488 defaults on the one-third plan, 14,402 defaults on the one-ninth plan, and 33,582 defaults on the one-sixth payment plan.

ADDITION TO A BUDGET PAYMENT PLAN FOR THE PROJECTED MONTHLY BILLS, WHICH WILL END TWELVE MONTHS FROM THE INITIAL PAYMENT. THE BUDGET PORTION OF THE PAYMENTS MAY BE ADJUSTED PERIODICALLY DURING THE TWELVE MONTH PERIOD AS NEEDED.

In addition to the newly proposed one-twelfth plan, the Consumer Groups recommend that a hard cap be established on the amount any customer must pay in addition to their regular monthly bill. It is apparent that if customers are struggling and have been unable to pay their current bill, then paying an additional amount will be at least as troublesome. In order to provide payment options that customers can reasonably expect to meet, the Consumer Groups recommend that regardless of the payment plan chosen, the extra payment should be capped at \$50. This should help ensure that the utilities are managing collections by avoiding the large build-up of arrears and should improve the default rate for customers on extended payment plans.

The Consumer Groups recommend the following new subsection to (B):

(5) IN ADDITION TO ANY PAYMENT PLAN LISTED IN THIS RULE, THE UTILITY COMPANY SHALL ENSURE THAT A PLAN AGREED TO BY THE UTILITY AND THE CUSTOMER LIMITS THE PAYMENT AMOUNT TO NO MORE THAN \$50 PER MONTH IN ADDITION TO CURRENT CHARGES.

C. Ohio Adm. Code 4901:1-18-06(A)(3)(a)

The Consumer Groups support the change to proposed 4901:1-18-06(A)(3)(a) permitting customers to designate a third party to receive notification of delinquent payment. If a customer has difficulty remembering to pay bills and seeks assistance to manage this problem, it is appropriate for the utility to provide this *de minimis* amount of assistance. Ultimately, such notices should provide a benefit to both customers (and any guarantors), who may avoid late fees or disconnection, as well as the utility, which will avoid the costs associated with multiple reminders and disconnection notices, not to mention the cost of disconnection.

D. Ohio Adm. Code 4901:1-18-06(C)

The PUCO Staff has proposed only two changes to the medical certification procedure: posting the medical certification forms on the PUCO website; and replacing “the nature of the medical condition and explanation” of the need for equipment, with a “statement” of the need for medical or life-supporting equipment, if applicable. The Consumer Groups endorse both of those changes.

The rule is authorized by R.C. 4933.122(C), which also requires that “[s]uch procedures shall take into account the need to include reasonable provisions for elderly and handicapped consumers.” Neither the current rule nor the proposed amendments address this.

To bring the rule into conformity with the statute, the Consumer Groups propose adding a third criterion of certification of need:

(C) IF THE DISCONNECTION OF SERVICE WOULD BE ESPECIALLY DANGEROUS TO AN ELDERLY OR HANDICAPPED PERSON WHO IS A PERMANENT RESIDENT OF THE PREMISES.

Something as simple as the availability of the medical certification forms has proven a problem where the utility has read literally the opening sentence in (3)(a) that a form is to be provided “upon request of any residential consumer.” To avoid confusion on this issue, the Consumer Group propose also removing “of any residential consumer” so that the form shall be provided “upon request.”

The Consumer Groups have additional comments related to the medical certification form, which are included as Attachment 1 to these Comments. The edits either improve readability or conform to proposed changes in the text of the rule.

E. Ohio Adm. Code 4901:1-18-06(D)

This proposed new provision properly addresses a common problem that can be very costly for the affected tenant. For example, the tenant anticipates a move, orders the utility to

terminate service, and moves. But the landlord might not permit the utility access for getting a final meter reading and so the utility continues to bill the now-former tenant for service. In fact, the landlord could have an incentive to not cooperate with the utility because, under the current rule, the tenant continues to be liable until the meter is read, allowing the landlord free utility service. The proposed rule resolves that situation by making clear that the tenant has no liability for the service once the tenant has moved.

The Consumer Groups thank the PUCO Staff for recognizing this real-world problem and proposing a rule to that sets an appropriate means to resolve these issues appropriately. Still, the Consumer Groups recommend the following change to paragraph 3 to provide a reasonable means of establishing the date on which the tenant vacated the premises:

(3) The customer of record requesting termination of service will not be financially responsible for the utility service consumed from the date of move-out. THE COMPANY MAY REQUIRE THE CUSTOMER TO AFFIRM IN WRITING THE DATE ON WHICH THE CUSTOMER VACATED THE PREMISES.

F. Ohio Adm. Code 4901:1-18-06(F)

The PUCO Staff's proposed rule Ohio Adm. Code 4901:1-18-06(F) provides more transparency, and the Consumer Groups endorse most of the proposed rule. The Consumer Groups particularly believe that subsection (2), requiring utilities to provide notice to new residents/applicants that they may be disconnected for failure to pay a deposit, is especially helpful to encourage new customers establishing service to understand the consequences of failing to pay a deposit.

The PUCO Staff has proposed in Ohio Adm. Code 4901:1-18-06(F) new language that is limited to accounts where the landlord and the utility have entered into a "reversion agreement" for properties in which the tenants are utility customers. Under such an agreement, the utility

agrees that it will not turn off the services to an individually metered unit. When the tenant moves or fails to pay, the account “reverts” to the landlord.

Proposed Ohio Adm. Code 4901:1-18-06(F)(1) would require the utility to provide a copy of the reversion agreement to the landlord. It does not, however, have any requirement for the utility to communicate anything about the agreement to the tenant, who is the utility’s customer. At a minimum, the utility should be required to provide some notice to the tenant that the utility has such an agreement with the landlord.

Proposed Ohio Adm. Code 4901:1-18-06(F)(3) improperly makes a new tenant liable to the utility for any services used between the moment of moving in and the establishment of a new customer account. This should be a matter strictly between the tenant and landlord, who has chosen to leave service on in a vacant home. Unlike the landlord, the utility is in no position to ascertain when the tenant occupied the premises. The utility must also have a meter reading in order to determine usage and should not be permitted to bill the new tenant for services used before the tenant became a customer.

The proposed rule tries to address this by fixing liability from the date of the lease. However, tenancies often begin with no lease – and there is no assurance that a date on the lease will match the actual occupancy date. The Consumer Groups recommend amending Ohio Adm. Code 4901:1-18-06(F)(3) as follows:

Under the circumstance where the new resident becomes a consumer of the electric, gas, or natural gas service that was left on by virtue of the landlord/reversion agreement, the consumer will be financially responsible TO THE UTILITY COMPANY for ONLY the utility service consumed from the date THAT THE TENANT ESTABLISHES AN ACCOUNT WITH THE UTILITY COMPANY.

G. Ohio Adm. Code 4901:1-18-08

The Consumer Groups’ proposed changes reflect some of the organizations’ extensive experience representing affected tenants as well as the operation of rent escrow. Most of these provisions apply only to tenants – “consumers” – whose gas and/or electric service is master-metered. These are often, but certainly not exclusively, low-income tenants. Disconnection of master-metered premises because of the landlord’s non-payment is a serious problem and happens often.⁴⁶

The rules provide two options that tenants can use to avoid loss of or to regain service: escrow the rent or pay the landlord’s current charges. Both are cumbersome and require that the tenants in multi-unit apartment building act collectively, which entails an extraordinary level of sophistication and organization.

The Consumer Groups are not aware of any data as to how often either of these procedures has been used. But anecdotally the Legal Aid organizations joining in these Comments are collectively aware of only a very few cases where multi-metered tenants have successfully used rent escrow to maintain utility service. This procedure, described in rule 8(E), requires that

- at least 50% of the tenants must sign a petition-like notice to the landlord;
- each tenant must file a rent escrow complaint with the municipal court; and
- each tenant must file a motion in the rent escrow case asking the court to release their rent to the utility.

With the goal of making the escrow provision more realistic, the Consumer Groups propose amending the escrow rule by reducing the number of tenants required from “fifty per

⁴⁶ Based upon review of PUCO anecdotal complaint data and general issues that are addressed by the legal aid societies.

cent or more of the tenants of the occupied dwelling units in a multi-unit dwelling” to “the lesser of 20 tenants or twenty-five percent” of those tenants.

H. Ohio Adm. Code 4901:1-18-08(K) and (L)

These provisions address a situation in which the landlord customer voluntarily elects to terminate service. While Section (E) provides options for tenants to retain service when the landlord has not paid the utility bill (i.e., paying current charges or escrow rent), moving or suing are the only options when the landlord has voluntarily ordered the utility to turn off the services.

The present rule requires the utility to give the tenant a ten-day shut-off notice. The Consumer Groups propose that the required notice be expanded from ten to thirty days. While notice is essential, the experience of many of the Consumer Groups has been that ten days is inadequate. For example, it is not reasonable to expect a family to locate a new home, enter into a rental agreement, pay a rental deposit, and relocate with no more than ten days’ notice.

The Ohio landlord tenant law – R.C. 5321.17 – requires a landlord to give at least thirty days’ notice to terminate a month-to-month tenancy; even an eviction for nonpayment of rent will require almost a month from the date of the initial thirty-day notice. Because the rule already provides that the owner is responsible for the cost of service during the notice period, this presents no additional expense to the utility.

I. Ohio Adm. Code 4901:1-18-08(M)

The Consumer Groups support this important PUCO Staff proposal, which assures the same protections to a tenant where the utility company had not known that the service was master-metered. The tenant’s risk is the same regardless of whether the company had prior knowledge of her presence. Without this protection, tenants are taken completely by surprise when the lights – or the heat – go off. Without this amendment the tenant has no certain recourse for regaining even temporary service.

J. Ohio Adm. Code 4901:1-18-10(A) (Insufficient reasons for refusing service or for disconnecting service)

Paragraph 10(A) restricts the utility's ability to deny service to one customer because of another customer's bill. This protection is also provided for gas customers by statute (R.C. 4933.12). At one time the rule was identical to the statute. However, it was amended to its present form several years ago. The Consumer Groups propose restoring the statutory language for both gas and electric.

Present rule 10(A) restricts the company from refusing or disconnecting service because of

Failure to pay for service furnished to a former customer unless the former customer and the new applicant for service continue to be members of the same household.

But R.C. 4933.12(B) states:

The company shall not refuse to furnish gas on account of arrearages due it for gas furnished to persons formerly receiving services at the premises as customers of the company, provided the former customers are not continuing to reside at the premises.

The PUCO should make rule 10(A) identical to the language in R.C. 4933.12(B).

IV. Answers to Energy Conservation Questions⁴⁷

Question (1):

PIPP Plus customers pay a percentage of their income as their required monthly payment and are awarded incentive credits for making on-time and in-full payments. These incentive credits help PIPP Plus customers reduce old debt and prevent any new debt from accruing. After 24 months of timely in-full payments, it is possible for a PIPP Plus customer to have no debt and go forward debt free. The PIPP Plus payment amount is tied to a customer's income and not usage. After the PIPP Plus customer has had the opportunity to do away with his or her arrearages, should a new process be in place which encourages this customer to conserve energy, thus decreasing his or her usage?

⁴⁷ With respect to the Energy Conservation section of these Comments, the Office of the Ohio Consumers' Counsel's participation is limited solely to the recommendation for the two pilot programs described herein.

The Consumer Groups support encouraging conservation by low-income energy consumers, including customers participating in PIPP Plus. The Consumer Groups see no distinction between residential customers generally, including low-income customers, PIPP Plus customers who are continuing to work off arrearages and PIPP Plus who have eliminated their arrearages by making consistent payments.

Promoting energy conservation makes sense. Increasing conservation behavior can help control the cost of PIPP Plus, and to prepare customers who are fortunate enough to have their income increase to the point a family no longer needs the program, or who leave the program for other reasons. Individuals, families, and society as a whole benefit from reduced energy use.

For the reasons discussed below, the Consumer Groups support development of a pilot program that uses two different approaches to encouraging conservation by PIPP Plus clients. The first is a traditional customer education program. This education can be delivered in conjunction with weatherization or energy efficiency services or through an education program provided at an agency, community center or another appropriate setting. The second approach is to implement a behavior modification program using the Opower model, which involves mailings comparing energy use of the client to other customers in similar homes coupled with suggestions on how to save energy.

The Consumer Groups recommend piloting both approaches because it is critical to determine whether or not the investment is cost effective. ODSA has specific authority to conduct a consumer education program.⁴⁸

Intuitively, one would think that an education or behavior modification program would inherently result in a conservation response from any utility customer, not just PIPP Plus

⁴⁸ R.C. 4928.56.

customers. However, as discussed below, PIPP Plus clients are somewhat different from the average residential customers and these differences may be an impediment to achieving a cost-effective outcome. In addition, the impacts of education or behavioral modification programs are modest at best, in the range of 1-3% of overall energy use, and the usage reduction lacks persistence. However, when looking at the potential in the aggregate, achieving this modest level of savings may still be cost-effective. A well-designed pilot can provide the data necessary to determine whether implementation of a broader program is warranted.

A review of the literature on low-income energy use patterns reveals that it is extremely difficult, time consuming and expensive to determine whether or not an individual household has engaged in behavior that conserves energy. Data indicate that PIPP Plus customers use more energy than the average residential customer. Low-income customers overall have a higher level of energy usage per square foot; a higher energy intensity, which can be primarily attributed to the age of appliances and other energy-using devices, and the quality and age of the housing stock in which these families reside.⁴⁹

Data also indicate that low-income customers generally have lower energy use than average residential customers despite having a higher intensity of energy use, primarily because the average low-income customer lives in a smaller home.⁵⁰ For example, low-income families are more likely to live in apartments, particularly older apartments, than the average residential customers.⁵¹

⁴⁹ See the Residential Energy Conservation Survey (“RECS”), available at <http://www.eia.gov/consumption/residential/data/2009/>, Table CE1.3 Summary Household Site Consumption and Expenditures in Midwest Region, Division, and State – Totals and Intensities, 2009

⁵⁰ Eighty percent of low income customers now have some form of air conditioning. See RECS, Table CE3.3 Household Site End-Use Consumption in the Midwest Region, 2009 Percents, Final.

⁵¹ RECS, Table HC9.1 Household Demographics of U.S. Homes, by Housing Unit Types, 2009.

The primary issue for PIPP Plus customers is not the amount of energy used, but the affordability of the bill. Analysts refer to this as the energy burden; the percentage of a household's income that is devoted to paying for energy costs. PIPP Plus customers are generally poorer than other low income customers. PIPP Plus customers tend to live in substandard housing which is far less efficient than that of most customers. PIPP Plus customers, based on anecdotal reports from the agencies that handle intake for the program, also tend to have larger families and live in larger dwellings.

The combination of low income, poor quality housing, housing that is larger than average customer, and the larger number of people in PIPP Plus households explains much, if not all, of the higher usage.⁵² All of these factors conspire to dictate energy consumption in a way that trumps any price signal. Thus the lack of a price signal has a negligible impact at best on customer usage.

Many among the Consumer Groups have consistently supported low income weatherization programs as the primary vehicle to reduce energy usage by low income customers. Ohio's low income weatherization programs use a "house is a system" approach which involves a comprehensive audit of the residence and a determination of what combination of energy efficiency measures yield the maximum cost-effective savings. As a part of this synergistic approach, energy efficiency measures are combined with consumer education. The education focuses both on how the home operates because of the installed efficiency measures, and what actions the family can take to decrease energy use – through lowering thermostats (or the use of set-back thermostats), maintaining appropriate humidity levels in the home, and the use of "smart strips" to reduce usage by electronic equipment, among other techniques.

⁵² RECS data supports these conclusions. See Table HC9.4 Household Demographics of U.S. Homes, by Number of Household Members, 2009 and Table HC9.5 Household Demographics of U.S. Homes, by Household Income, 2009.

Ohio's weatherization programs have an excellent record of delivering significant reductions in household energy use. The programs target high energy users; families with high energy burdens; families with elderly or disabled individuals; and families with children under the age of six residing in the home. The installation of energy efficiency measures financed by federal taxes and customer-funded programs, along with utility energy efficiency and demand side management portfolios, provides quantifiable savings which, to a great extent, require no actions on the part of the customer.

Savings from changes in behavior caused by customer education programs are much harder to quantify and lack persistence. In order to determine the level of savings from an education or behavioral modification program, established monitoring and verification protocols must be used. These are the same protocols that are used to determine the impact of weatherization.

Generally, the protocols require a year of usage as the baseline by which to evaluate changes in energy use the following year. The usage during the year is weather-normalized to eliminate the effect of colder or hotter than normal winter, summer and shoulder seasons. The customer usage the following year is calculated and, again, a weather-normalization is applied. Comparing these two numbers quantifies the reduction in usage based on changes in the home. Note that this process only yields information on the changes in use year-over-year. It does not explain *why* the change in consumption has occurred.

Accurate year-over-year comparisons are more complex than a simple comparison of weather-normalized annual usage. Low-income households are often changing in composition. A new child, an elderly parent or multiple individuals can join or leave the home during the second year. A member of the family can become ill and be forced to stay at home, altering the

heating or cooling needs. Energy-using devices can be replaced (or not replaced) because they have broken or worn out, or new energy-using devices may be added. This can be new electronic equipment resulting from new residents increasing the size of the family unit, or a member of the household begins using an oxygen machine or other medical device.⁵³ A myriad of factors can affect usage, up or down. Conservation training is a positive regardless of these factors, but teasing the impact of conservation out of the data is difficult.

Behavioral modification programs cannot address these variables either. However, rather than comparing the energy usage in an individual home, these programs compare a customer's actual usage (which is not weather normalized) against the usage of a group of homes that are similar in size, age and other factors. Customers receiving these "home energy reports" may be motivated to change usage patterns or behaviors so the household usage comes closer to the more efficient homes in the sample. Tips on how to conserve energy or participate in programs that subsidize energy measures are included.

The impact of these reports is determined by comparing the use of customers receiving the reports against a much larger control group. Opower, the dominant provider in this field, has calculated savings from customers receiving the home energy report of 1-2%. Under the protocols used to count efficiency savings for the purpose of meeting Ohio's benchmarks, the savings can be counted only for one year; there is assumed to be no persistence to the savings absent the continued receipt of the home energy report and energy saving tips.

It is relatively cost-effective to determine energy savings on a macro level for an Opower type behavioral modification program. The cost associated with determining savings from an individual customer compared to its prior year usage is extremely difficult, as discussed above.

⁵³ ODSA collects data on the makeup of households as a part of the application project for low income energy benefits. The Consumer Groups informally requested several reports that would provide information on changes in family makeup but ODSA was unable to answer these requests.

The literature indicates that consumer education programs will produce between a 1-3% reduction in usage, which will decline over time and disappears after three years.

Community-based nonprofits and other entities that provide weatherization services deliver customer education programs as a part of energy efficiency services. Education is provided at a cost of \$15-45 per client. Opower also has a program targeting low income customers that is a variation on their standard behavioral modification program. The Consumer Groups would be happy to work with the PUCO to develop an appropriately structured pilot program to determine the effectiveness of such a program on the consumption of PIPP Plus customers. However, because of the issues noted above, the Consumer Groups do not support a conservation program that would penalize PIPP Plus customers who fail to reduce usage. The Consumer Groups also do not see a program that provides incentives as workable.

There are a number of reasons that PIPP Plus customers use more energy overall than the average residential customers or low income customers generally, and none of them are in any way related to the absence of a price signal. PIPP Plus customers and others who take advantage of bill payment assistance programs are also the poorest of the poor. That is why these families are using the program. Installing a comprehensive package of weatherization measures can reduce usage in these residences to the point where some families can leave PIPP Plus, and those who can afford their energy bills after services are provided do leave the program. Nonetheless, most PIPP Plus clients are so poor that weatherization alone cannot make their bills affordable. The lack of a price signal is essentially meaningless.

Question (2):

Would a program that offers the PIPP Plus customer a fixed percentage off the monthly bill be a reasonable way to encourage customers to conserve energy? The percentage off could be higher for those customers with lower income. For example: A customer's monthly bill is \$100, the customer fixed percentage off is 20%, the customer would receive a \$20 credit. The customer would pay \$80. If the customer's

bill was \$130, the customer would receive a \$26 credit and would pay \$104. The customer could lessen the required bill amount by decreasing one's usage, thus decreasing one's bill.

The driving factor in determining whether a low-income family enrolls in PIPP Plus is the energy burden faced by the household.⁵⁴ A high energy burden is defined as when energy bills are greater than 15% of a family's income.⁵⁵ As noted above, low-income households participating in PIPP Plus face a number of challenges to controlling energy use: changes in household makeup; larger family units; larger homes; and poorer quality housing.

The question presumes that the lack of a price signal inhibits conservation and that the introduction of a price signal will induce PIPP Plus customers to conserve. The data show that low income households generally use less energy overall than the average residential customer; PIPP Plus customers are the exception for the reasons noted above.

There is no data to indicate that introducing a price signal to PIPP Plus customers would result in greater conservation. The anecdotal evidence indicates that PIPP Plus customers do not keep their homes hotter in the winter or cooler in the summer than any other customer, leave the lights on more often or have audio/video equipment operating when no one is watching or listening, any more than an average household. What is clear is that a "percentage of income" model improves payment performance, and the improved payment performance far outweighs whatever conservation impact would be produced by changing to a percentage discount program.

The reason why the PUCO originally adopted the percentage of income model is that it focuses on affordability by linking the size of payments to the ability to pay. This approach

⁵⁴ See Fischer, Sheehan and Colton, *Home Energy Affordability Gap – Ohio*, http://www.homeenergyaffordabilitygap.com/05_Current_State_Data2.html.

⁵⁵ APPRISE and Fisher, Sheehan and Colton, *Ratepayer-Funded Low-Income Energy Programs: Performance and Possibilities*, <http://www.appriseinc.org/reports/NLIEC%20Multi-Sponsor%20Study.pdf> ("APPRISE") at 15-21.

targets PIPP Plus to households with the highest energy burden and results in an affordable bill.

As noted in the APPRISE report:

The single most important advantage of the Percent of Income approach is that it directly targets a customer's benefit to a measure of need. In general, households with higher energy burdens have a greater difficulty paying their energy bills. This program gives higher benefit to customers whose bills represent a higher percentage of income.⁵⁶

Replacing PIPP Plus with a discount program would eliminate the focus on affordability.

As the APPRISE Report notes in its summary of the development and adoption of the original PIPP in a proceeding initiated by Columbia Gas of Ohio:

The development of the Ohio program offers one additional insight that could beneficially be emulated by the analysis of programs (or the need for low-income programs) in other states. The development of the Ohio PIP program was not done in a vacuum, nor done in the abstract. Rather, the PIP was determined to be the best mechanism to accomplish the objectives of the PUCO from among the available alternatives. The PUCO stated that it considered maintaining the status quo, extending the terms of payment plans, and expanding its winter moratorium as options to the PIP. Given its objective to maintain service for all customers, the PUCO determined that the PIP was the optimal choice when considering the effectiveness of achieving the objective and the costs involved.⁵⁷

The executive summary of the APPRISE Evaluation determined that a fixed payment program like PIPP Plus had the highest payment performance of any programs studied, including fixed discount programs.

The evidence from the review of program evaluations included in this study is that only the equal monthly payment plans improve customer payment patterns. The one program reviewed in this study, the PGW CRP (Philadelphia Gas Works Customer Responsibility Program), that had an equal payment plan, is the only one that found improvements in the number of payments made by customers and the amount of cash payments made. Results from two other evaluations (of programs not included in this study) of

⁵⁶ Id. at 68.

⁵⁷ Id. at 15.

low-income affordability programs with equal monthly payment plans also found improved payment patterns.⁵⁸

There is no data to support the contention that a percentage discount approach would result in more conservation by PIPP Plus households. What is clear from the available data and analysis is that a percentage discount would reduce the number of payments a participating customer makes. This is not surprising, since the payments are no longer pegged to what is affordable for a household based on its income.

Reduced payments undermines the rationale for PIPP Plus: keeping people connected so the utility continues to provide electricity to them and does not incur the costs associated with collection and disconnection, and customers who lose their homes and are forced to pick up stakes and move. Increased household movement that is directly caused by the inability to pay causes children to have to change schools, which affects learning,⁵⁹ interferes with working by changing transportation needs or rendering a family homeless because most low income families work and increases the possibility of home fires resulting from disconnection.⁶⁰

A percentage discount program does not address the ability to pay, so the number of disconnections will increase because payment behavior deteriorates. From the perspective of customers who pay for these discounts, programs costs increase as the payment of bills decrease. The impact of a per kilowatt-hour discount for low-income customers on conservation has not been proven, and even if there is an impact there is no indication that it would reduce the cost of the program. A review of the literature indicates that percentage of income plans best address the needs of low income customers. The focus of a percentage of income plan on affordability

⁵⁸ Id., Executive Summary at xiii.

⁵⁹ Fisher, Sheehan and Colton, *A Road Oft Taken: Unaffordable Home Energy Bills, Forced Mobility, and Childhood Education in Missouri*, <http://www.fsconline.com/downloads/Papers/1995%2001%20HD-START.pdf>.

⁶⁰ National Fuel Fund Network, *In Harm's Way: Home Heating, Fire Hazards and Low-Income Households*, <http://www.fsconline.com/downloads/Papers/2001%2012%20in-harms-way.pdf>.

achieves the goals originally identified by the PUCO when it created the program. The General Assembly put this model in statute in SB 3.⁶¹

Question (3):

What barriers may exist to creating a fixed percentage off type program as described above?

Electric PIPP Plus is authorized by statute. The statute mandates a percentage of income approach. Absent a change in the statute, a changing to a fixed discount program cannot occur.

Gas PIPP Plus is different. The gas program is authorized by the PUCO's emergency authority.⁶² When PIPP Plus was created, the PUCO determined that it was the best approach to meeting the needs identified by the PUCO after a long series of hearings held across the state and multiple rounds of comments from stakeholders.⁶³ Ultimately, the PUCO's creation of PIPP was upheld by the Supreme Court.⁶⁴ In order to change the program, the PUCO would need to go through the same process and establish an evidentiary record to justify the alteration.

Beyond the legal issues, changing to a discount would likely increase the cost to customers. The most recent round of program improvements focused on reducing or at least controlling customer costs. Arrearage data indicates that the cost per customer has in fact declined.⁶⁵ As the economy improves, a reduction in program costs should continue absent significant increases in electricity and natural gas costs.

⁶¹ 4928.53.

⁶² R.C. 4909.16.

⁶³ See Case No. 83-303-GE-COI, Entry (October 21, 1993) and Case Nos. 88-1115-GE-PIP, 90-705-GE-PIP, and 90-879-GE-PIP, Finding and Order (December 2, 1993).

⁶⁴ *Montgomery County Board of Commissioners v. Pub. Util. Comm.*, 28 Ohio St. 3d 171, 174 (1986)

⁶⁵ See PUCO Staff Review at 8.

A percentage income payment plan controls costs because the benefit is targeted – the program only works for poor customers who are high energy users. The APPRISE Report provides a succinct example of why this is true:

Example: Customer #1 has an income of \$20,000 and an energy bill of \$1,000 (5% of income). Customer #2 has an income of \$10,000 and an energy bill of \$800 (8% of income). With a Percent of Income program targeted at 5% of income, Customer #1 would receive no benefit and Customer #2 would receive a benefit of \$300; both customers would pay 5% of income after the program. With a 20% rate discount program, Customer #1 would receive a \$200 benefit and Customer #2 would receive a \$160 benefit. Net energy burden for Customer #1 would be 4% of income and for Customer #2 would be 6.6% of income. Under the Rate Discount Program, the higher income customer would receive a higher benefit and end up with a lower energy burden than Customer #1.⁶⁶

A rate discount program will cause the number of households enrolled to increase because it provides a benefit to any customer who participates, whether their income is 150% of the federal poverty line (\$33,525 for a family of four) or it is 50% of the federal poverty line (\$11,175). Under PIPP Plus, if the higher income customer has modest energy bills (less than 12% of income) enrolling on PIPP Plus will result in a higher bill than if the family did not go on the program. Agency intake workers are trained to put these families on alternative payment plans which do not increase the customer's bill.

However, under a discount program, the higher income household gets a discount that is the same as the one provided to the lower income family, all things being equal. More low-income customers will benefit from a fixed bill discount, so more of them will participate in the program. The trade-off for a discount program is a bigger program.

There are four reasons to not convert PIPP Plus to a rate discount program: it is contrary to law in the case of electric PIPP Plus; it is bad public policy because it fails to focus on making

⁶⁶ APPRISE at 69.

bills affordable; it increases costs because the discount does not improve payment performance as PIPP Plus does; and it increases costs because the discount is valuable to many more customers as the number of program participants will increase. A speculative improvement in conservation does not justify moving away from PIPP Plus.

CONCLUSION

In order to protect consumers, the Consumer Groups urge the PUCO and ODSA to adopt the recommendations presented in these Comments.

Respectfully submitted,

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[Changes are all CAPITALIZED]

30-Day Medical Certification

(Name of Utility Company)

Instructions:

The following is to be completed by a licensed medical professional ~~and only after you, or someone in your office, has examined the individual whose name appears as the patient on the form below.~~ This form applies only in situations where, in your professional opinion, termination of ~~(gas/electric)~~ GAS OR ELECTRIC utility service would be especially dangerous to the health of ~~that individual~~ THE PERSON IDENTIFIED BELOW AS YOUR PATIENT. If, in your professional opinion an especially dangerous situation does not exist, please do not sign this form.

If you have any questions regarding this form, please contact: (utility company name and phone number).
You may fax the completed form to us at (fax number).

I certify that, to the best of my knowledge, the information provided below is true.

The following medical information must be certified by one of the following. Please indicate if you are a:

- | | |
|--|--|
| <input type="checkbox"/> licensed physician | <input type="checkbox"/> physician assistant |
| <input type="checkbox"/> clinical nurse specialist | <input type="checkbox"/> certified nurse practitioner |
| <input type="checkbox"/> certified nurse-midwife | <input type="checkbox"/> local board of health physician |

Please complete the following. Please print.

~~I certify that my patient has been examined by me and~~ I have found the following to be true:

Name of patient: _____

The patient suffers from the following medical condition: _____

Patient's permanent residence: (street address) _____

(city, state, zip code) _____

CHECK EITHER ONE OR BOTH OF THE BOXES BELOW:

IN MY PROFESSIONAL OPINION

- ☐ **TERMINATION OF _____(GAS / ELECTRIC) UTILITY SERVICE WOULD BE ESPECIALLY DANGEROUS TO THE HEALTH OF THIS PATIENT.**
- ☐ **THIS PATIENT IS ELDERLY, DISABLED, OR USES MEDICAL OF LIFE-SUPPORTING EQUIPMENT AND TERMINATION OF _____(GAS / ELECTRIC) UTILITY SERVICE WOULD MAKE OPERATION OF THAT EQUIPMENT IMPOSSIBLE OR IMPRACTICAL.**

~~**If applicable:** My patient uses the following medical or life-supporting equipment: (Please provide an explanation of need for and a description of the medical or life-supporting equipment used by patient.) _____~~

Patient's permanent residence: (street address) _____

(city, state, zip code) _____

~~I certify that I advised my patient that disclosure of the requested information may be subject to redisclosure by the recipient and no longer be protected by the HIPAA rules and regulations.~~

~~In my professional opinion, I certify that termination of (gas/electric) utility service would be especially dangerous or life threatening to the health of this patient.~~

Authorized Signature _____

Date _____

(Please Print)

Name of Licensed Medical Professional _____

Business Address _____

Business Telephone _____ FAX _____

Current State License or Certificate Number: _____

**Table 22. Number and Percent of People Below 50
Percent of Poverty Level: 1975 to 2011**

NOTE: numbers in thousands

Year	Total	Number	Percent
2011	308,456	20,356	6.6
2010 17/	306,130	20,541	6.7
2009	303,820	19,028	6.3
2008	301,041	17,075	5.7
2007	298,699	15,586	5.2
2006	296,450	15,447	5.2
2005	293,135	15,928	5.4
2004 14/	290,617	15,693	5.4
2003	287,699	15,264	5.3
2002	285,317	14,068	4.9
2001	281,475	13,440	4.8
2000 12/	278,944	12,592	4.5
1999 11/	276,208	12,887	4.7
1998	271,059	13,914	5.1
1997	268,480	14,594	5.4
1996	266,218	14,412	5.4
1995	263,733	13,892	5.3
1994	261,616	15,404	5.9
1993 10/	259,278	15,971	6.2
1992 9/	256,549	15,547	6.1
1991 8/	251,192	14,059	5.6
1990	248,644	12,914	5.2
1989	245,992	11,983	4.9
1988	243,530	12,676	5.2
1987 7/	240,982	12,469	5.2
1986	238,554	12,677	5.3
1985	236,594	12,380	5.2
1984	233,816	12,770	5.5
1983 6/	231,700	13,590	5.9
1982	229,412	12,806	5.6
1981 5/	227,157	11,189	4.9
1980	225,027	9,804	4.4
1979 4/	222,903	8,553	3.8
1978	215,656	7,708	3.6
1977	213,867	7,474	3.5
1976	212,303	7,016	3.3
1975	210,864	7,733	3.7

NOTE: numbers in thousands.

SOURCE: U.S. Bureau of the Census, Current Population Survey, Annual Social and Economic Supplements.

For information on confidentiality protection, sampling error, nonsampling error, and definitions, see

<http://www.census.gov/aprd/techdoc/cps/cpsmar12.pdf>

Footnotes are available at

<http://www.census.gov/hhes/www/poverty/histpov/footnotes.html>.

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

Summary: Comments Comments by Advocates for Basic Legal Equality, Citizens Coalition, Coalition on Homelessness and Housing in Ohio, Legal Aid Society of Cleveland, Legal Aid Society of Columbus, Legal Aid Society of Southwest Ohio, Office of the Ohio Consumers' Counsel, Ohio Partners for Affordable Energy, Ohio Association of Area Agencies on Aging, Ohio Association of Community Action Agencies, Ohio Association of Foodbanks, Ohio Poverty Law Center, Pro Seniors, Inc., Southeastern Ohio Legal Services electronically filed by Patti Mallarnee on behalf of Etter, Terry L Mr.