

**BEFORE  
THE PUBLIC UTILITY COMMISSION OF OHIO**

In the Matter of the Application of Duke Energy Ohio, Inc. for an Increase in Electric Distribution Rates.	) ) )	Case No. 17-32-EL-AIR
In the Matter of the Application of Duke Energy Ohio, Inc. for Tariff Approval.	) )	Case No. 17-33-EL-ATA
In the Matter of the Application of Duke Energy Ohio, Inc. for Approval to Change Accounting Methods.	) ) )	Case No. 17-34-EL-AAM
In the Matter of the Application of Duke Energy Ohio, Inc., for Approval to Modify Rider PSR.	) )	Case No. 17-872-EL-RDR
In the Matter of the Application of Duke Energy Ohio, Inc., for Approval to Amend Rider PSR.	) )	Case No. 17-873-EL-ATA
In the Matter of the Application of Duke Energy Ohio Inc., for Approval to Change Accounting Methods.	) ) )	Case No. 17-874-EL-AAM
In the Matter of the Application of Duke Energy Ohio, Inc. for Authority to Establish a Standard Service Offer Pursuant to Section 4923.143, Revised Code, in the Form of an Electric Security Plan, Account Modifications, and Tariffs for Generation Service.	) ) ) ) ) ) )	Case No. 17-1263-EL-SSO
In the Matter of the Application of Duke Energy Ohio, Inc. for Authority to Amend its Certified Supplier Tariff, P.U.C.O. No. 20.	) ) )	Case No. 17-1264-EL-ATA
In the Matter of the Application of Duke Energy Ohio, Inc. for Authority to Defer Vegetation Management Costs.	) ) )	Case No. 17-1265-EL-AAM
In the Matter of the Application of Duke Energy Ohio, Inc., to Establish Minimum Reliability Performance Standards Pursuant to Chapter 4901:1-10, Ohio Administrative Code.	) ) ) ) )	Case No. 16-1602-EL-ESS

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**DIRECT TESTIMONY OF MATTHEW WHITE  
ON BEHALF OF  
THE RETAIL ENERGY SUPPLY ASSOCIATION AND  
INTERSTATE GAS SUPPLY, INC.**

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1     **I. INTRODUCTION AND PURPOSE OF TESTIMONY**

2     **Q1. Please introduce yourself.**

3     A1. My name is Matthew White. I am employed by Interstate Gas Supply, Inc. (“IGS” or  
4        “IGS Energy”) as General Counsel, Regulatory and Compliance. My business address is  
5        6100 Emerald Parkway, Dublin, Ohio 43016.

6     **Q2. On whose behalf are you testifying?**

7     A2. I am testifying on behalf of IGS Energy and the Retail Energy Supply Association  
8        (“RESA”).<sup>1</sup>

9     **Q3. Please describe your educational background and work history.**

10    A3. I have a Juris Doctor (J.D.) and Masters in Business Administration (M.B.A.) from the  
11        College of William & Mary. I also have a Bachelor of Arts (B.A.) from Ohio University.  
12        I started my legal career working at the law firm of Chester, Wilcox & Saxbe as an  
13        energy and utilities lawyer. At Chester Wilcox, I participated in numerous regulatory  
14        proceedings relating to utility matters, including natural gas and electric rate cases and  
15        electric power siting cases. I also have worked on power and gas sales transactions. At  
16        the beginning of 2011, I was hired into IGS Energy’s rotation program where I spent the  
17        next 16 months working in various different departments throughout the company  
18        learning IGS’ entire business, including the gas supply and risk departments. In 2012 I  
19        began full-time as an attorney in IGS’ Regulatory Affairs Department. In 2014 I was

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<sup>1</sup> The comments expressed in this filing represent the position of the Retail Energy Supply Association (RESA) as an organization but may not represent the views of any particular member of the Association. Founded in 1990, RESA is a broad and diverse group of twenty retail energy suppliers dedicated to promoting efficient, sustainable and customer-oriented competitive retail energy markets. RESA members operate throughout the United States delivering value-added electricity and natural gas service at retail to residential, commercial and industrial energy customers. More information on RESA can be found at [www.resausa.org](http://www.resausa.org).

1 promoted to Manager, Legal and Regulatory Affairs at IGS. In my current position I  
2 manage the legal activities for IGS Energy at utilities commissions and other regulatory  
3 bodies throughout the United States. My team is responsible for electric and natural gas  
4 litigation for IGS Energy, including electric and natural gas rate cases and other  
5 proceedings that relate to energy.

6 **Q4. Have you submitted testimony at any regulatory bodies before?**

7 A4. Yes. I have submitted written testimony in the Duke Natural Gas Distribution Rate Case,  
8 (Public Utilities Commission of Ohio “PUCO” Case No. 12-1685-GA-AIR); the DTE  
9 2013-2014 Gas Cost Recovery Case (Michigan Public Service Commission Case No. U-  
10 17131); the Columbia Gas of Kentucky 2013 Distribution Rate Case (Kentucky Public  
11 Service Commission Case No. 2013-00167); the AEP Ohio Electric Security Plan  
12 Proceeding (PUCO Case No. Case No. 13-2385-EL-ORD; The Commonwealth Edison  
13 (“ComEd”) Formula Rate Case Proceeding (Illinois Commerce Commission Case No.  
14 14-0312); and the Dayton Power & Light Company Electric Security Plan Proceeding  
15 (PUCO Case No. 12-426-EL-SSO).

16 **Q5. What is the nature of IGS’ business?**

17 A5. IGS Energy has over 25 years’ experience serving customers in Ohio’s competitive  
18 markets. IGS Energy serves over 1 million customers nationwide and sells natural gas  
19 and electricity to customers in 11 states and in over 40 utility service territories. In Ohio,  
20 IGS employs more than 750 people and currently serves electric customers in the AEP  
21 Ohio, Duke Energy Ohio, FirstEnergy and Dayton Power & Light service territories. The  
22 IGS family of companies (which include IGS Generation, IGS Home Services and IGS  
23 CNG Services) also provides customer focused energy solutions that compliment IGS

1 Energy's core commodity business including distributed generation, demand response,  
2 CNG refueling, back-up generation and utility line protection.

3 **Q6. Please describe RESA.**

4 A6. RESA is a non-profit trade association of independent corporations involved in the  
5 competitive supply of electricity and natural gas. RESA and its members are actively  
6 involved in the development of retail and wholesale competition in electricity and natural  
7 gas markets throughout the United States. RESA advocates for vibrant and sustainable  
8 competitive retail energy markets as a better alternative for consumers than monopoly-  
9 protected utility regulation.

10 **Q7. What is the purpose of your testimony?**

11 A7. Certain parties have agreed to a Stipulation and Recommendation authorizing Duke to  
12 spend \$45-50 million for a new billing system and customer information system ("CIS").  
13 I explain that if Duke is going to overhaul its billing system it should not discriminate  
14 against Choice customers. Duke should be required to invest in the capabilities to allow  
15 for supplier consolidated billing and billing for non-commodity services so that  
16 customers that receive service from a Choice supplier can have more flexibility as well.  
17 To do otherwise would amount to continued favoritism towards SSO customers, at the  
18 expense of Choice customers.

19 **Q8. Can you provide additional background regarding these consolidated cases?**

20 A8. Duke initially submitted several different applications: an application to increase  
21 distribution rates, an application to establish minimum performance standards, an  
22 application to establish a standard service offer in the form of an electric security plan,  
23 and the deceptively-named application to establish a price stabilization rider. Among

1 other things, Duke's distribution and ESP applications sought approval to recover costs  
2 associated with upgrading Duke's CIS. My testimony is largely focused on Duke's  
3 planned CIS upgrade, which is addressed to some extent by the Stipulation.

4 **Q9. Did Duke's ESP application address enhancements to its billing system?**

5 A9. Yes, Duke proposed to deploy a new CIS. "CIS manages the billing, accounts receivable,  
6 and rates for the Company and is the central repository for all customer information."<sup>2</sup>  
7 Duke filed testimony claiming the enhanced CIS will improve billing and metering  
8 functionality.<sup>3</sup> Duke is upgrading its CIS across all of its operating companies  
9 nationwide.

10 **Q10. Has Duke estimated the cost of its proposed CIS upgrade?**

11 A10. According to the ESP Application and testimony, "[t]he estimated cost for Duke Energy  
12 Ohio's electric customers is \$45-50 million."<sup>4</sup> This represents Duke Energy Ohio's  
13 (electric) 6.05% share of the total upgrade cost.<sup>5</sup> Duke Energy Ohio (gas) is allegedly  
14 responsible for an additional 3.6% of the share of the system upgrade, which would bring  
15 the entire cost allocated to Duke Energy Ohio (gas/electric combined) to approximately  
16 \$70-80 million.

17 **Q11. Can you explain how the CIS is addressed in these proceedings?**

18 A11. While Duke requested authority to enhance its CIS system, Duke has not indicated  
19 whether it will enable CRES suppliers to offer supplier consolidated billing.<sup>6</sup> Likewise,

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<sup>2</sup> Case Nos. 17-1263-EL-SSO *et al* (ESP Case), Direct Testimony of Retha Hunsicker at 2.

<sup>3</sup> *Id.* at 2-9; Case Nos. 17-32-EL-AIR *et al* (Distribution Case), Direct Testimony of Retha Hunsicker at 2-9.

<sup>4</sup> ESP Case, Direct Testimony of Retha Hunsicker at 9; Distribution Case, Direct Testimony of Retha Hunsicker at 8.

<sup>5</sup> Exhibit MW-1, ESP Case, Duke Response to IGS-INT-01-007(a)(ii).

<sup>6</sup> *Id.* at IGS-INT-01-022(d).

1 while Duke anticipates that the new CIS will have the potential to provide non-  
2 commodity billing, Duke has not committed to make that functionality available.<sup>7</sup> The  
3 Staff Report of Investigation (“Staff Report”) recommends that costs associated with  
4 Duke’s CIS upgrade be removed from test year expenses for ratemaking purposes.<sup>8</sup> Prior  
5 to the execution of the Stipulation, IGS filed objections to the Staff Report urging the  
6 Commission to require Duke to implement supplier consolidated billing and permit non-  
7 commodity billing when it upgrades the CIS.<sup>9</sup> It simply did not make sense to permit  
8 Duke to spend \$45-\$50 million to upgrade the CIS without ensuring that Duke designed  
9 the system to meet the needs of Choice customers.<sup>10</sup>

10 **Q12. Does the Stipulation address the CIS?**

11 A12. Yes. The CIS is addressed as part of the PowerForward Rider, which the Stipulation  
12 recommends the Commission approve in this case. The Rider has three components. “The  
13 third component of Rider PF will be for the recovery of costs related to an infrastructure  
14 modernization plan, which will be filed in a separate proceeding and subject to hearing.  
15 The plan will include a proposal to upgrade the Company's Customer Information System  
16 (CIS).”<sup>11</sup> Thus, the Stipulation proposes to defer issues related to Duke’s CIS upgrade to  
17 a future proceeding. But the Stipulation provides little to no detail related to the structure  
18 or design of the future application.

19 **Q13. Should the Commission modify the Stipulation?**

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<sup>7</sup> *Id.* at IGS-INT-01-020(d).

<sup>8</sup> Staff Report at 16-17.

<sup>9</sup> Objections to Staff Report of Investigation and Summary of Major Issues of Interstate Gas Supply, Inc. at 16-17 (Oct. 26, 2017) (Objection E2).

<sup>10</sup> *Id.*

<sup>11</sup> Stipulation at 17.



1 A13. Yes. If the Commission authorizes Duke to file a separate application to update its billing  
2 system (the CIS), I recommend that the Commission direct Duke to incorporate into its  
3 system design the capability to allow CRES suppliers to provide supplier consolidated  
4 billing and non-commodity billing. As more fully explained in my testimony, supplier  
5 consolidated billing would enable CRES suppliers to provide customers with a single bill  
6 that includes utility distribution charges. Moreover, it is unclear whether Duke's  
7 upcoming application will propose a billing system that will continue to unreasonably  
8 prohibit CRES suppliers from including non-electric charges on the utility bill, while  
9 simultaneously and preferentially permitting Duke affiliates to utilize the utility bill to  
10 place non-electric charges on the utility bill. Therefore, I recommend that the  
11 Commission direct Duke to propose in its application a process to allow competitive  
12 suppliers to bill for non-commodity services on the utility bill. Failure to permit CRES  
13 providers to place non-commodity charges on the bill would allow Duke to provide an  
14 undue preference and competitive advantage to its affiliate in violation of R.C.  
15 4928.17(A)(2) and (3). As Ohio's competitive markets progress, it is even more  
16 important for CRES suppliers to be able to offer value added products and services,  
17 beyond the electric commodity.

18 **Q14. Given the magnitude of costs and the stated purpose of Duke's proposed CIS**  
19 **upgrade, are there specific parameters that the Commission should establish to the**  
20 **extent it authorizes Duke to move forward?**

21 A14. Yes, to the extent that the Commission authorizes Duke to update its CIS, it is imperative  
22 that Duke properly design the system on the front end. Per Duke Witness Hunsicker,  
23 Duke is abandoning its existing CIS in favor of a new billing system due, in part, to its

1       desire to improve bill formatting and provide customers with more opportunities for  
2       advanced billing options. A recent summary of switch rates from electric distribution  
3       utilities to CRES providers indicates that roughly forty-eight (48%) percent of residential  
4       customers in Duke's service territory received electric service from CRES providers  
5       during the first quarter of 2017.<sup>12</sup> Given that roughly one half of the customers in Duke's  
6       service territory are shopping, it would be unreasonable and discriminatory to spend  
7       roughly fifty (50) million dollars to develop a new billing system that will only enhance  
8       billing flexibility for Duke customers and not for Choice customers. If Duke is sincere in  
9       its desire to provide customers in its service territory with more opportunities for  
10      advanced billing options, then the proposed CIS should be designed to facilitate non-  
11      commodity billing across all providers. To the extent that specific parameters are not  
12      specified, Duke may find itself in the familiar position of attempting to redesign an  
13      already expensive system to meet needs that could have been more efficiently addressed  
14      in the initial design phase.

15   **Q15. Which specific parameters should the Commission order Duke to incorporate into**  
16   **the new CIS?**

17   A15. I recommend that the Commission establish parameters that would permit Suppliers to  
18       offer innovative products and services that are not currently facilitated by Duke's existing  
19       CIS. Such design parameters would enable Suppliers to offer more innovative billing  
20       options to customers, whether through supplier consolidated billing or placing non-  
21       commodity products on the utility consolidated bill.

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<sup>12</sup> <http://www.puco.ohio.gov/industry-information/statistical-reports/electric-customer-choice-switch-rates-and-aggregation-activity/electric-switch-rates-by-customer/customers-1q2017/>

1 **Q16. Are there any other parameters the Commission may want Duke to consider when it**  
2 **files its application?**

3 A16. Yes, in its filing, the Commission should also require Duke to evaluate the costs and  
4 benefits of transferring all billing responsibilities to CRES providers and default service  
5 auction winners, and compare these costs and benefits to those expected from an  
6 enhanced CIS. Given the magnitude of Duke's projected new billing system, there may  
7 be more reasonably priced means through which shopping and non-shopping Duke  
8 customers can receive their retail electric bill. Moreover, a market-based solution would  
9 place the risk of investment on suppliers rather than customers.

10 **Q17. Why is it important for CRES providers to have flexibility when billing for electric**  
11 **service?**

12 A17. With grid modernization, opportunities to deliver innovative products and services  
13 continue to increase. It is important to be able to bill for value-added products and  
14 services in a way that is convenient for customers. For instance, if a customer enrolls in a  
15 product with a CRES that includes the electric commodity, a smart thermostat, energy  
16 monitoring, energy efficiency and demand response, the customer may not want separate  
17 bills for each individual product or service. Customers may not even want a separate  
18 price for each product and service, but rather may want a bundled or "all-in" price.  
19 Therefore, in order for CRES providers to offer value-added products and services that  
20 customers prefer it is important to have billing flexibility for electric service. I discuss the  
21 importance of each of these provisions below.

## 22 **II. SUPPLIER CONSOLIDATED BILLING**

23 **Q18. What is supplier consolidated billing?**

1 A18. Whether a customer takes competitive service from a CRES provider or Duke, the  
2 customer typically receives one bill each month with both competitive and non-  
3 competitive charges. When the combined bill is issued by the utility, it is called utility  
4 consolidated billing. Under supplier consolidated billing, a customer's supplier issues the  
5 bill. In this arrangement, CRES providers collect on behalf of, or purchase the receivables  
6 from, the utility. After the CRES provider purchases the receivables from the utility, the  
7 CRES provider is then responsible for collecting and billing all electric distribution and  
8 generation charges from the customer. Under the supplier consolidated model, the  
9 customer does not receive a bill from the utility.

10 **Q19. Currently, can CRES suppliers issue bills to Duke customers?**

11 A19. Yes, but only for electric generation charges, and only under the dual billing option.  
12 Under the dual billing option, CRES providers must issue a separate bill for electric  
13 generation charges, and Duke would still issue a bill for distribution charges. However,  
14 very few CRES suppliers elect dual billing for residential customers because of the  
15 inconvenience associated with two separate bills. Most, if not all, CRES providers utilize  
16 utility consolidated billing for residential customers.

17 **Q20. Under supplier consolidated billing, would non-payment of non-electric commodity**  
18 **charges trigger disconnection?**

19 A20. No. While CRES providers would be able to bill non-electric charges on the customer's  
20 bills, with supplier consolidated billing, failure to pay non-electric charges would not  
21 trigger disconnection for the customer. Disconnection would only be applicable to  
22 electric charges and would remain subject to existing laws and procedures. The utility  
23 would remain responsible for physical disconnections.

1 **Q21. Would CRES suppliers be subject to the same billing rules and billing format as the**  
2 **EDUs if supplier consolidated billing is adopted?**

3 A21. Yes. Ohio has rules that govern how utilities must bill customers, and have specific  
4 requirements for each utility bill. Under supplier consolidated billing, CRES providers  
5 would still be subject to the same billing requirements in the rules and statutes today.

6 **Q22. Are you recommending that Duke discontinue the utility consolidated billing**  
7 **option?**

8 A22. No. Duke should still make the utility consolidated billing option available to CRES  
9 providers. CRES providers should have the option to choose between supplier  
10 consolidated billing and utility consolidated billing. This will allow for the most billing  
11 flexibility for customers.

12 **Q23. Will Duke's application to upgrade the CIS enable supplier consolidated billing?**

13 A23. It is not clear because the Stipulation contains no specific design parameters. Moreover,  
14 although the application does not indicate one way or another whether this functionality  
15 will exist, during discovery, Duke indicated that "This information will not be known  
16 until after the Initiate (analyze) and Design phase of the project is complete. This phase is  
17 currently scheduled to begin in 2018."<sup>13</sup> Half way through 2018, Duke has not provided  
18 any update on its intentions.

19 **Q24. Would it be reasonable to permit Duke to recover \$50 million without proposing a**  
20 **design that would enable supplier consolidated billing?**

21 A24. No. It would be patently unreasonable to file an application to upgrade its billing system  
22 without providing the functionality for CRES providers to offer innovative products and

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<sup>13</sup> Exhibit MW-1, ESP Case, Duke Response to IGS-INT-01-022(d).

1 service through consolidated billing. Therefore, the Commission should direct Duke's  
2 application to incorporate supplier consolidated billing into its program design.

3 **Q25. Since Duke provides both gas and electric distribution service, are there any**  
4 **additional specific parameters that the Commission should consider?**

5 A25. Yes, given that customers have the option to select a natural gas and electric supplier, and  
6 there is the possibility that they are different entities, the Commission should establish  
7 parameters to address this scenario. In this scenario, Duke Energy Ohio should issue a  
8 separate bill (through the utility consolidated bill) on behalf of the natural gas supplier  
9 containing the natural gas charges. This would prevent a supplier issuing a consolidated  
10 bill from having access to the rates and charges of the natural gas supplier currently using  
11 the utility consolidated bill. To the extent that an electric supplier is also the customer's  
12 natural gas supplier, the customer should receive one bill from the supplier.

13 **III. NON-COMMODITY BILLING**

14 **Q26. What is non-commodity billing through the utility consolidated bill?**

15 A26. Non-commodity billing entails the placement of charges related to service other than  
16 retail electric service on the utility consolidated bill.

17 **Q27. Does Duke currently bill for non-electric products and services?**

18 A27. Yes. Although the Commission has prohibited Duke from putting their own non-  
19 commodity charges on the utility bill,<sup>14</sup> it is my understanding that Duke invoices  
20 customers on behalf of its affiliate, Duke Energy One, for competitive products and  
21 services other than retail electric service on the utility bill. For example, I am aware of at  
22 least one unregulated non-electric product offered through Duke's affiliate that Duke

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<sup>14</sup> See Case Nos 14-689-EL-UNC, Order on Remand (Jun. 14, 2017).

1 currently places on the utility bill. StrikeStop service is an insurance service offered  
2 through Duke Energy One that provides coverage for damage caused to the customer's  
3 home from electric surges.<sup>15</sup> Duke advertises this service on its website and advertises  
4 that this service is billed on the utility bill.<sup>16</sup>

5 **Q28. Does Duke currently allow CRES providers to place non-electric products and**  
6 **services on the utility bill?**

7 A28. No. Despite formal requests that Duke similarly allow CRES providers to market and  
8 invoice products to its residential utility customer base, Duke has rejected requests to  
9 include non-electric charges on the utility bill.

10 **Q29. Is it reasonable for Duke to prohibit CRES providers from billing non-electric**  
11 **charges while at the same time allowing its unregulated affiliate to bill for non-**  
12 **electric charges on the utility bill?**

13 A29. No. It is unreasonable and discriminatory for Duke to willingly bill unregulated non-  
14 electric charges for its affiliate, but at the same time, prohibit CRES providers from  
15 placing non-electric charges on the utility bill. Duke's actions are also contrary to Ohio  
16 law. Specifically, Duke's utilization of its assets for the purpose of marketing and billing  
17 to customers, and declining to provide the same services for other companies that offer  
18 substantially similar products, is a violation of R.C. 4905.35(A), which prohibits a public  
19 utility from giving "any undue or unreasonable preference or advantage to any person,  
20 firm, corporation, or locality, or subject any person, firm, corporation, or locality to any

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<sup>15</sup> Exhibit MW-2, 2016 StrikeStop Monetary Coverage Terms and Conditions ("Service Agreement"). Duke Energy One has also provided Underground Protection service, an insurance service that covers damage to the customer's underground electric lines, although it is unclear if this service is currently being provided in Duke's Ohio service territory.

<sup>16</sup> See <http://www.duke-energy.com/strikestop/>.

undue or unreasonable prejudice or disadvantage.” Moreover, R.C. 4928.17(A)(3) expressly prohibits Duke from providing preferential treatment or an advantage to any part of its business engaged in the business of providing products or services other than retail electric service.

**Q30. Why is it important that CRES providers have the ability to offer non-commodity products and services to customers on the utility bill?**

A30. One of the major benefits of competition is that it encourages the development of innovative products and services that add value to customers beyond the electric commodity. As competitive markets and technology evolve, customers will start seeing electricity as more than just the commodity, but rather a package of products and services that include the electric commodity. CRES providers such as IGS are starting to develop new products and services that add value to customers. The most basic value-added products and services include fixed or hedged electricity prices and renewable electric products. The market is evolving to offer even more sophisticated electric products and services including electricity bundled with energy efficiency, demand response, direct load control, smart thermostats, distributed solar generation and other forms of on-site generation, micro-grids, battery storage technology, products bundled with loyalty rewards and products bundled with home protection, to name a few. These value-added products and services not only add value to customers, but also many of these products enable customers to use electricity more efficiently, reduce customer’s energy costs and enhance electric reliability on the grid.



1   **Q31. Does the Stipulation require Duke to propose or design its CIS to allow CRES**  
2       **providers to offer non-commodity products and services to customers on the utility**  
3       **bill?**

4   A31. No, the Stipulation is silent.

5   **Q32. Has Duke indicated that its updated CIS could provide CRES providers with the**  
6       **ability to offer non-commodity products and services to customers on the utility**  
7       **bill?**

8   A32. Yes. Duke Witness Hunsicker indicated that the proposed CIS *could* have the capability  
9       to list non-commodity charges for both the utility and CRES providers as a separate line  
10      item on customer billing statements.<sup>17</sup> But, Duke stated in discovery that it will not  
11      determine whether to make this capability available until some time in 2018:

12           The Company fully expects to have this capability, as the software  
13           provider (SAP) is currently being utilized by other utilities that  
14           offer Customer Choice. The capabilities available versus those to  
15           be implemented will be determined during the project's Initiate  
16           (analyze) and Design phases, scheduled to begin in 2018.<sup>18</sup>

17           Although we are half way through 2018, Duke has not indicated whether  
18           the CIS will provide the ability for CRES providers to offer non-commodity  
19           products and services on the utility bill.

20   **Q33. Is it reasonable for Duke to file an application to upgrade its CIS without ensuring**  
21       **that the system can accommodate Suppliers' non-commodity charges?**

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<sup>17</sup> Exhibit MW-1, ESP Case, Duke Response to IGS-INT-01-020(a).

<sup>18</sup> *Id.* at IGS-INT-01-020(c).

1 A33. No, as discussed previously, that would not be reasonable, especially given the  
2 magnitude of costs Duke will seek to collect, coupled with Duke's practice of permitting  
3 its affiliate to offer non-commodity products and services on the utility bill.

4 **Q34. Has Duke previously implemented a billing system or program that excluded CRES**  
5 **providers?**

6 A34. Yes. Duke's existing billing system was designed in such a manner to create barriers to  
7 CRES providers placing non-commodity charges on the bill. Specifically, Duke has  
8 previously claimed that it lacks the ability to separate non-commodity charges from its  
9 purchase of receivables program; therefore, such charges should not be included on the  
10 bill.<sup>19</sup> Yet, in the same breath, Duke has averred that it has the ability to separate non-  
11 commodity charges from its affiliate from the purchase of receivables program.<sup>20</sup>  
12 Additionally, in 2011 Duke implemented an interval meter data management system that  
13 was designed in such a way as to only allow Duke standard service offer products to  
14 utility bill quality customer interval usage information. Thus, only Duke standard service  
15 customers were able to participate in time of use products. Given that Duke has a history  
16 of designing programs and services that often discriminate against, or cannot be utilized  
17 by Choice customers, my concern is that Duke will once again utilize monopoly utility  
18 resources to gain an unfair competitive advantage by excluding Choice customers from  
19 the proposed billing system's non-commodity billing program. Therefore, it is important  
20 to ensure that it is designed correctly on the front end.

21 **Q35. Are you requesting that Duke be required to offer non-commodity in addition to**  
22 **Supplier Consolidated Billing?**

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<sup>19</sup> Case Nos. 14-841-EL-SSO, *et al.*, Opinion and Order at 88 (Apr. 2, 2015).

<sup>20</sup> *Id.*

1 A35. For the time being, yes. I anticipate that it may take several years until Duke has fully  
2 deployed supplier consolidated billing; therefore, I see non-commodity billing through  
3 the traditional utility bill as an incremental step toward supplier consolidated billing.

4 **Q36. Given your concerns, how should the Commission modify the Stipulation?**

5 A36. As discussed above, if Duke is sincere in its desire to provide customers in its service  
6 territory with more opportunities for advanced billing options, then the Commission  
7 should direct Duke to design its CIS upgrade to allow CRES providers to offer non-  
8 commodity products and services on the utility bill.

9 **IV. CONCLUSION**

10 **Q37. Does this complete your testimony?**

11 A37. Yes.

## **CERTIFICATE OF SERVICE**

I hereby certify that a copy the foregoing Direct Testimony of Matthew White was served by electronic mail this 25th day of June, 2018 to the following:

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/s/ Rebekah J. Glover

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One of the Attorneys for the Retail Energy  
Supply Association

**Duke Energy Ohio  
Case No. 17-0032-EL-AIR  
IGS First Set of Interrogatories  
Date Received: June 12, 2017**

**IGS-INT-01-007 PUBLIC as to Attachments**

**REQUEST:**

Regarding the estimated costs for the Customer Information System ("CIS") improvement discussed in Retha Hunsicker testimony on page 8, lines 22-23.

- a. Does the \$45-50 million account only for improvements within the Ohio jurisdiction?
  - i. If yes, what is the total cost of the system for all the Duke territories?
  - ii. If no, what is the jurisdictional allocation to Duke Energy Ohio?
- b. Provide an itemized breakdown of the \$45-50 million cost presented in the testimony.
- c. Provide all documents and/or workpapers relied upon in your response to "a" and "b".
- d. How would Duke propose to recover the costs associated with the system upgrades?

**RESPONSE:**

- a. No, \$45-50 million represents the amount allocated to Duke Energy Ohio electric.
  - ii. The allocation to Duke Energy Ohio in total is 9.65%, with 6.05% allocated to Duke Energy Ohio electric and 3.60% allocated to Duke Energy Ohio gas.
- d. The Company would propose to recover the electric portion of these costs through Rider DCI if it is expanded to include general and intangible property. See direct testimony of Don Wathen in this case.

**CONFIDENTIAL PROPRIETARY TRADE SECRET as to Attachments (b)(c)**

These responses will be provided to all parties upon receipt of an executed confidentiality agreement in these proceedings.

**PERSON RESPONSIBLE:** Retha Hunsicker (a)  
Peggy Laub (d)

**Duke Energy Ohio  
Case No. 17-1263-EL-SSO  
IGS First Set Interrogatories  
Date Received: August 29, 2017**

**IGS-INT-01-020**

**REQUEST:**

At pages 4-5, lines 9-23 and 1-15, Witness Hunsicker describes Duke's billing process under the current CIS. Regarding the billing system under the proposed CIS:

- a. Please indicate whether the billing software and processes used in conjunction with the current CIS can list non-commodity charges as a separate line item on a billing statement for either a CRES provider or any other entity.
- b. Please identify whether Duke currently lists non-commodity charges as a separate line item on its customer billing statements for either a CRES provider or any other entity. Identify all entities for whom Duke provides this service.
- c. Please indicate whether the proposed CIS will utilize billing software and processes capable of listing non-commodity charges as a separate line item on customer billing statements for either a CRES provider or any other entity.
- d. Please indicate whether the proposed CIS will utilize billing software that will be configured to include certified retail energy suppliers' non-commodity products as a separate line item on the billing statement.

**RESPONSE:**

- a. Yes, the current CIS is capable of listing non-commodity charges on the billing statement.
- b. Duke Energy currently lists non-commodity items on customer billing statements for its affiliate, Duke Energy One.
- c. The Company fully expects to have this capability, as the software provider (SAP) is currently being utilized by other utilities that offer Customer Choice. The capabilities available versus those to be implemented will be determined during the project's Initiate (analyze) and Design phases, scheduled to begin in 2018.
- d. This information will not be known until the Design phase of the project is complete.

**PERSON RESPONSIBLE:** Retha Hunsicker

**Duke Energy Ohio**  
**Case No. 17-1263-EL-SSO**  
**IGS First Set Interrogatories**  
**Date Received: August 29, 2017**

**IGS-INT-01-022**

**REQUEST:**

Witness Hunsicker testifies at page 7, lines 17-18, and at page 8, line 4, that the proposed CIS will improve bill formatting and provide Duke Energy Ohio's customers with more opportunities for advanced billing options.

- a. Please describe in detail how the proposed CIS will improve bill formatting.
- b. Please describe in detail the advanced billing options that will be offered under the proposed CIS.
- c. Please indicate whether the advanced billing features would contain a limit on the number of characters or line items listed on a billing statement.
- d. Please indicate whether the proposed CIS will enable competitive retail electric suppliers to offer supplier consolidated billing.
- e. Please explain how Duke intends to recover all other costs associated with the development and implementation of these improvements?

**RESPONSE:**

- a. The Company expects to introduce a universal bill format to help customers more easily view and understand their bill and energy usage. The design of the new bill format will not be known until the Initiate (analyze) and Design phases for this deliverable are complete. This work is currently scheduled to begin in 2019.
- b. The Company wants to provide more opportunities for advanced pricing structures and billing options, a process that, due to limitations of the existing CIS, is complex, costly, and time consuming. The Company continues to review and analyze rate designs that offer customers the ability to respond to real time price signals to achieve a lower cost for service, and upgrading the current CIS will better support these types of designs. The new CIS will be much more configurable, reducing the amount of time needed to test and implement pricing changes and offerings for customers. More detailed information will not be known until after the Initiate (analyze) phase of the project is complete. This phase is currently scheduled to begin in 2018.
- c. This information will not be known until after the Initiate (analyze) and Design phase of the project is complete. This phases is currently scheduled to begin in 2018.

- d. This information will not be known until after the Initiate (analyze) and Design phase of the project is complete. This phases is currently scheduled to begin in 2018.
- e. The Company included an adjustment in its pending base distribution rate case (Case No. 17-32-EL-AIR, *et al.*) to recover the O&M portion of the project. For the capital-related costs, recovery will be via the Company's proposed Rider DCI, expanded to include distribution-related general, intangible, and common Plant.

**PERSON RESPONSIBLE:** a-d Retha Hunsicker  
e - Don Wathen



**StrikeStop Monetary Coverage  
Terms and Conditions**  
Please read this Service Agreement carefully.

StrikeStop Monetary Coverage is not part of the regulated utility services offered by Duke Energy Ohio and is not in any way sanctioned by the Public Utilities Commission of Ohio. Purchasers of this product will receive no preference or special treatment from Duke Energy Ohio in regard to their regulated electric or gas service. A customer does not have to buy this product or service from Duke Energy One in order to receive the same safe and reliable electric or gas service from Duke Energy. Purchasing such goods and services is completely at the customer's discretion and may also be available from non-affiliated suppliers.

Your Duke Energy electric and/or gas utility service is not subject to disconnection for the nonpayment of Service Agreement charges. If you make a payment on your Duke Energy electric and/or gas utility bill that contains both regulated and Service Agreement charges, the payment will be applied by Duke Energy typically to the oldest regulated electric and/or gas charges first, but at all times consistent with applicable state regulatory guidance including any supplier charges for competitive supply.

**KEY TERMS:**

Throughout this document, "You" and "Your" mean a qualified customer in an individually metered single-family residence, condominium or manufactured home. "We", "Us", and "Our" means TWG Home Warranty Services, Inc. 175 West Jackson Blvd, Chicago, IL 60604 Phone # - 1-800-341-3624. In addition, when in bold certain words and phrases are defined as follows:

**Administrator** means Duke Energy One, Inc. 550 South Tryon Street, Charlotte, NC 28202, (888) 999-8856 that will process and administer requests for coverage under this **Service Agreement**.

**Service Agreement** means this document. It describes the terms, conditions, limitations and exclusions that apply.

**Power Surge(s)** means transitory voltage spikes or impulses (less than a millisecond in duration), or other power transient voltages which do not include sustained over-voltages.

**Meter-Base Protector** means a device provided by the **Administrator** that is installed on Your electric meter by the **Administrator** which is designed to stop **Power Surges** from entering Your covered property and damaging Your **Covered Equipment**.

**Covered Equipment** means appliances and electronic equipment located at the address listed on Your utility billing statement which are used primarily for personal use inside Your home. Appliances and electronic equipment means consumer appliances and electronics. Sample items include but not limited to: refrigerators, clothes washer/dryer, dishwasher, microwaves, small home appliances, televisions, computers, DVD players, game consoles, tablets, and desktop printers.

**A. COVERAGE**

During the term of coverage, subject to the terms and conditions of this **Service Agreement**, **Administrator** will make the determination to repair or replace the **Meter-Base Protector** when required due to a mechanical or electrical breakdown, including those experienced during normal wear and tear. A mechanical or electrical breakdown to **Covered Equipment** caused by a direct result of a **Power Surge** is also covered. In the event of a **Power Surge** that causes a mechanical or electrical breakdown to **Covered Equipment** due to the mechanical or electrical defect of the **Meter-Base Protector**, We will repair or replaced **Covered Equipment** damaged by the **Power Surge** up to the limit of liability.

At the **Administrator's** sole discretion, the **Administrator** has the option to repair or replace any **Meter-Base Protector** or **Covered Equipment**. Replacement of **Meter-Base Protector** or **Covered Equipment** will be with similar equipment or devices. If a **Meter-Base Protector** or **Covered Equipment** is no longer available or is a special order item, the **Administrator** will provide a reasonable substitute of standard commercial availability and color. The use of refurbished, reconditioned, or non-original manufacturer's parts by the authorized service contractor is expressly permitted in the **Administrator's** sole discretion.

**Certain items, events, and losses are not covered by this Service Agreement. Please refer to Section E – Exclusions of this Service Agreement.**

**B. COVERAGE TERM AND RENEWAL**

Coverage under this **Service Agreement** is only valid after Our acceptance of Your enrollment and receipt of full payment. You will be eligible for coverage thirty (30) days after Your enrollment date.

The **Service Agreement** is offered for an initial term of one month beginning on the date You enrolled for coverage. The **Service Agreement** shall be automatically billed on a month-to-month basis until You notify the **Administrator** that You elect to discontinue the **Service Agreement** or until the **Administrator** elects to discontinue Your **Service Agreement**. Your Duke Energy utility bill or other billing mechanism will constitute the written renewal notice each month, and it is Your sole responsibility to make payment in full by the due date. If Your payment is received by the bill's due date, this **Service Agreement** will be automatically renewed for an additional month.

### C. WHAT TO DO WHEN YOU NEED SERVICE

We will not pay for any services performed without Our prior approval. Notice of any Meter-Base Protector failure or Power Surge must be given to the Administrator immediately upon discovery and during the coverage term. The claim will be approved or disapproved only after the Administrator consults with the authorized service contractor.

1. When service is required, You are to telephone the **Administrator** at 1-888-999-8856.
2. All service must be performed by an authorized service contractor either arranged by the **Administrator** or arranged by You. The **Administrator** will only pay for repairs in the "Coverage" section above performed by an authorized service contractor. An authorized service contractor is a licensed specialist involved in repairing or assessing damage to **Covered Equipment** through a business entity on an ongoing and regular basis. **Administrator** reserves the right in all cases to decide if a particular service contractor is qualified and therefore authorized.
3. If **Covered Equipment** cannot be repaired, the **Administrator** will pay for a like kind replacement of the **Covered Equipment** up to Your limit. An upgrade in capacity or functionality will not be provided.
4. The **Administrator** may, at its option, investigate any or all claims, as appropriate. You must provide reasonable access and availability for such investigation. The **Administrator** may deny, in its sole discretion, any claim that the **Administrator** reasonably believes is fraudulent or does not result or arise from a **Power Surge** that causes a mechanical or electrical breakdown to **Covered Equipment** due to the mechanical or electrical defect of the **Meter-Base Protector**.
5. You are obligated to provide information relating to the cause and nature of any **Meter-Base Protector** failure or **Power Surge**. This information may include estimates, copies of inspection reports, or other supporting information. If asked, You must sign forms needed for the **Administrator** to provide service under this **Service Agreement**. In all cases, You must take every precaution to protect the **Covered Equipment** until the necessary repair or replacement is authorized by the **Administrator** and the work is completed.
6. Misrepresentation or any attempt to defraud Us, including collusion between You and the authorized service contractor, shall result in a denial of coverage, and We shall seek reimbursement and may pursue remedies under the law.
7. We reserve the right to obtain a second opinion or have an inspection performed by an authorized service contractor of the **Administrator's** choosing on any repair or replacement.

### D. PAYMENT OF CLAIMS

The **Administrator** will make payment arrangements associated with the repair or replacement of the **Meter-Base Protector**. Payment arrangements will be made directly between You and the authorized service contractor prior to the completion of work. You may be required to pay for the repair or replacement of the **Covered Equipment**, in which case, We will reimburse You, when the **Administrator** receives Your valid paid invoice(s) including the authorized service contractor's failure reason of the **Covered Equipment**.

You must report all Meter-Base Protector failures and Power Surges to Us. Unauthorized charges will not be reimbursed.

### E. EXCLUSIONS

Coverage does not apply to and We will not pay benefits for:

1. Covered Equipment located at the covered property listed on the utility statement where a Meter-Base Protector is **NOT** installed.
2. Covered Equipment located outside single-family residential homes and attached garages such as outdoor pumps, irrigation systems, electronic pet fences, electric entrance gates, alarm systems, intercom systems, invisible fences, HVAC system components, and hot tubs.
3. Electric vehicles of any kind.
4. Plug-in electric vehicle's charging units.
5. Detached garages, farm load center poles or other pedestal structures where the electric meter is not physically attached to the structure.
6. Sustained high voltage that results from open neutral conditions.
7. Consequential damages and preexisting conditions.

### F. LIMITS OF LIABILITY

The per claim limit of liability under this **Service Agreement** is \$1,500. The maximum lifetime limit of liability under this **Service Agreement** for all claims after Your coverage start date is \$10,000. You will be notified by **Administrator** if You reach Your lifetime limit of liability. Any repair or replacement charges beyond Your Limit of Liability are Your sole and absolute responsibility.

Notwithstanding anything herein this **Service Agreement** to the contrary, coverage under this **Service Agreement** is excess to any valid warranty, insurance or indemnity benefit available to You. The limits of liability will remain in effect for the calendar year at the single-family residence, condominium or manufactured home covered under this **Service Agreement**.

For replacements claims only, Your claim will be covered according to the following depreciation schedule. Age of **Covered Equipment** will be determined at the sole discretion of the **Administrator** using available industry/product information or other valid information that helps the **Administrator** determine age.

Age of Covered Equipment	% Paid after Depreciation
Less than 3 months	100%
Greater than 3 months but less than 1 year	90%
Greater than 1 year but less than 2 years	80%
Greater than 2 years but less than 3 years	70%
Greater than 3 years but less than 4 years	60%
Greater than 4 years but less than 5 years	50%
Greater than 5 years but less than 6 years	40%
Greater than 6 years but less than 7 years	30%
Greater than 7 years but less than 8 years	20%
Greater than 8 years	10%

## G. GENERAL PROVISIONS

### 1. Cancellation:

You may cancel this **Service Agreement** for any reason at any time by contacting the **Administrator** Duke Energy One, Inc. via phone (888) 999-8856 or mail Home Protection Plans, Bay 23, P.O. Box 14042, St. Petersburg FL, 33733. If You cancel within thirty (30) days of Your **Service Agreement** purchase date, You will receive a full refund of Your payment. If You cancel this **Service Agreement** more than thirty (30) days after Your **Service Agreement** purchase date, once the **Administrator** receives Your request to cancel the **Service Agreement**, Your **Service Agreement** will non-renew at the end of Your current term and Your coverage will end on the last day of Your current term. Any refunds will be provided to You within thirty (30) business days from the cancellation.

We may not cancel this **Service Agreement** except for fraud, material misrepresentation or non-payment by You, or if required to do so by a regulatory authority. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel, the return premium is based upon one-hundred percent (100%) of the unearned pro-rata premium.

If You have a lease agreement for Your Meter-Base Protector, this **Service Agreement** will be automatically cancelled upon Your cancellation of Your lease agreement with **Administrator** for the Meter-Base Protector.

### 2. Renewal:

The **Administrator** reserves the right to not offer this **Service Agreement** upon renewal. Your Duke Energy utility bill or other billing mechanism will constitute the written renewal notice each month, and it is Your sole responsibility to make payment in full by the due date. If payment is received by the due date, this **Service Agreement** will be automatically renewed for an additional month.

### 3. Retail Charge:

The **Administrator** reserves the right to adjust the **Service Agreement** retail charge to You by providing notice of such adjustment in writing at least thirty (30) days prior to the effective date of Your renewal date.

### 4. Billing and Payment:

For Duke Energy utility service customers, all charges for the **Service Agreement** will be included on Your monthly utility bill as a separately stated charge from your regulated utility services. No coverage under this **Service Agreement** will be provided unless Your **Service Agreement** account balance is current. Your initial payment is Your consent for the **Administrator** to use Your name, address, and billing statement information, if necessary, to provide service under this **Service Agreement**.

### 5. Transferability:

This **Service Agreement** is non-transferable by You.

### 6. Territories:

The **Service Agreement** territory is limited to **Meter-Base Protector** and **Covered Equipment** located in Indiana, Kentucky, and Ohio only.

### 7. Right Of Recovery:

If We pay for a loss, We may require You to assign Us Your rights of recovery against others. We will not pay for a loss if You impair these rights to recover. Your rights to recover from others may not be waived.

### 8. Entire Service Agreement:

This is not a contract of insurance. This is the entire **Service Agreement** between You and Us, and no representation, promise or condition not contained herein shall modify these items. By entering into this **Service Agreement** with Us, You agree that the **Administrator** is not a party to this **Service Agreement** and is not liable to You under this **Service Agreement**. Our obligations under this **Service Agreement** are insured by a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206. If a claim is not paid within sixty (60) days of submitting the claim or if We become insolvent or otherwise financially impaired, the claim can be submitted to the insurer at Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206.

#### **9. Dispute Resolution – Arbitration:**

This **Service Agreement** requires (and You agree to) binding arbitration if there is an unresolved dispute between You and Us concerning this **Service Agreement** (including the cost of, lack of or actual repair or replacement of **Covered Equipment** arising from a **Power Surge**). Under this Arbitration provision, You give up Your right to resolve any dispute arising from this **Service Agreement** by a judge and/or a jury. You also agree not to participate as a class representative or class member in any class action litigation, any class arbitration or any consolidation of individual arbitrations. In arbitration, a group of three arbitrators (each of whom is an independent, neutral third party) will give a decision after hearing Your and Our positions. The decision of a majority of the arbitrators will determine the outcome of the arbitration and the decision of the arbitrators shall be final and binding and cannot be reviewed or changed by, or appealed to, a court of law. To start arbitration, either You or We must make a written demand to the other party for arbitration. This demand must be made within one (1) year of the earlier of the date the Power Surge occurred or the dispute arose. You and We will each separately select an arbitrator. The two arbitrators will select a third arbitrator called an “umpire.” Each party will each pay the expense of the arbitrator selected by that party. The expense of the umpire will be shared equally by You and Us. Unless otherwise agreed to by You and Us, the arbitration will take place in the county and state in which You reside. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C.A. § 1 et. Seq.) and not by any state law concerning arbitration. The rules of the American Arbitration Association ([www.adr.org](http://www.adr.org)) will apply to any arbitration under this **Service Agreement**. The laws of the state where you reside (without giving effect to its conflict of law principles) shall govern all matters arising out of or relating to this **Service Agreement** and all transactions contemplated by this **Service Agreement**, including, without limitation, the validity, interpretation, construction, performance and enforcement of this **Service Agreement**.

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

**Commission of Ohio Docketing Information System on**

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**Case No(s). 17-0032-EL-AIR, 17-0033-EL-ATA, 17-0034-EL-AAM, 17-0872-EL-RDR, 17-0873-EL-ATA, 1**

Summary: Text Direct Testimony of Matthew White electronically filed by Ms. Rebekah J. Glover on behalf of Retail Energy Supply Association and Interstate Gas Supply, Inc.