

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

**In the Matter of the Commission's
Review of Ohio Adm. Code Chapters
4901:1-17 and 4901:1-18**

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Case No. 19-52-AU-ORD

REPLY COMMENTS OF OHIO POWER COMPANY

INTRODUCTION

Pursuant to Public Utilities Commission of Ohio's (the "Commission") Entry filed June 19, 2019 ("Entry"), Ohio Power Company ("AEP Ohio" or the "Company") respectfully submits these reply comments regarding the Ohio Development Services Agency's ("ODSA") proposed revisions to Ohio Administrative Code Chapter 122:5-3.¹

COMMENTS

O.A.C. 122:5-3 Criteria for Customer Eligibility

AEP Ohio generally supports the intent of ODSA's proposed revisions to Ohio Adm.Code 122:5-3. However, the Company agrees with the Initial Comments made by Dayton Power and Light Company ("DP&L") that, under ODSA's revised sections (H)(1)(a) and (H)(1)(b), a customer would only be required to pay his or her past due monthly PIPP plus installment amounts owed while active on PIPP plus. As such, under ODSA's proposed revisions, a customer would not be responsible for any arrearages incurred during the time the customer was not enrolled in PIPP plus.

¹ The Attorney Examiner's June 16, 2019 Entry directed that interested parties file initial comments advancing proposed rule revisions in this docket. AEP Ohio notes that ODSA filed correspondence containing a link to a redline document on ODSA's website which set forth ODSA's proposed changes to Chapter 122:5-3.

The Company agrees with DP&L that the proper solution is to allow any customer who leaves PIPP plus, either for non-payment, untimely re-verification, or voluntarily, to reenroll if the customer pays his or her past due PIPP plus installments, including the installment amounts the customer would have otherwise paid for the months the customer was not on PIPP plus. Allowing customers to avoid responsibility for any arrearages incurred after they leave the PIPP plus program could lead to potential abuse. A customer could remove themselves from PIPP plus voluntarily after missing two installment payments, then reenroll later, and only be responsible for the two initial missed payments in order to be able to reenroll in PIPP plus. Thus, ODSA's proposed revisions create a potential loophole that would allow customers to avoid paying for their actual usage during months they are not enrolled in PIPP plus. Requiring, however, that a customer to pay past due PIPP plus installments, including PIPP plus installments for the period the customer was not enrolled in PIPP plus, helps prevent potential abuse by customers and further facilitates increased participation in PIPP plus by greatly reducing the burden the current rules impose on customers who wish to reenroll in the program.

Further, the Company agrees with DP&L and Ohio Partners for Affordable Energy ("OPAE") that it would be beneficial to all parties to remove the requirement that, to be eligible to continue in PIPP plus, a customer must be current with his or her PIPP plus installments on his or her PIPP plus anniversary date. As DP&L points out in its Initial Comments, a customer's PIPP plus anniversary date does not always align with their annual verification date. This can create a situation where a customer is removed from the PIPP plus program where they would otherwise remain eligible absent the discrepancy between their anniversary date and their annual verification date. Therefore, the Company agrees with either deleting Ohio Adm.Code 122:5-3-02(H)(1)(b), or to OPAE's revisions of that section, to prevent customer confusion, prevent

unnecessary removals of customers from PIPP plus, and to facilitate participation in the PIPP plus program.

O.A.C. 122:5-3-01 Definition of PIPP plus Reverification Date

Although the Company does generally support OPAE's proposed revisions regarding the PIPP plus anniversary date discussed above, AEP Ohio disagrees with OPAE's revisions to Ohio Adm.Code 122:5-3-01 (OO). In its Initial Comments, OPAE suggests that ODSA should have the discretion to set a date for a customer to document his or her household income and size in order to verify their eligibility to continue participation in the PIPP plus program. AEP Ohio recommends O.A.C. 122:5-3-01 (OO) remain unchanged for multiple reasons. First, the twelve-month period set forth in the existing rule establishes a definitive date for a PIPP plus customer to document their eligibility, which reduces confusion. Additionally, OPAE's proposed revision does not require ODSA set an annual date for reverification. This could theoretically result in a customer only being required to reverify their eligibility once every few years. A customer's eligibility to participate in the PIPP plus program can change based on a multitude of factors that affect their household's income and size, including changes in employment and/or an increase or decrease in the amount of governmental assistance the customer receives, among many other factors. It would be inappropriate to allow for a framework that does not require PIPP plus customers to reverify their eligibility at least annually. AEP Ohio thus recommends that the Commission not adopt OPAE's proposed revisions to Ohio Adm.Code 122:5-3-01 (OO).

Respectfully submitted,

/s/ Tanner S. Wolffram

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CERTIFICATE OF SERVICE

In accordance with Ohio Adm. Code 4901-1-05, the PUCO's e-filing system will electronically serve notice of the filing of this document on counsel for all parties. In addition, I hereby certify that a service copy of the foregoing was sent by, or on behalf of, the undersigned counsel to the following parties of record and attorney examiners on this 15th day of August, 2019, via electronic transmission.

/s/ Tanner S. Wolfram

Tanner S. Wolfram

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Summary: Comments - Reply Comments of Ohio Power Company electronically filed by
Tanner Wolfram on behalf of Ohio Power Company