

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Commission’s Review)
of Ohio Administrative Code Chapters) Case No. 19-52-AU-ORD
4901:1-17 and 4901:1-18.)

**REPLY COMMENTS OF
THE DAYTON POWER AND LIGHT COMPANY**

The Dayton Power and Light Company (“DP&L” or the “Company”) hereby submits the following Reply Comments in response to the Public Utilities Commission of Ohio (“PUCO” or “the Commission”) request for comments related to proposed changes to Chapter 4901:1-17, 4901:1-18, and 122:5-3.

I. O.A.C. 122:5-03 – ODSA RULES RELATED TO THE PIPP PLUS PROGRAM.

A. *The Commission Should Adopt DP&L’s Proposed Changes to O.A.C. 122:5-03-02.*

It appears that there is no disagreement amongst the parties that the current PIPP Plus rules contained in O.A.C. 122:5-03-02 have had a draconian impact on customers that are unable to pay their bills or reverify their income in a timely manner. (DP&L Comments at pp. 4-7; Comments by The Citizens Coalition at p. 5; Comments by the Consumer Advocates¹ at pp. 8-12; FirstEnergy at pp. 3-5; Dominion/VEDO² Comments at pp. 10-11; OPAE³ Comments at pp. 7-9). Under the current rules, PIPP Plus customers that fail to

¹ Consumer Advocates collectively refers to Advocates for Basic Legal Equality, Inc., The Legal Aid Society of Cleveland, The Legal Aid Society of Columbus, The Legal Aid Society of Greater Cincinnati, The Office of the Ohio Consumers’ Counsel, Ohio Poverty Law Center, Pro Seniors, Inc., and Southeastern Ohio Legal Services.

² Domino refers to Ohio Gas Company dba Dominion Energy Ohio and VEDO refers to Vectren Energy Deliver of Ohio, Inc.

³ OPAE refers to Ohio Partners for Affordable Energy.

pay certain amounts on their “anniversary date,” fail to reverify their income in a certain time frame, miss payments, or voluntarily leave the program, start to rack up large bills based upon actual usage that must be paid prior to returning to the PIPP Plus program. This results in a tremendous barrier to reentry on the PIPP Plus program for those that are already suffering financial hardship. As a result, many parties have suggested adopting ODSA’s recommended edits to O.A.C. 122:5-03-02, with minor variations. (*See, Id.*).

The solutions offered by the Consumer Advocates, Citizens Coalition, and OPAE, although addressing the concerns with the current rules, go too far in rewarding delinquent or nefarious behavior to skirt the PIPP rules. For instance, Citizens Coalition recommends that PIPP customers are capped at \$100 to return to PIPP regardless of how many payments they have missed in the meantime. (Comments by The Citizens Coalition at p. 5). The Consumer Advocates argue that customers leaving the PIPP Plus program should only have to pay the monthly PIPP installment amounts *while the customer was active on PIPP*, but not the amounts that were racked up while the customer was off of PIPP and still receiving service. (Consumer Advocates’ Comments at pp. 9-10). Similarly, OPAE and The Breathing Association recommend that customers can return to the PIPP Plus program after paying past due monthly PIPP installments. (OPAE Comments at pp. 8-9; *see also*, Comments of the Breathing Association, at p. 2). All of these certainly reduce the barriers to reentry on the PIPP Plus program but create incentives for customers not to diligently pursue uninterrupted participation in the PIPP Plus program.

DP&L’s recommendation, on the other hand, balances the need to remove barriers of reentry while ensuring the PIPP Plus customers are not incentivized to leave the program and return. DP&L’s proposed edits to O.A.C. 122:5-03-02(H) and (C)(1) reduce the

number of people that will be removed from PIPP as well as the burden to get back onto PIPP. First, DP&L's edits eliminate removal for failure to make payments by an "anniversary date," which was a concern of the Consumer Advocates (p. 9) and OPAE (pp. 6-7). DP&L's edits also only require customers removed from the PIPP Plus program to pay PIPP Plus installment amounts owed while the customer was active on PIPP plus any PIPP Plus installment amounts for the months while the customer was not active on PIPP Plus, irrespective of whether the customer left voluntarily, was removed for failure to pay, or failure to timely recertify. (DP&L Comments at pp. 5-6). This dramatically reduces the amount a customer must pay to return to PIPP Plus, while ensuring that customers do not inequitably benefit by voluntarily leaving or being removed from the PIPP Plus program. Thus, DP&L's proposed edits to O.A.C. 122:5-03-02(H) and (C)(1) are the most comprehensive solution that appears to address the concerns of all parties.

To the extent the Commission does not adopt the solution proposed by DP&L; alternatively, the Commission should adopt the solution offered by FirstEnergy⁴ not just for those customers that leave voluntarily or fail to make payments, but also for those customers that fail to recertify in time. FirstEnergy proposes that for customers that left PIPP Plus voluntarily or for non-payment, they may reenroll in the PIPP Plus program if they pay any PIPP Plus installments owed while the customer was active on PIPP, Plus and any monthly charges for months the customer was not enrolled in PIPP Plus but maintained service (less any payments made by the customer) shall be added to the customers' arrearage balance. (Comments of FirstEnergy at p. 3). To maintain consistency, reciprocal

⁴ FirstEnergy collectively refers to Ohio Edison Company, The Cleveland Electric Illuminating Company, and the Toledo Edison Company.

changes should be made to O.A.C. 122:5-3-02(C)(1) to ensure the same process applies to those customers that were removed from PIPP due to untimely reverification.

B. Additional Customer Education Must be Within Reason and Incremental Costs Should be Recoverable Through the Universal Service Fund Rider.

The additional education and notices regarding the existence of public assistance programs available to PIPP Plus customers as suggested by The Citizens Coalition is unnecessary. (Comments by The Citizens Coalition at p. 6). DP&L already provides much of the information that Citizens Coalition seeks. For instance, with their first bill, DP&L Customers receive a brochure that explains the customer's rights and responsibilities as well as other information including but not limited to connection and disconnection of service, HEAP, and PIPP Plus. This information is also available on the DP&L website. Additionally, the DP&L Customer Contact Center provides information to customers about payment arrangements available to them, who they can call regarding assistance programs, as well as other options. Information about bill assistance information is also prominently displayed on every Residential Disconnect Notice. Nevertheless, to the extent the Commission orders additional educational materials and there are additional costs associated with new bill messages, communications, and education, those costs should be recoverable through the Universal Service Fund ("USF") Rider. Thus, to ensure good stewardship of the USF dollars, DP&L submits that to the extent any further notices are required, instead of reminding customers of public assistance programs with "every communication," (Citizen Coalition at p. 6), utilities should only provide such materials upon enrollment in the PIPP Plus program and with each annual recertification.

II. O.A.C. 4901:1-18 - Disconnection Rules

A. *The Commission Should Leave O.A.C. 4901:1-18-03 as it Currently Exists.*

The Commission should not adopt the Consumer Advocates' recommended edits to remove O.A.C. 4901:1-18-03(H), which allows a utility to disconnect service to a customer "for good cause shown." (Consumer Advocates Comments at p. 13). To support this argument, the Consumer Advocates misread and misinterpret the Ohio Revised Code by arguing that a utility's ability to disconnect is not consistent with the reasons set forth in R.C. 4933.12 or R.C. 4933.121. But R.C. 4933.121 is not a prescriptive list of the only reasons for which a utility may disconnect service to customers. Afterall, it would be presumptuous to think that the law or rules could contemplate all possible scenarios that could arise that would justify disconnection of a customer's service. Therefore, the Commission should continue to provide for this "catch-all" provision, which requires *good cause* prior to disconnection.

B. *The Commission Should Refrain from Amending Rules to Address Issues that Should be Addressed in Individual Grid Modernization Dockets.*

Multiple parties suggested edits to the rules based upon the existence of a modernized grid that allows for remote connectivity of customer meters. Specifically, the Consumer Advocates suggest that O.A.C. 4901:1-18-06(A)(1) should be amended to require that disconnections on advanced meters with remote connectivity be reconnected within one hour of payment. (Consumer Advocates Comments at p. 14). But the Consumer Advocates provide no support for this specific time period or any suggestion that this is even possible. Similarly, the Consumer Advocates recommend amending O.A.C. 4901:1-18-07(B)(1) to ensure that disconnections are reconnected in the same day

irrespective of when they take place. (Consumer Advocates Comments at p. 17). The Consumer Advocates assume that reconnection will occur automatically through an automated electronic system. Once again, there is no support that such technologies have or will be implemented. Ohio Power also suggests amending O.A.C. 4901:1-18-06(A)(2) to provide customers an additional telephonic notice at least ten days prior to disconnection, consistent with their Commission-approved disconnection process. (Initial Comments of the Ohio Power Company (“AEP Comments”) at p. 3). But not all utilities have implemented grid modernization and might not employ the same technology. Thus, implementing rules based upon assumptions about available technology that has not yet been adopted is premature. Rather, these types of issues should be either be addressed in individual grid modernization cases or after those cases have been resolved to the extent necessary.

DP&L does, however, agree that rule changes referencing “where a meter with remote reconnection capabilities is installed” should be clarified to only apply to locations where remote reconnections are being utilized by the utility. (*See*, Dominion/VEDO Comments at p. 2). DP&L agrees that just because a meter is capable of performing remote reconnections does not necessarily mean that the meter is immediately capable of remote connectivity nor does it ensure the service will always be able to be reconnected remotely.

C. The Commission Should Not Place Additional Ambiguous Notice Requirements Upon the Utilities.

The Commission should not OPAE’s recommended edits to O.A.C. 4901:1-18-06(A)(3), which would require the utilities to provide notice to not only the county departments of Jobs and Family Services, but also to local community action partnerships

and even unnamed and undefined non-profit organizations. (OPAE Comments at p. 13). This puts the onus on the utilities to identify the appropriate community action partnership for each disconnected customer and maybe even community-based non-profit organizations. This is the opposite of the process that currently exists today, whereby customers initiate contact with their community action partnership agency, Department of Job and Family Services, or private organization to apply for assistance programs and/or bill payment assistance. These agencies can vet their client's identity and assistance eligibility, as well as determine their clients' needs for assistance with all their utilities (electric/gas/water, etc.). The agencies and private organizations then contact DP&L through a dedicated phone line to the Company's Consumer Services department, to make pledges by phone, arrange for reconnection of service, and assist with other client needs such as starting new service. Requiring utilities to provide notice to local agencies and organizations provides nominal benefits (if any) is not only unduly burdensome to the utilities but can be considered intrusive and violating to customers who may not want their information broadcasted without their consent, as well as potential HIPAA violations.

D. The Commission Should Refrain from Expanding the 10-Day Notice Beyond the Winter Reconnect Time Period.

Ohio Power suggests adopting, as part of O.A.C. 4901:1-18-06(B)(1), a uniform ten-day disconnection notice. (AEP Comments at p. 3). But the ten-day notice was not intended to be provided year-round, just during the winter reconnect time period from the first day of November and ending on the fifteenth day of the following April. Such a change would substantially increase the number of disconnect notices that the utilities will have to provide throughout the other months of the year. Instead, DP&L agrees that

the Commission should adopt the Consumer Advocates' recommended edits to O.A.C. 4901:1-18-06(B)(1), which clarifies that the ten-day notice needs to be provided if the customer is disconnected between November 1 and April 15. (Consumer Advocates Comments at p. 15). This is consistent with how the utilities and Commission Staff have been applying the rule and provides for increased protection when customers are at their most vulnerable.

III. CONCLUSION

DP&L appreciates the opportunity to provide these Reply Comments and urges the Commission to adopt the recommendations set forth above and in DP&L's Comments filed on July 19, 2019.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that a copy of these Reply Comments was served on the persons stated below via electronic transmission, this 15th day of August 2019.

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Summary: Comments Reply Comments electronically filed by Mr. Alan M. O'Meara on behalf of The Dayton Power and Light Company