

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of)	
Duke Energy Ohio, Inc., for Approval)	Case No. 19-2151-EL-EDI
of an Operational Plan for Seamless)	
Move.)	

INITIAL COMMENTS OF INTERSTATE GAS SUPPLY, INC.

I. INTRODUCTION

Interstate Gas Supply, Inc. (“IGS” or “IGS Energy”) appreciates this Commission’s attempt to resolve long-outstanding issues that are important to the competitive retail electric service (“CRES” or “Supplier”) provider community and its customers, such as seamless move. It was over six years ago that the Commission ordered the development of an operational plan for the purposes of implementing the Commission’s expressed desire for shopping customers to maintain their status as shopping customers after a change in address.¹ IGS is hopeful these comments are the last step in implementing the Commission’s vision and the reduction of barriers to competition for customers already engaging with a retail supplier.

As directed by the Commission, the EDUs and RESA members, along with Staff and the Ohio Consumers’ Counsel, participated in stakeholder meetings to collaborate on the development of a seamless move operational plan.² Through these meetings, the stakeholders were able to arrive at a consensus regarding some of the provisions within

¹ *In the Matter of the Commission's Investigation of Ohio's Retail Electric Service Market*, Case No. 12-3151-EL-COI, Finding and Order (March 26, 2014) at 24.

² *See In the Matter of the Market Development Working Group*, Case No. 14-2074-EL-EDI, et al., (MDWG Case), Finding and Order (Feb. 7, 2018) at ¶ 37-38, 43.

the operational plan, many of which were based upon the assertions of EDUs regarding their billing systems. However, a few issues remain unresolved.

IGS appreciates the opportunity to provide comments regarding Duke Energy Ohio, Inc.'s ("Duke") proposed implementation plan ("Operational Plan") filed in this proceeding. While generally supportive of the submission, IGS offers recommendations to the Commission that will ensure that seamless move capability will be timely implemented and that no customers will be unreasonably excluded from this benefit.

II. COMMENTS

A. Duke should be directed to include seamless move functionality in its new Customer Connect System.

In its Operational Plan, Duke provided two potential paths for the implementation of seamless move. The more immediate option would be for Duke to implement seamless move as a stand-alone function in its current system. Duke estimates that this will take 12-18 months to complete and cost approximately \$850,000 to \$1,000,000.³ The second option would be to include the seamless move function in Duke's new Customer Information Systems ("CIS"), however, this benefit will not be available to customers until third quarter of 2022.⁴

IGS is disappointed that almost a decade will have elapsed between the start of the initial investigation into retail market improvements and the final implementation of seamless move functionality. However, IGS recognizes that Duke's proposal to implement seamless move in collaboration with Duke's new CIS, Customer Connect, is

³ Duke Operational Plan at 2-3.

⁴ *Id.* at 3.

reasonable both logistically and economically. Despite the continuation of the delay, IGS does not oppose this proposal so long as the implementation of seamless move is considered a priority in Duke's new CIS. Therefore, IGS urges that the Commission ensure seamless move is among the first batch of features rolled out when Duke's Customer Connect system goes live in 2022, as proposed in Duke's Operational Plan.

B. Meter restrictions will unreasonably and unnecessarily limit the eligibility of customers for a seamless move.

Regarding the proposed Operational Plan, IGS expresses concern with the provision that restricts eligibility to only those customers that are moving between homes with a meter "of appropriate type."⁵ In practice, this means customers with an AMI meter ***regardless of whether they are on a fixed rate or a time-varying rate*** will only be able to move their CRES contract if the new location also has an AMI meter. Thus, this will severely limit the eligibility of customers able to take advantage of seamless move.

IGS certainly understands the need for compatible metering capabilities for those customers on time-varying rates; however, in the first years of smart meter rollout, when this provision will be most restricting, the number of customers on time-of-use rates will be at its smallest. As customers become more familiar with their innovative options and these offerings become more prevalent in the retail marketplace, that number will grow. But excluding ***every*** customer that is moving from a smart meter to a legacy meter from seamless move eligibility for the concern of such a small number is unreasonable.

Additionally, smart meters are not the only necessary component to enable a CRES provider to offer time-varying rates. Without access to certain customer energy

⁵ Duke Operational Plan at 5.

usage data, like a customer's actual Peak Load Contribution ("PLC") value, CRES providers cannot capture or measure any value from the changes in a customer's behavior. This further reduces the number of customers in which this harsh restriction is based upon.

Notably, the Commission recently approved the installation of new smart meters in Duke's territory.⁶ As proposed in its Electric Security Plan Application, the transition would begin in 2019 and conclude by the end of 2022.⁷ If the installation of Duke's smart meters and the new Customer Connect is implemented according to the proposed schedules, the meter matching requirement will only unreasonably exclude customers for a short period of time. However, this will not be the case should the timeline of either upgrade be adjusted. Thus, IGS submits that the compatible metering capabilities requirement should be removed.

Finally, IGS submits that it is unnecessary to exclude the small subset of customers that would be moving a time-varying rate to a new home with a legacy meter from enjoying the benefits of seamless move. First, this is consistent with the Commission's stated preference that shopping customers maintain their status as shopping customers after a change in address.⁸ If a customer elects to remain in a relationship with its current CRES provider, it should be able to do so.

⁶ *In the Matter of the Application of Duke Energy Ohio, Inc. for Authority to Establish a Standard Service Offer Pursuant to R.C. 4928.143 in the Form of an Electric Security Plan, Accounting Modifications, and Tariffs for Generation Service ("Duke ESP 4")*, Case Nos. 17-1263-EL-SSO, et al., Opinion and Order (Dec. 19, 2018) at ¶ 218.

⁷ *Duke ESP 4*, Test. of Donald Schneider, Jr. (June 1, 2017) at 13.

⁸ See *Retail Market COI*, Finding and Order at 24.

Further, any assertions that these customers would not be experiencing a true “seamless move” because they would not be served under the exact same terms should be dismissed. A seamless move allows customers to transfer their contract upon a move, not transfer just specific provisions within the contract. This transition could be contemplated under the contract . Should the Commission have concerns, IGS suggests that the Commission add a requirement into the Operational Plan that requires a CRES provider to include a provision in the applicable residential contracts to address this scenario, and codify such requirement in the pending CRES rulemaking, if desired. Establishing a requirement at this juncture would have only a minor burden on the CRES provider community as these rate offerings are still in their infancy in Ohio. Thus, these customers’ transition can be addressed, which fully eliminates the need for the “compatible metering capabilities” requirement.

III. CONCLUSION

Therefore, IGS respectfully requests that the Commission adopt IGS’ recommendations to ensure that seamless move capability will be timely implemented and that no customers will be unreasonably excluded from this benefit.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I certify that this *Initial Comments of Interstate Gas Supply, Inc.* was filed electronically through the Docketing Information System of the Public Utilities Commission of Ohio on May 4, 2020. Notice of the filing will be sent via electronic mail to all persons who have electronically subscribed to the case.

/s/ Bethany Allen

Bethany Allen

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Summary: Comments Initial Comments of Interstate Gas Supply, Inc. electronically filed by Bethany Allen on behalf of Interstate Gas Supply, Inc.