

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of) Case No. 16-1096-EL-WVR
Duke Energy Ohio, Inc. for a Waiver.)
)

JOINT OBJECTIONS OF CUFA and PRO SENIORS

Having independently moved for leave to intervene, CUFA and Pro Seniors state their concerns with, and objections to, Duke’s waiver request. We concur in and adopt the objections filed by the Office of Consumers’ Counsel and raise the following, additional objections.

- 1. Personal contact on the day of termination provides the last and best means of affording the consumer an opportunity to avoid disconnection.**

Duke has asked for waiver of the personal notice requirement at 4901:1-18-06(A)(2). However, Duke has ignored entirely 4901:1-18-06(A)(4), which assigns a specific duty to the employee who disconnects the service.

(4) Utility company employees or agents of the utility company who disconnect service at the premises may or may not, at the discretion of the utility company, be authorized to make extended payment arrangements. Utility company employees or agents who disconnect service shall be authorized to complete one of the following:

- (a) Accept payment in lieu of disconnection.
- (b) Dispatch an employee to the premises to accept payment.
- (c) Make available to the customer another means to avoid disconnection.

While the company may choose not to empower the employee to make payment arrangements, it must (“shall”) authorize that person to address payment in some manner. This is clearly intended to provide the customer a last minute wake-up call and final opportunity to avoid shut off, when the customer sees the disconnection employee

exiting the truck, knocking on the door, or approaching the meter. A text message or robo call lacks both the attention-getting immediacy of the face-to-face contact and the ability to provide assistance (accepting payment, dispatching an employee, or making “another means” available”) for avoiding disconnection.

Duke may, of course, argue that the rule is obsolete because technology has allowed it to eliminate the need for an employee to personally perform the disconnection. However, “technologically possible” does not necessarily comport with good public policy. The rule clearly posits that there will be a live person at the premises and requires the company to assign to that person a responsibility that extends beyond mechanical disconnection to personal interaction with the customer. The Commission should not grant a waiver that eliminates this “last best” opportunity for payment arrangements without an adequate substitute that goes beyond text messages and automated calls.

2. Text messages and robo calls are unreliable means of contacting elderly and low income customers.

Duke proposes replacing personal, on-premises notice with a text message and an “automated” phone call. This procedure assumes that (1) Duke has the customer’s current phone number, (2) the phone is operable, (3) the phone can accept text messages, and (4) the customer sees the text or answers the phone. Each of these assumptions is seriously flawed.

Duke’s services are connected to physical addresses, so Duke necessarily knows where to find its customers. However, it is much less likely that Duke knows the customer’s phone number. Nothing in Duke’s filing even suggests how it intends to maintain up-to-date telephone numbers (both landline and cell) for its customers. The only current information likely available to Duke would be the telephone number and/or

email address provided when the customer initiated service, which may have been years in the past. It strains the imagination to believe that Duke has maintained an up-to-date database of customers' telephone numbers that would enable it to assure that its telephone messages have reached a working number. Yet the Commission should require nothing short of that were it were to permit Duke to substitute phone calls for personal contact at the premises.

Communicating with customers who rely on cell phone service poses additional, unique reliability problems. Numbers can change overnight with the purchase of a new phone or new phone provider. Many lower income customers can afford only minute-limited service (including lifeline service), and customers often lose service before the month's end. Text messages and phone calls to a customer whose number has changed, who has no voice mail or text service, whose phone has been lost, or whose monthly minutes have expired will predictably be unseen and unheard.

Duke proposes telephone by "automated messages," commonly known as robo calls. Because of the annoying ubiquity of robo calls, many consumers hang up as soon as the robotic voice begins—or choose not to answer when they see an unknown number on their caller-i.d. They are much less likely to ignore the uniformed Duke employee who knocks on the door or shows up to turn off the lights.

Conclusion

The Commission should deny the waiver. Duke's proposal to replace personal contact at the residence with one-time billing notices, text messages, and automated phone calls would represent a significant step backwards from the protection now afforded customers by the uniform disconnection rules.

Respectfully submitted,

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DATED: June 29, 2016

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Joint *Objections* was served on the persons stated below via electronic transmission this 29th day of June 2016.

/s/ Noel M. Morgan

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SERVICE LIST

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Summary: Objection Joint objections of Communities United for Action (CUFA) and Pro Seniors electronically filed by MR. NOEL M MORGAN on behalf of Communities United for Action and Pro Seniors