

**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

**DIRECT TESTIMONY OF TERESA RINGENBACH
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 Teresa Ringenbach. I am the Senior Manager of Government and Regulatory
4 Affairs, Midwest, for Direct Energy, LLC. My business address is 5200 Upper Metro
5 Place, Suite 170, Dublin, OH 43017.

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”).¹

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

10 A3. I hold a Bachelor of Business Administration with a concentration in International
11 Business from the University of Toledo. I started in the energy industry in 2001 with
12 Integrus Energy Services, Inc., formerly WPS Energy Services, Inc., as a Customer
13 Service and Marketing Specialist promoting and managing Ohio residential and small
14 commercial electric offers. In 2002, I became an Account Manager – Inside Sales, where
15 I sold and managed Government Aggregation Programs for both gas and electric. In
16 2005, I was promoted to Regulatory Specialist. In this position, I was responsible for
17 regulatory compliance throughout the United States and Canada. In 2006, I accepted the
18 position of Regulatory Affairs Analyst – East covering New England, New York, New
19 Jersey, Ohio and Pennsylvania gas and electric issues. In the spring of 2008, I accepted

¹ 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.

1 the Regulatory Affairs Analyst position for the Midwest region covering Ohio, Michigan,
2 Illinois, Indiana, Kentucky, and all of Canada. In this position, I directed the regulatory
3 and legislative efforts affecting Integrys Energy's gas and electric business. In August
4 2009, I joined Direct Energy as the Manager of Government and Regulatory Affairs for
5 the Midwest.

6 **Q4. Have you previously testified before any regulatory agency?**

7 A4. Yes. I have testified before the Connecticut Department of Public Utility Control, the
8 Pennsylvania Public Utility Commission, the Illinois Commerce Commission, the
9 Kentucky Public Service Commission and the Public Utilities Commission of Ohio.

10 **Q5. What is the purpose of your testimony in this proceeding?**

11 A5. I am testifying regarding issues with providing data access to CRES Providers operating
12 in Duke Energy Ohio's (Duke) certified territory that are unresolved by the Stipulation.² I
13 also provide testimony regarding RESA's proposals to implement an Enroll From My
14 Wallet sign-up option, ZigBee meter access, and modifications made in the Stipulation to
15 Duke's Purchase of Account Receivables program.

16 **II. DATA ACCESS**

17 **Q6. Does RESA have any recommendations regarding data access?**

18 A6. Yes. The AMI data access provisions outlined in the settlement should clarify specific
19 requirements for Duke to work with CRES Providers to ensure the functionality works
20 and is not just built. In addition, the Commission should clarify that the AMI
21 functionality, once built, will also eliminate the current fees charged for customer
22 historical usage information.

² Stipulation and Recommendation, Case Nos. 17-32-EL-AIR et al (Rate Case), 17-1263-EL-SSO et al (ESP IV), 17-872-EL-RDR et al (Rider PSR Application), 16-1602-EL-ESS (April 13, 2018).

Q7. What does RESA recommend to ensure functionality?

A7. At a minimum the parties to Case No. 14-2209-EL-ATA should be part of a regular working group with Duke as they build the system. There are likely to be questions that arise and testing that needs to be done to ensure the information is not only built by Duke but functions properly as CRES Providers receive it. The Commission should order Duke to create a collaborative process with suppliers who intend to offer TOU or other advanced products to ensure the build of the system functions properly.

Q8. Does the Stipulation eliminate the Interval Meter Data fee currently charged to suppliers?

A8. No; the Stipulation includes a provision allowing interval customer energy usage data to suppliers, but does not eliminate the charge for such data from its Supplier Tariff.

Q9. Do you believe suppliers should pay for the data?

A9. No. Metering is currently a monopoly function. Both the hardware and software functions including installation, reading, settlements, etc., reside with the distribution utility and should be treated as a distribution cost.

Q10. Why?

A10. Meter data is the customer's to provide. Charging all customers to allow data access for the few on time-of-use has discriminated and placed our customers at a disadvantage. Meter data is essential to the policy of the state and the growth of new (insert policy language) offerings. It should be paid as part of the standard utility service given it is a utility service. In addition, as the AMI systems are built out this should become a more automated option. So unless a supplier is emailing or asking for manual intervention there should be no fee for historical usage requests.

1 **Q11. Do you believe this is free ridership?**

2 A11. No. Suppliers have paid millions of dollars in switching fees for years to build systems,
3 including \$469,335 in 2016 alone.³ Now our customers' use of the system in order to
4 choose a supplier's AMI-based product other than the utility would again be a charge.
5 The utility wasn't charging solely customers who chose to use their AMI meter data and
6 therefore shouldn't solely charge customers who choose to have a supplier use their data
7 for supply.

8 In addition, suppliers have costs we incur to upgrade our systems to match the
9 requirements of the utility. The option for a customer to pay those supplier costs are part
10 of the customer's product. Since the market opened there has been an informal agreement
11 that metering would remain with the utility and a wires service. As long as that remains
12 in effect the ability to receive meter data to grow competitive options also remains a
13 socialized monopoly cost.

14 **Q12. Are there any other clarifications around AMI systems and data that RESA would**
15 **like the Commission to address?**

16 A12. Yes. RESA would also like the Commission to clarify that upon full data access the
17 Duke time of use options would be eliminated. Similar to AEP, we would like a review
18 after one year of the market. The review would determine when there should be a
19 transition away from the utility offered TOU products after the Commission has
20 determined CRES providers are offering these types of products in the market.

³ Duke Response to IGS-INT-01-016(b), Case Nos. 17-1263-EL-SSO, et al., attached as Exhibit TR-1.

1 **III. ZIGBEE ACCESS AND ENROLL FROM MY WALLET**

2 **Q13. Are there other items you would like to see in order to provide the biggest benefits**
3 **to customers?**

4 A13. Yes. I am also proposing Enroll From My Wallet and ZigBee meter access.

5 **Q14. Please explain Zigbee access.**

6 A14. New technologies sync up to AMI by allowing a customer-purchased device to directly
7 read from a meter rather than go through the utility system. The device allows a customer
8 to see in real time what the meter is reading. Utilities can allow for this type of access by
9 requiring the customer to register their device and receive a specific code to set it up.
10 These devices are used in many different ways mostly to show efficiencies or provide
11 insights into which areas of a home may be drawing the most power so a customer can
12 take action. Some link to websites which then disaggregate the data for the customer. In
13 the case of a free power option as noted above a customer could see in real time where
14 they stand during certain activities and shift those activities to free periods.

15 **Q15. Please explain Enroll From My Wallet.**

16 A15. Enroll From My Wallet is an option to replace the current onerous letter of authorization
17 (LOA) process with a more streamlined and digital approach. The current process
18 requires a customer to sign an LOA with a supplier in order to authorize release of an
19 account number or release of historical usage data. The supplier must then scan and
20 upload that document to Duke who then must verify it prior to releasing customer data.
21 The Enroll From My Wallet option eliminates the middle step by allowing the customer
22 to provide additional verifying information that Duke already collects. The supplier then
23 provides the additional verifying information to Duke whose system matches the data and

1 provides that customer's information. This does not remove the requirement that a
2 supplier still obtain and keep a record of an LOA for each customer. However, the
3 process to obtain an account number for enrollment or historical usage information is
4 streamlined by removing the delay of passing back and forth a paper.

5 **Q16. Has the process always required the supplier to scan and upload a pdf of the LOA?**

6 A16. No. Duke's supplier portal used to allow access by simply checking that an LOA existed.
7 Duke would then have the ability to audit a supplier to ensure they were holding the
8 LOA.

9 **Q17. Are you proposing we go back to the check the box method?**

10 A17. Not fully. I am proposing the check box be replaced by some identifiable information
11 similar to what has been proposed in Case No. 16-1852-EL-SSO and which AEP Ohio
12 has as an option on its website. In essence, I am looking to remove the manual upload
13 and wait one-by-one process we currently have.

14 **IV. PURCHASE OF ACCOUNT RECEIVABLES**

15 **Q18. What modifications does the Stipulation make to Duke's purchase of receivables**
16 **(PAR) program?**

17 A18. The Stipulation continues the PAR program as proposed in Duke's ESP application, with
18 modifications, specifically that Duke will hire an independent auditor to conduct an audit
19 of the program to ensure Duke is purchasing only those receivables it is authorized to
20 purchase and recover through the program, and the sufficiency of internal processes and
21 controls for monitoring CRES providers' compliance with the program agreement.

22 **Q19. Does RESA agree with the Stipulation's modification to require an audit of PAR**
23 **accounts?**

1 A19. This appears to be a recommendation from the Rate Case Staff Report, but it is unclear
2 what Staff was proposing or what will be audited. Suppliers will be asked to turn over
3 products and potentially detailed accounting of what goes into their product offerings but
4 for what purpose is unclear. Nor should they be required to provide more than just a price
5 to a company which in some circles is our competitor. The PUCO does not regulate our
6 prices or how our revenues fund other products and services. Ultimately, it is
7 questionable what Staff is looking for when they say a non-commodity would not be, in
8 some way shape or form, part of the revenue a supplier receives to fund their businesses.
9 That said we have yet to even establish what non-commodity truly means. The September
10 27, 2017 Finding and Order in Case No. 15-1507-EL-EDI may provide guidance but
11 should certainly not be used for a retroactive audit. If there are to be guidelines of the
12 PAR program those should be prospective and in a manner which does not have this
13 Commission regulating the pricing and revenue streams of a supplier. The Commission
14 has no legal authority to dictate how a supplier uses revenue to purchase value added
15 products they may offer to customers. This Commission should define non-commodity
16 and Staff should be clear in what they intend to audit. If it is solely what was already
17 determined through the PAR contract then this section of the settlement should indicate
18 that and not be the overly broad language from the staff report.

19 **Q20. If the Commission does agree that the PAR requirements for audit are what is**
20 **intended do you have a solution for the non-commodity?**

21 A20. The Commission should provide forward-looking guidance on the PAR program
22 regarding a clear definition of what is non-commodity so not to inhibit new product
23 offerings. This will allow suppliers to continue to develop new product offerings in a

1 manner which is PAR compliant or choose not use the PAR program. In any scenario,
2 we are moving toward products which are far more than just a fixed price generation
3 option and the ability to bill for these products should not be prohibited. There is a
4 difference between a purchase of a receivable for generation and stifling emerging
5 products in the market. The question of non-commodity and what it is needs to be
6 resolved before suppliers are pushed out of the market due to a retro-active audit.

7 **Q21. Does the Stipulation institute a discount rate on the PAR program?**

8 A21. While the Stipulation does not specifically address this issue, it does not appear to accept
9 the recommendation in the Staff Report to institute a discount rate for PAR.

10 **Q22. What is RESA's position on a discount rate on the PAR program?**

11 A22. RESA does not support a discount rate for Duke's PAR program. The current PAR
12 program was specifically designed to operate with a 0% discount rate for efficiency and
13 simplicity of the Duke dual-fuel systems and uncollectible rider. Prior to 2010, Duke
14 included a discount rate for the POR program. The discount rate over the years became a
15 point of conflict for Duke and suppliers because the discount rate was also considered as
16 part of our credit requirements and created a different credit threshold for a customer on
17 the electric side versus gas. When Duke wanted to create an uncollectible rider, there
18 were concerns of suppliers cherry-picking good-paying customers, leaving Duke and
19 therefore the uncollectible rider with poor payers and an ever-increasing bad debt with
20 fewer and worse paying customers to cover it through the rider. The zero-discount rate
21 combined with an unavoidable uncollectible rider balanced this while also simplifying for
22 a customer how their credit review would be handled for the two commodities. If there is
23 a move to create a discount rate, then a similar discount to the uncollectible rider must be

1 provided to PAR customers. In addition, this will bring back the discrepancy between
2 how a customer is credit checked for electric versus gas.

3 **Q23. Will a discount on the PAR create other concerns?**

4 A23. Yes. Suppliers who have fixed contracts will not have the ability to pass through this new
5 regulatory change under the commission fixed-means-fixed requirements (in Case No.
6 14-568-EL-COI) without affirmative consent. While the latest version of the requirement
7 would not mandate a supplier return the customer to the utility this is clearly a shifting of
8 costs which the customer due to a regulatory change would avoid. If the Commission
9 chooses to implement a discount rate they should delay the implementation by one year
10 to allow supplier products to adjust. Finally, I reaffirm the need to change the
11 uncollectible rider if a customer is now paying a supplier directly for that uncollectible
12 risk.

13 **V. CONCLUSION**

14 **Q24. Does this complete your testimony?**

15 A24. Yes.

CERTIFICATE OF SERVICE

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

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/s/ Rebekah J. Glover

One of the Attorneys for the Retail Energy
Supply Association

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

IGS-INT-01-016

REQUEST:

Supplier Tariff page 52.4 lists a Customer Enrollment/Switching Fee of \$5.00/switch charged to the supplier. Regarding this provision:

- a. Are customers required to pay this fee when returning to SSO service?
- b. What is the total amount in switching fees that Duke collected in 2016?

RESPONSE:

- a. No.
- b. \$469,335

PERSON RESPONSIBLE: Scott Nicholson

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in

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 Teresa Ringenbach electronically filed by Ms. Rebekah J. Glover on behalf of Retail Energy Supply Association and Interstate Gas Supply, Inc.