BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of The Dayton Power & Light Company for Approval of Its Electric Security Plan.	)))	Case No. 16-0395-EL-SSO
In the Matter of the Application of The Dayton Power & Light Company for Approval of Revised Tariffs.	)))	Case No. 16-0396-EL-ATA
In the Matter of the Application of The Dayton Power & Light Company for Approval of Certain Accounting Authority Pursuant to Ohio Rev. Code § 4905.13.	)))))	Case No. 16-0397-EL-AAM

SUPPLEMENTAL DIRECT TESTIMONY OF MATTHEW WHITE ON BEHALF OF INTERSTATE GAS SUPPLY, INC.

February 12, 2019

I. INTRODUCTION AND BACKGROUND

Q. Please state your name and title.

A. My name is Matthew White. I am employed by Interstate Gas Supply, Inc. ("IGS" or "IGS Energy") as General Counsel, Legislative and Regulatory Affairs. My business address is 6100 Emerald Parkway, Dublin, Ohio 43016.

Q. On whose behalf are you testifying?

A. I am testifying on behalf of IGS Energy.

Q. Please describe your educational background and work history.

A. I started my career in energy in 2007 working at the law firm of Chester, Wilcox & Saxbe as an energy and utilities lawyer. At Chester Wilcox I participated in numerous regulatory proceedings relating to utility matters, including natural gas and electric rate cases and electric power siting cases. I began working at IGS in 2011. I am now General Counsel of IGS Energy and its affiliated companies. I oversee all of IGS' legal and regulatory activities throughout the country. My team is responsible for supporting the legal, regulatory, compliance and legislative needs of all of IGS' businesses. Prior to working in the energy industry I earned J.D. and M.B.A. degrees from the College of William & Mary and a B.A. from Ohio University.

Q. Have you submitted testimony in regulatory proceedings before?

Yes. I have submitted written testimony in front of numerous state regulatory bodies including the Public Utilities Commission of Ohio, the Public Utilities Commission of Pennsylvania, the Maryland Public Service Commission, the Illinois Commerce Commission, the

Kentucky Public Service Commission, and the Michigan Public Service Commission. I have also testified in front of the state legislatures of Ohio, Michigan and Pennsylvania.

Q. Was a Stipulation filed in this case?

A. Yes, in fact, two stipulations have been filed in this case. First, a Stipulation and Recommendation was submitted on January 30, 2017. As part of that Stipulation, the parties agreed that DP&L would establish a component of the SSO rate to recognize costs related to, but avoided by, default service. Second, On March 14, 2017, following additional negotiations and bargaining, the parties to the initial Stipulation, the Commission Staff, and other parties executed an Amended Stipulation to resolve all of the outstanding issues in this proceeding. Among other things, the Amended Stipulation acknowledged the existence of SSO-related costs embedded in distribution rates, but the parties agreed to evaluate that matter in DP&L's distribution rate case rather than resolve it here. The Amended Settlement, however, made the OVEC cost recovery mechanism ("Rider RR") bypassable to customers served by a CRES provider. I submitted testimony indicating that making any cost recovery related to DP&L's OVEC entitlement bypassable avoids an anticompetitive subsidy that would result from collecting generation related costs through nonbypassable charges imposed on shopping customers. The Stipulation also included a non-bypassable Distribution Modernization Rider. At the time of the filing of the Stipulation, IGS and many others indicated that they "do not support but agree not to oppose Section 11.2. [the DMR] of the Stipulation taking into consideration the Stipulation as a package."

Q. Did the Commission authorize the Amended Stipulation without modification?

A. No, it did not. Although the Stipulation was presented as a "package deal," the Commission modified the Amended Stipulation to require that Rider RR be non-bypassable by customers served by the CRES provider. Because IGS' support of the Stipulation was contingent on the package being approved as a whole, IGS then withdrew from the Stipulation. Consequently, IGS challenges the Amended Stipulation.

Q. What is the purpose of your testimony?

A. The purpose of my testimony is to describe elements of the Amended Stipulation and the unmodified portions of the ESP Application that are not in the public interest and otherwise violated regulatory practices and principles. Specifically, I urge the Commission to establish the RR as a bypassable rider, which will ensure that shopping customers are not responsible for paying costs associated with DP&L's legacy investment in aging generation assets. I reach the conclusion that the DMR is an inappropriate anti-competitive subsidy for the benefit of an unregulated entity, DPL Inc. The result of this subsidy is to place IGS and the IGS family of companies—all of which are locally based—at a competitive disadvantage in various competitive generation and retail markets in Ohio. I further explain that the Amended Stipulation is unjust and unreasonable inasmuch as it requires CRES providers to pay exorbitant unsubstantiated fees for historical usage data, as well discriminatory switching fees that are not equally applied to customers switching to default service. Finally, I recommend that the Commission establish a rider mechanism to facilitate the unbundling of SSO-related costs, as contemplated in the stipulation, which are currently being recovered through distribution rates.

II. THE RR

Q. Do you believe that the Commission should authorize the RR mechanism that provides non-bypassable cost recovery for OVEC generation assets?

A. No. Through the RR, DP&L seeks to recover "the difference between its OVEC [Ohio Valley Electric Corporation] expenses and the amounts that DP&L received from selling that generation into PJM's day-ahead markets, to the extent that those costs are not recovered through DP&L's Fuel Rider."[1] The RR would be charged to all distribution customers. The Commission should reject this proposal because it would allow DP&L to receive generation-related revenue that it cannot otherwise recover from competitive market. Indeed, it is structured specifically to ensure that the DP&L is able to collect the difference between the cost-based revenue requirement that DP&L pays to OVEC and the revenues that DP&L's OVEC entitlement produces from the competitive market.

Q. Do you think the RR is a hedge?

A. No, I do not. To my knowledge, DP&L has been losing money on OVEC for nearly a decade. There is no reason to expect that trend to change. Moreover, as discussed in the testimony of Joseph Haugen, PJM has proposed changes to the capacity market that may disqualify DP&L from participating in the PJM capacity market. To that extent

[1] Application at 5

that occurs, the RR would have very little chance of providing a credit to customers. It will only provide a windfall for DP&L.

Q. Do you have any recommendations regarding the RR?

A. Yes, I suggest that the Commission authorize the RR to be bypassable. Making any cost recovery related to DP&L's OVEC entitlement bypassable avoids an anticompetitive subsidy that would result from collecting generation related costs through nonbypassable charges imposed on shopping customers.

III. THE DMR

Q. What is the DMR?

A. The DMR is described as a rider that will enhance both DPL's and DP&L's financial integrity and provide for a more robust distribution service for customers. It is a non-bypassable charge applicable to all distribution customers.

Q. Is the DMR intended to support the financial integrity benefit DP&L or DPL Inc. ("DPL")?

A. For reasons discussed more thoroughly by witness Hess, my understanding is that the purpose of the DMR is to support the financial integrity of DPL, the parent company, not the utility. While DP&L still owned generation assets, I believe that it was able to somewhat muddy the waters with respect to the need for the DMR. But now that it has transferred its generation assets, it is clear that the purpose of the DMR is to prop up the earnings of DPL, which is an unregulated entity.

Q. Should the Commission have concerns over DPL's ability to pay of its debts?

A. No, it should not. DPL is wholly owned by the AES Corporation, which is a fortune 500 company. To the extent that DPL's available cash flows are insufficient to cover DPL's debt expenses, AES will have no other option then to provide an equity infusion to DPL.

Q. If AES did not provide an equity infusion to DPL and DPL cannot pay its debts, would that have a negative impact on DP&L and its customers?

A. No, it would not. First, it is important to acknowledge that DPL's debt is primarily held by out-of-state banks. Therefore, much if not all of the interest and discretionary debt payments that DPL proposes to make with DMR funds are being sent out of the state of Ohio. Thus, the real purpose of the DMR is to syphon off above-market revenues from the already economically challenged customers in the Dayton region to pay a few bankers out-of-state bankers and their shareholders.

Q. What impact would a DPL bankruptcy have on the customers of DP&L?

A. DPL seeking bankruptcy protection could actually be a benefit for the customers of DP&L. To the extent that DPL sought bankruptcy protection, it would provide a forum for DPL to renegotiate its long-term debt, which should result in creditors taking a fraction on the dollar. Alternatively, bankruptcy may result in creditors exchanging long-term debt for an equity interest in DPL. This would reduce or eliminate DPL's long-term debt, putting equity in its place, which would result in a massive improvement to DPL's debt laden balance sheet. DP&L does not dispute that these results could occur.[2] Either circumstance would permit DPL to right size its debt, interest, balance sheet, and ultimately net income.

[2] Ex. MW-3 (DP&L Response to IGS-INT-8-6).

Q. Would DP&L's ability to provide reliable service be impacted by a bankruptcy filing?

A. No, it would not. One need only look at the recent bankruptcy filing of FirstEnergy Solutions. In less than a year, FES appears to be set to emerge from bankruptcy. Moreover, the FirstEnergy Ohio EDUs have not shown any negative impacts from the filing.

III. UNREASONABLE FEES

Q. What fees do CRES providers and their customers have to pay?

A. CRES providers must pay fees for access to historical customer usage information at $150 per request. Moreover, when a customer switches either from default service to a CRES providers or from a CRES provider to another CRES provider, there is a $5 fee. According to DP&L, there is no fee applicable to switch back to default service. DP&L's tariff, however, contradicts this claim.

Q. On what basis does DP&L claim that it is reasonable to impose a switching fee on customers selecting a CRES but not when they return to default service?

A. In response to discovery, DP&L relies upon the Commission's order from Case No. 12-426-EL-SSO stating:

> Furthermore, the Commission finds that DP&L should permit the CRES providers to pay the switching fee consistent with the practice in the FirstEnergy, AEP-Ohio, and Duke Energy Ohio service territories." DP&L complied by ensuring its processes were in line with the other Ohio utilities, which consisted of requiring the CRES providers to pay the switching fee on behalf of their customers and no longer charging for a return to standard offer service.[3]

[3] MW-1 (DP&L Response to IGS-INT-9-10).

Q. Is DP&L's discrimination against shopping customers reasonable?

A. No. First, it is important to note that the Order reference DP&L relies upon does not provide authority to waive the switching fee when a customer returns to the SSO. Rather, the Order was intended to let CRES providers pay the fee on behalf of their customer. Therefore, there is an anti-competitive fee in place for customers to switch. Second, it is unjust, unreasonable, and discriminatory to only impose a switching fee when a customer selects a CRES provider.

Q. Does DP&L incur costs to effectuate a switch?

A. It is not clear. IGS requested in discovery that DP&L identify all costs that it incurs "to facilitate the switch of a customer from the SSO to a CRES and vice versa." But DP&L did not provide any responsive information.[4]

Q. Given the apparent discrimination and unlevel playing field regarding switching fees, what do you recommend?

A. I recommend that the Commission ensure a level playing field for shopping and SSO customers. This can be achieved by either (1) eliminating the switching fee applicable to shopping customers; or (2) apply a $5 switching fee when a customer returns to the SSO.

Q. Do you believe that DP&L's $150 historical usage information fee is reasonable?

A. No, I do not. DP&L has not attempted to justify this exorbitant fee. In discovery, DP&L stated that "the basis of the costs being recovered for Hour Load Data are a result of

[4] MW-1 (DP&L Response to IGS-INT-9-11).

confidential settlement communications resulting in the Stipulation and Recommendation filed on October 26, 2011, which was approved in PUCO Case No. 11-3002-EL-MER." Thus, DP&L has not provided a cost basis for these fees.

Q. Has DP&L's exorbitant fees had a negative impact on customers?

A. Yes, these fees have added up to millions of dollars over the past several years.[5] These costs ultimately must be passed onto customers. Moreover, in many instances, these costs have become so exorbitant that a CRES provider must provide potential contract pricing to a customer without incurring the $150 price, which simply cannot be justified every time there a prospective customer request a price. When a CRES provider provides a prospective customer a quote without reviewing historical usage information, it is much more difficult to tailor a product to the specific customer's needs. Consequently, it may reduce the value that a customer receives from shopping, given that the non-customized offer must build in more risk.

Q. Given that the $150 fee is harming customers and CRES providers, what do you recommend?

A. I recommend that the Commission eliminate the fee. It is unreasonable for SSO customers to receive all data and other services needed to provide SSO generation service for free yet still require shopping customers to pay. It is yet another example of an incongruent policy that seeks to subsidize everything for SSO customers, yet assesses additional costs on shopping customers.

V. UNBUNDLING RIDER

[5] MW-2 (DP&L Supplemental Response to IGS-INT-4-2, Case Nos. 15-1830-EL-UNC).

Q. Does the Stipulation and Recommendation address unbundling?

A. Yes, the Stipulation indicates that in DP&L's distribution rate case, there will be an evaluation of SSO service-related costs proposed for recovery in distribution rates. The Stipulation provides that any identified SSO costs should be reallocated to SSO service.

Q. Have you identified any improvements to the Stipulation that would ensure that SSO costs are appropriately unbundled?

A. Yes, since the filing the Stipulation in this case, the distribution rate case has proceeded on its own path. In that case, IGS and the Retail Energy Supply Association ("RESA") identified approximately $12 million in SSO-related costs proposed for recovery in distribution rates. To reallocate the costs, IGS/RESA proposed to establish a rider to first credit on a non-bypassable basis $12 million to all distribution customers. To ensure that this elimination from distribution rates was revenue neutral to DP&L, the SSO-related costs were then proposed to be reallocated to SSO service through a bypassable rider. The Commission issued an Opinion and Order in that case on September 26, 2018. While the Commission recognized that there may be SSO-related costs proposed for recovery in distribution rates, it indicated that it lacked authority to establish a rider in a distribution rate case to effectuate the proposal. Given this apparent procedural issued holding back the Commission from unbundling SSO-related costs, IGS recommends that the Commission establish a rider here to address the Commission's concern in Case Nos 15-1830.

VI. Supplier Consolidated Billing.

Q. Do you recommend any changes to the Supplier Consolidated Billing Pilot?

A. Yes, I recommend that CRES providers purchase receivables from DP&L at a discount. It is important to keep in mind that DP&L is already assumed that a portion of DP&L's distribution-related receivables will not be collected. DP&L is being compensated for its uncollected distribution receivables through distribution rates and its uncollectible expense rider. To the extent that CRES providers are required to purchase DP&L's receivables at no discount, DP&L's uncollectible distribution expense will decrease. But CRES providers will be required to increase their generation-related prices to recover the cost of collecting DP&L's distribution receivables. This will result in a windfall to DP&L and customers that are not participating in the Pilot. While this change alone would not result in the Stipulation being in the public interest, it would at least mitigate some of the anti-competitive and anti-consumer elements of the Stipulation, such as the non-bypassable DMR and the non-bypassable RR.

Q. How should the discount rate be set?

A. The baseline amount should be DP&L's embedded uncollectible rate. But this amount should be increased slightly by 25 basis points to account for the fact that the pilot does not provide CRES providers with the ability to disconnect a customer. As a result, it can be assumed that CRES providers will be at a disadvantage in the collection process and therefore will experience a higher level of write-offs.

CERTIFICATE OF SERVICE

The Public Utilities Commission of Ohio e-filing system will electronically serve notice of the filing of this document on the parties referenced in the service list of the docket card who have electronically subscribed to this case. In addition, the undersigned certifies that a courtesy copy of the foregoing document is also being served upon the persons below via electronic mail this 12th day of February 2019.

/s/ Joseph E. Oliker
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EXHIBITS

INT-9-7. DP&L's application proposes several changes to tariff sheet G8. Proposed Tariff Sheet 33 proposes to authorize the following charges for interval data:

- One (1) month of Hourly Load Data (where available) - $25.00 per account per request
- One (1) month of 30 minute Load Data (where available) - $25.00 per account per request
- Twelve (12) months of Hourly Load Data (where available) - $150.00 per account per request

Identify the basis for these charges and identify all costs that DP&L incurs to provide such interval data.

RESPONSE: General Objections Nos. 1 (relevance), 2 (unduly burdensome), 4 (proprietary), 5 (inspection of business records), 6 (calls for narrative answer), 9 (vague or undefined), 12 (seeks information that DP&L does not know at this time), 13 (mischaracterization). DP&L further objects that the Hourly Load Data and 30 minute Load Data costs are unduly burdensome to provide. Subject to all general objections, DP&L states that the basis of the costs being recovered for Hour Load Data are a result of confidential settlement communications resulting in the Stipulation and Recommendation filed on October 26, 2011, which was approved in PUCO Case No. 11-3002-EL-MER.

Witness Responsible: Sharon R. Schroder

INT-9-8. Does DP&L agree that the details regarding its switching fee, including the fee itself, are contained in Tariff Sheet D34? If not, explain your answer.

RESPONSE: General Objections Nos. 1 (relevance), 6 (calls for narrative answer), 9 (vague or undefined), 11 (calls for a legal conclusion), 13 (mischaracterization). Subject to all general objections, DP&L states that certain details regarding switching fees are contained in Tariff Sheet D34. However, the application of any switching fees are discussed more thoroughly in the "Schedule of Fees and Charges" section of Tariff Sheet G8 (Part A, Section 3). Additionally, please see response to INT-9-10.

Witness Responsible: Sharon R. Schroder

INT-9-9. Identify whether DP&L proposes any changes to Tariff Sheet D34 in this proceeding. If so, explain all proposed changes.

RESPONSE: General Objections Nos. 2 (unduly burdensome), 5 (inspection of business records), 6 (calls for narrative answer), 7 (not in DP&L's possession or available on PUCO website), 11 (calls for a legal conclusion), 13 (mischaracterization). Subject to all general objections, DP&L states that no changes to Tariff Sheet D34 were proposed in this proceeding.

Witness Responsible: Sharon R. Schroder

INT-9-10. Identify whether DP&L currently imposes a switching fee on a customer if they switch from a CRES provider to the standard service offer. To support your answer, identify all tariff language, the case the tariff was authorized, and the date the tariff was authorized.

RESPONSE: General Objections Nos. 2 (unduly burdensome), 3 (privileged and work product), 5 (inspection of business records), 6 (calls for narrative answer), 7 (available on PUCO website), 9 (vague or undefined), 11 (calls for a legal conclusion). Subject to all general objections, DP&L states no. Section A.3. of Tariff Sheet G8, effective November 1, 2017, under the heading "Schedule of Fees and Charges", states that:

> The Company will be entitled to impose a Switching Fee on the End-Use Customer in accordance with Tariff Sheet No. D34 for any changes made by either a Customer or an authorized agent to a different AGS. The AGS will be required to pay the Switching Fees on behalf of the Customer.

DP&L is not an alternate generation supplier, or AGS, and therefore is not required to pay the Switching Fees on behalf of the customer. Additionally, the Commission Ordered in its Second Entry on Rehearing in Case No. 12-0426-EL-SSO (1st paragraph of page 23), dated March 19, 2014: "Furthermore, the Commission finds that DP&L should permit the CRES providers to pay the switching fee consistent with the practice in the FirstEnergy, AEP-Ohio, and Duke Energy Ohio service territories." DP&L complied by ensuring its processes were in line with the other Ohio utilities, which consisted of requiring the CRES providers to pay the switching fee on behalf of their customers and no longer charging for a return to standard offer service.

Witness Responsible: Sharon R. Schroder

INT-9-11. Identify all costs, if any, DP&L incurs to facilitate the switch of a customer from the SSO to a CRES and vice versa. Identify all documents and internal analysis to support your answer.

RESPONSE: General Objections Nos. 1 (relevance), 2 (unduly burdensome), 4 (proprietary), 5 (inspection of business records), 6 (calls for narrative answer), 9 (vague or undefined), 12 (seeks information that DP&L does not know at this time). DP&L further objects that this request would be unduly burdensome to provide. Subject to all general objections, DP&L states that it does not track such costs in the ordinary course of business.

Witness Responsible: Sharon R. Schroder

9-12. Identify whether the costs, if any, DP&L incurs to switch a customer from the SSO to a CRES provider are different than the costs incurred by DP&L to switch a customer from a CRES provider to the SSO. Identify all documents and/or analysis to support your answer.

RESPONSE: General Objections Nos. 1 (relevance), 2 (unduly burdensome), 4 (proprietary), 5 (inspection of business records), 6 (calls for narrative answer), 9 (vague or undefined), 12 (seeks information that DP&L does not know at this time). DP&L further objects that this request would be unduly burdensome to provide. Subject to all general objections, DP&L states that it does not track such costs in the ordinary course of business.

Witness Responsible: Sharon R. Schroder

OBJECTIONS AND RESPONSES TO INTERROGATORIES

INT-4-2. DP&L's Alternate Generation Supplier Coordination Tariff's Schedule of Fees and Charges, page 30 identifies a charge of $150 for 12 months of interval hourly load data, per account. Regarding the charge identified above:

a. Describe and provide calculations demonstrating how the cost of $150 was derived.
b. Identify all costs being recovered through the $150 charge. Including but not limited to labor, software expenses, IT equipment, etc.
c. Identify the origin or basis of this $150 charge.
d. Describe the entire process used to deliver the applicable data to parties who pay the $150 under the current structure by which the data is delivered
e. Is the data provided to suppliers through an EDI transaction?
f. How much labor is required to provide each data request on a monthly basis?
g. How often and with what delay is interval data delivered to suppliers who pay the $150 charge under the current system?
h. Identify the amount fees collected by DP&L in each year for 2012-2017.
i. Identify the amounts of fees collected during the test year.

RESPONSE: General Objections Nos. 1 (relevance), 2 (unduly burdensome), 3 (privileged and work product), 4 (proprietary), 5 (inspection of business records), 6 (calls for narrative answer), 7 (publicly available), 9 (vague or undefined), 11 (calls for a legal conclusion), 12 (seeks information that DP&L does not know at this time), 13 (mischaracterization). Subject to all general objections, DP&L states:

h. 2012: $346,200

   2013: $479,400

2014: $477,300

2015: $381,150

2016: $518,250

2017: $501,000

i. $339,300

Witness Responsible: Nathan C. Parke

INT-8-6. To the extent that DPL enters bankruptcy, does DP&L agree that it may result in the following potential outcomes:

A. A restructuring of debt obligations whereby Bondholders accept a reduction in total outstanding payment obligations from DPL, ie pennies on the dollar.
B. Bondholders exchanging debt obligations for an equity interest in DPL assets, such as DP&L.

RESPONSE: General Objections Nos. 1 (relevance), 2 (unduly burdensome), 3 (privileged and work product), 9 (vague or undefined), 10 (possession of DP&L's unregulated affiliate), 11 (calls for a legal conclusion), 12 (seeks information that DP&L does not know at this time), 13 (mischaracterization). DP&L further objects because the request asks about a hypothetical future event. Subject to all general objections, DP&L states that it does not know what will happen in the future, and the listed outcomes are among the many possible outcomes.

Witness Responsible: R. Jeffrey Malinak