BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Commission's Review of the Minimum Gas Service Standards in Chapter 4901:1-13 of the Ohio Adm. Code	)))	Case No. 19-1429-GA-ORD

JOINT COMMENTS OF
THE EAST OHIO GAS COMPANY D/B/A DOMINION ENERGY OHIO AND
VECTREN ENERGY DELIVERY OF OHIO, INC.

I. INTRODUCTION

In accordance with the Commission's December 18, 2019 Entry in this case, The East Ohio Gas Company d/b/a Dominion Energy Ohio (DEO) and Vectren Energy Delivery of Ohio, Inc. (VEDO), a CenterPoint Energy Company (collectively, the Companies) files these initial joint comments to the proposed revisions of Ohio Adm. Code Chapter 4901:1-13.

II. COMMENTS

A. Rule 4901:1-13-04, Metering

1. Section (C) – Inspections

The proposed revision adds "inspecting" to the list of activities for which a company shall have the right of access to metering equipment. (Entry, Att. A at 7.) The Companies support this revision. As pipeline safety codes continue to evolve, it has only become more critical that utilities have access to inspect the meter and related facilities. The ability to access meters is important for ensuring safe and reliable service, and this proposed revision should be adopted.

B. Rule 4901:1-13-06, Provision of customer rights and obligations

1. Section (C) – Contract portability, block of competitive switch

The proposed revision would add the following topics to the summary information natural gas companies provide to customers: "contract portability, and the ability to block a competitive switch." (*Id*. at 17.)

The Companies do not oppose the inclusion of "contract portability" as a required topic to address. DEO would note that on its system, whether a contract is portable varies by supplier. Thus, any summary of this issue would necessarily require additional verification by the customer. In addition, for VEDO's billing system, the contract cannot be automatically ported to the new customer account, and the cost of reconfiguring the system to require this would be burdensome to VEDO. The supplier contract for a VEDO Choice customer is tied to the customer's premises, meaning when the premises changes, the customer must reenroll in order to maintain the same supplier. VEDO communicates to the customer at the time of establishing the new service that reenrollment would be required, which allows the customer the option to choose whether to maintain its existing supplier, choose a new supplier, or choose to participate in the default Standard Choice Offer (SCO) service.

The other part of the proposed revision—"the ability to block a competitive switch"—does not currently exist but reflects a new revision later in the rules. As explained later in these comments, the Companies have concerns with the creation of an "ability to block a competitive switch" and do not support the adoption of this rule at this time. The Companies expect other parties may also raise concerns. But if despite such concerns the Commission adopts those requirements, the Companies do not object to describing those rights in the summary information (subject to any necessary waivers to permit implementation).

C. Rule 4901:1-13-10, Complaints and complaint-handling procedures

1. Section (G) – Dedicated telephone number

In this new section, Staff proposes that natural gas companies should "provide a dedicated telephone number to commission staff to use and provide to consumers when escalating consumer complaints" and that this "dedicated line will be staffed from eight a.m. to five p.m." (*Id*. at 28.)

The Companies do not object to this rule, and they believe each company is already providing the dedicated support required by the rule. The Companies do recommend clarifying that the dedicated line is to be staffed during regular business days, as currently observed by the Companies. As drafted, there is no limitation on which days the line should be staffed. A "business day" limitation would be consistent with the other provisions of the complaint-handling rule, which generally require actions to take place on a business-day basis. In addition, the Companies believe it is important to clarify the appropriate time zone within the requirements, understanding that some utilities will staff this dedicated line in offices outside of their service territory and potentially outside of the relevant time zone of both the Commission and its customers. Specifically, the Companies would recommend the requirement be adjusted to add this clarifying language: "…from eight a.m. *eastern standard or daylight time* to five p.m. *eastern standard or daylight time*."

D. Rule 4901:1-13-11, Gas or natural gas company customer billing and payments

1. Section (B)(13) – Price to compare

This new rule would require natural gas bills to include a specified "price to compare" statement. (*Id*. at 31.) The Companies do not support this proposed revision, for several reasons. First, the Companies do not believe the statement as proposed is accurate; second, the Companies do not believe the proposal is consistent with state energy policy and company specific code-of-conduct requirements; and finally, adopting the rule would require significant programming and bill changes, which are not justified given other concerns.

The statement is not necessarily true. Regarding the accuracy of the statement, it is not necessarily true that a customer *will* save money based on a comparison with the SCO.

- The SCO is a variable rate and changes every month, depending on the prevailing market price of natural gas. Since the SCO is a variable rate, a fixed-rate offer may

exceed the SCO at the time of initial rate comparison, but save money over time depending on the market price of gas.

- There is a lag between the printing of bills and when a customer is actually enrolled in a given offer. What the SCO is at the time a bill prints will almost certainly *not* be the same as it is at the time a customer makes a rate comparison or actually enrolls in a given service.
- If a customer is under contract and subject to early termination fees, that would also affect whether they would "save money" by enrolling in the SCO.
- A pure comparison to the SCO may not reflect benefits a competitive supplier may be offering via a bundled service.
- Not all customers are eligible for the SCO, so the statement could create confusion.

In short, there are many reasons to take issue with the proposed statement. Even if some of these issues could be resolved, companies should not be required to make subjective, predictive statements on bills that they have no reasonable way of verifying, and that could result in detrimental reliance by customers.

The statement raises concerns regarding state energy policy and company-specific codes of conduct. The Companies are also concerned that the proposed statement is contrary to the state energy policy encouraging competitive markets. Under R.C. 4929.02(A)(7), Ohio's policy is to "[p]romote an expeditious transition to the provision of natural gas services and goods in a manner that achieves effective competition and transactions between willing buyers and willing sellers to reduce or eliminate the need for regulation of natural gas services and goods under Chapters 4905. and 4909. of the Revised Code." Contrary to this policy, the proposed statement implies that the rate "approved by the public utilities commission" is the most favorable.

The Companies are also concerned that including this statement on the bill would create code-of-conduct concerns. The Companies are required to (and do) take a position of neutrality with respect to a customer's choice for commodity service. If customers call the Companies and appear to be seeking advice regarding commodity service, the Companies refer them to generally

available resources, such as the PUCO Apples to Apples webpage, and do not provide customer-specific advice. Contrary to these efforts, the proposed statement would effectively position the utility as an energy advisor and could be read to encourage customers at a minimum to call the Companies for advice and even to select the SCO rather than a supplier offer. The Companies do not believe they should be placed in that position, but that is the effect this statement would likely have.

The Commission previously considered and rejected similar proposals to include a "price to compare" on customer bills when reviewing these rules in the last two rulemakings. In an Order in 2014, the Commission found that "the apples-to-apples chart provides sufficient information regarding the comparison of rates, such that customers are able to make informed decisions about their choice of supplier[.]" *In the Matter of the Commission's Review of Chapter 4901:1-13 of the Ohio Administrative Code,* Case No. 13-2225-GA-ORD, Finding and Order (July 30, 2014) at 23. The proposal was "therefore, unnecessary and would require unwarranted changes to the bill format, which already includes information regarding the Commission's apples-to-apples chart." *Id.* Similarly, in an Order in 2010, the Commission found that "there are options already available for customers to refer to in order to detect that there are competitive choice opportunities[,]" and therefore "it would not be appropriate to require the companies to provide this information on the bill, especially in light of the costs that they would potentially incur and that would potentially be passed on to their customers." *In the Matter of the Commission's Review of Chapter 4901:1-13 of the Ohio Administrative Code,* Case No. 09-0326-GA-ORD, Finding and Order (July 29, 2010) at 48-49. The same reasoning should hold here. Circumstances have not materially changed to justify a different conclusion.

Inclusion of the statement would impose significant programming costs. Given the issues identified above, the Companies would not recommend this change even if it could be made without cost. Including the proposed statement, however, would impose significant incremental costs. The lengthy statement would also consume a large amount of space on the bill. For DEO specifically, the space on its bill is already effectively maxed out. Unless existing information is removed from the bill, including this statement would require either wholesale reformatting of DEO's bill presentation or adding a second page to DEO's bill. Additionally, many of DEO's customers are not currently eligible to shop or to select SCO service (e.g., PIPP customers, customers with arrearages who have broken more than one payment plan in the last 12 months, nonresidential customers). Including the message on ineligible-customer bills would create confusion, yet programming the bill message to vary based on eligibility factors would be a major undertaking for DEO.

Sometimes such costs are justified and necessary. Here, where the substance of the change is already problematic, the implementation costs and programming challenges are simply another reason not to adopt the change.

2. Section (B)(28) – Apples to apples notice

This proposed revision appears merely to change the description of a particular notice that a bill must display – instead of the "apples to apples" notice, the bill now must contain "notice of the commission's energy choice website to view the gas or natural gas company's standard choice offer (SCO) rate or gas cost recovery (GCR) rate and other CRNGS rate offers." (*Id*. at 32.)

The Companies do not object to this revision, but do want to confirm that the revision is merely intended to make the rules more descriptive, and not substantively change what is required in the bill notice. The Companies believe their current "apples to apples" notice, which

directs customers to the appropriate Commission website, would comply with the new rules. If Staff or the Commission intend a substantive change in the rule, however, the Companies would request clarification.

3. Section (K) – Additional charges

The proposed revision in this section would prohibit "natural gas residential bills" from containing any charge other than "a natural gas or competitive retail natural gas commodity charge or an approved tariffed distribution charge or service." (*Id*. at 37.)

The Companies do not support the recommended prohibition on utility bills containing non-service-related charges. If customers find it convenient to reduce the number of checks they must write to pay for desired services, the Companies do not understand why this billing option should be eliminated. The inclusion of such charges should be subject to the utility's reasonable discretion, as well as technical limits like bill spacing and programming requirements, and some utilities may decide not to permit such charges. But the Companies do not perceive any basis for an outright prohibition. If there have been any abuses (which the Companies are not aware of), those issues should be dealt with directly—addressing either the actor or the practice—not by universally removing an option that customers may find beneficial.

E. Rule 4901:1-13-12, Consumer safeguards and information

1. Section (G) – Supplier block

This revision would require companies to "allow any customer to request a retail natural gas supplier block be placed on the customer's account." (*Id*. at 39.)

This revision would impose significant programming and business-process costs on the Companies. For customers who elect to place a block, it raises obstacles to shopping, as tracking yet another passcode and making an additional phone call will be necessary to change suppliers. These costs and inefficiencies would not appear warranted unless "slamming" issues were or

were becoming widespread. The Companies are not aware that this is the case, and without such evidence the Companies are concerned that such changes are out of step with state energy policy. Absent a compelling showing that the new functionality is clearly needed, the Companies do not support this revision. As previously stated, if there have been any abuses, those issues should be dealt with directly—addressing either the actor or the practice—not by universally imposing a requirement[1].

2. Section (H) – Contract portability

This new section creates requirements for companies "that provide[] for competitive retail natural gas service contract portability between premises" to provide certain notices and take certain actions. (*Id*.)

The substance of the first notice requirement is of concern in the implication that, in all instances, the supplier will transfer — to "advise a customer at the time of a move request that . . . the current supplier ***will*** transfer to the customer's new premise[2] under the same terms and conditions." (emphasis added). The Companies are concerned that this will impose programming and process costs on companies to require contract portability in all instances. Even where contracts are portable, contract portability varies by supplier; it can also vary depending on where the customer is moving; and some customers who wish to move may have made arrangements to change suppliers. Absent significant programming and verification on the Companies' part, a canned message that the existing contract will port could well be inaccurate and lead to customer confusion and frustration. A customer can always call a supplier to gain this

[1] The Companies would note that OAC 4901:1-29-03 does define the Minimum Standards for Competitive Retail Natural Gas Service, and that is the appropriate place to address the threat of this activity occurring.

[2] The Companies would note that both the singular and plural of this sense of the word is "premises."

information, if it is desired, and that is where the Companies would generally direct them with such questions. If some notice is required, it should advise the customer to confirm portability questions with their supplier, and if portability is not an option, to explore supply options at the new premises.

The Companies have substantive concerns with the second notice requirement: "The . . . natural gas company will also advise the customer [making the move request] of its choice program and the commission's energy choice website." (*Id*.) To begin with, the Companies suspect that these kinds of scripted messages, required whether or not the information is being requested, are annoying to customers. More concerning, a customer who receives such an unsought message from their utility may infer that they *should* consider a change in their supplier. And as explained before, the Companies are concerned this message in this context could invite customers to view the utility as an energy advisor, which is not the role of the utilities.

Finally, the last part of the new section states, "Account numbers will be transferred to competitive retail natural gas suppliers as part of operational need once notification is provided to customers." (*Id*.) Since VEDO's contracts do not port, this provision would not presently apply, but VEDO supports DEO's concerns that follow. DEO is not certain whether it understands this provision. To the extent this section conditions DEO's transfer of a supplier contract on *prior* satisfaction of the foregoing notice requirements, DEO does not support this revision. Whether or not a contract is portable depends on the contract between the customer and the supplier, as well as on elections made by the supplier with DEO. These legal obligations exist independently of any customer notice. Forbidding DEO to transfer a contract until it has completed an ancillary phone call with the customer puts DEO, the supplier, and the orderly

transfer of the customer's gas supply at risk. DEO is not aware of any basis for imposing such a limit. As each utility can approach contract portability differently, this administrative issue should remain entrusted to the utility's reasonable discretion.

If the Commission chooses to adopt these provisions, notwithstanding the concerns identified above, the Companies will need time, first to clarify the intended operation of the requirements, then to make necessary programming and business-process adjustments. But again, the Companies do not believe there is a strong basis for adopting the revisions in Section (H). Existing resources already exist to answer these questions if and when they are asked; imposing default requirements to address questions that are *not* being asked is not sound policy.

F. Rule 4901:1-13-14, Coordination between gas or natural gas companies and retail natural gas suppliers or governmental aggregators

1. Section (B) and Section (C)

The proposed revisions would require a current copy of the supplier agreement be filed with the tariff. The Companies suggest one minor edit to reflect "to be filed with the gas or natural gas company's tariff *or tariff docket*".

III. CONCLUSION

The Companies appreciate the opportunity to comment on the proposed rules. For the foregoing reasons, the Companies respectfully request that the Commission act in accordance with its comments.

Dated: January 17, 2020

Respectfully submitted,

/s/ Christopher T. Kennedy

Christopher T. Kennedy (0075228)
Lucas A. Fykes (0098471)
WHITT STURTEVANT LLP
The KeyBank Building, Suite 1590
88 East Broad Street
Columbus, Ohio 43215
Telephone: (614) 224-3912
Facsimile: (614) 675-9448
kennedy@whitt-sturtevant.com
fykes@whitt-sturtevant.com

Andrew J. Campbell (0081485)
DOMINION ENERGY, INC.
The KeyBank Building
88 E. Broad Street, Suite 1303
Columbus, Ohio 43215
Telephone: 614.601.1777
andrew.j.campbell@dominionenergy.com

(All counsel willing to accept service by e-mail)

ATTORNEYS FOR THE EAST OHIO GAS COMPANY D/B/A DOMINION ENERGY OHIO AND VECTREN ENERGY DELIVERY OF OHIO, INC.

Summary: Comments Joint Comments of The East Ohio Gas Company d/b/a Dominion Energy Ohio and Vectren Energy Delivery of Ohio, Inc. electronically filed by Mr. Christopher T Kennedy on behalf of The East Ohio Gas Company d/b/a Dominion Energy Ohio and Vectren Energy Delivery of Ohio, Inc.