

In the Matter of the Application of The )  
Dayton Power and Light Company for ) Case No. 19-2144-EL-UNC  
Approval of a Future Seamless Move )  
Operational Plan )

In accordance with the March 31, 2020, Entry in this case, The Dayton Power and Light Company (“DP&L” or “Company”) submits the following Reply Comments to respond to certain Initial Comments filed by other participants in this proceeding.

**I. DP&L's Plan to Limit Seamless Move to Certain Situations is a Practical Necessity.**

As part of its Operational Plan, DP&L indicated that in order to be eligible for seamless move, among other things, the “[c]ustomer must have compatible metering capabilities to enable billing.”<sup>1</sup> IGS, Direct Energy, and RESA<sup>2</sup> argue that requiring “compatible metering capabilities” will unreasonably and unnecessarily limit the eligibility of customers for a seamless move. IGS bases this argument on the flawed assumption that a “customer with an AMI will only be able to take advantage of the seamless move if they are moving to a location that has an AMI meter regardless of whether the customer is on a fixed rate or time varying rate.”<sup>3</sup> This is simply not true. Contrary to IGS’ assertions, fixed rates that can be metered by a traditional

<sup>1</sup> Application of the Dayton Power and Light Company for a Future Seamless Move Operational Plan at Exhibit 1 (Dec. 13, 2019)

<sup>2</sup> Direct Energy” refers to Direct Energy Business LLC and Direct Energy Services, LLC, collectively.

<sup>3</sup> Initial Comments of Interstate Gas Supply, Inc. (“IGS Comments”) at p. 3 (May 4, 2020); *See also*, Initial Joint Comments of Direct Energy Business, LLC, Direct Energy Services, LLC, and Retail Energy Supply Association (“Direct Energy/RESA Comments”) at pp. 4 (May 4, 2020).

meter can and will be part of the seamless move process and therefore are “compatible.” As a practical matter, however, DP&L cannot process seamless moves from an AMI to a traditional meter if the customer is on a supplier time-of-use (“TOU”) rate or any other type of rate that cannot be metered by a traditional meter. Compatible metering capabilities must exist at that new premise to accurately calculate a bill for customer on a CRES supplier TOU rate. However, this limitation will become less of a concern after DP&L rolls out smartgrid and associated AMI meters. The various CRES supplier Comments, however, demonstrate and verify DP&L’s statements that timely implementation of smartgrid is important for customers and CRES suppliers alike.

Direct Energy/RESA<sup>4</sup> claims that DP&L’s requirement that relocation and account close orders occur in the same day is unnecessary.<sup>5</sup> Direct Energy/RESA also appear to put even further onus on the utility to process a seamless move such that a customer should not be required to provide seamless move consent “if the CRES contract is on-point and allows seamless moves.”<sup>6</sup> DP&L cannot be placed in the untenable position of interpreting and/or policing all CRES contracts. Therefore, DP&L’s Operational Plan assumes that no CRES contracts prevent seamless move. Moreover, DP&L’s Operational Plan is compliant with the Commission’s Finding and Order in Case No. 12-3151-EL-COI by allowing for a seamless move mechanism that “unlike contract portability...requires that the customer affirmatively choose that opportunity when calling the EDU to transfer service.”<sup>7</sup> Accordingly, to be eligible for seamless move when relocating, the customer must request account open and account close orders on the

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<sup>4</sup> Direct Energy” refers to Direct Energy Business LLC and Direct Energy Services, LLC, collectively.

<sup>5</sup> Direct Energy/RESA Comments at p. 4.

<sup>6</sup> Direct Energy/RESA Comments at pp. 5-7.

<sup>7</sup> *In the Matter of the Commission's Investigation of Ohio's Retail Electric Service Market*, Case Nos. 12-3151-EL-COI, et al., Finding and Order at ¶ 37 (Feb. 7, 2018).

same instance of contacting DP&L and must affirmatively consent to continuing service with the CRES during that contact.

**II. Clarification to Staff's Comments Regarding Gaps or Overlaps of Service and Allowing CRES to Drop Seamless Move Customers.**

Staff recommends that DP&L clarify the number of business days it will allow a customer's service to gap or overlap between premises. Staff also recommends that CRES be permitted to drop seamless move customers.<sup>8</sup> Consistent with DP&L's current processes and capabilities, DP&L recommended in its Operational Plan that relocation of service must be requested for a date within 30 days, meaning that any gap or overlap between premises could not be greater than 30 calendar days. To the extent it was unclear, DP&L intends to include the ability for CRES to drop seamless move customers as part of its Operational Plan. DP&L will allow the CRES to drop the customer back to DP&L's Standard Offer Rate according to the Company's tariffs.

**III. Conclusion**

For the foregoing reasons, DP&L urges the Commission to adopt the Company's Application and Operational Plan filed on December 13, 2019.

Respectfully submitted,

/s/ Michael J. Schuler

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<sup>8</sup> Comments of the Staff of The Public Utilities Commission of Ohio ("Staff Comments") at p. 3 (May 4, 2020).

## **CERTIFICATE OF SERVICE**

It is hereby certified that a true copy of the foregoing was served upon the persons listed below via electronic transmission this 20<sup>th</sup> day of May 2020:

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Summary: Reply Comments of The Dayton Power and Light Company electronically filed by Mr. Hani S Jaber on behalf of The Dayton Power and Light Company