BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Commission's	)	
Review of Ohio Adm. Code Chapters	)	Case No. 19-52-AU-ORD
4901:1-17 and 4901:1:18.	)	

COMMENTS OF
THE DAYTON POWER AND LIGHT COMPANY

The Dayton Power and Light Company ("DP&L" or the "Company") hereby submits the following Comments pursuant to the Commission's June 19, 2019 Entry and the Ohio Development Services Agency ("ODSA")'s November 25, 2020 Business Impact Analysis, and the ODSA's proposed revisions to the Rules contained in Chapter 122:5-3 of the Ohio Administrative Code.

I. O.A.C. 122:5-03 – ODSA RULES RELATED TO THE PIPP PLUS PROGRAM

A. __The Commission Should Clarify the Criteria for Customer Eligibility__

DP&L would like to confirm its understanding of the rule change in 122:5:3-02(H)(1)(c)(i) is correct. If a customer has missed paying their PIPP installment for 3 or more consecutive bills, DP&L plans to issue a notice on the customer's bill, giving them one billing cycle to pay the past due installment amounts. If those amounts aren't paid by the due date of that billing cycle, DP&L will drop the customer from the PIPP plus program.

B. The Commission Should Clarify the Procedures for Verifying Customer Eligibility

Currently, Dayton Power and Light's Customer system tracks the amount a customer owes on a monthly basis. For example: under the current rules, once a customer is dropped from PIPP because they do not meet the terms of the program, the customer must pay the amount they owed while on PIPP and their billed amount (usage) for the months they have service, but are not active PIPP. DP&L's systems create a pseudo coupon for the billed amount each month.

The new rules in 122:5-3-02(H)(1(a) and 122:5-3-03(C)(1) state that once the customer is not active on PIPP, they would owe a PIPP installment for the months they were not active on PIPP. DP&L would like to confirm that its interpretation and approach are correct: DP&L does not plan to do a conversion of these existing pseudo coupons for the billed amounts prior to the new rules. Once the new rules go into effect, DP&L will start tracking the PIPP installment instead of the billed amount going forward.

For example: once a customer is dropped from PIPP plus for not meeting terms of the program, in order to re-enroll in PIPP plus, they must pay any past due Active PIPP installments and must also pay their PIPP installment amount for any months where they were not active on PIPP but had active service, up to the customer's arrearage and less any payments made by the customer.

For any months prior to the rule change effective date, where the customer had active service but was not active on PIPP, they must pay the (billed usage amount) pseudo coupons for those.

<u>C.</u> ***<u>The Commission Should Clarify the Payment and Crediting Arrangements and Responsibilities</u>***

<u>i. 122:5:3-04(A)(1):</u>

DP&L would like to confirm that our understanding of this rule change and our proposed approach are correct. As of the new rules' effective date, customers whose PIPP installment is 6% of their monthly income will have their future PIPP installments reduced to 5% of their monthly income. However, DP&L does not plan a conversion of monthly installments from 6% to 5% for any PIPP installments billed prior to the effective date.

<u>ii. 122:5:3-04(A)(5)(a):</u>

After confirmation from ODSA staff that the Graduate PIPP arrears will be divided by 12, but the customer would have 14 months to pay, we would like to confirm that our understanding of this rule change and our approach are correct. Once the new rules go into effect, new Graduate PIPP customers will be enrolled on the new 14-Month Graduate PIPP Program and will be eligible for up to 14 months to earn a Graduate PIPP arrearage credit, equal to 1/12th their PIPP arrears, for each Graduate PIPP installment paid on time. As of the new rules effective date, existing Graduate PIPP customers, currently enrolled on the 12-month Graduate PIPP Program will remain on their existing 12-month program and will not be converted to the new 14-month Graduate PIPP program.

However, we find the wording for this rule to be inconsistent with this interpretation. We believe the highlighted section below '…make <u>fourteen</u> on-time payments…' should be '…make <u>twelve</u> on-time payments…'.

Additionally, we would like to understand the appropriate billing in months 13 and 14 if the customer makes the first 12 payments on-time.

- Would the expectation be to expire them prior to month 13?
- Or would we continue to bill them a Graduate PIPP installment in months 13 and 14?
    - If paid, they would receive a current bill credit for their bill amount minus the Graduate PIPP installment.
    - If not paid, they would not receive the current bill credit for that month and those dollars aren't 'forgiven'

(a) Graduate PIPP plus - customer continues electric service. A graduate PIPP plus customer continues to receive electric service from the same electric distribution utility after ceasing to be enrolled in the PIPP plus program. A graduate PIPP plus customer will be eligible to receive arrearage credits under this rule if the customer makes regular payments for electric service in an amount that is the average of the customer's most recent monthly PIPP plus installment and the customer's budget bill amount if the customer were placed on a twelve-month budget plan. If such customer's graduate PIPP plus transition installment amount would not reduce each current monthly bill balance to zero, then during the fourteen-month period under this rule, the electric distribution utility shall apply a credit to the graduate PIPP plus customer's account for the difference between the transition installment amount and the actual cost of service and may submit such credit amount to the fund for reimbursement as transition assistance. The graduate PIPP plus arrearage credit will be earned and shall be applied to such customer's account for each month during the fourteen-month period that the customer makes an on-time payment for electric service to the electric distribution utility until the customer arrearage has been fully credited. If the customer fails to make fourteen on-time payments for electric service during the fourteen-month graduate PIPP plus arrearage credit period, the uncredited balance of the customer arrearage shall remain on the customer's account. This remaining arrearage may become due and the customer may be placed on one of the extended payment plans in rule 4901:1-18-05 of the Administrative Code. Upon notice from the office of community assistance to the electric distribution utility that the customer has ceased to participate in PIPP plus, the utility shall determine the customer arrearages as of the effective date of such notice and calculate the monthly arrearage credit as an amount equal to one-twelfth of such customer arrearages, but not including any missed monthly PIPP plus installment amounts. The electric distribution utility shall notify the office of community assistance of the monthly graduate PIPP plus arrearage credit amount, and the utility shall apply the graduate PIPP plus arrearage credit as provided in this paragraph.

II. Conclusion

DP&L appreciates the opportunity to provide comments and urges the Commission to provide the clarifications and adopt the recommendations set forth above.

Respectfully Submitted,

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(willing to accept electronic service)

CERTIFICATE OF SERVICE

I hereby certify that a copy of these Comments was served on the persons stated below via electronic transmission, this 30th day of December 2020.

_/s/ Michael J. Schuler__________

Attorney for The Dayton Power and Light Company

SERVICE LIST