

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Vectren)
Energy Delivery Ohio, Inc. for Approval of) Case No. 18-0049-GA-ALT
an Alternative Rate Plan.)

In the Matter of the Application of Vectren)
Energy Delivery Ohio, Inc. for Approval of) Case No. 18-0298-GA-AIR
an Increase in Gas Rates.)

In the Matter of the Application of Vectren)
Energy Delivery Ohio, Inc. for Approval of) Case No. 18-0299-GA-ALT
an Alternative Rate Plan.)

**JOINT INITIAL BRIEF OF
THE RETAIL ENERGY SUPPLY ASSOCIATION
AND
INTERSTATE GAS SUPPLY, INC.**

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I. INTRODUCTION

The Retail Energy Supply Association (“RESA”)¹ and Interstate Gas Supply, Inc. (“IGS”) are signatory parties to the Joint Stipulation and Recommendation (the “Stipulation”) at issue in this proceeding. RESA and IGS participated in the extensive negotiations regarding Vectren’s application in this proceeding, an application that raised a number of issues affecting the competitive retail natural gas market in Ohio. As a result of those negotiations, RESA and IGS agreed to sign the Stipulation subject to certain tariff revisions and the addition to the Stipulation of Section 15 titled *Marketer and Supplier Provisions*. Although the provisions in Section 15 further the development of the competitive natural gas market in the Vectren service territory, the Ohio Consumer’s Council (“OCC”) will likely attack those provisions out of fear of any expansion of the competitive retail natural gas market. OCC, however, cannot ignore its statutory mandate to follow the policies of Section 4929.02 which support the development of the competitive retail natural gas market in Ohio. OCC also cannot ignore the record in this proceeding, which establishes how Section 15 benefits Vectren, customers (both SCO and Choice) and suppliers. The Commission Staff, which includes the Service Monitoring and Enforcement Division, also signed the Stipulation and that fact should weigh heavily when considering the Stipulation and Section 15. The Stipulation as a package is in the public interest, does not violate any important regulatory principle or policy and was extensively negotiated by the parties. It should be approved.

¹ The comments expressed in this filing represent the position of 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 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.

II. ARGUMENT

A. **Marketer and supplier provisions in the Stipulation will further develop the competitive retail natural gas market in Ohio.**

Section 15 of the Stipulation, titled *Marketer and Supplier Provisions*, represents negotiated provisions by RESA and IGS with the other signatory parties to implement or provide for items that RESA and IGS believe will further the development of the competitive retail natural gas (“CRNG”) market in Ohio. Those provisions include not only tariff redlines, but also provisions that would increase SCO customer contacts with suppliers, provide for interested party discussions on an exit of the merchant function, billing enhancements that could result in new products being offered to Choice Customers, and making available to suppliers the Choice Customers paying the highest twenty-five percent of rates. While some may claim concerns about increased marketing to consumers, it must occur to further educate Ohio natural gas consumers and assist in the transition to a fully competitive retail natural gas market. The provisions in Section 15 of the Stipulation are all intended to further the development of the retail market in Ohio, are in the public interest, do not violate any regulatory principle or policy and as all parties to the proceeding know, were negotiated to the fullest.

1. **The tariff revisions in Joint Exhibit 5 of the Stipulation were not opposed at hearing and should be approved.**

At the hearing in this matter, no party indicated any opposition to the tariff revisions referenced in Section 15(a) of the Stipulation and presented in Joint Exhibit 5. As Section 15(a) states:

a. Tariff Issues. The Signatory Parties recommend that the Commission adopt certain tariff changes reflected in Joint Exhibit 5.0 to this Stipulation. The redline changes in Joint Exhibit 5.0 modify in some instances and are incremental in other instances to the proposed tariff changes reflected in Schedule E-2.1 in the Company’s Application.

The tariff revisions in Joint Exhibit 5 covered various operational issues such as language on operational flow orders, credit worthiness standards, nominations provisions, storage non-compliance charges and imbalance trading. As to imbalance trading, RESA and IGS submitted the testimony of Brian Earhart in which he explained how the revisions to the tariff largely brought the tariff into line with practices that were in effect prior to September 2018.² That testimony was admitted without any cross-examination or opposition, and like the other negotiated tariff revisions in Joint Exhibit 5 support approval of the negotiated Stipulation (which includes all of Section 15).

2. Section 15(b) will enhance SCO customer contacts with their CRNG supplier.

Section 15(b) of the Stipulation, titled SCO Supplier Coordination Issues, provides for continued coordination by Vectren with SCO Suppliers and SCO Customers by providing for Vectren to use its discretion to transfer SCO customer calls to their SCO supplier. It also provides for additional checks by the Commission's staff and a benefit to customers by ensuring SCO Supplier welcome letters are being issued to SCO customers.³

Section 15(b) in its entirety states as follows:

b. SCO Supplier Coordination Issues. The Company agrees to continue its coordination with Standard Choice Offer (SCO) Suppliers and customers served under the SCO. To this end, the Company agrees that its call center will transfer a call from an SCO customer to its SCO Supplier, or identify the relevant SCO Supplier contact information for the SCO customer, when in the Company's reasonable discretion the Company determines that the SCO customer has specific questions with respect to or in relation to the SCO and that it is reasonable under the circumstances of the call to either transfer the call or direct the SCO customer to the applicable SCO Supplier. Staff shall inquire whether SCO suppliers are currently sending welcome letters to customers as required. Staff shall provide the results of its inquiry to signatory parties.

² RESA Ex. 1, Testimony of Brian Earhart at 3-4.

³ See RESA Ex. 2, Testimony of James L. Crist, at 5 (noting benefit to SCO customers).

Section 15(b), as written, continues the interactions with the SCO customer and their SCO Supplier occurring today.⁴ For example, Vectren currently transfers SCO customer calls to the SCO Supplier.⁵ In addition, SCO customers are directed to contact their SCO supplier through the inclusion of the SCO Supplier's contact information on the customer's bill. SCO Suppliers are also required to send new SCO customers a welcome letter.⁶ Section 15(b) furthers these interactions in two ways.

First, to ensure SCO Suppliers are sending welcome letters which further increases customer contact with their supplier, the signatory parties have agreed that the Commission's staff will inquire whether SCO suppliers are currently sending welcome letters to customers as required, and will provide the results of this inquiry to the signatory parties. Second, Vectren will transfer a call from an SCO customer to its SCO supplier when in Vectren's reasonable discretion it determines that the SCO customer has specific questions with respect to or in relation the SCO.

RESA witness Crist noted the benefit to customers of Section 15(b). He testified that the welcome letter check by the Commission's Staff benefits Vectren and SCO customers by serving as a check that SCO customers are being provided with information that is beneficial to the SCO customers.⁷ He also testified that the transfer of calls (which is occurring today) provides a seamless service to SCO customers, benefits the SCO supplier by increasing their interaction with the SCO customers, and benefits the customer by promptly connecting them to their SCO supplier to address their question (rather than having to hang up and call the SCO supplier).⁸

⁴Tr. Vol. I at 29 (noting calls transferred today).

⁵ Tr. Vol. I at 29.

⁶ RESA Exhibit 2 at 5.

⁷ RESA Ex. 2 at 5.

⁸ RESA Ex. 2 at 5.

Most importantly, he noted how the transfer of calls furthers the development of the competitive market:

Q. All right. Generally, what are the benefits to the SCO customers when a call is being transferred to the SCO supplier?

A. It reminds them of the relationship that they have with the supplier, reminds them who their supplier is, makes them more aware of competition, makes them more aware that there's a competitive market.

Q. Okay. And do you see that as being a positive step forward to developing the competitive markets?

A. Absolutely. Customer engagement, customer awareness, clearly benefits the development of the competitive market, and benefits the customers.⁹

Mr. Crist's testimony shows that Section 15(b) will not only help further the competitive natural gas market in Ohio (which is in the public interest), but also links that provision to Ohio's policy in support of developing the competitive market. *See*, R.C. §4929.02(A)(6). It also reflects what is happening today at the Vectren call center. Section 15(b) supports approval of the Stipulation.

3. Section 15(c) provides for discussions on an exit of the merchant function.

Section 15(c) of the Stipulation, titled Exit of the Merchant Function, provides for commitments by Vectren to meet periodically with interested parties to discuss in good faith an exit of the merchant function. Specifically, 15(c) states:

c. Exit the Merchant Function. The Company agrees to meet periodically with interested parties to discuss in good faith an exit of the merchant function. The Company agrees to participate in the first of these interested party meetings within 120 days of the approval of the Stipulation and at least three times annually thereafter until the earlier of the filing of an application to exit the merchant function or the filing of the Company's next rate case. Notwithstanding any provision of the Stipulation to the contrary, the Company agrees to participate in these meetings with interested parties regardless of the outcome of the Commission's review of this Stipulation.

⁹ Tr. Vol. II at 124.

Notably, there is no requirement in Section 15(c) that an exit of the merchant function must occur or that the Company must file an application to exit the merchant function.¹⁰ Section 15(c) provides for discussions only. As Mr. Crist testified:

While I preferred that the Company proceed with its exit as an outcome of this rate case, I expect the meetings will allow participants to work through any concerns and develop a sound plan for the exit that will benefit consumers by its thoroughness. The meetings are a good first step to address exiting the merchant function.¹¹

Mr. Crist also explained why an exit of the merchant can further the competitive natural gas. He noted that “[o]nce you take the Standard Choice option out, now the entire market is subject to competitive retail competitive choice. So the suppliers are now competing for a larger number of customers, so that’s a benefit in the sense that now we have more competition.”¹² He also noted that the SCO is not the same “level playing field that the marketers are doing to compete for other customers’ patronage....”¹³

Section 15(c) is a provision in the Stipulation that will further the competitive market, especially as “[i]t is important that the Company make progress toward the complete exit of the merchant function and focus solely on its role as the exclusive distribution utility of natural gas to customers.”¹⁴ Section 15(c), with no requirement other than to hold discussions, supports approval of the Stipulation.

4. Section 15(d) of the Stipulation will allow for billing enhancements that can lead to additional new products for customers.

Section 15(d) of the Stipulation provides for discussions with Vectren and interested parties on a regular basis as well as a feasibility review by Vectren of the cost and prudence of

¹⁰ See e.g. Tr. Vol. II at 100-101.

¹¹ RESA Ex. 2 at 6.

¹² Tr. Vol. II at 98.

¹³ Tr. Vol. II at 98.

¹⁴ RESA Ex. 2 at 6.

upgrading its billing system to allow for, among other things, a rate code with a zero charge. Notably, there is no requirement on Vectren to implement any of the identified billing enhancements in Section 15(d) which states in its entirety:

d. Billing Enhancements. The company agrees to meet periodically with interested parties and to discuss in good faith billing enhancements for which implementation and/or resolution will support the policies enumerated in R.C. 4929.02. The Company agrees to participate in the first of these interested party meetings within 120 days of the approval of the Stipulation and at least three times annually thereafter until the filing of the Company's next rate case. Discussions will include, but are not limited to: billing system upgrades (*e.g.*, fixed bill through a rate-ready code, additional rate-ready billing codes, bill-ready billing, billing a rate based on NYMEX prices, plus or minus a value, permitting pre-payment of the commodity portion of the bill, and allowing a "zero price" rate-ready code), and access to more granular individual customer information (*e.g.*, peak day information, customers' with highest rates, plant protection level, Maximum Daily Requirement, *etc.*). Notwithstanding any provision of the Stipulation to the contrary, the Company agrees to participate in these interested party meetings regardless of the outcome of the Commission's review of this Stipulation.

The Company also agrees to review the feasibility (including availability of Company IT resources), cost, including cost-effectiveness, and prudence of upgrading its current billing system to allow the submission by Choice Suppliers of a rate code with a zero charge for the commodity of natural gas to enable each Choice Supplier to submit a dual bill for a portion of the customers in its pool, while utilizing rate-ready billing for the remainder of the customers in its pool. The Company agrees to share and discuss this review at the first customer choice and billing improvements issues interested party meeting. The Company also agrees to review and share the feasibility, cost, and prudence of including this functionality in a successor billing system once such successor system is known or being developed.

RESA witness Jim Crist discussed and addressed the benefits of the various billing enhancements that could be developed in the related products. He testified:

The enhancements should benefit consumers by ensuring that the Vectren billing system will be capable of billing for many consumer-oriented product offerings. Those listed in the Stipulation are fixed bill through rate-ready code, additional rate-ready billing codes, bill-ready billing, billing a rate based on NYMEX prices, plus or minus a value, permitting pre-payment of the commodity portion of the bill, and allowing a “zero price” rate-ready code. All of those capabilities will create more choices for consumers and continue the move from today’s limited product offerings.¹⁵

He also provided a chart that further explains some of these possible billing enhancements.

TABLE 1: BILLING ENHANCEMENTS¹⁶

BILLING ENHANCEMENT	DESCRIPTION
Fixed Bill Through Rate-ready code	Allows offering of innovative risk-managed fixed bill product using unique rate ready code
Additional rate-ready billing codes	Allows more codes to enable offering of additional prices
Bill-ready	Allow suppliers to supply billing amounts which enables more customization of product offerings
Billing a rate based on NYMEX prices, plus or minus a value	Allows suppliers to offer additional variable index-based price products
Permitting pre-payment of the commodity portion of the bill	Allows customers to pre-pay and have the entire amount credited to commodity

He also noted that additional products benefits both customers and suppliers.¹⁷ Specifically, he testified that he has a general familiarity with the supply industry, and that “there are customers that purchase products like this [in the table] in other jurisdictions.¹⁸ As to the rate code with a zero charge, Mr. Crist noted that “[t]his specific billing enhancement would be

¹⁵ RESA Ex. 2 at 6.

¹⁶ RESA Ex. 2 at 7.

¹⁷ Tr. Vol. II at 105.

¹⁸ Tr. Vol. II at 107.

welcomed by those customers with multiple locations that wish to simplify their accounts payable process by consolidating their gas supply charges onto one bill from their supplier.”¹⁹

Notably, the Commission has previously rejected a claim that these kinds of billing enhancements would provide no customer benefits. In 2012, Columbia Gas of Ohio, Inc. agreed in an amended stipulation to implement the following billing enhancements:

- Fixed bill through a rate-ready code
- Increase rate-ready billing codes
- Bill-ready billing
- Billing a rate based on NYMEX prices, plus or minus a value
- Prepayment of the commodity portion of the bill

In the Matter of the Application to Modify in Accordance with Section 4929.08, Revised Code, the Exemption Granted Columbia Gas of Ohio, Inc., in Case No. 08-1344-GA-EXM, Case No. 12-2637-GA-EXM, Amended Stipulation at 14-15 (November 27, 2012).

Ohio Partners for Affordable Energy challenged that those provisions of the amended stipulation, claiming that they provided no customer benefits. The Commission flatly rejected that claim, stating “[i]t is clear from even a cursory review of the list of changes that there will be improvements that will benefit not just the suppliers, but, ultimately, the customers.” *Id.*, Opinion and Order at 39 (January 9, 2013). Given that Vectren’s tariff only allows two billing options (rate-ready utility-consolidated billing and dual billing),²⁰ exploration of enhancements is worthwhile. The Commission should follow its precedent, find Section 15(d) to be beneficial, and approve the Stipulation.

¹⁹ RESA Ex. 2 at 8.

²⁰ Vectren Tariff, P.U.C.O. No. 3 at Sheet 52, Page 4 of 14.

5. Section 15(e) of the Stipulation provides for additional competition for customers being charged the highest rates.

Section 15(e) of the Stipulation requires the Company to review the feasibility of its systems to determine whether it could identify Choice Customers whose current commodity rates are in the top twenty-five percent of all Choice Customer rates. If feasible, the list would be made available to suppliers who could then market to those customers with the end result being more competition and lower rates for these customers.

Section 15(e) states:

e. Top 25 Percent List. The Company agrees to review the feasibility (including availability of Company IT resources and compliance with regulatory requirements), cost, including cost-effectiveness, and prudence of including in customer lists, or otherwise providing Choice Suppliers, as defined in the Company's tariff, a list of choice customers whose current commodity rates are in the top twenty-five (25) percent of all Choice customer rates. The Company agrees to conduct this review within 90 days of the approval of the Stipulation and to share and discuss the Company's review with Signatory Parties and other interested parties. Actual customer rates will not be included in the lists. Customers that opt-out of inclusion in the customer lists available to Choice Suppliers pursuant to the Company's tariff will be excluded from any lists that may ultimately be provided in accordance with this paragraph. To the extent determined feasible, cost-effective, and prudent, the Company will review the estimated cost and work required to make the lists available to Choice Suppliers and will provide that information to Signatory Parties and other interested parties. Costs associated with this provision shall be recovered through the customer list fee, and to the extent such fees do not cover the incremental costs associated with the provision of the top twenty five percent list, the Company has no obligation to implement this provision unless the requesting Choice Supplier pays for any incremental costs. To the extent that the top twenty-five percent list is not includable in the customer list, the Company has no obligation to implement this provision unless the requesting Choice Suppliers pay for any incremental costs.

Importantly, Section 15(e) puts certain protections in place regarding the twenty-five percent list. First, actual customer rates would not be included in the list. Customers that opt-out of inclusion in the customer list available to Choice Suppliers would also not be included in the top twenty-five percent list. Lastly, the cost associated with the customer list would be collected through the current customer list fee that suppliers pay and any incremental costs would be

collected from Choice Suppliers. All of these protections support the inclusion of this provision in the Stipulation – a provision that was negotiated by the signatory parties.

While Mr. Crist testified as to the use and benefit of the twenty-five percent list, the Attorney Examiner asked Mr. Crist numerous questions regarding scenarios where customers could be targeted with introductory offers which would result in a transition to rates higher than they were currently paying.²¹ But if that were to occur (and there was no foundation laid that it would occur), that customer would remain on the top twenty-five percent list as Mr. Crist noted.²² It would be contrary to the purpose of the twenty-five percent list and contrary to logic for a supplier to market to a customer in a way that would keep the customer on the top twenty-five percent list.²³ Logic would also dictate, as noted by Mr. Crist, that suppliers using the list would present customers with price-competitive supply offerings.²⁴

Mr. Crist also noted that the customers on the top twenty-five percent list would already have executed contracts with suppliers and that by becoming more engaged, these customers will become more aware of the details of their contracts and commitments, including early termination fees prior to going with a new supplier.²⁵ All of which, as he testified, leads to better educated customers and further development of the competitive natural gas retail market.²⁶

The record supports a finding that the top twenty-five percent list will provide an opportunity for more engagement of certain customers in the Vectren service territory. The record also supports a finding that Section 15(e) of the Stipulation will further the development

²¹ Tr. Vol. II at 115-121.

²² Tr. Vol. II at 125.

²³ See Tr. Vol. IV at 271-272.

²⁴ Tr. Vol. II at 121.

²⁵ Tr. Vol. II at 126.

²⁶ Tr. Vol. II at 124, 126.

of the competitive retail natural gas market and will raise awareness for customers paying the twenty-five percent highest rates for natural gas.

6. Section 15(f) provides for the implementation of certain customer peak day information so long as the Company agrees.

Section 15(f), titled Customer Peak Day Information, provides for a review of the feasibility to provide peak day information for Rate 345 and Rate 360 customers. If the Company determines that that data is available and feasible to provide, the Company will use good faith efforts to implement the change.

Specifically, Section 15(f) provides:

f. Customer Peak Day Information. The Company agrees to review the feasibility (including availability of Company IT resources, and compliance with regulatory requirements), cost, including cost-effectiveness, and prudence of providing Pool Operators with peak day information for Rate 345 and Rate 360 customers under the Company's current and subsequent IT infrastructure as part of an electronic file, or similar approach. Within 120 days of approval of the Stipulation the Company agrees to share and to discuss the results of its review with Signatory Parties and other interested stakeholders. If the Company determines that such data sharing is feasible, cost-effective, and prudent, the Company agrees to use good faith efforts to implement such a change. The sharing of such customer peak day information is also contingent on [the] Pool Operator having or obtaining customer consent for the release of the information.

RESA witness Crist addressed this provision noting that:

It is important that suppliers and pool operators have timely access to peak day information. The Stipulation provides that that Company will examine its ability to provide such information for the Large General Transportation Service (Rate 345) and Large Volume Transportation Service (Rate 360) customers, and will conduct its review within 120 days of approval of the Stipulation. **The Company's provision of peak day data in a prompt manner will benefit customers of the two rate classes by enabling their suppliers to better forecast and manage gas procurement, leading to lower costs and reduced risk of imbalances.** The data exists as a result of Vectren's AMR project and, by providing that data to the suppliers, more value from installing AMR devices will now be realized.²⁷

²⁷ RESA Ex. 2 at 9 (emphasis added).

Notably, Vectren retains a great deal of discretion in whether to implement the sharing of peak-day information and Pool Operators must obtain their customers' consent prior to obtaining that information. The record supports a finding that Section 15(f) of the Stipulation supports the advancement of the competitive natural gas market in Ohio and provides a benefit to customers.

7. Section 15(g) addresses cost recovery for billing system upgrades for both Customer Peak Day information and Billing Enhancements.

Section 15(g) of the Stipulation addresses cost recovery for certain provisions, specifically, the Customer Peak Day information and Billing Enhancement sections. Section 15(g) states:

g. Customer Choice and Billing Upgrades in ETC Rider. The Signatory Parties acknowledge that cost recovery under the ETC Rider can include billing system upgrades described above or identified pursuant to the sections titled Customer Peak Day Information and Billing Enhancements. If an identified improvement and upgrade under those sections is determined to be feasible, cost-effective, and prudent by the Company, the Company shall use good faith efforts to implement the improvement before the next base distribution rate case. Operation and maintenance expenses and capital investments recoverable under the ETC Rider for such improvements are subject to an audit and an aggregate cap not to exceed \$850,000. The return associated with the capital investment is not subject to the \$850,000 cap. To the extent that implementation of any such improvement and upgrade would exceed the \$850,000 cap, the Company may but has no obligation to implement any such improvement or upgrade. In the event the Company elects not to implement any improvement or upgrade as a result of the cap, it will meet with interested Signatory Parties to discuss its rationale and to discuss options for cost recovery which such options may include, but are not limited to, the Company filing an application seeking approval for cost recovery for amounts that exceed the \$850,000 cap.

Importantly, Section 15(g) gives Vectren sole discretion on whether to implement an identified improvement or upgrade under the Customer Peak Day Information and Billing Enhancements sections. As noted above “[i]f an identified improvement and upgrade under those sections is determined to be feasible, cost-effective, and prudent by the Company, the Company shall use good faith efforts to implement the improvement before the next base distribution rate case.”

Section 15(g) also provides that the billing system upgrades can be recovered under the ETC Rider but would be subject to an audit and an aggregate cap under the rider not to exceed \$850,000. Vectren would have no obligation to implement any improvement or upgrade exceeding the \$850,000 cap. This section also calls for discussions on alternative cost recovery methods in the event the Company elects not to implement any improvement or upgrade as a result of the cap.

While the OCC may claim that suppliers should bear the cost of any billing upgrades, Mr. Crist testified, “[t]he system modifications benefit customers by reducing costs and allowing the provision of additional products and choices. Costs to make such improvements should be rightly recovered from the customers that benefit from and could benefit from Choice.” His testimony follows other programs approved by the Commission that benefit the competitive retail natural gas market and whose costs are recovered from all ratepayers.²⁸ Section 15(g) is a fair and negotiated provision of the Stipulation that will further the competitive natural gas market and is in the public interest.

²⁸ *Columbia Gas, supra*, Opinion and Order at 38-39 (Commission approved recovery of the costs of billing upgrades through Columbia’s Choice/SSO/SCO Reconciliation Rider [CSRR], which is paid by all customers); *In the Matter of the Commission’s Investigation of Ohio’s Retail Electric Service Market*, Case No. 12-3151-EL-COI, Finding and Order at 26 (March 26, 2014) and Entry on Rehearing at 11, 15 (May 21, 2014) (Commission ruling that it is appropriate to recover the ordered billing enhancements related to the competitive market through rates set in distribution rate cases); *In the Matter of the Application of Ohio Power Company for Approval of a Change in Bill Format*, Case No. 14-2119-EL-UNC (addition of supplier information on utility-consolidated bill automatically approved without approving request from the Ohio Consumers’ Counsel to require the costs of the changes be borne by suppliers); *In the Matter of the Application of The Dayton Power and Light Company for Approval of a Revised Bill Format for Electric Service, et al.*, Case Nos. 14-2043-EL-UNC et al., Finding and Order (April 8, 2015) and Finding and Order (December 16, 2015 (addition of supplier information on utility-consolidated bill and other billing enhancements and deferral authority for the costs approved without approving request from the Ohio Consumers’ Counsel to require the costs of the changes be borne by suppliers); and *In the Matter of the Application of Duke Energy Ohio, Inc. for Approval of Changes in Bill Format*, Case No. 14-2128-EL-UNC (addition of supplier information on utility-consolidated bill approved without approving request from the Ohio Consumers’ Counsel to require the costs of the changes be borne by suppliers).

III. CONCLUSION

RESA and IGS fully expect the OCC and OPAE to attack certain provisions of Section 15 of the Stipulation as that section would further the development of the competitive retail natural gas market in Ohio. RESA and IGS also recognizes that any situation can be looked at with a “worst-case” lens. But when considering the record in this proceeding along with the General Assembly’s mandate that both the Commission and OCC follow the policies set forth in R.C. §4929.02, Section 15 of the Stipulation supports the approval of the Stipulation. Accordingly, RESA and IGS respectfully requests that the Commission approve the Stipulation without modification.

Respectfully Submitted,

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CERTIFICATE OF SERVICE

The Public Utilities Commission of Ohio's e-filing system will electronically serve notice of the filing of this document on the parties referenced on the service list of the docket card who have electronically subscribed to the case. In addition, the undersigned certifies that a courtesy copy of the foregoing document is also being served (via electronic mail) on the 2nd day of April 2019 upon all persons/entities listed below:

/s/ Gretchen L. Petrucci

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