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# SOUTHERN ENVIRONMENTAL LAW CENTER

Telephone 434-977-4090

201 WEST MAIN STREET, SUITE 14  
CHARLOTTESVILLE, VA 22902-5065

Facsimile 434-977-1483

2020910075

September 3, 2020

## VIA ELECTRONIC FILING

Mr. Joel H. Peck, Clerk  
c/o Document Control Center  
State Corporation Commission  
Tyler Building – First Floor  
1300 East Main Street  
Richmond, Virginia 23219

**RE: *Ex Parte*: Establishing the rates, terms and conditions of a universal fee to be paid by the retail customers of the Virginia Electric and Power Company**

**Case No. PUR-2020-00109**

Dear Mr. Peck:

Please find enclosed for filing in the above-referenced docket the direct testimony of John G. Howat on behalf of Appalachian Voices (“Environmental Respondent”). Included with this testimony are Mr. Howat’s one-page summary and three attachments. This filing is being completed electronically, pursuant to the Commission’s electronic document filing system.

Pursuant to Rule 140 of the Commission’s Rules of Practice and Procedure, Environmental Respondent is providing service of documents in this case exclusively via email unless parties request otherwise. Please let me know if you do not agree to electronic service and would like to receive hard copies of documents.

If you should have any questions regarding this filing, please do not hesitate to contact me at (434) 977-4090.

Regards,



Nathaniel Benforado

cc: Parties on Service List

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

20200910075

COMMONWEALTH OF VIRGINIA, *ex rel.* )  
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STATE CORPORATION COMMISSION )  
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*Ex Parte:* Establishing the rates, terms and )  
conditions of a universal fee to be paid by the )  
retail customers of the Virginia Electric and )  
Power Company )  
 )

Case No. PUR-2020-00109

SUMMARY OF  
DIRECT TESTIMONY OF  
JOHN HOWAT  
ON BEHALF OF  
ENVIRONMENTAL RESPONDENT

September 3, 2020

### Summary of the Testimony of John Howat

My testimony covers two main areas. First, I explain the policy objectives underlying low-income electricity affordability programs, and make a number of design recommendations to ensure the Company establishes an effective percentage of income payment plan (“PIPP”) program. For example, I recommend that the program cap participant costs at 5 percent of household income for non-electric heating participants and 8 percent for electric heating participants, and that the program include an arrearage management component to better fulfill its statutory objectives.

Second, I evaluate the Company’s proposed universal service fee and associated methodology. I take issue with several assumptions and decisions made by the Company, including assumed participation levels and the Company’s percentage of income caps. I then recommend an alternative universal service fee based on improved assumptions and methods, which also incorporates an arrearage management component. While this alternative proposal increases the universal service fee, it is important to note that the Company did not include an arrearage management component—a critical component needed to carry out the statutory objectives. My proposal should significantly improve the Company’s ability to serve its income-eligible customers and satisfy the statutory PIPP objectives. Moreover, it is likely that my proposed universal service fee can be reduced in future years as the Company gathers better data on participation and arrearage levels.

COMMONWEALTH OF VIRGINIA  
STATE CORPORATION COMMISSION

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Case No. PUR-2020-00109

DIRECT TESTIMONY OF  
JOHN HOWAT  
ON BEHALF OF  
ENVIRONMENTAL RESPONDENT

September 3, 2020

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**ATTACHMENTS**

Attachment JH-1	Resume of John Howat
Attachment JH-2	Ohio Energy Assistance Resource Guide
Attachment JH-3	FERC Form 1 Bill Impact Calculation

I. Introduction

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**Q. PLEASE STATE YOUR NAME, JOB TITLE, EMPLOYER AND BUSINESS ADDRESS.**

A. My name is John Howat. I am a Senior Policy Analyst at the National Consumer Law Center (“NCLC”), 7 Winthrop Square, Boston, Massachusetts 02110. NCLC is a non-profit law and policy advocacy organization using expertise in consumer law and energy policy to advance consumer justice, racial justice, and economic security for low-income families and individuals in the United States.

**Q. PLEASE SUMMARIZE YOUR PROFESSIONAL BACKGROUND AND EXPERIENCE.**

A. Over the past 20 years at NCLC, I have managed a range of regulatory, legislative, and advocacy projects across the country in support of low-income consumers’ access to utility and energy-related services. I have been involved with the design and implementation of energy affordability and efficiency programs, regulatory consumer protections, transportation electrification, rate design, home energy improvement financing, issues related to metering and billing, credit scoring and reporting, and energy burden and demographic analysis.

I have worked on behalf of community-based organizations in 23 states and have worked under contract on low-income energy and utility issues with a number of federal and state agencies, including utility consumer advocates. In addition, I have presented at national conferences, including for the National Community Action Foundation, National Association of Regulatory Utility Commissions, and National Association of State Utility Consumer Advocates.

1 I am the co-author of Access to Utility Service, a law and policy manual published by  
 2 NCLC, and the 2016 Lawrence Berkeley National Laboratory report, “Recovery of Utility  
 3 Fixed Costs: Utility, Consumer, Environmental and Economist Perspectives.”<sup>1</sup> I am the  
 4 primary author of “Home Energy Costs: The New Threat to Independent Living for the  
 5 Nation’s Low-Income Elderly,”<sup>2</sup> “Tracking the Home Energy Needs of Low-Income  
 6 Households through Trend Data on Arrearages and Disconnections,”<sup>3</sup> “Rethinking Prepaid  
 7 Utility Service: Customers at Risk,”<sup>4</sup> and “Public Service Commission Consumer  
 8 Protection Rules and Regulations: A Resource Guide.”<sup>5</sup>

9 My resume is included as Attachment JH-1.

10 **Q. HAVE YOU TESTIFIED PREVIOUSLY BEFORE STATE PUBLIC UTILITIES**  
 11 **COMMISSIONS?**

12 A. I have presented testimony or comments before utility regulatory commissions in Alabama,  
 13 California, Idaho, Illinois, Indiana, Louisiana, Maryland, Massachusetts, Missouri, New  
 14 Mexico, Nevada, Pennsylvania, Rhode Island, South Carolina, Texas, Vermont,  
 15 Washington State, and Wisconsin.

16 **Q. ON WHOSE BEHALF ARE YOU TESTIFYING?**

17 A. I am testifying on behalf of Appalachian Voices (“Environmental Respondent”).

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<sup>1</sup> LISA WOOD, ET AL, RECOVERY OF UTILITY FIXED COSTS: UTILITY, CONSUMER, ENVIRONMENTAL AND ECONOMIST PERSPECTIVES, LAWRENCE BERKELEY NATIONAL LABORATORY (JUNE 2016).

<sup>2</sup> John Howat & Philene Taormina, *Home Energy Costs: The New Threat to Independent Living for the Nation's Low-Income Elderly*, 9-10 Clearinghouse Review Journal of Poverty Law and Policy 553 (Jan.–Feb. 2008).

<sup>3</sup> JOHN HOWAT, ET AL, TRACKING THE HOME ENERGY NEEDS OF LOW-INCOME HOUSEHOLDS THROUGH TREND DATA ON ARREARAGES AND DISCONNECTIONS, NATIONAL ENERGY ASSISTANCE DIRECTORS’ ASSOCIATION (MAY 2004).

<sup>4</sup> JOHN HOWAT & JILLIAN MCLAUGHLIN, RETHINKING PREPAID UTILITY SERVICE, NATIONAL CONSUMER LAW CENTER (JUNE 2012).

<sup>5</sup> JOHN HOWAT & JULIA DEVANTHARY, PUBLIC SERVICE COMMISSION CONSUMER PROTECTION RULES AND REGULATIONS: A RESOURCE GUIDE, NATIONAL ENERGY ASSISTANCE DIRECTORS’ ASSOCIATION (JULY 2006).



1 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

2 A. The purpose of my testimony is to evaluate Virginia Electric and Power Company's  
3 ("Company" or "Dominion") initial proposal for the Percentage of Income Payment Plan  
4 ("PIPP") and provide recommendations thereon.

5 In this testimony, I will comment on the need for a establishing a cost recovery  
6 mechanism to support implementation of a robust, effective low-income affordability  
7 program in the Company's service territory. Further, I will discuss policy objectives and  
8 program design elements featured in effective programs, provide a brief description of the  
9 PIPP model, provide analysis demonstrating broad variability in prospective costs  
10 associated with implementation of a PIPP, and recommend that the State Corporation  
11 Commission ("Commission") in light of this variability, approve a rider mechanism that  
12 allows for full cost recovery under a broad range of program participation levels and  
13 accounts for program design features.

14 **II. PIPP Proceeding**

15 **Q. PLEASE DESCRIBE THE STATUTORY PROVISIONS ESTABLISHING PIPP IN**  
16 **VIRGINIA.**

17 A. On April 11, 2020, the Virginia General Assembly enacted Chapter 1193 and Chapter 1194  
18 of the 2020 Virginia Acts of Assembly. The duplicate chapters mandate the establishment  
19 of a PIPP in the service territories of Appalachian Power Company and Virginia Electric  
20 and Power Company and require the Commission to initiate a proceeding to establish a

1 non-bypassable volumetric universal service fee.<sup>6</sup> This new law also sets forth the specific  
 2 PIPP objectives to be considered in establishing the universal service fee:

3 Such universal service fee shall . . . be established at such level to  
 4 adequately address the PIPP's objectives to (i) reduce the energy burden of  
 5 eligible participants by limiting electric bill payments directly to no more  
 6 than six percent of the eligible participant's annual household income if the  
 7 household's heating source is anything other than electricity, and to no more  
 8 than 10 percent of an eligible participant's annual household income on  
 9 electricity costs if the household's heating source is electricity, and (ii)  
 10 reduce the amount of electricity used by the eligible participant's household  
 11 through participation in weatherization or energy efficiency programs and  
 12 energy conservation education programs.<sup>7</sup>  
 13

14 **Q. PLEASE DESCRIBE THE STATED PURPOSE OF THIS PROCEEDING AND**  
 15 **THE COMPANY' S PROPOSAL.**

16 On June 11, 2020, the Commission initiated this case in order to establish rates,  
 17 terms, and conditions of a non-bypassable universal service fee to fund the legislatively-  
 18 mandated PIPP; directing the Company propose such a rate; and address issues related to  
 19 program participation assumptions, heating fuel usage, program cost assumptions,  
 20 treatment of program participants arrearages, accomplishment of weatherization, energy  
 21 efficiency and conservation objectives, total program costs, determination and monitoring  
 22 of participant eligibility, the extent to which participants will be exempted from fees to  
 23 recover program costs, and uncollectible account expenses.<sup>8</sup>

24 On July 21, 2020, the Company filed Direct Testimony proposing a range of initial  
 25 universal service fee levels from of \$0.000270 per kWh based on a PIPP participation rate

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<sup>6</sup> Va. Code § 56-585.6.

<sup>7</sup> *Id.*

<sup>8</sup> Order Establishing Proceeding, *Ex Parte: Establishing the rates, terms and conditions of a universal fee to be paid by the retail customers of the Virginia Electric and Power Company*, Case No. PUR-2020-00109 (June 11, 2020) at 3.

1 of 20% to \$0.001125 per kWh based on a participation rate of 100%.<sup>9</sup> With respect to  
 2 treatment of participants' pre-program arrearage balances, the Company states the  
 3 following:

4 Presumably PIPP payments may contribute to a reduction in those amounts  
 5 in arrears, in addition to current charges, and this would appear to be  
 6 consistent with the purpose of the PIPP. At the present time, though, there  
 7 is no information available to connect arrears balances to potential PIPP  
 8 participants. Therefore, no costs specifically associated with arrearages are  
 9 currently included in the calculation of the proposed universal service fee.<sup>10</sup>

10  
 11 With respect to the many uncertainties associated with estimating program costs at  
 12 this time, the Company states the following:

13 [T]he primary challenge in developing this universal service fee to fund the  
 14 PIPP is the unavailability of real data at this early stage in the process. The  
 15 Company does not know which customers will choose to use the program.  
 16 Even if that information was available, the Company does not solicit and  
 17 does not have actual income data for individual customers. As a result, the  
 18 Company must estimate key factors necessary for the analysis and make  
 19 assumptions related to eligibility and participation levels.<sup>11</sup>

### 20 **III. Bill Affordability Programming**

#### 21 **Q. PLEASE LAY OUT POLICY OBJECTIVES AND PROGRAM DESIGN** 22 **PRINCIPLES OF AN EFFECTIVE LOW-INCOME ELECTRICITY** 23 **AFFORDABILITY PROGRAM.**

24 A. Reliable electricity service is a necessity of life. Without electricity, residents cannot  
 25 participate effectively in present-day society or be secure from threats to health and safety.

26 All of the Company's customers, including those with low incomes, should have access to

---

<sup>9</sup> Virginia Electric and Power Company's Proposal for Rates, Terms and Conditions for a Universal Service Fee to Fund a PIPP, Case No. PUR-2020-00109 (July 21, 2020) ("Proposal") at 6.

<sup>10</sup> *Id.* at 13.

<sup>11</sup> *Id.* at 1.

1 reliable and secure sources of electricity. To help ensure home energy security for low-  
2 income residents, an electricity affordability program should:

- 3 • Serve all residential electricity customers at or below 150% of the federal poverty  
4 level;
- 5 • Lower program participants' electricity burdens to an affordable level;
- 6 • Promote regular, timely payment of electric bills by program participants;
- 7 • Comprehensively address payment problems associated with program  
8 participants' current and past-due bills;
- 9 • Be funded through a reliable mechanism that provides sufficient resources to meet  
10 policy objectives over an extended timeframe; and
- 11 • Be administered efficiently and effectively.

12 **Q. HAS THE COMPANY PROPOSED A DETAILED PROGRAM DESIGN IN ITS**  
13 **APPLICATION?**

14 A. No. Program design details are currently under discussion in a stakeholder group that  
15 includes staff from the Company. However, in consideration of establishing a Universal  
16 Service Fee that is sufficient to meet program needs, it is necessary to discuss key design  
17 parameter assumptions. It is also certainly within the Commission's discretion to provide  
18 direction to the Company and other stakeholders concerning program design elements  
19 under consideration.

1 **Q. PLEASE PROVIDE RECOMMENDATIONS REGARDING PROGRAM**  
2 **BENEFITS.**

3 A. A primary goal of the program should be to substantially lower the electricity burden<sup>12</sup> of  
4 participants. To meet this objective, I recommend that the PIPP cap non-electric heating  
5 participant payments at 5% of household income, and electric heating participants'  
6 payments at 8% of income.<sup>13</sup> I support this recommendation with analysis later in my  
7 testimony, which shows that setting the caps at my recommended levels significantly  
8 reduces electricity burdens for many more income-eligible customers as compared to the  
9 Company's proposed caps, which are set at the statutory maximum.

10 **Q. PLEASE DESCRIBE HOW PREPROGRAM ARREARAGES CAN AFFECT AN**  
11 **AFFORDABLE BILL PAYMENT PROGRAM.**

12 A. To sustain participants' bill affordability, program design must be comprehensive in its  
13 approach to dealing with *both* participants' current bills and arrearage balances.  
14 Affordability objectives of energy assistance programs that discount current bills, but fail  
15 to address preprogram arrears, are undermined by the requirement that participants must  
16 add arrearage payoff to that of the current bill. In other words, incorporating arrearage  
17 management helps ensure that a portion of the household energy burden reductions that  
18 come from discounted current bills is not simply "given back" as customers pay off  
19 outstanding balances. Similarly, energy assistance programs that focus entirely on

---

<sup>12</sup> The term "electricity burden" refers to the proportion of household income that is devoted to paying for residential electricity service. The terms "energy burden" and "home energy burden" refer to the proportion of income devoted to all home energy services.

<sup>13</sup> See Va. Code § 56-585.6. This recommendation is consistent with the statutory provision establishing the PIPP program, which states that a PIPP program should cap non-electric heating participant payments to "*no more than six percent of the eligible participant's annual household income*", and electric heating participant payments to "*no more than 10 percent of eligible participant's annual household income.*" *Id.* (emphasis added).

1 retirement of arrears but not on the affordability of current bills are unlikely to result in  
2 long-term household energy security. If current bills are not affordable, there is a strong  
3 likelihood that arrears will simply re-accrue after balances are initially retired.

4 **Q. PLEASE DESCRIBE YOUR RECOMMENDATIONS REGARDING**  
5 **INCORPORATION OF AN ARREARAGE MANAGEMENT COMPONENT INTO**  
6 **AN AFFORDABLE BILL PAYMENT PROGRAM.**

7 A. In order to enhance the effectiveness of discounts on *current* bills and promote timely  
8 program participant payments going forward, I recommend that the Company implement  
9 an arrearage write-down, or management program, in conjunction with low-income rates.  
10 Effectively promoting regular bill payment entails ensuring that *total* payments are  
11 affordable. A program that is intended to promote regular, timely payments by participants  
12 through reduction of electricity burdens to an affordable level is rendered less effective by  
13 a requirement that participants pay an amount in addition to the affordable current bill.  
14 Simultaneous payment of pre-existing arrears and the discounted electric bill therefore runs  
15 counter to the policy objective of promoting regular, timely payments by program  
16 participants.

17 There are two basic models of low-income utility arrearage management that have  
18 been implemented in the United States. One entails the write-down of customer arrears  
19 over time after a series of timely payments on current bills. The other model entails the  
20 retirement of arrearage balances in full on a one-time basis. The one-time “forgiveness”  
21 model is administratively straightforward, but entails a large initial outlay of program cash  
22 resources. Write-downs over a period of 12 months may provide customers with an  
23 enhanced incentive to keep up with current bills (as long as they are affordable), while  
24 placing less strain on program cash flow. I recommend that the Company implement an

1 arrearage management program that provides low-income rate participants to write down  
2 one-twelfth (1/12) of a pre-program overdue balance with each timely payment of a current  
3 bill.

4 **Q. PLEASE DESCRIBE YOUR RECOMMENDATIONS REGARDING PROGRAM**  
5 **FUNDING.**

6 A. Funding for an electricity affordability program needs to be sufficient and reliable.  
7 Program funding should be sufficient to provide meaningful energy burden reduction and  
8 energy security for electricity customers living below 150% of the federal poverty level. In  
9 addition, program administration costs of 4% to 7% of program benefits to the total  
10 program cost estimate are required.

11 A sustainable electricity affordability program with set benefit levels and  
12 participation rates also requires funding that is predictable and reliable. A volumetric  
13 charge—approved prior to program implementation—is the optimal funding source for an  
14 effective program.

15 **Q. PLEASE PROVIDE YOUR RECOMMENDATIONS REGARDING PROGRAM**  
16 **ADMINISTRATION AND IMPLEMENTATION.**

17 A. Electricity affordability program design should foster efficient, streamlined administrative  
18 procedures. With limited program resources available, funds should be devoted to  
19 participant benefits rather than administrative costs to the greatest extent feasible.  
20 Minimizing administrative costs while delivering an effective electricity affordability  
21 program requires that certain agencies, organizations, and individuals work together  
22 cooperatively and efficiently. I recommend that whenever possible, administrative  
23 structures and procedures that apply to Virginia's Low Income Home Energy Assistance

1 Program be “piggybacked” onto any new electricity affordability program to create  
2 administrative efficiencies.

3 The Company would be responsible for collecting program-related charges and  
4 assigning qualified customers to a tariffed, low-income rate. The Company would further  
5 be responsible for tracking arrearage write-downs for each participating customer. In  
6 addition, the Company would be responsible for regular reporting to the Commission of  
7 program activities and financial transactions. All program costs, including bill credits or  
8 discounts, approved startup and ongoing administrative expenses, and approved arrearage  
9 retirement amounts should be recoverable through volumetric charges, as described above.

10 Program applicants would provide documentation required for certification on an  
11 annual basis. In addition, program applicants should be referred to all appropriate energy  
12 efficiency services that may be available.

13 **Q. WHAT ARE THE UTILITY SYSTEM COSTS OF IMPLEMENTING THE**  
14 **PROGRAM THAT YOU HAVE PROPOSED?**

15 A. Most prospective low-income assistance program costs may be readily identified and  
16 quantified after finalization of program design details and through experience with  
17 implementation. Estimating in advance the cost of implementing the affordability program  
18 requires multiplying the projected number of program participants by the sum of the value  
19 of the monthly discount (or revenue loss) per customer and the average arrearage per  
20 customer that is retired. Program administration costs must then be added to the value of  
21 discounts and retired arrearages to obtain an estimate of total program costs.



1 Q. WHAT ARE SOME OF THE UTILITY SYSTEM BENEFITS ASSOCIATED WITH  
2 EFFECTIVE BILL PAYMENT ASSISTANCE?

3 A. Effective bill payment assistance programming may bring the benefit of reduced  
4 uncollectible account write-offs. Precise quantification of the bad debt mitigation impact  
5 of a low-income payment assistance program presents a considerable analytical challenge,  
6 particularly on a prospective basis. The extent to which this objective may be achieved is  
7 contingent on a number of existing conditions and key program design and implementation  
8 elements, including the following:

- 9 • A company’s existing bad debt profile and the extent to which uncollectible
- 10 account write-offs are currently concentrated among low-income customers;
- 11 • Income and expense circumstances of the program participants;
- 12 • Program benefit levels and reduction of participants’ utility burden (i.e., reduction
- 13 of the proportion of a participant’s income that is devoted to utility bills);
- 14 • Outreach and targeting of “payment troubled” customers and prospective program
- 15 participants;
- 16 • The extent to which the program comprehensively incorporates reduction of
- 17 current bills with means of effectively managing pre-program arrears; and
- 18 • Contact and follow-up with program participants.

19 IV. Universal Service Fee

20 Q. PLEASE BRIEFLY DESCRIBE HOW THE PERCENTAGE OF INCOME  
21 PAYMENT PLAN MODEL WORKS.

22 A. A PIPP entails participant customers paying a predetermined, “affordable” percentage of  
23 income for natural gas or electric service. PIPPs therefore target benefit levels to a

1 household's particular income circumstances based on a predetermined affordability goal.  
2 However, since a separate billing and payment arrangement must be developed for each  
3 participating customer, PIPPs generally entail a somewhat higher level of administrative  
4 complexity than straight discount rates. The Colorado Public Utilities Commission  
5 recently approved a PIPP for Excel Energy customers. Illinois investor-owned utilities  
6 have also implemented a PIPP in recent years. In addition, the program model has been  
7 operative for many years in Ohio, Pennsylvania, New Jersey and Maine. A full description  
8 of the Ohio PIPP, as implemented by the Company in its Ohio service territory, is attached  
9 as Attachment JH-2.

10 **Q. PLEASE EXPLAIN HOW THE COMPANY DERIVED THE PROPOSED**  
11 **UNIVERSAL SERVICE FEE.**

12 A. The Company's proposed Universal Service fee is based on calculations that incorporate a  
13 number of key assumptions. The Company assumed that (1) average annual household  
14 income among prospective PIPP participants is \$18,065 for non-electric heat customers and  
15 \$17,830 for electric heat customers, (2) the average annual electric bill of prospective  
16 participants from the past 12 months was \$1,363 for non-heat customers and \$1,688 for  
17 electric heat customers, (3) the total number of number of income-eligible customers is  
18 204,461, of which 96,479 use electric heat, and (4) electric heating participants payment  
19 will be 10% of household income, and non-electric heating participant payment will be 6%  
20 of household income.<sup>14</sup> Based on these assumptions and current tariffed residential rates,  
21 the Company calculated a range of estimates of first-year PIPP expenses and Universal

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<sup>14</sup> These assumptions, with information regarding how they were derived, are detailed in the Proposal at 7 to 11, and in electronic worksheet accompanying the Proposal.

1 Service Fee levels based on program participation rate scenarios. The Company's  
2 estimates of PIPP expenses range from \$22.4 million under a 20% participation rate to \$93.0  
3 million under a 100% participation rate scenario. Finally, the Company's program cost  
4 estimate does not include retirement of participants' pre-program arrears.

5 **Q. DO YOU ACCEPT ALL OF THE COMPANY'S ASSUMPTIONS? PLEASE**  
6 **EXPLAIN.**

7 A. To estimate total PIPP program cost, I accepted the Company's assumptions regarding the  
8 number of income-eligible participants, non-discounted expenditure levels, and the  
9 percentage of income-eligible participants with electric heat. However, I did not accept the  
10 assumptions that electric heat participants would pay 10% of household income for  
11 electricity service and non-electric heat participants would pay 6%. As noted above, the  
12 PIPP authorizing statute sets forth maximum percentages of household income that a PIPP  
13 cannot exceed.<sup>15</sup> This does *not* mean, however, that a PIPP must use these percentages.  
14 Instead of merely applying the maximums, the PIPP payment caps should be set at levels  
15 designed to achieve the objectives of PIPP—that is, meaningfully reducing electricity  
16 burdens for eligible customers.

17 In my view, the Company's proposed caps do not adequately address this primary  
18 purpose of PIPP—many eligible customers under the Company's proposal will not see  
19 meaningful reductions to their bills and total payments at these levels.

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<sup>15</sup> Va. Code § 56-585.6.

1 **Q. DID YOU CALCULATE AN ALTERNATIVE UNIVERSAL SERVICE FEE?**  
2 **PLEASE EXPLAIN.**

3 A. Yes, I did calculate an alternative Universal Service Fee. To further advance the  
4 participant electricity burden reduction objective, I incorporated the assumptions that  
5 electric heat participants' bills would be capped at 8% of household income, and non-  
6 electric heat participants' bills would be capped at 5% of household income. In addition, I  
7 assumed that participants would enter the program with an average past due balance of  
8 \$400, and that program benefits would include retirement of those balances after 12 timely  
9 current bill payments. Finally, in light of what could be substantial administrative and  
10 outreach costs at leading up to and during the initial implementation phase, my Universal  
11 Service Fee calculation includes administrative program costs equal to 4% of total program  
12 benefits.

13 **Q. PLEASE PROVIDE EXAMPLES OF PARTICIPANT ELECTRICITY BURDEN**  
14 **REDUCTION BENEFITS OF THE PIPP PAYMENT CAPS AND ARREARAGE**  
15 **RETIREMENT PARAMETERS YOU HAVE OUTLINED.**

16 A. The tables and charts that follow illustrate the electricity burden impacts of a PIPP that sets  
17 the target electricity burden level at 5% of household income for non-electric heat  
18 participants, and 8% for electric heat customers.

*Virginia Electric and Power Company - Electricity Burden Impacts: Non-heat PIPP Discount*

	Single, Minimum Wage* Worker (40 hours x 52 weeks)	2-person Household, 100% 2020 FPL	2-person Household, 150% 2020 FPL	2-Person Median Income Household	Upper-income Household (\$100,000)
Annual Pretax Income	\$15,080	\$17,240	\$25,860	\$68,324	\$100,000
Monthly Pretax Income	\$1,257	\$1,437	\$2,155	\$5,694	\$8,333
Undiscounted Current Annual Electricity Expenditure	\$1,363	\$1,363	\$1,363	\$1,363	\$1,363
Undiscounted Current Monthly Electricity Expenditure	\$114	\$114	\$114	\$114	\$114
Monthly Arrearage Payment (Arrearage/4)	\$100	\$100	\$100	\$0	\$0
Total Undiscounted Monthly Payment	\$214	\$214	\$214	\$114	\$114
Undiscounted Electricity Burden (During Arrearage Payoff)	17.0%	14.9%	9.9%	2.0%	1.4%
Discounted Electricity Expenditure	\$754	\$862	\$1,293	\$1,363	\$1,363
Discounted Electricity Burden	5.0%	5.0%	5.0%	2.0%	1.4%

19

**Virginia Electric and Power Company - Electricity Burden Impacts: Electric Heat PIPP Discount**

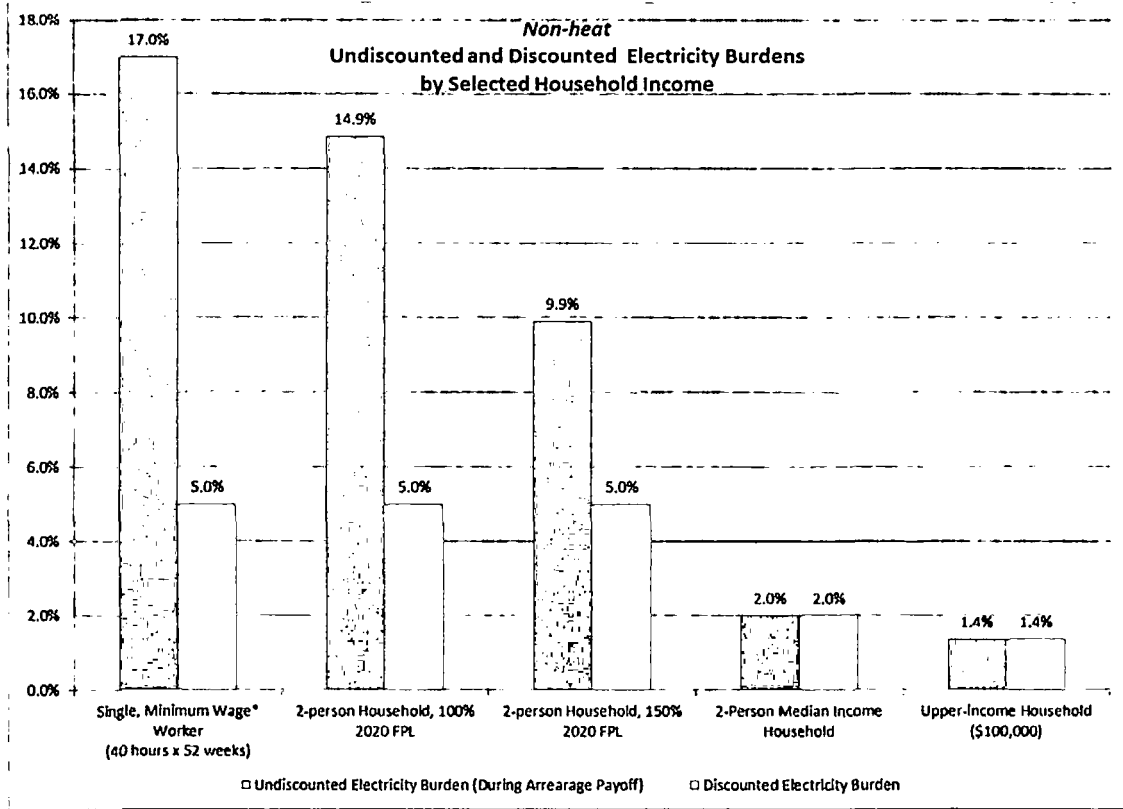
	Single, Minimum Wage* Worker (40 hours x 52 weeks)	2-person Household, 100% 2020 FPL	2-person Household, 150% 2020 FPL	2-Person Median Income Household	Upper-income Household (\$100,000)
Annual Pretax Income	\$15,080	\$17,240	\$25,860	\$68,324	\$100,000
Monthly Pretax Income	\$1,257	\$1,437	\$2,155	\$5,694	\$8,333
Undiscounted Current Annual Electricity Expenditure	\$1,688	\$1,688	\$1,688	\$1,688	\$1,688
Undiscounted Current Monthly Electricity Expenditure	\$141	\$141	\$141	\$141	\$141
Monthly Arrearage Payment (Arrearage/4)	\$100	\$100	\$100	\$0	\$0
Total Undiscounted Monthly Payment	\$241	\$241	\$241	\$141	\$141
Undiscounted Electricity Burden (During Arrearage Payoff)	19.2%	16.8%	11.2%	2.5%	1.7%
Discounted Electricity Expenditure	\$1,206	\$1,379	\$2,069	\$1,688	\$1,688
Discounted Electricity Burden	8.0%	8.0%	8.0%	2.5%	1.7%

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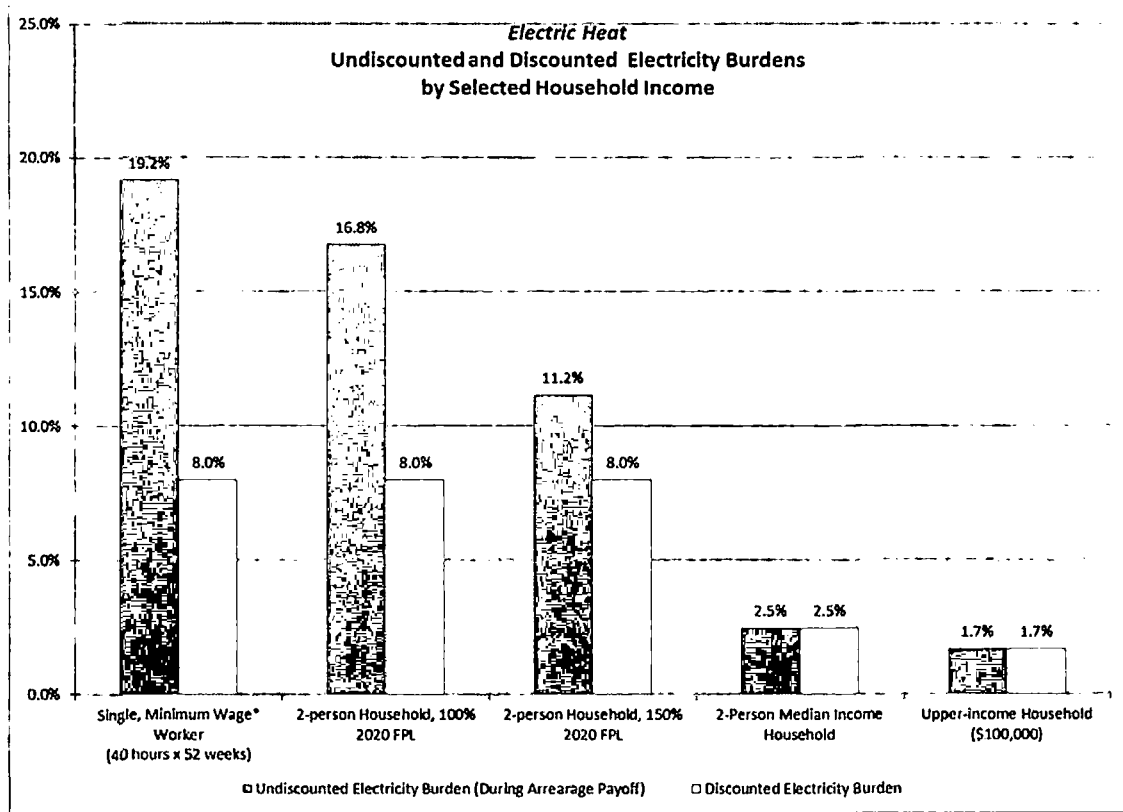
These tables show substantial electricity burden reduction benefits from the design arrearage retirement and capped bill benefits, particularly for lower-income participants. For example, without the PIPP, a single, minimum wage worker would with electric heat would experience an electricity burden of over 19% of income while paying off a past due balance. With arrearage retirement and current bill reduction benefits, that burden would be reduced to 8% of income.

**Q. PLEASE PROVIDE A COMPARATIVE ILLUSTRATION OF THE ELECTRICITY BURDEN IMPACTS OF THE PROGRAM DESIGNS THAT YOU DESCRIBED ABOVE.**

A. The charts that follow, based on current poverty guidelines and the Virginia minimum wage, provide a comparative view of the burden impacts of three program designs.



1



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1           The tables and charts above incorporate the Company's assumptions regarding  
2 participants' undiscounted expenditure levels, and the additional assumption that, absent  
3 the PIPP, customers pay an additional \$100 monthly arrearage payoff during a 4-month  
4 repayment of a \$400 balance. These tables and charts illustrate that under a PIPP, steeper  
5 discounts are provided to households with the lowest incomes, resulting in burdens that are  
6 consistent throughout the spectrum of participants' incomes, and all participants' bills are  
7 brought closer to an "affordable" level.

8 **Q. PLEASE PROVIDE ESTIMATES OF THE INITIAL COST OF THE PROGRAM**  
9 **OUTLINED ABOVE.**

10 A. The estimated year-one cost of implementing the non-electric heat component of the  
11 program is \$47,482,915, assuming a 50% participation rate.<sup>16</sup> The estimated cost of  
12 implementing the electric heat customer component is \$36,442,887, also assuming a 50%  
13 participation rate. The total estimated cost of year-one program benefits and administrative  
14 expenses is \$83,945,802. These estimates incorporate the Company's assumptions  
15 regarding program participation and electricity expenditure levels. They also include  
16 electricity burden levels as described above, an assumed average preprogram arrearage  
17 level of \$400 per participant,<sup>17</sup> and program administration costs equal to 4% of total  
18 program benefits.

19           Tables illustrating these assumptions, program costs, and program benefits are  
20 provided on the following page.

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<sup>16</sup> A 50% participation rate, particularly at the outset of program implementation, reflects a conservatively high estimate.

<sup>17</sup> Absent data from the Company on average residential arrearages, I incorporated an assumption of \$400 per participating customer, which I believe is a conservatively high estimate.

1

**Virginia Electric and Power Company PIPP Non-electric Heat Worksheet**

Target Burden: 5.0%		Average Pre-program Arrearage: \$400	# Participants: 53,896		Annual Expenditure: \$1,363	Program Administration (% of Arrearage Write- 4%)					
<b>Income Brackets, Households, Expenditures and Discounts</b>											
Selected Poverty Level (2-person Household)	Annual Household Income	# HH	Average Annual Electricity Expenditure	Target Burden	Expenditure @ Target Burden	\$ Annual Discount	\$ Monthly Discount	Percentage Discount	Total \$ Discount	Total \$ Program Administration	Total \$
50%	\$ 8,620	13,474	\$ 1,363	5.0%	\$ 431	\$ 932	\$ 78	68.4%	\$ 12,557,768	\$ 5,389,600	\$ 18,665,263
100%	\$ 17,240	13,474	\$ 1,363	5.0%	\$ 862	\$ 501	\$ 42	36.8%	\$ 6,750,474	\$ 5,389,600	\$ 12,625,677
125%	\$ 21,550	13,474	\$ 1,363	5.0%	\$ 1,078	\$ 286	\$ 24	20.9%	\$ 3,846,827	\$ 5,389,600	\$ 9,605,884
150%	\$ 25,860	13,474	\$ 1,363	5.0%	\$ 1,293	\$ 70	\$ 6	5.1%	\$ 943,180	\$ 5,389,600	\$ 6,586,091
Weighted Average Discount		42.0%									
Total Participants		53,896							\$ 24,098,249	\$ 21,558,400	\$ 47,482,915

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**Virginia Electric and Power Company PIPP Electric Heat Worksheet**

Target Burden: 8.0%		Average Pre-program Arrearage: \$400	# Participants: 48,240		Annual Expenditure: \$1,688	Program Administration (% of Arrearage Write- 4%)					
<b>Income Brackets, Households, Expenditures and Discounts</b>											
Selected Poverty Level (2-person Household)	Annual Household Income	# HH	Average Annual Electricity Expenditure	Target Burden	Expenditure @ Target Burden	\$ Annual Discount	\$ Monthly Discount	Percentage Discount	Total \$ Discount	Total \$ Program Administration	Total \$
50%	\$ 8,620	12,060	\$ 1,688	8.0%	\$ 690	\$ 998	\$ 83	59.1%	\$ 12,040,579	\$ 4,823,950	\$ 17,539,110
100%	\$ 17,240	12,060	\$ 1,688	8.0%	\$ 1,379	\$ 309	\$ 26	18.3%	\$ 3,724,089	\$ 4,823,950	\$ 8,889,961
125%	\$ 21,550	12,060	\$ 1,688	8.0%	\$ 1,724	\$ (36)	\$ (3)	0%	\$ 0	\$ 4,823,950	\$ 5,016,908
150%	\$ 25,860	12,060	\$ 1,688	8.0%	\$ 2,069	\$ (381)	\$ (32)	0%	\$ 0	\$ 4,823,950	\$ 5,016,908
Weighted Average Discount		25.8%									
Total Participants		48,240							\$ 15,764,669	\$ 19,295,800	\$ 36,462,887

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1 **Q. HAVE YOU ESTIMATED NON-PARTICIPANT BILL IMPACTS OF THE PIPP**  
2 **PROGRAM DESIGN YOU HAVE RECOMMENDED?**

3 A. Yes. I calculated rate-schedule-specific bill impact estimates using the customer, usage,  
4 and revenue information provided on page 304 of the Company's 2019 FERC Form 1  
5 filing. I derived the bill impact estimates by applying a uniform percentage of revenue  
6 adder to each listed rate schedule or tariff designation. The cost of implementing the PIPP  
7 program I have recommended, including administrative expenses, would represent 1.11%  
8 of 2019 revenues from sales, which would add an average of about \$1.44 per month to  
9 residential bills. A table reflecting these calculations is attached as Attachment JH-3.

10 **Q. HOW DOES THIS COMPARE TO THE COMPANY'S PROPOSAL?**

11 A. The cost of current bill reductions and arrearage retirement in the proposal I outline above,  
12 which assumes 50% participation, would be an estimated \$80,717,118. By comparison, the  
13 high end of the Company's Universal Service Fee, which assumes 100% participation, is  
14 \$88,338,528; assuming a more realistic participation rate of 50%, the Company's PIPP  
15 benefit cost would be about \$44,169,264.<sup>18</sup>

16 While I acknowledge that my proposal has a higher estimated benefit cost, the  
17 difference is driven primarily by the retirement of assumed preprogram past due balances  
18 of \$400 per participant. Arrearage management is critical to carrying out the statutory  
19 objectives of the PIPP program, but the Company did not include this component.  
20 Moreover, my assumption is conservatively high, meaning the actual cost of arrearage  
21 management will likely be lower. Absent data from the Company, I conservatively

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<sup>18</sup> See Proposal at 9.

1 assumed each participant will have preprogram past due balances of \$400 per participant.  
2 Actual average arrearage of prospective participants is likely considerably lower than \$400.  
3 As the Company begins implementation and gathers usable arrearage information, this cost  
4 will likely decrease.

5 Nonetheless, it is beyond dispute that the electricity burden reduction *benefits* of an  
6 arrearage write-down program component are substantial, and will enhance opportunities  
7 for those most susceptible to the ill-effects of involuntary loss of service to retain access to  
8 service without foregoing other necessities.

9 **Q. WHAT IS THE ROLE OF ENERGY EFFICIENCY IN PROVIDING FOR**  
10 **ELECTRICITY BILL AFFORDABILITY AND HOME ENERGY SECURITY?**

11 A. Comprehensive low-income energy efficiency programs provide the cornerstone of low-  
12 income home energy security. Effective low-income efficiency programs deliver detailed  
13 home energy assessments, heating and cooling system repair or replacement, cost-effective  
14 building envelope improvements, and replacement of inefficient lighting and appliances.  
15 For low-income households, these services and improvements should be delivered at no  
16 up-front or repayment cost to the participant, maximizing the energy savings cash flow  
17 benefits stemming from these measures and contributing to increased affordability of home  
18 energy services. In addition, effective, comprehensive, deep retrofit efficiency programs  
19 improve indoor air quality while helping cash-strapped utility consumers maintain healthy  
20 indoor temperatures. When offered in conjunction with meaningful bill payment  
21 assistance, a low-income household has a much higher likelihood of retaining access to  
22 essential utility service at a more affordable cost than would be the case in the absence of  
23 such programs.

1 Consistent with the energy efficiency and weatherization objectives outlined in the  
2 PIPP authorization statute, I recommend that the Commission direct the Company to file in  
3 the next PIPP-related docket a report delineating the extent to which such programming  
4 currently exists and is available to low-income customers in the Company's service  
5 territory.

6 **V. Summary and Recommendations**

7 **Q. PLEASE SUMMARIZE YOUR RECOMMENDATIONS TO THE COMMISSION.**

8 A. My recommendations to the Commission are as follows:

- 9 • Approve a rider mechanism that allows for full cost recovery under a broad range  
10 of program participation levels and program design options; and  
11 • Approve a Universal Service Fee following my recommendation that, among  
12 other changes: (i) caps payments at 5% of household income for non-electric  
13 heating participants and 8% for electric heating participants and (ii) allows for  
14 recovery of costs associated with a robust arrearage write-down program element.

15 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

16 A. Yes.

# Attachment JH-1

JOHN G. HOWAT

200910075

PROFESSIONAL EXPERIENCE

**Senior Energy Policy Analyst: National Consumer Law Center.** 1999 - Present Boston, MA

- Advocate for enhanced low-income home energy security with particular focus on energy and utility economics, technologies and regulation
- Manage broad range of state and national low-income energy advocacy projects
- Provide expert testimony on low-income energy and utility issues before state regulatory agencies
- Support the enhancement of advocacy capacity of a national network of low-income program delivery and policy organizations through targeted advice and assistance, trainings, and maintenance of communications networks
- Track technology, economic, programmatic, regulatory and policy developments pertaining to low-income access to energy and utility service
- Provide state and federal legislative services on behalf of low-income advocates and clients
- Develop reports and publications; coordinate and present low-income energy advocacy perspectives at national energy conferences

**Sole Proprietor: John Howat Associates.** 1995 - 1999 Boston, MA

- Conducted market and economic analysis, analysis of customer energy consumption and load profiles, development of power supply requests for proposals, and analysis of utility rates, assets and power purchase contracts.
- Provided Legislative and Regulatory representation
- Provided communications planning and program implementation
- Registered Massachusetts Energy Broker

**Resource Planning Economist: Massachusetts Department of Public Utilities.** 1991 - 1995 Boston, MA

- Participated in adjudication and settlement proceedings pertaining to electric utility resource planning.
- Conducted technical analysis in conjunction with development of regulatory review policies.
- Prepared and conducted discovery and cross examinations of witnesses.
- Drafted Orders, Decisions, and internal communications.
- Acted as liaison to various public and private sector organizations.

**Massachusetts State Legislature.** 1985 - 1991 Boston, MA

Research Director: Joint Committee on Energy. 1991

- Directed all committee legislative activities.
- Hired, trained and supervised research and support staffs.
- Conducted legal research and quantitative analysis leading to development of new legislation.
- Worked with Committee Chairmen, rank and file legislators, lobbyists, members of the public and the press.

Legislative Director: State Senator Sal Albano. 1988 - 1990

- Coordinated all legislative and budgetary activities for Senate Chairman of the Joint Committees on Education and Public Safety, including drafting of legislation, amendments and budgetary proposals, and supervision of legislative aides and interns.
- Advised the Senator on policies and programs related to education, health care, human services, housing, the environment, public safety, and taxation.
- Coordinated public relations, including drafting of press releases and answering press inquiries.
- Developed a legislative tracking system.
- Wrote briefing materials for debates and public presentations.

Senior Legislative Research Analyst: Joint Committee on Energy. 1985 - 1988

- Conducted research and analysis of legislation before the committee.
- Drafted new legislation relative to energy efficiency programs and policies, non-utility generation, low-income energy programs, utility rates, municipal utilities, and the "Bottle Law."

**Executive Director: Association of Massachusetts Local Energy Officials. 1982 - 1985 Boston, MA**

- Promoted, monitored and evaluated four statewide institutional energy conservation programs as a consultant to the Mass. Municipal Assn. and the Mass. Executive Office of Energy Resources.
- Wrote and negotiated grant proposals.
- Conducted member recruitment, fund raising and financial management.
- Produced, edited and contributed to quarterly newsletters distributed statewide.
- Organized workshops and conferences for public sector energy managers.

**Teaching Assistant: Tufts University Graduate Department of Urban and Environmental Policy. 1983 - 1984 Medford, MA**

- Conducted graduate workshops in financial analysis and management of local governments and non-profit organizations.
- Subject matter included cash flow, net present value, internal rate of return, business planning and benefit/cost analyses with emphasis on externalities and non-quantitative values.

**Legislative Aide: Washington State Senator King Lysen. 1981 - 1982 Olympia, WA**

- Conducted inquiry into energy consumption, rate structures and taxation of Direct Service Industrial customers of energy suppliers and brokers in the Pacific Northwest.
- Coordinated media relations and production of constituent newsletters.

**County Coordinator/Research Analyst: "Don't Bankrupt Washington" Campaign. 1981 Olympia, WA**

- Conducted analysis of economic impacts to electric utility ratepayers caused by cost overruns on five Washington Public Power Supply System nuclear power plants.
- Served as Thurston County Coordinator of the organization that sponsored Initiative Measure No. 394, requiring voter approval for bonding of public energy facilities.
- Conducted fund raising activities, coordinated the efforts of 30 volunteers, and waged an effective voter turnout campaign.

**EDUCATION****Master of Urban and Environmental Policy. Tufts University. Graduate Department of Urban and Environmental Policy. Medford, Massachusetts. January, 1984.**

Areas of Study: Community Energy Planning, Energy Economics, Housing Policy, Community Economic Development, Communications Methods, Financial Analysis and Management, Research Methods, Statistical Analysis, and various computer applications.

**Bachelor of Arts. The Evergreen State College. Olympia, Washington. June, 1981.**

Areas of Study: Economics, Political Science, American and European History.

**John Howat Regulatory Commission Testimony and Comment Experience**

<b>Case Name/Docket</b>	<b>Client</b>	<b>Topic</b>	<b>Jurisdiction</b>	<b>Date</b>
Docket No. 32953 - Alabama Power Company	Energy Alabama and Gasp	Direct Testimony - Affordability of residential electricity service	Alabama	Dec-19
Cause No. 45253 - Duke Energy Indiana	Indiana Citizens Action Coalition, Indiana Community Action Association, Environmental Working Group	Direct Testimony - Low-income affordability program, credit and collections data reporting	Indiana	Oct-19
D.P.U. 18-150 - National Grid	Massachusetts Energy Directors Association	Direct Testimony - Transportation Electrification, Rate Design	Massachusetts	Mar-19
Docket No. 2018-318-E - Duke Energy Progress	Southern Environmental Law Center, NAACP, South Carolina Coastal Conservation League	Direct Testimony - Rate design, low-income energy efficiency and affordability programs	South Carolina	Mar-19
Cause No. 45159 - Northern Indiana Public Service Company	Citizens Action Coalition of Indiana	Direct Testimony - Rate design, low-income affordability program, credit and collections data reporting	Indiana	Feb-19
Docket No. 2018-319-E - Duke Energy Carolinas	Southern Environmental Law Center, NAACP, South Carolina Coastal Conservation League	Direct Testimony - Rate design, low-income energy efficiency and affordability programs	South Carolina	Feb-19
Docket No. 18-1008/1009 - Ameren Illinois Company	Illinois Attorney General's Office	Rebuttal Testimony - Prepaid utility service	Illinois	Nov-18
Docket No. 18-1008/1009 - Ameren Illinois Company	Illinois Attorney General's Office	Direct Testimony - Prepaid utility service	Illinois	Sep-18
D.P.U. 18-40 - The Berkshire Gas Company	Massachusetts Low-Income Weatherization and Fuel Assistance Program Network and the Massachusetts Energy Directors Association	Direct Testimony - General rate case, low-income discount rate	Massachusetts	Sep-18

D.P.U. 18-45 - Bay State Gas Company d/b/a Columbia Gas of Massachusetts	Massachusetts Low-Income Weatherization and Fuel Assistance Program Network and the Massachusetts Energy Directors Association	Direct Testimony - General rate case, low-income discount rate	Massachusetts	Aug-18
Case No. 18-00043-UT - Public Service Company of New Mexico	New Mexico Coalition for Clean Affordable Energy	Direct Testimony - Rate design	New Mexico	Aug-18
Cause No. 45029 - Indianapolis Power & Light Company	Citizens Action Coalition of Indiana, Indiana Coalition for Human Services, Indiana Community Action Association, Sierra Club	Direct Testimony - Rate design	Indiana	May-18
Docket No. 17-0837 - Commonwealth Edison Company	Illinois Attorney General's Office	Direct Testimony - Prepaid utility service	Illinois	Mar-18
D.P.U. 17-170 - Boston Gas Company, Colonial Gas Company, each d/b/a National Grid	Massachusetts Low-Income Weatherization and Fuel Assistance Program Network and the Massachusetts Energy Directors Association	Direct Testimony - General rate case, low-income discount rate	Massachusetts	Mar-18
Docket No. E-7, Sub 1146 - Duke Energy Carolinas	Southern Environmental Law Center, North Carolina Justice Center, North Carolina Housing Coalition, Natural Resources Defense Council, and Southern Alliance for Clean Energy	Direct Testimony - General rate case, rate design, affordable payment program	North Carolina	Jan-18
Cause No. 44967 - Indiana Michigan Power Company	Citizens Action Coalition of Indiana, Indiana Coalition for Human Services, Indiana Community Action Association, Sierra Club	Direct Testimony - Rate design, affordable payment program	Indiana	Nov-17
Docket No. E-2, Sub 1142 - Duke Energy Progress	Southern Environmental Law Center, North Carolina Justice Center, North Carolina Housing Coalition, Natural Resources Defense Council, and Southern Alliance for Clean Energy	Direct Testimony - General rate case, rate design, affordable payment program	North Carolina	Oct-17

jhowat@nclc.org  
617-542-8010



Docket No. P-2016-2572033 - RECO Energy Company's plan for an advanced payments program and petition for waiver of a portion of the Commission's regulations	Pennsylvania Office of Consumer Advocate	Surrebuttal Testimony - Prepaid utility service	Pennsylvania	Aug-17
Docket No. P-2016-2572033 - RECO Energy Company's plan for an advanced payments program and petition for waiver of a portion of the Commission's regulations	Pennsylvania Office of Consumer Advocate	Rebuttal Testimony - Prepaid utility service	Pennsylvania	Jul-17
Docket No. P-2016-2572033 - RECO Energy Company's plan for an advanced payments program and petition for waiver of a portion of the Commission's regulations	Pennsylvania Office of Consumer Advocate	Direct Testimony - Prepaid utility service	Pennsylvania	Jun-17
D.P.U 15-155 - Massachusetts Electric Company, Nantucket Electric Company, each d/b/a National Grid	Massachusetts Low-Income Weatherization and Fuel Assistance Program Network	Direct Testimony - low-income discount rate, rate design, net energy metering and solar renewable energy credits	Massachusetts	Mar-16
Cause No. 44688 - Northern Indiana Public Service Company	Citizens Actions Coalition of Indiana and the Environmental Law & Policy Center	Direct Testimony - General rate case - rate design, affordability program, credit and collections data reporting	Indiana	Jan-16
Case No. 15-00261-UT - Public Service Company of New Mexico	New Mexico Coalition for Clean Affordable Energy	Direct Testimony - Rate design, affordable payment program, credit and collections data collection and reporting	New Mexico	Jan-16
6690-UR-124 - Wisconsin Public Service Corporation	Wisconsin Community Action Program Association	Comment - Rate design	Wisconsin	Oct-15

jhowat@nclc.org  
617-542-8010

Cause No. 44576 - Indianapolis Power and Light Company	Citizens Actions Coalition of Indiana, Indiana Association for Community and Economic Development, Indiana Coalition of Human Services, Indiana Community Action Association, Indiana NAACP, and National Association of Social Workers Indiana Chapter	Direct Testimony - energy affordability program, rate design	Indiana	Jul-15
05-UR-107 - Wisconsin Electric Power Company and Wisconsin Gas Company	Wisconsin Community Action Program Association	Comment - Rate design	Wisconsin	Oct-14
3270-UR-120 - Madison Gas and Electric Company	Wisconsin Community Action Program Association	Comment - Rate design	Wisconsin	Oct-14
6690-UR-123 - Wisconsin Public Service Corporation	Wisconsin Community Action Program Association	Comment - Rate design	Wisconsin	Sep-14
Docket 14-05004 - Nevada Energy Company	Nevada Bureau of Consumer Protection	Direct Testimony - Prepaid utility service	Nevada	Aug-14
D.P.U. 14-04 - Investigation into time-varying rates	NCLC's low-income clients	Comment - Rate design, regulatory consumer protections	Massachusetts	Mar-14
Docket No. 4450 - Rules and regulations governing the termination of residential electric and natural gas service	George Wiley Center	Comment - Regulatory consumer protections	Rhode Island	Dec-13
Application 11-10-002 - San Diego Gas and Electric Company For Authority To Update Marginal Costs, Cost Allocation, And Electric Rate Design	National Consumer Law Center's low-income clients, The Utility Reform Network, Center for Accessible Technology, Greenlining Institute	Direct Testimony - Prepaid utility service	California	Jun-12
Rulemaking 09-11-014 - Rulemaking to Examine the Commission's Post-2008 Energy Efficiency Policies, Programs, Evaluation, Measurement, and Verification, and Related Issues	NCLC's low-income clients	Comment - Energy efficiency financing	California	Feb-12

jhowat@nclc.org  
617-542-8010

Rulemaking 09-11-014 - Rulemaking to Examine the Commission's Post-2008 Energy Efficiency Policies, Programs, Evaluation, Measurement, and Verification, and Related Issues	NCLC's low-income clients	Reply Comment - Energy efficiency financing	California	Feb-12	
Docket Nos. UE-111048 and UG-111049 - Puget Sound Energy	The Opportunity Council	Direct Testimony - Bill payment assistance, home energy affordability	Washington	Dec-11	
R-10-02-005 - Rulemaking to address the issue of customers' electric and natural gas service disconnection	NCLC's low-income clients	Comments - Regulatory consumer protections	California	Sep-10	
Docket No. 7535 - Petition of AARP for the establishment of reduced rates for low-income consumers of Green Mountain Power Corporation and Central Vermont Public Service Corporation; and as expanded to possibly include general applicability to all Vermont retail electric utilities	AARP Vermont	Rebuttal Testimony - Bill payment assistance Direct Testimony - Advanced meter consumer protections	Vermont	Jun-10	
Docket 10-02009 - Nevada Energy	Washoe County Senior Law Project	consumer protections	Nevada	Apr-10	

jhowat@nclc.org  
617-542-8010

R-10-02-005 - Rulemaking to address the issue of customers' electric and natural gas service disconnection	NCLC's low-income clients	Opening Comment - Regulatory consumer protections	California	Mar-10
Docket No. 06-0703 - Rulemaking IL Admin. Code - Part 280	South Austin Community Council and Community Action for Fair Utility Practice	Direct Testimony - Regulatory consumer protections	Illinois	Jan-10
Project No. 35533	NCLC's low-income clients	Comment - Prepaid utility service	Texas	Jan-10
Cause No. 43669 - Citizens Gas, Northern Indiana Public Service Company, and Vectren Energy Delivery	AARP and Citizens Action Coalition	Direct Testimony - Bill payment assistance, home energy affordability	Indiana	Sep-09
Docket No. 7535 - Petition of AARP for the establishment of reduced rates for low-income consumers of Green Mountain Power Corporation and Central Vermont Public Service Corporation; and as expanded to possibly include general applicability to all Vermont retail electric utilities	AARP Vermont	Direct Testimony - Bill payment assistance	Vermont	Sep-09
D.P.U. 09-34 - Western Massachusetts Electric Company	Low Income Weatherization and Fuel Assistance Network	Comment - Prepaid utility service	Massachusetts	Jun-09
Case No. ER-2008-0318 - Ameren UE	AARP	Surrebuttal Testimony - Hot weather safety program	Missouri	Nov-08
Case No. ER-2008-0318 - Ameren UE	AARP	Direct Testimony - Hot weather safety program	Missouri	Aug-08
D.T.E./D.P.U. 07-30 - Petition of the Attorney General for an Oversight Investigation of the Proposed Merger of National Grid and Keyspan	Low-Income Weatherization and Fuel Assistance Program Network and Massachusetts Energy Directors Association	Supplemental Direct Testimony - Customer service and regulatory consumer protections	Massachusetts	Nov-07

jhowat@nclc.org  
617-542-8010

D.T.E./D.P.U. 07-30 - Petition of the Attorney General for an Oversight Investigation of the Proposed Merger of National Grid and Keyspan	Low-Income Weatherization and Fuel Assistance Program Network and Massachusetts Energy Directors Association	Direct Testimony - Customer service and regulatory consumer protections	Massachusetts	Nov-07
CASE NO. PAC- 07-5 - Rocky Mountain Power	Community Action Partnership of Idaho	Direct Testimony - Collection agency costs, credit and collection rules	Idaho	Sep-07
Docket No. P- 00062240 - Equitable Gas company for Approval to Increase the Level of Funding for its Customer Assistance Program and to Implement an Adjustable Rate Mechanism to Recover Associated Expenses Concerning Universal Service and Energy Conservation Plan Costs	Pennsylvania Utility Law Project	Surrebuttal Testimony - Low Income affordability programs	Pennsylvania	May-07
Docket No. P- 00062240 - Equitable Gas company for Approval to Increase the Level of Funding for its Customer Assistance Program and to Implement an Adjustable Rate Mechanism to Recover Associated Expenses Concerning Universal Service and Energy Conservation Plan Costs	Pennsylvania Utility Law Project	Rebuttal Testimony - Low Income affordability programs	Pennsylvania	May-07
Docket No. P- 00062240 - Equitable Gas company for Approval to Increase the Level of Funding for its Customer Assistance Program and to Implement an Adjustable Rate Mechanism to Recover Associated Expenses Concerning Universal Service and Energy Conservation Plan Costs	Pennsylvania Utility Law Project	Direct Testimony - Low Income affordability programs	Pennsylvania	Apr-07

jhowat@nctc.org  
617-542-8010

Project No. 33814 - Rulemaking concerning prepaid retail electric service	AARP	Reply Comment - Prepaid electric service	Texas	Mar-07
Docket No. D-06-13 - Petition of Narragansett Electric Company and Southern Union Gas Company for Purchase and Sale of Assets	George Wiley Center	Direct Testimony - Merger impact mitigation	Rhode Island	Jun-06
Docket No. 06-0202 - Petition to Initiate Rulemaking with Notice and Comments for Approval of Certain Amendments to Illinois Administrative Code Part 280	South Austin Community Council and Community Action for Fair Utility Practice	Direct Testimony - Regulatory consumer protections	Illinois	Apr-06
Docket No. 3696 - New England Gas Company	George Wiley Center	Direct Testimony - General rate case - mitigation of low-income rate and bill impacts	Rhode Island	Oct-05
Docket 05-0237 - Petition to Initiate Rulemaking with Notice and Comments for Approval of Certain Amendments to Illinois Administrative Code Part 280	South Austin Community Council and Community Action for Fair Utility Practice	Direct Testimony - Regulatory consumer protections	Illinois	Jun-05
Docket No. 04-5003 - Nevada Power Company	Nevada Bureau of Consumer Protection	Direct Testimony - Prepaid utility service	Nevada	Jun-04
Docket No. R-00049255 - PPL Universal Service Programs	Commission on Economic Opportunity	Direct Testimony - Universal service programs	Pennsylvania	Jun-04
Docket No. UID-97-5 - Entergy New Orleans' and Entergy Louisiana's Electric and Natural Gas Service Regulations, Policies and Standards	Alliance for Affordable Energy, Louisiana Environmental Action Network, League of Women Voters of New Orleans, Pax Christi, and Bread for the World	Direct Testimony - Regulatory consumer protections	New Orleans City Council	Jul-00

jhowat@nclc.org  
617-542-8010

# Attachment JH-2



**Public Utilities  
Commission**

200910075

# **Energy Assistance Resource Guide**

## **2019–2020**

- PIPP Plus
- Graduate PIPP Plus
- Winter Reconnect Order
- Energy Assistance Programs
- Payment Plans
- Disconnect and Reconnect Procedures



200910075

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## GENERAL PIPP PLUS INFORMATION

### 1. What is PIPP Plus?

The Percentage of Income Payment Plan or PIPP Plus is an extended payment arrangement that requires regulated gas and electric companies to accept payments based on a percentage of the household income for those customers who are at or below 150% of the federal income guidelines. The PIPP Plus payment amount is based on the household's countable income received during the previous 30 days.

- If a gas customer qualifies for PIPP Plus, he or she would pay 6% of the household's current gross monthly income to the gas company or a minimum of ten dollars, whichever is greater, year-round.
- If electricity is not the primary heat source, a customer pays 6% of the household's current gross monthly income to the electric company or a minimum of ten dollars, whichever is greater, year-round.
- The customer of an all-electric household pays 10% of the household's monthly income or a minimum of ten dollars, whichever is greater, year-round.
- A customer served by Duke who has a gas heating account and an electric baseload account would pay 12% (6% gas, 6% electric) of the monthly household income or \$10 per utility whichever is greater, year-round.
- A customer served by Duke Energy with an all electric home will pay 10% of the monthly household income or \$10, whichever is greater, year-round.

The Development Services Agency (ODSA), Office of Community Assistance (OCA), administers PIPP Plus for electric customers statewide. The Public Utilities Commission of Ohio (PUCO) created the PIPP Plus gas rules in PUCO case number 08-723-AU-ORD. Development created electric PIPP Plus rules in Chapter 122:5-3, Ohio Administrative Code (O.A.C.).

A PIPP Plus customer is also required to apply for all public energy assistance and weatherization programs for which he/she is eligible. PIPP Plus customers must apply for the regular Home Energy Assistance Program (HEAP) and the Home Weatherization Assistance Program (HWAP).



**2. How does one qualify for PIPP Plus?**

In order to qualify for PIPP Plus, a customer must:

- (A) Receive his or her gas heat or electric service from a company regulated by the PUCO;
- (B) Apply for all energy assistance and weatherization programs for which he or she is eligible; and
- (C) Have a total household income which is at or below 150% of the federal income guidelines.

**PIPP PLUS INCOME GUIDELINES  
150% Federal Income Guidelines 2019-2020**

<u>SIZE OF HOUSEHOLD</u>	<u>12-Month Income Limit</u>	<u>30-Day Income Limit</u>
1- Person	\$ 18,735.00	\$ 1,539.86
2- Persons	\$ 25,365.00	\$ 2,084.79
3- Persons	\$ 31,995.00	\$ 2,629.73
4- Persons	\$ 38,625.00	\$ 3,174.66
5- Persons	\$ 45,255.00	\$ 3,719.59
6- Persons	\$ 51,885.00	\$ 4,264.52

Households with more than six members add \$544.93 or \$6,630/yr. for each additional member.

**Winter Crisis and Regular HEAP Income Guidelines  
175% Federal Income Guidelines 2019-2020**

<u>SIZE OF HOUSEHOLD</u>	<u>12-Month Income Limit</u>	<u>30-Day Income Limit</u>
1- Person	\$ 21,857.50	\$ 1,796.51
2-Persons	\$ 29,592.50	\$ 2,432.26
3- Persons	\$ 37,327.50	\$ 3,068.01
4- Persons	\$ 45,062.50	\$ 3,703.77
5- Persons	\$ 52,797.50	\$ 4,339.52
6- Persons	\$ 60,532.50	\$ 5,611.03

Households with more than six members add \$635 or \$7,735/yr. for each additional member.

### 3. Heating sources

**Rule 122:5-3-01, O.A.C.**

- “Electrically heated” residence means a residence for which the primary source of heating is an electric appliance such as an electric furnace, heat pump, or electric baseboard heater.
- Electric “baseload” means a residence for which electricity is not the primary source of heat.

**Rule 4901:1-18-13(A) (1), O.A.C.**

Gas PIPP Plus is only available to customers who heat with natural gas. (The Duke Energy Ohio hybrid plan is an exception to this statement.)

#### **Examples**

If a customer has a gas furnace with an electric thermostat or blower, the primary source of heat would be gas and the electric service is considered baseload. The customer would pay a monthly installment based on 6% of the household income for gas service and a monthly installment based on 6% of the household income for electric service.

If a customer has both natural gas space heaters and electric space heaters, but the natural gas heaters are used to heat the largest portion of the residence, the primary source of heat would be gas. The customer would pay a monthly installment based on 6% or a minimum of \$10, (whichever is greater) of the household income for gas service and a monthly installment based on 6% of the household income for electric service.

A customer has an unregulated source of heat (fuel oil, propane, wood, electric co-op) and a regulated source of heat which is used to heat the largest portion of the residence. This customer receives regular HEAP benefits for the regulated source of heat. In that instance, the customer is eligible for PIPP Plus for the regulated utility. The customer would pay a monthly installment based on 6% or a minimum of \$10, (whichever is greater) of the household income, or a minimum of \$10, whichever is greater for the regulated source of heat.

#### 4. How does a customer sign up for PIPP Plus?

- Individuals who are applying for PIPP Plus for the first time must go to the local HEAP Agency.
- Customers who need to reverify their household income and size can do so the following ways:
  - Online at [www.energyhelp.ohio.gov](http://www.energyhelp.ohio.gov)
  - Download and complete an Energy Assistance application by going to [www.development.ohio.gov](http://www.development.ohio.gov)
- *Mail completed applications with documentation to:*  
Ohio Development Services Agency  
P. O. Box 1240  
Columbus, OH 43216
- If applying by mail, customers must submit proof of income documentation as required by ODSA (See Appendix B for income documentation).
- Mailed applications will not be accepted for first time PIPP Plus enrollees.
- Mailed applications will not be accepted for households claiming zero income. All applicants who claim zero income must apply for assistance in person at the local HEAP agency.
- For the mail-in application process, companies may also require that every adult member of the household sign a statement affirming that the information on the application is true and giving the company permission to verify the information provided.
- The customer must also apply for all energy assistance and weatherization programs for which he or she is eligible.

5. **What is the percentage of income amount paid by a natural gas customer?**

PIPP Plus customers who use natural gas to heat the largest portion of their residence will pay 6% of their monthly household income or \$10, whichever is greater, year-round.

6. **What is the percentage of income amount paid by an electric customer?**

PIPP Plus customers who use electric as baseload will pay 6% of their monthly household income or \$10, whichever is greater, year-round.

PIPP Plus customers who use electric as their primary heating source will pay 10% of their monthly household income or \$10, whichever is greater year-round.

7. **What is the minimum amount that a customer can pay on PIPP Plus?**

A customer who is determined zero income must pay a \$10 minimum installment. **All applicants who claim zero income** must apply for assistance in person at the local HEAP agency.

8. **What if the household income or size changes?**

The customer must report income changes to the local HEAP provider or OCA within 30 days. If the household income decreases, this will lower the PIPP Plus installment amount. If the household income increases, the customer's PIPP Plus installment amount will increase. Electric and gas companies must accept the income as reported by OCA.

9. **What if the household's income rises above 150% of the federal income guidelines?**

If the household's income rises above 150% of the federal income guidelines, the customer becomes ineligible for PIPP Plus. Graduate PIPP Plus is available to customers who are no longer income eligible for PIPP Plus. The customer must be current with PIPP Plus installments to join Graduate PIPP Plus; therefore, the customer has one billing cycle to make up missed PIPP Plus payments (the grace period). The customer's eligibility begins no later than the end of the grace period. **(See Graduate PIPP Plus Section).**

**10. What are the benefits of PIPP Plus?**

- PIPP Plus customer bills will be adjusted for the difference between the required installment payment and the current month's utility charges.
- Customers will earn 1/24<sup>th</sup> credit on the arrearage for on-time and in-full payments.
- No deposit or late fees will be applied to the account.

**11. When can a customer enroll on PIPP Plus?**

Customers may enroll on PIPP Plus at any time. However, before enrolling on PIPP Plus, the customer must have utility service in his/her name. The customer must then meet the income guidelines for PIPP Plus.

**12. When is the first PIPP Plus installment due?**

The first PIPP Plus installment is owed to the company by the due date of the current bill. If the due date of the current bill has passed and the customer has not made a payment the customer will be required to make two installment payments by the due date of the next bill (one installment will be applied to the past due bill, and one installment will cover the current installment amount due).

**13. What is considered an on-time payment?**

For the purpose of applying incentive credits, the PIPP Plus installment payment must be received by the utility company prior to the date that the next bill is issued.

**14. What happens if the PIPP Plus installment is not received by the due date?**

If the installment payment is not received before the next month's bill is issued; the customer is not eligible to receive the incentive credit (the difference between the required installment payment and the current month's utility charges). Also, the customer will not receive the 1/24<sup>th</sup> credit for the month.

15. **If a customer makes multiple payments in one billing cycle equal to the amount of the PIPP Plus installment, will the customer receive an arrearage credit?**

Yes, as long as the total of all payments made during the billing cycle equal the PIPP Plus installment and is paid prior to the date that the next bill is issued.

16. **Will the utility company change the due date for the customer?**

No, the utility company is not obligated to change the due date for a customer; some utility companies may be willing to adjust the due date so customers can meet their payment obligations and receive credits.

17. **May the utility company charge a PIPP Plus customer a security deposit?**

Utilities are not permitted to charge PIPP Plus customers a security deposit. Any deposit paid by a customer prior to enrolling in PIPP Plus shall be credited to the customer's outstanding arrearage.

18. **How much does an income eligible PIPP Plus customer with an arrearage have to pay to get service at a new address if the most recent PIPP Plus account has been finalized?**

The customer will be required to pay any missed payments (which may include actual bill charges), including previous PIPP Plus installments which would have been due for the months the customer is disconnected from service. The amount owed shall not exceed the amount of the customer's arrearages.

During the winter heating season, PIPP Plus customers may utilize the winter reconnect order to have service restored for a maximum of \$175.00. (See **Special Reconnection Procedures**).

19. **If a customer is on another type of payment plan, is he or she still eligible for PIPP Plus?**

Yes, if the customer meets the eligibility requirements of PIPP Plus, he or she may enroll on PIPP Plus at any time. The customer will not be required to complete the terms of the previous payment arrangement or be current on the previous arrangement to go on PIPP Plus. If the customer has PIPP Plus default, the PIPP Plus default needs to be paid prior to re-enrolling on PIPP Plus.

20. **May the company pursue collections from the PIPP Plus customer for his or her arrearages?**

**Yes**, the arrearages are a legal debt. The company may use any standard means of collection after a judgment is obtained from a court, such as the garnishment of wages or the placing of a lien on the customer's property. The company may also turn the debt over to a collection agency. The company may *not* disconnect service to collect the arrearage as long as the customer remains current on the PIPP Plus plan.

21. **If a customer overpays his or her PIPP Plus installment one month, will it be credited to the next month's payment?**

**Gas: No**, any overpayments of installments are used to offset the arrearage balance. Gas utilities may review any overpayments made by a customer on a case by case basis and may apply the overpayment toward a future installment as a courtesy.

**Electric: Yes**, any overpayments of installments are applied to future installments once any missed installments have been cured. An overpayment made by the customer will be eligible for an incentive credit for the month. **(Duke will follow the electric practice.)**

22. **Can the company refuse to transfer service if the customer has a PIPP Plus default?**

**Yes**, the customer must cure any PIPP Plus default (customer is not required to pay the entire account balance) in order to transfer service. If the customer has reverified his/her income within the last 12 months and the installments are current, the PIPP Plus account balance shall transfer to the new address.

23. **Does a customer have to go on PIPP Plus for both gas and electric service if the customer needs the plan for only one of them?**

**No**, a customer may elect to go on PIPP Plus for gas or electric or both. Gas PIPP Plus is only available to customers who heat with natural gas.

24. Are gas and electric companies regulated by the PUCO the only companies required to offer PIPP Plus?

Yes, only companies regulated by the Commission are required to offer PIPP Plus. Non-regulated utilities may offer PIPP Plus, but they are not required by law to do so. (Some small gas companies may continue to offer the old PIPP Plan. (See Appendix C for details).

25. Are PIPP Plus customers allowed to choose a Certified Retail Natural Gas Supplier (CRNGS) or Certified Retail Electric Supplier (CRES)?

No, PIPP Plus customers can not choose a supplier (CRNGS, CRES) on an individual basis.

26. Are PIPP Plus customers eligible for a governmental aggregation program?

No, PIPP Plus customers must continue to pay the installment amount based upon the total household income as determined by the HEAP Provider or OCA, however PIPP Plus customers will see overall lower bills, which will reduce their total arrearages.

27. What happens if a customer who is with a supplier (CRNGS or CRES) wants to enroll in PIPP Plus?

When the HEAP Provider enrolls a customer in PIPP Plus and notifies the electric distribution utility (EDU) or the local distribution company (LDC) of the enrollment, the utility will then notify the supplier of the change. However, it is strongly advised that the customer also notify the supplier of the change. The change will take place within one or two billing cycles after the EDU/LDC enrolls the customer in PIPP Plus.

**Note:** The supplier may charge a cancellation fee if allowed per contract.

28. Can a customer who is with a supplier (CRNGS or CRES) receive energy assistance?

Yes, customers who are with a supplier but meet the income eligibility guidelines can still receive energy assistance (WCP, SCP, HEAP, and fuel funds). Energy



assistance payments will go to the regulated utility company to be applied to the customer's account.

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### CREDIT BALANCE

29. **What happens if a PIPP Plus or Graduate PIPP Plus customer's account becomes a credit balance?**

In order to remain on PIPP Plus or Graduate PIPP Plus the customer must continue to make his/her installment payments.

30. **Will the customer earn incentive credits if there is a credit balance on the account?**

**No**, the customer will no longer earn incentive credits until the account balance is no longer a credit. The difference between the current usage and the installment is reduced from the credit balance.

31. **Can the credit balance be used in lieu of making installment payments?**

**No**, if the customer would like to remain on PIPP Plus or Graduate PIPP Plus he/she must make the required installment payments.

32. **Can the customer request a refund of the credit balance?**

**Yes**, the customer can request a refund of the credit balance. The utility company will review the account to ensure that the credit balance is not a result of incentive credits. If the credit balance is not a result of incentive credits, the customer will be eligible for a refund. In order to receive a refund of the credit balance the account will be removed from PIPP Plus. The utility company should inform the customer of the availability of a more suitable payment plan option. (See **PIPP Plus Re-enrollment Section**).

33. Does the account have to be removed from PIPP Plus if the customer requests a refund of the credit balance?

Yes, if the customer requests a refund of the credit balance, the company will remove the account from PIPP Plus. (See PIPP Plus Re-enrollment Section)

34. Can the customer re-enroll on PIPP Plus after the credit balance has been refunded?

Yes, as long as the customer meets the income guidelines for PIPP Plus he/she can re-enroll on PIPP Plus. However, if the customer re-enrolls on PIPP Plus within 12-months he/she will be required to make up installment payments. Please see PIPP Plus Re-enrollment Section.

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#### GRADUATE PIPP PLUS and POST PIPP PLUS

35. What is Graduate PIPP Plus?

Graduate PIPP Plus allows customers who are no longer eligible to participate in PIPP Plus as a result of an increase in the household income or a change in the household size to continue to receive a reduction in their outstanding arrearages in return for making timely payments. PIPP Plus customers who choose to no longer participate in PIPP Plus can also join Graduate PIPP Plus. Customers must be current on all PIPP Plus payments to enroll in Graduate PIPP Plus. **Graduate PIPP Plus is a 12-month payment plan.**

36. What are the benefits of Graduate PIPP Plus?

- Graduate PIPP Plus customers will receive arrearage reduction for on-time and in-full payments.
- Customer will earn 1/12<sup>th</sup> credit on the arrearage.
- Graduate PIPP Plus customer bills will be adjusted for the difference between the required installment payment and the current month's utility charges.
- No deposit or late fees will be applied to the account.

**37. How much is a Graduate PIPP Plus customer required to pay?**

Graduate PIPP Plus customers will be placed on a Transition Installment Amount (TIA). The TIA payment is based on the customer's most recent PIPP Plus installment plus a budget plan amount (established by the utility company) divided by two.

Example: \$ 30 (PIPP Plus installment)  
           \$ 110 (Budget Plan Amount)  
           \$ 140/2 = \$70 (Monthly Graduate PIPP Plus installment (TIA))

**38. How does a customer enroll on Graduate PIPP Plus?**

A customer who is income ineligible (or no longer wishes to participate) and has an arrearage will automatically be enrolled (via a nightly file sent from OCA to the utility company) on Graduate PIPP Plus at the time of reverification. A customer must be current on all PIPP Plus payments to enroll in Graduate PIPP Plus. Customers who are not current with PIPP Plus payments will have one billing cycle to make up any missed PIPP Plus payments; otherwise he/she will be removed from the Graduate PIPP Plus program.

**39. What happens if the customer does not make up the required PIPP Plus payments within one billing cycle to enroll in Graduate PIPP Plus?**

A customer can enroll in Graduate PIPP Plus within 12 months from being removed from PIPP Plus. The customer must pay any defaulted PIPP Plus installments and current bills for the months the customer received service but was not on Graduate PIPP Plus (less any payments made by the customer after being dropped).

**40. Does a customer have to be income ineligible for PIPP Plus to enroll in Graduate PIPP Plus?**

**No**, a customer may elect to terminate participation in PIPP Plus and enroll in Graduate PIPP Plus at any time. However, customers must be current on all PIPP Plus payments to enroll in Graduate PIPP Plus. The customer must contact the utility company to enroll.

41. **What is the maximum amount of time a customer can remain on Graduate PIPP Plus?**

Graduate PIPP Plus is offered for a period of 12 months that begins when the customer is removed from PIPP Plus due to being over income or when the customer voluntarily removes themselves from PIPP Plus.

42. **Is a customer eligible for Graduate PIPP Plus if he/she moves outside of the company's service territory?**

No, in order to be eligible for Graduate PIPP Plus, the customer must remain a customer of the same utility in which he/she was enrolled in PIPP Plus. (See Post PIPP Plus question 46).

43. **How can a customer who has been removed from Graduate PIPP Plus for non-payment get reinstated?**

The customer must make up any missed graduate PIPP Plus payments to get reinstated on graduate PIPP Plus. Graduate PIPP Plus ends 12 months from the date of the customer's initial enrollment on Graduate PIPP Plus. At the end of twelve months the customer can enroll on an extended payment for the remaining arrearages. (See question 123 for extended payment plan).

44. **Can a Graduate PIPP Plus customer choose a supplier (CRNGS or CRES)?**

No, Graduate PIPP Plus customers can not choose a supplier (CRNGS, CRES) on an individual basis. Graduate PIPP Plus accounts remain as part of the PIPP Plus pool. (See question 25).

45. **How much does a PIPP Plus/Graduate PIPP Plus customer have to pay if he/she moves out of the utility company's service territory or no longer need utility service?**

Customers who are currently enrolled on PIPP Plus or Graduate PIPP Plus and owe an arrearage are eligible for Post PIPP Plus if they move out of the service territory or no longer need utility service in their name. (See question 46).

**46. What is Post PIPP Plus?**

Post PIPP Plus is a 12 month payment plan for former PIPP Plus or former Graduate PIPP Plus customers who are no longer customers of the utility but still have an arrearage. Post PIPP Plus is only available in the 12 months immediately after a PIPP Plus account is closed. Post PIPP Plus is offered by electric and gas companies.

**47. Who is eligible for Post PIPP Plus?**

PIPP Plus or Graduate PIPP customers who contact the utility company to close their account for the following reason(s):

- a. Moving beyond the utility companies service territory
- b. Transferring to a residence where utility service is not in the former PIPP Plus or Graduate PIPP Plus customer's name.
- c. Moving to a master-metered residence.

**48. How does a customer enroll on Post PIPP?**

The utility company may offer Post PIPP on the final bill or the company may automatically enroll a customer on Post PIPP when contacted by the customer to close his/her account. (See question 46).

**49. How much does a customer pay on Post PIPP?**

The customer enters into a payment plan to pay at least 1/60<sup>th</sup> of the finalized account arrears for 12 months. For each payment made, the utility will credit 1/12<sup>th</sup> of the customer's arrears.

**Example:** A customer whose total arrearage is \$2400 would be required to make a minimum payment of \$40 each month (1/60<sup>th</sup> payment equals  $\$2400/60=\$40$ ). Arrearage credit adjustment on outstanding debt is \$200 (1/12<sup>th</sup> arrearage credit equals  $\$2400/12=\$200$ ). At the end of 12 months, the outstanding debt will be credited.

50. Does the customer have to be current with PIPP Plus or Graduate PIPP Plus payments to enroll on Post PIPP Plus?

Yes, customers are required to be current (in good standing) with his/her PIPP Plus or Graduate PIPP Plus installments in order to enroll on Post PIPP Plus.

51. How long does a customer have to enroll on Post PIPP Plus?

Customers can join Post PIPP Plus within 12 months from when the account is finalized. The time period is not extended if the customer does not join or bring the account current right away.

52. Can a customer be enrolled on Post PIPP and PIPP Plus at the same time?

Yes, a customer can be enrolled on Post PIPP Plus with the former utility and enroll on PIPP Plus (must be income eligible) with the new utility company.

53. Is the former utility company required to send a bill each month?

The former utility company is not required to send a monthly bill to customers who are enrolled on Post PIPP Plus. However, some utility companies may provide a monthly statement. Customers should discuss the terms of Post PIPP Plus with the utility company.

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### APPLICATION PROCESS

In order for a person to qualify for the Percentage of Income Plan Plus (PIPP), he/she must 1) be a customer of a regulated gas or electric utility, 2) be income eligible, and 3) apply for all public energy and weatherization assistance programs for which the household is eligible.

54. What is the difference between a customer and a consumer?

A *customer* is any person who enters a contractual agreement with the company to receive electric or gas service. A *consumer* is any person who is the ultimate user of electric or gas service. In other words, a customer has the account in his or her name.

55. **May the company require that the PIPP Plus applicant also be the household member with income?**

No, provided the PIPP Plus applicant is a household member, he or she need not provide a source of income to the household.

56. **May a PIPP Plus customer have more than one account?**

Yes, a customer may have an account at a different location; however, only one account may be a PIPP Plus account. The PIPP Plus account must be at the primary residence.

57. **What happens if a PIPP Plus customer is determined to be fraudulently enrolled in PIPP Plus?**

The utility company or ODSA will terminate a customer's participation in PIPP Plus when it is determined that the PIPP Plus customer was fraudulently enrolled in the program. The customer will be required to pay the utility the actual bill for energy consumed during the period in which the customer was fraudulently enrolled. In addition, the customer will be prohibited from re-enrolling in PIPP Plus or Graduate PIPP Plus for twenty-four months. The arrearage credits which accrued to the customer's account will be reversed.

58. **What happens if a PIPP Plus customer is charged with tampering?**

The customer must pay the tampering charges which may include damages, investigation fees, and unauthorized usage prior to re-enrolling on PIPP Plus. The arrearage credits which accrued to the customer's account will be reversed.

59. **What happens if a PIPP Plus customer writes a bad check?**

The customer must pay the amount of the returned check, and the company's approved tariff returned check charge(s). Any arrearage credits applied to the customer's account will be reversed.

60. **When two meters of the same type (i.e., two gas and/or two electric) are situated at one household/family dwelling, how should the utility company determine the PIPP Plus payment (e.g., a duplex unit that has been converted into a single family dwelling)?**

The utility company should divide the customer's PIPP Plus installment between the two accounts.

61. **What if the utility service is not in the PIPP Plus applicant's name?**

If the service is not in the applicant's name, the applicant is ineligible for PIPP Plus. The applicant must first become a customer before he or she can go on PIPP Plus; however, the applicant can still apply for energy assistance for the household.

62. **When a customer with an account balance moves out, how much must a consumer who lived with that person pay to obtain or to maintain service and get on PIPP Plus?**

The consumer will be asked to provide proof that the customer has left the residence in order for the consumer to establish service in his/her name. The consumer is almost never responsible for the customer's bill if the household has changed. The consumer will need to apply for PIPP Plus at the HEAP Provider who will then determine if the consumer is income eligible.

63. **What criteria are used to define income?**

The household income is the gross income amount before taxes (minus exclusions) for all household members 18 years or older. Income earned by a dependent minor (less than 18 years old) in the household is excluded from the total household income calculation. Any questions regarding unusual situations should be brought to the attention of Office of Community Assistance at 1-800-282-0880. (Please see **Energy Assistance income guidelines in Appendix B.**)

64. **Is a minor's income included in household income?**

All wage or salary earned by a dependent minor (less than 18 years old) in the household is excluded from calculation. Only an emancipated minor may be considered a head of household. (Please see **Energy Assistance income guidelines in Appendix B.**)



65. **How long does someone have to be at or below 150% of the federal income guidelines to qualify for PIPP Plus?**

To be eligible for PIPP Plus, the total household eligible income for the last 30 days or 12 months from the date of the application must be equal to or less than 150% of the federal income guidelines. Seasonal and self-employed households must provide 12 months of income documentation.

- The lowest poverty level for either 30-day or 12 month period will be used to determine the benefit amount and threshold.

66. **What if the customer disagrees with the PIPP Plus installment amount?**

The PIPP Plus installment amount is calculated by the HEAP Agency or ODSA based on the income documentation provided by the customer. If a customer disagrees with the calculated amount of the PIPP Plus installment, the customer can contact ODSA or the local HEAP Agency to appeal. The customer may be required to provide additional documentation to support his/her dispute.

67. **What information should be provided to verify income?**

See Appendix B for Documentation and Calculation of Income

68. **What if the household income is zero?**

A customer whose household has no countable income is eligible for PIPP Plus. A zero-income customer must be able to explain why he/she is not on an entitlement program or, if the customer expects to receive benefits on such a program, when the benefits are due. The customer must be able to document how the household has existed. All applicants who claim zero income must apply for assistance in person at the local HEAP agency. **Mailed in applications will not be accepted.**

69. **How often must zero-income PIPP Plus customers re-verify their income?**

Customers who are zero-income must re-verify their household income no less than once every 12 months (within 60 days of the reverification date on the utility bill) or when there is a change in income/or household size or when requested to do so by the utility company. All applicants who claim zero income must apply for assistance in person at the local HEAP agency. **Mailed in applications will not be accepted.**

70. **How much does a current PIPP Plus customer who is in default and is found to have zero income have to pay to enroll on zero-income PIPP Plus?**

A customer who is currently on PIPP Plus and is reverified at zero income must cure any previous PIPP Plus default. When the customer's default is cured, the customer will then begin paying \$10 per month minimum installment.

71. **How should income be calculated when someone living in the unit pays rent to the customer?**

Persons sharing a common kitchen and/or bath must be included as part of the household size and their income must be considered part of the household gross income.

72. **Can Winter Crisis Program payments be applied as a PIPP Plus or Graduate PIPP Plus installment?**

Yes, 2018-2019 Winter Crisis Program payments may be applied toward the current PIPP Plus/Graduate PIPP Plus default. To re-join PIPP Plus or Graduate PIPP Plus the customer must cure any remaining default over \$175. (See question 102).

73. **Can a Regular HEAP payment be applied as a PIPP Plus installment?**

No. Regular HEAP payments may not be applied as monthly PIPP Plus payments. Energy assistance payments (winter, summer and Regular HEAP payments) will not be eligible for arrearage credits.

74. **How are Energy Assistance payments applied?**

- Regular HEAP- Payments are applied to the arrearages on the primary heating account, if any. If no arrearages are owed, the Regular HEAP payment will be applied as a credit balance on the primary heating account.
- Winter Crisis- Payments are applied toward the current PIPP Plus/Graduate PIPP Plus default balance. Winter Crisis payments can be applied toward both the primary or secondary heating source.

- Summer Crisis (Electric only) - Payments are applied toward the current PIPP Plus/Graduate PIPP Plus default balance. However, prior to receiving the credit/pledge the customer must pay the difference between the default and pledge amount.
- Utility Company Energy Assistance-Payments (i.e., Salvation Army, Neighbor to Neighbor, HEAT Share, and Fuel Funds) are applied toward the current PIPP Plus/Graduate PIPP Plus default balance. Any remaining credit is applied toward the arrearages.

**75. What types of assistance must a customer apply for in order to go on PIPP Plus?**

The customer must apply for and accept all ODSA energy assistance and weatherization programs for which he/she is eligible.

**76. Does a customer have to apply for weatherization programs?**

Yes, customers must apply for and accept assistance from all ODSA sponsored weatherization programs for which he/she is eligible.

**77. Can a customer be removed from PIPP Plus if the customer refuses weatherization services?**

Yes, the account can be removed from PIPP Plus if the customer refuses weatherization services offered by ODSA.

**78. Does a HEAP Agency have to verify an applicant's income?**

All electric and large gas PIPP Plus customers are reverified through the local HEAP Provider. Gas companies may not demand that a customer go to the HEAP Agency for verification unless they have established specific reverification procedures with ODSA. Some small gas companies may verify income at their local office for PIPP Plus.

79. Is the customer required to apply for non-energy assistance programs (i.e., Temporary Assistance for Needy Families (TANF)) to enroll on PIPP Plus?

No, the customer may be advised of these public assistance programs. However, customers are required to apply for all public energy and weatherization assistance.

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#### REVERIFICATION DATE AND ANNIVERSARY DATE

80. What is the reverification date?

The reverification date is the actual date on which the customer completed documentation of household income. Reverification must occur no less than once every 12 months from the previous reverification date. A customer has a 60-day grace period to re-verify income before being removed from the program. The customer is required to re-verify whenever there is a change in household size and income. The customer's reverification date may change from year to year.

81. When must a customer re-verify the household income?

Any time there is a change in household income or size, the customer must re-verify his/her income. If there is no change in household income or size, customers are required to re-verify once every twelve months. The utility company may also request that the customer reverify his/her income. When a customer goes to the HEAP Provider to apply for energy assistance, his or her income will be reported to the company by the HEAP Agency or the ODSA.

82. How does a customer reverify his/her income for PIPP Plus?

A PIPP Plus customer must re-verify his/her income no later than the reverification date which is printed on the bill.

- Customers who need to reverify their household income and size can do so the following ways:
- Online at [www.energyhelp.ohio.gov](http://www.energyhelp.ohio.gov)

- Download and complete an Energy Assistance application by going to [www.development.ohio.gov](http://www.development.ohio.gov)  
*Mail completed applications with documentation to:*
  - Ohio Development Services Agency
  - P. O. Box 1240
  - Columbus, OH 43216
- Mailed applications could take up to twelve weeks for processing.
- If applying by mail, customers must submit proof of income documentation as required by ODSA (See Appendix B for income documentation).
- Mailed applications will not be accepted for households claiming zero income. All applicants who claim zero income must apply for assistance in person at the local HEAP agency.
- For the mail-in application process, companies may also require that every adult member of the household sign a statement affirming that the information on the application is true and giving the company permission to verify the information provided.

**83. What happens if a PIPP Plus customer does not re-verify his or her income on the reverification date?**

A PIPP Plus customer must re-verify his/her income no later than the reverification date which is printed on the bill. A customer has a 60-day grace period to re-verify income before being removed from the program. A customer who does not re-verify his/her income when requested to do so, will be removed from PIPP Plus. The customer will be responsible for the total account balance if the account is removed from PIPP Plus.

**84. What is a PIPP Plus anniversary date?**

The PIPP Plus anniversary date is the date by which a PIPP Plus customer must make up any missed PIPP Plus installments in order to continue PIPP Plus. If the customer has missed payments in the past 12 months, the 1/24<sup>th</sup> arrearage credit will be recalculated at the anniversary date. (If the customer has made the past 12 installments on time the arrearage will not be recalculated).

85. **What happens if the customer can not pay his/her missed installments by the anniversary date?**

A customer who does not cure the missed installments at the anniversary date will be removed from PIPP Plus. Customers will have one billing cycle to make up the missed installments before being removed from PIPP Plus.

86. **How will the customer be aware of his/her PIPP Plus anniversary date?**

The anniversary date is shown on the customer's bill.

87. **Is the customer required to go to the HEAP Provider at the anniversary date?**

No, the customer is not required to return to the HEAP Provider at the anniversary date unless he/she is in default on PIPP Plus and is seeking energy assistance to cure the missed installments.

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#### DISCONNECTION AND RECONNECTION

88. **How much is a PIPP Plus customer required to pay if service is disconnected for non-payment?**

A PIPP Plus customer must pay the amount sufficient to cure the PIPP Plus default (as stated on the disconnection notice) in order to reconnect service. The defaulted amount may include actual bill charges and PIPP Plus installments for those months the customer's service was disconnected, minus payments made, up to the customer's arrearage. The customer will also be charged a tariffed reconnect fee. (See **Special Reconnection Procedures Section**).

\*During the winter heating season, PIPP Plus customers may utilize the winter reconnect order to have service restored for a maximum payment of \$175, plus a tariffed reconnect fee (no more than \$36 up front).

89. **If a customer defaults on PIPP Plus, how much would he or she have to pay to avoid shut-off?**

The customer can maintain service by paying the defaulted PIPP Plus installments as stated on the disconnection notice. During the winter heating season, PIPP Plus

customers may utilize the Winter Reconnect Order to maintain service for a maximum payment of \$175.00. (See **Special Reconnection Procedures**).

90. **What does a customer have to pay to avoid disconnection when the total account balance is less than the PIPP Plus default?**

To remain on PIPP Plus and avoid disconnection, the customer is required to pay the PIPP Plus default amount. If the customer no longer wants to be on PIPP Plus but wants to avoid disconnection, he/she can have the account removed from PIPP Plus and pay the total account balance or go on another payment plan with the utility company.

91. **Is the PIPP Plus installment amount due shown on the bill or disconnection notice?**

Yes, the PIPP Plus installment amount is shown on the bill. Also, the company must state on the disconnection notice the minimum amount required to avoid disconnection.

92. **If a customer misses a PIPP Plus installment, is the company allowed to shut service off without further notice?**

No, the company must give the required notice of disconnection prior to terminating service. The company may begin the notice process the day after the payment was due provided there is a 30-day account arrearage.

93. **What is the earliest date a company may terminate service after the customer has defaulted on PIPP Plus?**

During the *non-heating season*, the earliest date a company may terminate service is the date stated on the 14-day disconnection notice unless payment or payment arrangements are made before this date.

During the *heating season* (Nov. 1 through April 15), the company must give a 14-day notice *and* an additional 10-day notice. The ten-day notice will extend the date of disconnection, as stated on the fourteen-day notice. Utility companies may send the 10-day notice by regular U.S. mail; however, the companies must allow three calendar days for mailing.

*If the customer has selected both the electronic bill and notice option, the notices will be delivered electronically to the customer.*

**94. What are the reconnection requirements?**

If the service has been disconnected for **10 business days or less**:

- (1) The customer must provide proof of payment to the utility no later than 12:30 p.m. in order to guarantee reconnection of service the same day.
- (2) If payment is not received by 12:30 p.m., the utility company will reconnect service by the close of the following regular utility company working day.
- (3) Customers may request reconnection of service after normal business hours, **if the company offers such service**. The Company may require the customer to pay the approved tariff rate for this service prior to reconnection.

If the service has been disconnected for **more than 10 business days**, regardless of the time of day the customer payment is made:

- (1) The company may treat the customer as a new customer.
- (2) Gas service will be reconnected within **three** business days.
- (3) Electric service will be reconnected within **three** business days.
- (4) The utility company may assess a reconnection charge and a security deposit (Non-PIPP Plus account) to reestablish service.

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**PIPP PLUS RE-ENROLLMENT**

**95. Re-enrollment on PIPP Plus if service has been disconnected for non-payment**

A PIPP Plus customer must pay the amount sufficient to cure the PIPP Plus default (as stated on the disconnection notice) in order to reconnect service. The defaulted PIPP Plus amount may include actual bill charges and PIPP Plus installments for those months the customer's service was disconnected, minus payments made, up to the customer's arrearage. Once the default amount is paid, the customer can re-



enroll on PIPP Plus. The customer will also be charged a tariffed reconnect fee. (See **Special Reconnection Procedures Section**).

\*During the winter heating season, PIPP Plus customers may utilize the winter reconnect order to have service restored for a maximum payment of \$175, plus a tariffed reconnect fee (no more than \$36 up front). However, to re-enroll on PIPP Plus/ Graduate PIPP Plus customers must pay the balance of the default on or before the due date of the next bill to re-enroll on PIPP Plus/Graduate PIPP Plus.

**96. What must a former PIPP customer (enrolled prior to November 2010) pay to establish service and then enroll on PIPP Plus?**

During the winter heating season, a customer who has never been enrolled on PIPP Plus and is income eligible for PIPP Plus can re-establish service by paying up to \$175 or, his/her first PIPP Plus installment (whichever is less). Any remaining balance will be added to the arrearages and will be eligible for 1/24<sup>th</sup> arrearage credits.

Customers who wish to enroll in PIPP Plus at any other time of the year will be required to pay the delinquent amount as stated on the final bill to re-establish service. After the service has been re-established the customer may enroll on PIPP Plus if eligible.

**97. Re-enrollment on PIPP Plus if dropped for failure to re-verify (still has active service)**

The customer must re-verify his/her household income. The customer must pay any defaulted PIPP Plus installments owed prior to being dropped and full bills for the months the customer received service but was not on PIPP Plus (less any payments made by the customer after being dropped). This includes PIPP Plus payments for any months in which the customer was disconnected. The amount owed shall not exceed the amount of the customer's arrearages.

**98. Re-enrollment on PIPP Plus if dropped at the anniversary date (still has active service)**

The customer must pay any defaulted PIPP Plus installments owed prior to being dropped and full bills for the months the customer received service but was not on PIPP Plus (less any payments made by the customer after being dropped). This

includes PIPP Plus payments for any months in which the customer was disconnected. The amount owed shall not exceed the amount of the customer's arrearages.

**99. Re-enrollment on PIPP Plus after being on Graduate PIPP Plus (active service)**

If a customer who was on Graduate PIPP Plus becomes income eligible for PIPP Plus the customer must cure any Graduate PIPP Plus default amount prior to re-enrollment on PIPP Plus. During the winter months the customer can apply for the Winter Crisis Program (WCP) for assistance up to \$175. The customer must cure any remaining default over \$175 before the account can be re-enrolled on PIPP Plus.

**100. Re-enrollment on PIPP Plus after receiving a refund of the credit balance**

After receiving a refund of the credit balance, if the customer requests to re-enroll on PIPP Plus within a twelve-month period the customer must pay the difference between the amount of previous PIPP Plus installments and customer payments during those months the customer was not enrolled on PIPP Plus.

**Note:** Returning to PIPP Plus within a twelve-month period after receiving a refund of the credit balance could result in the customer having to pay more than the actual account balance.

**101. Re-enrollment on PIPP Plus if default is higher than total account balance**

If the PIPP Plus default is higher than the total account balance and the customer wants to re-enroll on PIPP Plus within a twelve-month period, the customer must pay the difference between the amount of PIPP Plus installments owed and customer payments during those months the customer was not enrolled in PIPP Plus.

**Note:** This could result in the customer having to pay more than the actual account balance to remain on PIPP Plus.

102. **Re-enrollment on PIPP Plus or Graduate PIPP Plus after using the Winter Reconnect Order**

To re-join PIPP Plus or Graduate PIPP Plus, the customer must cure any remaining default over \$175 by the due date of the next bill issued. Once the default amount is paid, the customer can begin paying his/her PIPP Plus or Graduate PIPP Plus installment. *The time period (twelve months) is not extended to participate in Graduate PIPP Plus.*

The customer should contact the utility company to determine the exact amount of the remaining balance and the due date by which the bill needs to be paid to get the account re-enrolled on PIPP Plus/Graduate PIPP Plus.

103. **Re-enrollment on PIPP Plus within twelve months after voluntary drop (customer request)**

A PIPP Plus customer who voluntarily leaves **with no outstanding arrearages** and then **within** twelve months re-enrolls in PIPP Plus must pay the PIPP Plus payments due for the months the customer received service but was not on the program, less payment made by the customer during the same time period.

**Note:** This could result in the customer having to pay more than the actual account balance to remain on PIPP Plus.

A PIPP Plus customer who leaves **with outstanding arrearages** and then **within** twelve months re-enrolls in PIPP Plus must pay the PIPP Plus payments due for the months the customer received service but was not on the program, less payment made by the customer during the same time period.

104. **Re-enrollment on PIPP Plus after twelve months after voluntary drop (customer request)**

A PIPP Plus customer who leaves the program with **no outstanding arrearages** and then **after** twelve months re-enrolls in PIPP Plus would be required to pay his or her first PIPP Plus payment to re-join the program.

A PIPP Plus customer who leaves the program with **outstanding arrearages** and then **after** twelve months re-enrolls in PIPP Plus would be required to pay the missed PIPP Plus payments for the number of months that he/ she was not enrolled in PIPP Plus, less any payments made by the customer up to the amount of the arrearages.

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## MEDICAL CERTIFICATES

**105. When can a medical certificate be used? .**

If a residential customer or consumer who is a permanent resident in the household is facing a situation where disconnection of service would be especially dangerous to his/her health, a medical certificate may used to maintain service or reconnect utility service within 21 days after the disconnection.

\*PIPP Plus customers will not be eligible for any arrearage crediting for the months the customer uses the medical certificate unless on time and in full payments are made.

**106. Who may request a medical certificate?**

Upon request of any residential consumer, or a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified nurse mid-wife or local board of health physician the utility company must provide a medical certificate form. The medical certificate is available via the Public Utilities Commission of Ohio website ([www.puco.ohio.gov](http://www.puco.ohio.gov)).

**107. How long does a utility company have to reconnect service after a medical certificate is presented to the utility company?**

If certification is provided to the utility company prior to 3:30 p.m., the utility company must restore the customer's service the same day. If certification is received after 3:30 p.m., the company shall reconnect service by the earliest time possible on the following business day. If the certification is received after 3:30 p.m. on a day that precedes a non-business day, the utility company shall make an effort to restore service by the end of the day.

**108. How often can a medical certificate be used?**

The total certification period is not to exceed 90 days in any 12-month period. Medical certificates are valid for 30 days each, for a maximum of three times.

**NOTE:** If a medical certification is used to avoid disconnection, the customer must enter into an extended payment plan prior to the end of the medical certification period or be subject to disconnection. The initial

payment on the plan shall not be due until the end of the certification period. *PIPP Plus customers must make-up these missed installments at the Anniversary Date (See question 84).*

109. **Can a company disconnect service for non-payment if life-support equipment is in operation?**

Yes, unless the customer uses a medical certificate.

110. **Can a medical certificate be denied based on the customer's medical condition?**

No, if a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified nurse mid-wife or local board of health physician signs the medical certificate.

111. **Can a medical certificate be used for a cooking only account?**

Yes, a medical certificate may be used for a cooking only account as long as the medical condition is certified by a licensed physician, physician assistant, clinical nurse specialist, certified nurse practitioner, certified nurse mid-wife or local board of health physician calls, writes or faxes the company and confirms to the company that the denial of service would be especially dangerous to the health of someone living in the household (within 21 days after the termination of service), the company *must* restore service or cancel the termination order.

## MASTER METERED ACCOUNTS

112. **What accounts are considered master metered?**

An account is master metered if two or more residential premises share a common gas and/or electric meter.

113. **Can a consumer who lives in a master metered residence enroll on PIPP Plus?**

The consumer is not eligible for PIPP Plus for the main heating source if it is master-metered; however, the consumer *may* still be eligible for PIPP Plus for the secondary heating source.

**114. Are master-metered accounts eligible for HEAP/Winter Crisis?**

Yes, if the household is responsible for paying utility costs separately from his/her rent costs, he/she is eligible for an energy assistance benefit.

NOTE: Master-metered accounts are eligible for Weatherization Assistance.

**115. Is the company required to issue a disconnect notice to the tenants of a master-metered premise?**

Yes, the utility company must provide a 10-day notice to the tenants prior to disconnect. The company must make a good faith effort to provide this notice to each unit of a multi-unit dwelling and to post it in a conspicuous place.

**116. What should the tenant do who has received such a notice or whose service has been disconnected?**

A tenant who has received such a notice or whose service has been disconnected should immediately contact the utility company for further information or Ohio State Legal Services Association at 1-866-529-6446 for information about tenants' rights and landlord/tenant provisions.

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**SPECIAL RECONNECTION ORDER PROCEDURES  
FOR THE WINTER OF 2019-2020**

**117. What is the Winter Reconnect Order?**

The Winter Reconnect Order (WRO) is issued by the PUCO. The WRO allows a customer to pay less than what he/she owes to avoid disconnection or reconnect service. A customer may pay a maximum of \$175.00 to maintain service. If the customer's service has already been disconnected, the customer must pay the \$175.00 and a tariffed reconnection fee of no more than \$36 up front to restore service. The company will bill the remainder of the reconnect fee, if applicable.

**118. Who offers the Winter Reconnect Order?**

All regulated electric and gas companies must offer the Winter Reconnect Order.

**119. Who is eligible to use the Winter Reconnect Order?**

There is no income eligibility requirement to use the Winter Reconnect Order. Any residential customer who is served by a regulated utility company may use the Winter Reconnect Order to maintain or restore his/her service **one time** during the winter heating period.

**120. When can the Winter Reconnect Order be used?**

The Winter Reconnect Order may be used **once** from Monday, October 14, 2019 through Wednesday, April 15, 2020 (close of business).

**121. How much is a customer required to pay with the Winter Reconnect Order?**

Customers are required to pay no more than \$175 to maintain service under the reconnection order. If the customer's service has already been disconnected, the customer must pay the \$175 and a tariffed reconnection fee of no more than \$36 up front to restore service.

**NOTE:** If paying at an authorized agent, the customer will need to call the company with the receipt number to report the payment. Some companies may require that the customer notify them that the Winter Reconnect Order is being used.

**122. How does a customer sign up for the Winter Reconnect Order?**

There is no sign up required. The Winter Reconnect Order is not based on any income requirements. Anyone, (regardless of income) can use the Winter Reconnect Order if service has been disconnected or is being threatened with disconnection.

**123. What if a customer owes more than \$175 to the utility company?**

Customers who use the Winter Reconnect Order are required to enroll on a payment plan for the remaining balance. Regulated gas and electric companies are required to offer the following payment plans:

- **One-Sixth Payment Plan (offered year-round)**-A plan that requires either six equal monthly payments on the arrearages in addition to full payment of current bills; or
- **One-Ninth Payment Plan (offered year-round)**-A plan that requires nine equal monthly payments on the arrearages in addition to a budget payment plan (established by the utility company); or
- **One-Third Payment Plan (offered from November 1 through April 15)**-A plan that requires payment of one-third of the balance due each month (arrearages plus current bill).
- **PIPP Plus/Graduate PIPP Plus** customers must pay the balance of the default on or before the due date of the next bill to re-enroll on PIPP Plus/Graduate PIPP Plus.

**NOTE: The customer or the HEAP Agency must contact the utility company to enroll the customer in a payment plan other than PIPP Plus.**

- 124. When does the remaining PIPP Plus default have to be paid after the \$175 payment/pledge?**

The remaining balance of the PIPP Plus default must be paid by the due date of the next bill that is issued.

- 125. Can the \$175 payment be split between the gas and electric utility companies?**

**Yes.** If the customer is served by two regulated utility companies (gas and electric) and is facing disconnection or service has been disconnected the utility companies involved may split the \$175 (either by apportionment based on the arrearages or in half). For customers who are eligible for the Winter Crisis program the split will be calculated by the HEAP agency.

- 126. Can the \$175 payment be split between the gas and electric utility companies to begin new service?**

**Yes,** if the customer is served by two regulated utility companies the WRO can be split in order to establish new service with both companies.



**127. When is the Winter Reconnect Order applied?**

The Winter Reconnect Order allows customers to pay less than what they owe to maintain service or reconnect service. Therefore, the WRO is invoked only when customers pay less than the amount owed to prevent a disconnection or reconnect their service.

**Example:** If a customer receives a disconnection notice in the amount of \$150 and the customer receives assistance through an agency for \$150, the WRO should **not** be applied because the agency payment covered the amount needed to avoid disconnection. The customer could invoke the WRO using his/her own funds at a later time.

**128. Will the \$175 payment maintain service?**

Yes, the \$175 payment/pledge will maintain service for a minimum of thirty days. Non-PIPP Plus customers are required to enroll on an extended payment plan for the remaining balance. PIPP Plus/ Graduate PIPP Plus customers must pay the balance of the default on or before the due date of the next bill to re-enroll on PIPP Plus/Graduate PIPP Plus. (See question 123 for payment plan options).

**129. Will the \$175 payment reconnect utility service?**

Yes, the customer may be required to pay a tariffed reconnection charge of no more than \$36 up front to restore service. The remaining amount of the reconnection fee will be billed on the next bill issued.

**130. What is a tariffed reconnection charge?**

A tariffed charge is one which has been approved by and is on file with the Public Utilities Commission of Ohio (PUCO). The Winter Reconnect Order procedures do not allow companies to charge more than they otherwise are allowed in their tariff as a reconnection charge. Any company that doesn't have a tariffed reconnection charge may not assess one.

131. What if the company's tariffed reconnection charge is more than \$36, what happens to the difference between the \$36 paid and the tariffed amount?

The company can bill the difference between the \$36 and the tariffed reconnection charge on the customer's next monthly bill or the company may bill the entire tariffed reconnect fee on the customer's next monthly bill.

132. Can the \$175 payment be made by an agency?

Yes, the \$175 may be paid by any agency providing energy assistance (i.e., Salvation Army, HEAT Share, Neighbor to Neighbor, Fuel Funds, etc.).

133. Can the utility company disconnect service if the customer has a pending appointment with a HEAP Provider for the Winter Crisis Program?

No, the utility company will delay disconnection if the customer has a confirmed appointment with a local HEAP Agency for the winter crisis program and the customer has not already utilized the WRO with their own funds. The utility company will delay the disconnection until five business days after a customer's confirmed appointment.

The utility company is only required to hold a disconnection for an appointment once per heating season.

134. Can the utility company require a security deposit before reconnecting service?

Yes, customers who are not eligible for PIPP Plus may be assessed a security deposit. However, the total amount the company may require a customer to pay, including the security deposit, may not exceed the Winter Reconnect Order (\$175) amount for reconnection.

135. Can the Winter Reconnect Order be used in lieu of paying a security deposit?

Yes, in lieu of paying the required security deposit customers who are requesting new service with no previous balance may establish new service upon payment of \$175. The company may add the remaining balance of the required security deposit to the customer's next bill. *NOTE: Customers who are enrolled in PIPP Plus will not be charged a security deposit.*

**136. Can a customer transfer service using the Winter Reconnect Order?**

Yes, a customer who requests service at a new address and has an outstanding balance greater than \$175 can transfer service upon payment of \$175. The customer must contact the company and enter into a payment arrangement on the remaining balance. If a PIPP Plus/Graduate PIPP Plus customer has reverified his/her income within the last 12 months, the company shall transfer service upon payment of \$175.

**137. What happens if a customer uses the Winter Reconnect Order using his/her own money and later goes to an agency for assistance?**

If a customer pays the \$175 with his/her own funds and later (during the winter) goes to an agency for assistance, the customer must immediately pay the difference between the default amount and the \$175 that the agency is willing to pledge to avoid disconnection.

**138. Is the utility company required to reconnect service the same day under the Winter Reconnect Order?**

See question 94 for reconnection procedures.

**139. Can a customer with multiple residential accounts use the Winter Reconnect Order?**

Customers with multiple residential accounts who wish to utilize the winter reconnection order to maintain or reconnect service may do so only at the property where the customer resides.

**140. Can a customer who is with a supplier (CRNGS or CRES) use the Winter Reconnect Order?**

Yes, customers who have a supplier may use the Winter Reconnect Order to stop a disconnection or reconnect their utility service. All provisions of the winter reconnect order would apply to customers that have a supplier.

## APPENDIX A

### ENERGY ASSISTANCE PROGRAMS OVERVIEW

**Home Energy Assistance Program (HEAP) (also called 'Regular HEAP' or State HEAP)** - is a federally funded program designed to help income-eligible Ohioans with their winter heating bills. The program runs from November 1 through March 31. Eligible customers receive a benefit in the form of a direct payment toward their energy heating bill. HEAP benefits are typically credited directly towards the eligible customer's energy heating bill beginning in the month of January. Applications that are mailed into the Office of Community Assistance (OCA) may take 12 to 16 weeks for processing. Applications may also be processed at the local HEAP Agency.

The total household income of an applicant must be at or below 175% of the federal income guidelines. See **income guidelines question 3**.

**Winter Crisis Program (WCP) (also called 'Emergency HEAP' or E-HEAP)** - provides financial assistance to income-eligible households that are threatened with disconnection of their heating source; have already had service disconnected; need to establish new service or pay to transfer service; or in the case of bulk fuel customers, have 25 percent or less of the tank's fuel capacity on hand. The WCP program year runs from November 1 to March 31. Agencies have until April 15 to finish processing incomplete or pending applications for the current year's program.

Households whose gross income is at or below 175% of the federal income guidelines are eligible for the Emergency Program. See **income guidelines question 3**.

**Summer Crisis Program (SCP) (also called 'Summer Cooling)** - provides financial assistance to income-eligible Ohioans to help with their summer cooling costs. Income-eligible individuals age 60 or older or with a certified medical condition are eligible. The SCP program year runs from July 1 to August 31. Agencies have until September 15 to finish processing any incomplete or pending applications for the current year's program.

**Percentage of Income Payment Plan (PIPP) Plus** - helps income-eligible Ohioans manage their energy bills year-round. The program allows eligible Ohioans to pay their energy bill based on a percentage of their monthly household income. To be eligible for the program, a customer must receive his/her electric or gas service from a company regulated by the Public Utilities Commission of Ohio (PUCO), must have a total household income which is at or below 150 percent of the federal income level, and must apply for all ODSA energy assistance programs for which he or she is eligible.

**Home Weatherization Assistance Program (HWAP)** - Ohio's Home Weatherization Assistance Program (HWAP) is a federally funded low-income residential energy

efficiency program. The HWAP program reduces low-income households' energy use, thus creating more affordable housing for those in most need. HWAP services may include attic, wall, and basement insulation; blower door guided air leakage reduction; heating system repairs or replacements; and health and safety testing and inspections. All measures are provided based on an on-site energy audit and cost-effective guidelines developed using the National Energy Audit Tool (NEAT) energy audit software program. Individualized client education is an important component of the HWAP program.

Households at or below 150% of the federal income guidelines or households participating in Home Energy Assistance Program, Temporary Assistance for Needy Families, or Supplemental Security Income qualify for this no cost program.

**Electric Partnership Program (EPP)** - is a no-cost program designed to improve the electric energy efficiency of households who participate in, or who are eligible for, PIPP Plus. The goal of EPP is to reduce the customer's electric usage by installing energy efficient items and creating a customized action plan. The program provides: A snapshot of how electricity is used in the client's home, an energy consumption analysis of all refrigeration appliances, suggested actions that the consumer can take to reduce electric usage without sacrificing comfort, installation of cost-effective energy efficient items and a report of the projected energy and dollar savings for the installed measures and actions. To be eligible the customer must have a regulated electric utility, be a PIPP Plus participant or PIPP Plus eligible, have a minimum annual electric baseload usage of 5,000 kWh and have lived at the residence for one year.

## APPENDIX B Documentation and Calculation of Income

Countable Income Types:		
Category:	Type:	Acceptable Documentation of Income:
Fixed Countable Income	<input type="checkbox"/> Supplemental Security Income (SSI) <input type="checkbox"/> Social Security Disability Insurance (SSDI) <input type="checkbox"/> Social Security Administration (SSA) <input type="checkbox"/> Pension <input type="checkbox"/> Widow/Widower's benefit <input type="checkbox"/> Alimony <input type="checkbox"/> Black Lung Pension	<input type="checkbox"/> Award/Benefit Letter <input type="checkbox"/> Payment Printout/statement from issuing agency <input type="checkbox"/> Copy of Check or Bank Statement showing deposit <input type="checkbox"/> Most recent IRS Form 1099 <input type="checkbox"/> Most recent filed copy of IRS Form or Tax transcript
Earned Countable Income	<input type="checkbox"/> Wages	<input type="checkbox"/> All pay stubs received 30 days from the date of the application that include gross and year-to-date amounts received <input type="checkbox"/> Completed and signed Employment Verification Form (Appendix VI)
	<input type="checkbox"/> Active Military Pay	<input type="checkbox"/> Check Stub/Pay Statement
Other Earned Countable Income	<input type="checkbox"/> Seasonal Employment (includes construction workers, teachers, landscapers, etc.)	<input type="checkbox"/> Pay stubs indicating amount received within the previous 12 months from the date of the application <input type="checkbox"/> Seasonal income will be determined by dividing the 12-month amount by 12 to arrive at a monthly average (Appendix VII)
	<input type="checkbox"/> Self-employment (includes owning own business, babysitting, home party sales, odd jobs, Ohio Electronic Child Care etc.)	<input type="checkbox"/> Most recent filed copy of IRS Form 1040 and Schedule 1 using the amount listed on line 12, 17, and/or 18 <input type="checkbox"/> Most recent IRS Form 1099 Misc. <input type="checkbox"/> Most recent IRS Record of Account Transcript <input type="checkbox"/> Self-Employment Income Form (Appendix V) for the previous 12 months and
Supplemental Countable Income	<input type="checkbox"/> Unemployment	<input type="checkbox"/> Copy of check <input type="checkbox"/> ODJFS documents/Eligibility letter with amounts and dates <input type="checkbox"/> Most recent IRS Form 1099
	<input type="checkbox"/> Utility Assistance	<input type="checkbox"/> Housing Authority Documentation, <input type="checkbox"/> Lease/Rental Agreement
	<input type="checkbox"/> Workers' Compensation	<input type="checkbox"/> Award letter issuing agency (BWC) <input type="checkbox"/> Copy of check or bank statement
	<input type="checkbox"/> Ohio Works First (Temporary Assistance for Needy Families (TANF). Aid to Dependent Children (ADC))	<input type="checkbox"/> Award/Benefit Letter, or <input type="checkbox"/> Payment Printout/statement from issuing agency, or <input type="checkbox"/> Copy of Check or Bank Statement showing deposit

Countable Income Types Continued:		
Category:	Type:	Acceptable Documentation of Income:
Other Countable Income	<input type="checkbox"/> Cash withdraws from: IRA, Annuities, Other investments <input type="checkbox"/> Lump sum payout from: SSI, SSDI; Estate & Trust settlements, Divorce settlements, insurance payout, lottery winnings <input type="checkbox"/> Interest Income <input type="checkbox"/> Other	<input type="checkbox"/> Statement from Financial Institution <input type="checkbox"/> Copy of Check or Bank Statement showing deposit <input type="checkbox"/> Most Recent IRS Form 1099 <input type="checkbox"/> Calculate lump sums received by dividing the total amount by 12 months
No Income		<input type="checkbox"/> Self-Declaration of Income Worksheet (Appendix IV) <input type="checkbox"/> An IRS tax transcript or an IRS Verification of Non-Filing Letter may be provided by the customer at the discretion of the LDA

Deductions:		
Category:	Type:	Acceptable Documentation of Income:
Deductions	<input type="checkbox"/> Health Insurance Premiums (Dental and Vision Insurance) <input type="checkbox"/> Short-and Long-Term Disability Premiums (AFLAC, supplemental, etc). <input type="checkbox"/> Prescription plans <input type="checkbox"/> Health Care Spending Accounts <input type="checkbox"/> Medicaid Spend Down (deductibles) <input type="checkbox"/> Medicare Part B <input type="checkbox"/> Medicare Part D (RX premium)	<input type="checkbox"/> Copy of Premium Statement showing payment <input type="checkbox"/> Proof of Payment i.e. cancelled check or paystub
	<input type="checkbox"/> Child Support paid-out	<input type="checkbox"/> Proof of Payment i.e. cancelled check or paystub identifying garnishment
	<input type="checkbox"/> Attorney fees for estate or trust settlements	<input type="checkbox"/> Proof of Payment i.e. cancelled check
	<input type="checkbox"/> Self-employment IRS allowable business expenses	<input type="checkbox"/> Most recent filed copy of IRS Form 1040 <input type="checkbox"/> Self-Employment Income and Expense Form and IRS Verification of Non-Filing Letter (if applicable)
	<input type="checkbox"/> Reimbursement for work expenses (i.e. travel, mileage, meals, etc.)	<input type="checkbox"/> Pay Statement

Excluded Income:		
Category:	Type:	Acceptable Documentation of Income:
<p><b>Excluded Income*</b></p> <p>*Only documented if the household's total Eligible Income (Countable Income - Deductions) is below the required threshold.</p>	<input type="checkbox"/> Gifts	<input type="checkbox"/> Signed statement from provider of gift indicating amount and frequency, provider name, address and phone number
	<input type="checkbox"/> Loans <input type="checkbox"/> Education assistance (grants stipends for tuition/books)	<input type="checkbox"/> Official notification of loan on institution letterhead including loan amount and repayment terms from issuing financial institution <input type="checkbox"/> Signed statement from lender indicating amount and payment terms, lender's name, address and phone number <input type="checkbox"/> School documentation demonstrating education assistance amount
	<input type="checkbox"/> Child Support Received <input type="checkbox"/> Stipends for foster care <input type="checkbox"/> Adoption Assistance	<input type="checkbox"/> Award/Benefit Letter, or Payment Printout/statement from issuing agency, Pay Statement or copy of canceled check or bank statement
	<input type="checkbox"/> Agent Orange Pension	<input type="checkbox"/> Payment Printout/statement from issuing agency
	<input type="checkbox"/> Service Connected Veterans Disability, VA Compensation/Dependent Indemnity Compensation (DIC)	<input type="checkbox"/> Statement from Issuing Agency <input type="checkbox"/> Award Letter with Benefit Amounts <input type="checkbox"/> Bank Statement (if income type is specified) <input type="checkbox"/> Special Monthly Compensation (SMC), Person Care Services/Caregiver Stipend Program
	<input type="checkbox"/> Work programs for people with disabilities (i.e., work programs for the blind or disabled) <input type="checkbox"/> Transportation allowances (WIOA) <input type="checkbox"/> Volunteers in Service to America Stipend (VISTA) <input type="checkbox"/> Work allowances (work requirement to receive OWF assistance) <input type="checkbox"/> Title V wages (i.e. senior employment programs) <input type="checkbox"/> Ohio waiver program (Medicaid benefit for caregiver)	<input type="checkbox"/> Award/Benefit Letter, or Payment Printout/statement from issuing agency, Pay Statement



Excluded Income Continued:		
Category:	Type:	Acceptable Documentation of Income:
Excluded Income	<input type="checkbox"/> Income earned by dependent minors	<input type="checkbox"/> All pay stubs received 30 days from the date of the application that include gross and year-to-date amounts received <input type="checkbox"/> Completed and signed Employment Verification Form (Appendix VI)
	<input type="checkbox"/> Tax refunds/rebates	<input type="checkbox"/> Most recent IRS Form
	<input type="checkbox"/> Military allowances for subsistence	<input type="checkbox"/> Award/Benefit Letter, or Payment Printout/statement from issuing agency
	<input type="checkbox"/> Prevention retention and contingency (i.e. emergency services, rental asst.) <input type="checkbox"/> FEMA, cash payments <input type="checkbox"/> Title III Disaster relief emergency assistance	<input type="checkbox"/> Award/Benefit Letter, or Payment Printout/statement from issuing agency
	<input type="checkbox"/> Proceeds from reverse mortgage	<input type="checkbox"/> Payment Printout/statement from issuing agency
	<input type="checkbox"/> Fair market value of service in lieu of rent	<input type="checkbox"/> Signed statement from the Landlord <input type="checkbox"/> Lease/Rental Agreement

**APPENDIX C  
SMALL GAS COMPANIES PIPP**

	Grandfathered PIPP (10% of monthly household income)	PIPP Plus 6% monthly household income	Will accept new Enrollees	Re-enroll on Grandfathered PIPP	Alternative Arrearage Credit Program
Arlington Natural Gas	Yes	No	No	No	No
Brainard Gas Company	Yes	No	No	No	No
Eastern Natural Gas	No	Yes	Yes	No	Yes
Glenwood Energy of Oxford*	No	Yes	Yes	No	Yes
Northeast Ohio Natural Gas Company	No	Yes	Yes	No	Yes
Ohio Cumberland Gas	Yes	No	No	No	No
Ohio Gas Company	No	Yes	Yes	No	Yes
Ohio Valley Gas**	No	Yes	Yes	Yes	Yes
Orwell Natural Gas Company	Yes	No	No	No	No
Piedmont Gas Company	Yes	No	No	No	No
Pike Natural Gas	No	Yes	Yes	No	Yes
Sheldon Gas Company	Yes	No	No	No	No
Southeastern Natural Gas	No	Yes	Yes	No	Yes
Waterville Gas and Oil Company	Yes	No	No	No	No

## APPENDIX D DEFINITION OF TERMS

**Anniversary Date** - The calendar date by which the PIPP Plus customer must be current on his/her installment payments to remain on the PIPP Plus program for the next year. The customer will have one billing cycle to make up any missed installment payments to remain on the program. Additionally, the customer's 1/24<sup>th</sup> credit will be recalculated at this time. The amount will not change if the customer has made on-time and in-full payments the previous 12 months. This date will be on the monthly utility bill.

**Reverification Date**- The actual date on which the customer completed documentation of household income. Reverification must occur no more than 12 months from the previous reverification date. Since the customer is required to re-verify any change in household size and income, the customer's reverification date may change from year to year.

**PIPP Plus Annual Verification Date** - The calendar date at or about 12 months from the customer's most recent reverification date.

**PIPP Plus Default** - The amount the customer owes in missed monthly PIPP Plus installments. (E.g., customer's PIPP amount is \$50.00 per month and the customer has not paid for two months, the PIPP default is \$100.00).

**Graduate PIPP Plus Default** - The amount the customer owes in missed monthly Graduate PIPP Plus installments. (E.g., customer's Graduate PIPP amount is \$72.00 per month and the customer has not paid for two months, the Graduate PIPP default is \$144.00). **The time period is not extended to participate in the Graduate PIPP Plus.**

**PIPP Plus Arrears** - The customer's arrearage as of the customer's PIPP Plus enrollment date. This amount will increase or decrease depending on the customer's future on-time payments. The customer is not obligated for the amount as long as he/she remains current on PIPP Plus. (E.g., customer owes the company \$850.00, prior to going on PIPP Plus, the customer makes his/her first PIPP Plus payment of \$50.00 the remaining \$800.00 is the PIPP Plus arrears).

**Total Account Balance** - The full amount of the customer's bill, which includes all charges that the customer currently owes the company. If the customer remains current on PIPP Plus, at no time shall the total account balance become due. If the customer becomes ineligible for PIPP, due to a change in income or household size, he/she would then be eligible for the Graduate PIPP Plus program.

**Total Balance Due** - Utility companies may use this term interchangeably, as the total account balance or the total balance due to keep service on. (E.g., a customer's total balance could be \$5,000; however, the total balance due to keep service on could be \$200).

*These definitions are to be used as a guide to help you understand the terms that are used interchangeably by utility companies when discussing account information. In all cases, please ask the company representative to explain the term that is being used to discuss the customer's account.*

**APPENDIX E**  
**ELECTRIC COMPANIES RECONNECTION CHARGES**  
 (Subject to Change Upon Commission Approval)

AEP Ohio	\$ 53.00	
	\$ 154.00	at pole
Cleveland Electric Illuminating	\$ 35.00	at meter
	\$ 60.00	same day after 12:30 p.m.
Dayton Power & Light (Electric)	\$ 25.00	at meter
	\$ 84.00	at service line
Duke Energy Ohio	\$ 10.00	Remote meter
	\$ 27.00	both electric and gas
Ohio Edison	\$ 35.00	
	\$ 60.00	same day after 12:30 p.m.
Toledo Edison	\$ 35.00	
	\$ 60.00	same day after 12:30 p.m.

**APPENDIX F**  
**GAS COMPANIES RECONNECTION CHARGES**  
 (Subject to Change Upon Commission Approval)

Arlington Gas	\$ 21.00	
Brainard Gas	\$ 25.00	
	\$ 37.50	after hours
Columbia Gas	\$ 52.00	
Dominion East Ohio Gas	\$ 33.00	
Duke Energy Ohio	\$ 17.00	due payment problems
	\$ 27.00	both gas and electric
Eastern Natural Gas	\$ 30.00	
	\$ 35.00	after hours
Foraker Gas Company	\$ 25.00	
Glenwood Energy of Oxford	\$ 50.00	
Northeast Ohio Natural Gas	\$ 35.00	
Ohio Cumberland Gas	\$ 30.00	
Ohio Gas Company	\$ 40.00	
Ohio Valley Gas	\$ 80.00	
Orwell Natural Gas	\$ 30.00	
Piedmont Gas Company	\$ 50.00	
Pike Natural Gas	\$ 30.00	
Sheldon Gas Co.	\$ 25.00	

**APPENDIX F**  
**GAS COMPANIES RECONNECTION CHARGES**  
(Subject to Change Upon Commission Approval)

Suburban Natural Gas	\$ 20.00
Swickard Gas Co.	\$ 30.00
Vectren	\$ 60.00
Waterville Gas & Oil	\$ 50.00



**The Public Utilities Commission of Ohio**

180 E. Broad Street  
Columbus, Ohio 43215  
(800) 686-PUCO (7826)

**Chairman**  
**Sam Randazzo**

**Commissioners**  
**M. Beth Trombold**  
**Lawrence K. Friedeman**  
**Dennis P. Deters**  
**Daniel R. Conway**

# Attachment JH-3



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Rate Schedule	Average Expenditures										Average Bill Impacts					Revenues from Program Assessment		
	Sales (MWh)	Revenue from Sales	Average # Customers	Sales per Customer (kWh)	Revenue per kWh	Annual Residential Expenditure	Monthly Residential Expenditure	Monthly Bill Impact: Non-heat Program	Monthly Bill Impact: Electric Heating Program	Monthly Bill Impact	Total Monthly Bill	Annual Revenue From Program Assessment: Non-heat Program	Annual Revenue From Program Assessment: Electric Heat Program	Annual Revenue From Program Assessment	Total Annual Revenue From Program Assessment			
400 Residential																		
100	29,167,213	\$3,383,616,190	2,226,825	13,040	\$0.103	\$1,515	\$126	\$1.58			\$2,457,671							
101	164,141	\$16,981,258	6,136	26,750	\$0.103	\$2,769	\$231	\$2.89			\$212,809							
102	24,269	\$2,414,384	737	32,929	\$0.099	\$3,276	\$273	\$3.42	\$2.63	\$6.05	\$30,289	\$23,229	\$53,478	\$53,478				
103	10,834	\$1,182,490	571	19,009	\$0.109	\$2,070	\$173	\$2.16	\$1.66	\$3.82	\$14,807	\$11,370	\$26,177	\$26,177				
104	283	\$24,097			\$0.087													
131	48	\$4,039			\$0.102	\$176	\$15	\$0.18	\$0.14	\$0.32	\$31	\$39	\$39	\$39				
163	1,364,891	\$174,372,906	103,065	15,184	\$0.115	\$1,695	\$141	\$1.77	\$1.36	\$3.12	\$2,183,811	\$1,678,519	\$3,862,331	\$3,862,331				
164	10,630	\$998,570	331	30,285	\$0.099	\$2,844	\$237	\$2.97	\$2.28	\$5.25	\$12,504	\$9,602	\$22,106	\$22,106				
165	945	\$101,202	41	23,049	\$0.107	\$2,469	\$206	\$2.58	\$1.98	\$4.56	\$1,268	\$974	\$2,241	\$2,241				
166	2,954	\$217,081			\$0.073													
167	94	\$5,512			\$0.036													
192	44	\$21,929			\$0.986													
193	22,410	\$3,410,771			\$0.244													
194	5,079	\$615,815			\$0.121													
195	7,399	\$1,866,387			\$0.256													
237	4,948	\$311,963			\$0.116	\$1,394	\$116	\$1.46	\$1.12	\$2.57	\$6,917	\$5,312	\$12,229	\$12,229				
240	6,734	\$732,676			\$0.109	\$2,109	\$171	\$2.21	\$1.70	\$3.91	\$9,237	\$7,093	\$16,330	\$16,330				
241	550	\$52,367			\$0.092													
242	445,468	\$62,925,797			\$0.141													
Unbilled																		
Total 440.0	31,439,016	\$3,657,260,798	7,348,632	13,286	\$0.116	\$1,557	\$130	\$1.63	\$1.25	\$2.87	\$45,802,158	\$35,172,208	\$80,974,366	\$80,974,366				

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Average Expenditures

Average Bill Impacts

Revenues from Program Assessment

Rate Schedule	(MWH)	Sales (MWH)	Revenue from Sales	Average # Customers	Sales per Customer (kWh)	Revenue per kWh	Annual Expenditures			Average Bill Impacts			Revenues from Program Assessment					
							Residential Expenditure	Monthly Residential Expenditure	Monthly Non-heat Program Impact	Monthly Bill Impact: Non-heat Program	Monthly Bill Impact: Heating Program	Total Monthly Bill Impact	Annual Revenue From Program Assessment: Non-heat Program	Annual Revenue From Program Assessment: Heating Program	Total Annual Revenue From Program Assessment			
402.1 Commercial																		
105	30,046	3,245,562	\$3,245,562	515	38,342	\$0.1080	\$6,301	\$525	\$6.58	\$5.05	\$1.63	\$1,689	\$1,215	\$71,864				
106	219	259,171	\$259,171	4	64,290	\$0.1126	\$7,291	\$608	\$7.61	\$5.84	\$13.46	\$56	\$281	\$646				
108	179,724	\$19,806,755	\$19,806,755	2,790	6,294	\$0.1127	\$0.0982											
109	61,867	\$6,076,371	\$6,076,371	244	253,553	\$0.1082	\$1,585	\$164	\$2.05	\$1.58	\$0.63	\$1,995,481	\$3,282,943	\$8,124,424				
110	3,354,727	\$366,846,285	\$366,846,285	186,690	19,041	\$0.1082	\$3,008	\$308	\$37.68	\$29.94	\$6.62	\$2,212,663	\$1,692,139	\$3,911,802				
114	2,148,833	\$176,609,072	\$176,609,072	4,893	43,916	\$0.1078	\$3,627,708	\$10,226	\$378.63	\$290.76	\$89.87	\$7,469,043	\$1,899,317	\$13,371,360				
117	8,295,431	\$603,744,543	\$603,744,543	1,665	498,248	\$0.1069	\$2,149,467	\$193,289	\$2,401.80	\$1,893.33	\$528.63	\$3,551,543	\$1,004,457	\$4,988,995				
120	5,213,898	\$315,200,958	\$315,200,958	136	38,838,221	\$0.0257	\$30,413	\$2,451	\$318.63	\$244.83	\$63.65	\$11,478	\$8,814	\$20,291				
123	12,942	\$915,508	\$915,508	3	4,144,000	\$0.0694	\$49,131	\$38,261	\$479.29	\$368.05	\$84.734	\$149,338	\$14,832	\$264,370				
128	171,023	\$11,939,533	\$11,939,533	26	6,577,808	\$0.1103	\$237,497	\$19,791	\$247.92	\$190.38	\$48.31	\$1,222,240	\$1,169,720	\$3,697,960				
129	8,330	\$862,793	\$862,793	512	3,192,162	\$0.0744	\$392	\$32	\$0.40	\$0.31	\$0.70	\$4,563	\$3,504	\$8,067				
130	1,634,387	\$121,674,703	\$121,674,703	954	4,466	\$0.0853	\$3,472	\$289	\$5.62	\$2.78	\$6.41	\$6,627	\$3,964	\$11,100,278				
131	4,261	\$364,224	\$364,224	15,089	36,017	\$0.0984	\$47,631	\$3,970	\$49.73	\$38.18	\$7.91	\$9,577	\$7,332	\$16,879				
168	\$43,455	\$32,363,866	\$32,363,866	16	\$37,123	\$0.0935	\$916	\$916	\$11.47	\$8.81	\$20.29	\$125,984	\$96,245	\$222,790				
169	117,628	\$10,058,499	\$10,058,499	915	128,535	\$0.0855	\$297,796	\$24,816	\$310.87	\$238.72	\$74.61	\$549,359	\$5,729	\$13,190				
170	3,796	\$595,673	\$595,673	2	1,898,000	\$0.1569	\$340,891	\$28,408	\$353.86	\$273.27	\$62.912	\$81,135	\$62,405	\$143,440				
175	86,822	\$6,480,728	\$6,480,728	19	4,569,579	\$0.0746	\$67,222	\$24,277	\$278.06	\$214.29	\$49.335	\$40,184	\$30,859	\$71,042				
176	1,412	\$118,348	\$118,348	12	3,480,750	\$0.0768	\$40,019											
182	41,707	\$3,266,772	\$3,266,772	52	\$29,900	\$0.2013	\$1,141											
192	42,025	\$8,457,891	\$8,457,891	19,406	\$2,214,081	\$0.1141												
194	19,406	\$2,214,081	\$2,214,081															
195	9,022	\$1,775,010	\$1,775,010															
210	2,499	\$217,590	\$217,590	1	2,499,000	\$0.0871	\$217,663	\$18,139	\$227.22	\$174.48	\$40.170	\$2,727	\$2,094	\$4,820				
227	8,928,870	\$775,624,229	\$775,624,229	30,552	292,232	\$0.0869	\$2,397	\$2,116	\$26.51	\$20.36	\$46.87	\$9,719,800	\$7,465,990	\$17,183,790				
238	1,636	\$143,566	\$143,566	51	32,078	\$0.0878	\$2,816	\$235	\$2.94	\$3.20	\$5.20	\$1,799	\$1,382	\$3,181				
239	26,360	\$2,192,243	\$2,192,243	63	418,413	\$0.0834												
242	51,330	\$1,330	\$1,330	32														
247	364,424	\$2,751,010	\$2,751,010	32	11,043,152	\$0.0624	\$689,079	\$57,624	\$719.34	\$552.40	\$1,271.74	\$384,860	\$218,749	\$500,609				
248	1,660,301	\$8,140,944	\$8,140,944	15	110,886,733	\$0.0490	\$5,423,650	\$45,971	\$5,661.75	\$4,347.25	\$1,009.50	\$1,019,115	\$782,951	\$1,801,710				
249	1,092,483	\$48,611,518	\$48,611,518	7	136,069,000	\$0.0443	\$6,945,071	\$578,756	\$7,249.96	\$5,367.36	\$1,817.33	\$688,997	\$467,638	\$1,076,635				
251	483,887	\$22,617,742	\$22,617,742	3	161,962,335	\$0.0465	\$7,431,248	\$627,604	\$7,861.88	\$6,027.26	\$13,899.14	\$283,028	\$217,241	\$500,369				
254	443	\$30,182	\$30,182															
Unbilled	547,306	\$44,396,610	\$44,396,610															
Total 442.1	35,295,863	\$2,711,405,887	\$2,711,405,887	245,242	143,923	\$0.0768	\$11,953	\$921	\$11,541	\$8,846	\$20.40	\$33,956,796	\$26,075,965	\$60,032,761				

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Revenues from Program Assessment

Average Bill Impacts

Average Expenditures

Rate Schedule	Sales (MWH)	Revenue from Sales	Average # Customers	Sales per Customer (kWh)	Revenue per kWh	Annual Residential Expenditure	Monthly Bill Impact: Non-heat Program	Monthly Bill Impact: Electric Heating Program	Total Monthly Bill Impact	Annual Revenue From Program Assessment: Non-heat Program	Annual Revenue From Program Assessment: Electric Heat Program	Total Annual Revenue From Program Assessment
442.2 Industrial												
106	104	\$11,833	3	34,667	\$0.1138	\$3,915	\$4.12	\$3.16	\$7.28	\$148	\$114	\$262
110	3,287	\$32,641	154	21,344	\$0.101	\$2,160	\$2.25	\$1.75	\$3.99	\$4,167	\$3,200	\$7,367
114	16,117	\$1,497,313	26	619,845	\$0.0904	\$56,033	\$38.50	\$4,921	\$103,421	\$18,251	\$14,015	\$22,267
117	810,701	\$55,332,037	65	12,472,323	\$0.0683	\$851,660	\$869.26	\$688.87	\$1,557.13	\$693,620	\$332,642	\$1,026,263
120	3,415,634	\$209,329,791	49	71,717,633	\$0.0893	\$4,268,984	\$1,456.40	\$1,422.14	\$7,878.53	\$2,620,361	\$2,012,217	\$4,632,578
126	9,282	\$622,565	2	4,611,000	\$0.0671	\$111,411	\$325.08	\$249.64	\$574.72	\$7,802	\$5,991	\$13,793
137	379,501	\$28,079,610	77	4,974,381	\$0.0759	\$364,222	\$380.21	\$291.97	\$672.18	\$351,316	\$609,781	\$961,097
168	13,690	\$1,229,495	21	61,906	\$0.0899	\$39,541	\$4.11	\$4.93	\$108.04	\$15,400	\$11,826	\$27,226
170	1,202	\$106,605	3	400,667	\$0.0887	\$33,539	\$37.10	\$28.49	\$65.59	\$1,336	\$1,026	\$2,361
176	138,431	\$10,972,184	7	22,653,857	\$0.0672	\$1,566,401	\$1,653.17	\$1,252.67	\$2,890,841	\$137,334	\$106,476	\$242,830
183	104,270	\$7,857,232	11	9,179,091	\$0.0754	\$714,723	\$746.10	\$572.94	\$1,319.04	\$98,485	\$75,628	\$174,114
192	617	\$104,782			\$0.1620							
194	214	\$32,409			\$0.102							
195	494	\$82,162			\$0.1663							
227	99,561	\$8,964,728	177	562,492	\$0.0900	\$30,624	\$32.85	\$40.58	\$93.43	\$112,246	\$86,196	\$198,442
230	27,073	\$1,628,804			\$0.0602							
233	899,138	\$16,340,346	1	899,138,000	\$0.0513	\$46,203,607	\$48,338.46	\$37,119.87	\$85,458.33	\$380,061	\$445,438	\$1,025,500
235	270,161	\$17,369,866	3	90,053,667	\$0.1643	\$1,790,451	\$6,044.65	\$4,641.79	\$10,686.44	\$217,648	\$167,104	\$384,752
239	553	\$48,111	1	553,000	\$0.0870	\$48,111	\$50.22	\$38.57	\$88.79	\$601	\$463	\$1,065
247	1,086,761	\$67,467,160	34	31,963,539	\$0.0621	\$1,984,921	\$2,072.08	\$1,591.18	\$3,663.26	\$845,407	\$649,202	\$1,494,609
252	293,999	\$16,196,345	4	60,294,790	\$0.0664	\$1,049,297	\$1,227.16	\$1,246.10	\$7,473.26	\$202,904	\$153,813	\$356,717
Unbilled	31,840	\$1,350,987			\$0.0424							
Total 442.2	7,672,930	\$475,305,008	638	12,026,536	\$0.0619	\$744,443	\$777.12	\$596.77	\$1,373.89	\$5,949,662	\$4,568,841	\$10,518,503

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Revenues from Program Assessment

Average Bill Impacts

Average Expenditures

Rate Schedule	Sales (MWH)	Revenue from Sales	Average # Customers	Sales per Customer (kWh)	Revenue per kWh	Annual Residential Expenditure	Monthly Bill Impact: Non-heat Program	Monthly Bill Impact: Electric Heating Program	Total Monthly Bill Impact	Annual Revenue From Program Assessment: Non-heat Program	Annual Revenue From Program Assessment: Electric Heat Program	Total Annual Revenue From Program Assessment
444 Street and Traffic Lights												
444.1 Street	250,043	\$30,359,801	1,756	142,394	\$0.2014	\$28,678	\$29.94	\$22.99	\$52.93	\$630,835	\$484,429	\$1,115,264
444.2 Traffic	30,993	\$2,814,253	2,958	10,478	\$0.0908	\$951	\$0.90	\$0.76	\$1.76	\$33,234	\$27,072	\$60,305
Unbilled	1,233	\$29,970			\$0.1860							
Total 444	282,271	\$33,403,974	4,714	59,879	\$0.1892	\$11,329	\$11.83	\$9.08	\$20.91	\$668,999	\$513,733	\$1,182,732
445 Public Authority												
NA SA	157,504		1	157,504,000								
Federal	3,077,468	\$210,775,031	59	52,160,475	\$0.0683	\$3,572,995	\$3,729.85	\$2,864.21	\$6,594.06	\$2,640,733	\$2,027,861	\$4,668,594
Municipal	3,799,031	\$21,064,010	18,131	209,532	\$0.0843	\$17,705	\$18.48	\$14.19	\$32.68	\$4,021,326	\$3,089,040	\$7,110,366
County	795,817	\$74,109,181	5,112	155,676	\$0.0931	\$14,493	\$15.13	\$11.62	\$26.75	\$928,117	\$712,716	\$1,640,833
Comm of VA	2,392,566	\$157,963,889	5,260	439,910	\$0.0697	\$30,027	\$31.34	\$24.07	\$55.41	\$1,978,481	\$1,519,307	\$3,497,789
Earned revenue/Non current		\$37,714,304										
Unbilled	141,832	\$10,818,098			\$0.0763							
Total 445	10,254,018	\$737,635,905	28,563	358,997	\$0.0719							
Total Sales (MWH) and Revenue From	84,661,826	7,581,007,598	2,623,075							85,708,617	65,817,013	151,525,630
Non-heat Program Cost as Percent of Revenues From Sales	1.23%											
Electric Heat Program Cost as Percent of Revenues From Sales	0.96%											
Total Program Cost as Percent of Revenues from Sales	2.21%											
Average \$/kWh	0.0894433											
Average USF	0.00195309											

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**CERTIFICATE OF SERVICE**

I hereby certify that the following have been served with a true and accurate copy of the foregoing via electronic mail:

C. Meade Browder, Jr.  
Katherine C. Creef  
John E. Farmer, Jr.  
OFFICE OF THE ATTORNEY GENERAL  
DIVISION OF CONSUMER COUNSEL  
202 North Ninth Street, 8<sup>th</sup> Floor  
Richmond, VA 23219

William H. Chambliss  
Arlen Bolstad  
STATE CORPORATION COMMISSION  
OFFICE OF GENERAL COUNSEL  
P. O. Box 1197  
Richmond, VA 23218

Paul E. Pfeffer  
DOMINION ENERGY SERVICES, INC.  
120 Tredegar Street, RS-2  
Richmond, VA 23219

Joseph K. Reid, III  
Lisa R. Crabtree  
MCGUIRE WOODS, LLP  
Gateway Plaza  
800 East Canal Street  
Richmond, VA 23219

Justin I. Bell  
Ellen R. Malenke  
OFFICE OF THE ATTORNEY GENERAL  
202 North Ninth Street  
Richmond, VA 23219

Matthew L. Gooch  
William T. Reisinger  
REISINGERGOOCH, PLC  
11 South 12<sup>th</sup> Street  
Richmond, VA 23219

Louis R. Monacell  
Edward L. Petrini  
Timothy G. McCormick  
CHRISTIAN & BARTON, LLP  
909 East Main Street, Suite 1200  
Richmond, VA 23219



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Nathaniel Benforado  
SOUTHERN ENVIRONMENTAL LAW CENTER

**DATED: September 3, 2020**