	A.13-12-012 / I.14-06			
	August 11, 2014			
Witness: <u>A</u>	anthony Cusati, III			
AGENT (NY OF ANTHONY CU CONSORTIUM IN PAC FORAGE RATE CASE	CIFIC GAS & ELEC	TRIC'S GAS TRAN	SMISSION

1		1 estimony of Anthony Cusati, 111
2	Q:	Please state your name, title and business address.
3	A:	My name is Anthony Cusati, III. I am the Director of Regulatory Affairs for Interstate
4		Gas Supply, Inc. dba IGS Energy ("IGS"). My business address is 1379 Butter Churn
5		Drive, Herndon, Virginia 20170. My professional and educational qualifications are
6		provided in Attachment 1.
7	Q:	Please describe IGS
8	A:	IGS serves over 1 million customers nationwide and sells natural gas and electricity to
9		customers in 11 states and in over 40 utility service territories. The IGS family of
10		companies (which include IGS Generation, IGS Home Services and IGS CNG Services)
11		also provides customers focused energy solutions that complement IGS Energy's core
12		commodity business including distributed generation, CNG refueling, and utility line
13		protectionCurrently our operations in California are focused on supplying natural gas to
14		the residential consumer.
15	Q:	Have you previously testified before the California Public Utilities Commission?
16	A:	No I have not previously testified before the California Public Utilities Commission,
17		however, I have provided testimony in regulatory proceedings in New York,
18		Pennsylvania, Maryland, Texas and Illinois.
19	Q:	On whose behalf are you testifying?
20	A:	I am testifying on behalf of the Core Transport Agent Consortium ("CTAC"). CTAC is
21		an ad-hoc coalition representing a significant portion of core transport agent ("CTA")
22		service in northern California. IGS is as member of CTAC.
23	Q:	What is the purpose of your testimony?

- 1 A: This testimony presents information as to issues that IGS currently experiences with
- 2 PG&E's consolidated billing practices and protocols.
- 3 Q: What is consolidated billing?
- 4 A: Consolidated Billing is on optional service provided by PG&E whereby a CTA provides
- 5 PG&E either the amount to charge the CTA customers or a rate on a per therm basis, for
- 6 natural gas service that PG&E uses to calculate the CTA charges. PG&E then bills the
- 7 CTA's customer on behalf of the CTA, collects charges for the CTA-provided gas on
- behalf of the CTA, and electronically transmits that payment to the CTA.
- 9 Q: Does IGS utilize PG&E consolidated billing.
- 10 A: Yes. IGS utilizes consolidated billing for its residential customers in PG&E's service
- 11 territory.
- 12 Q. Does IGS pay PGE for the utility consolidated billing service?
- 13 A. Yes. IGS pays PGE for the utility consolidated billing service of 70 cents per invoice.
- Further, in order to initiate utility consolidated billing IGS was required to pay PGE
- substantial set-up fees and we are required to pay on-going maintenance fees. Thus the
- payments that IGS makes to PGE for the utility consolidated billing service are
- 17 significant.
- 18 Q. Do CTA customers pay for utility billing services?
- 19 A. Yes. CTA customers pay distribution rates and the cost of utility billing is recovered
- 20 through distribution rates. Bundled customers cost of billing for the natural gas
- commodity are recovered through distribution rates as well so it would be reasonable to
- 22 expect that CTA customers would get the same level of service for billing that is afforded
- to bundled customers.

Q. Why is utility consolidated billing import	tant	t'
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- 2 Utility consolidated billing is important in order for residential customers to have a A. 3 positive customer experience when receiving natural gas service from a CTA. Residential gas customers generally prefer to receive one bill from the utility for 4 distribution and commodity service. When the customer leaves PGE in order to receive 5 6 commodity gas service from a CTA the CTA could either bill the customer separately for 7 commodity, but that would mean the customer would receive two bills for their natural 8 gas service. The other option is for the CTA to utilize utility consolidated billing which 9 enables the customer to continue to receive one bill for distribution and commodity 10 service. Currently under the California regulatory structure CTAs do not have the ability 11 to bill for the utility distribution charges, so CTA's cannot maintain that one bill 12 experience for the customer without utilizing utility consolidated billing. 13 Q: Has IGS experienced any issues with the timely remittance of payments from 14 PG&E? 15 A: Yes. It is has been IGS' experience that PG&E does not consistently release customer 16 payments to IGS in a timely manner.
- O: Do you know of circumstances that might lead PG&E not to make timely payments to IGS?
- Yes. It is my understanding that if there is a credit or refund provided on a customer bill, which has no relationship with the commodity charge of IGS, a portion of such credit is applied to the IGS commodity charge, thus reducing the amount remitted and owed to IGS in this circumstance. Moreover, if an IGS customer is under-billed, PG&E may take funds paid by the customer for IGS' balance and apply such funds to other PG&E

1		charges on the bill such as transmission and distribution charges. Also, if a customer is
2		put on a negotiated payment plan it is my understanding that PG&E will apply all funds
3		paid by the customer on such payment plan to PG&E charges first before remitting any
4		payment to IGS.
5	Q:	Does PG&E inform IGS of the reasons why PG&E has not remitted payments made
6		by IGS' customers?
7	A:	No. PG&E does not inform IGS of the fact that it has received payment from an IGS
8		customer but has not remitted such payment to IGS, nor does PG&E provide IGS with
9		any reasons why such payment has not been remitted to IGS. PGE also does not provide
10		any accounting as to how much the customer owes IGS or where IGS' payments stand in
11		line with the other customer payments that are past due.
12	Q:	How does IGS learn of the fact that its customers have paid PG&E for IGS charges
13		but PG&E has failed to remit such payment to IGS?
14	A:	Often times, IGS learns of the fact that its customers have already paid an outstanding bill
15		only after it has taken action against the customer based upon non-payment. Where the
16		customer has actually paid PG&E for the IGS portion of the bill, but PG&E has failed to
17		remit such payment, the customer will often contact IGS and inform IGS that the
18		customer has already made the subject payment to PG&E.
19	Q:	What are the consequences of PG&E's practices you have described.
20	A:	PG&E's failure to consistently remit timely customer payments to IGS results in
21		uncertainty as whether there is an error in PG&E's or IGS' billing system, or whether
22		IGS' customer has simply failed to make a payment. If IGS has not been paid, and
23		PG&E will not inform IGS as to the reasons why it has not been paid, IGS is often left

1		with no choice but to inform the customer that no payment has been received, and if such
2		non-payment continues to return the customer to PG&E commodity service and seek to
3		collect the outstanding debt owed to IGS independently of PGE's billing and credit and
4		collection process. In circumstances where the IGS customer has paid, but PG&E has not
5		timely remitted such payment to IGS, or informed IGS as to why it has not remitted such
6		payment, the result is customer frustration. This process makes for an unpleasant
7		customer experience, creates an adversarial relationship with the customer, adds
8		additional resource time which drives up costs, which are passed onto the consumer in
9		the form of higher prices.
10	Q:	Can you provide any examples of some of the circumstances you have described.
11	A:	Yes. Attachments 2 and 3 contain screen shots of customer account information from
12		IGS' accounting and billing system that are representative examples of the problems I
13		have described above regarding PG&E's failure to timely remit payment to IGS. The
14		screen shots in Attachment 2 show examples of accounts for which charges were billed
15		but IGS did not receive timely payment from PG&E. Call notes for these accounts
16		indicate that IGS was provided notice from the customer that payment had been made to
17		PG&E. The screen shots in Attachment 3 show examples of customer accounts for
18		which PG&E and the customer had negotiated a payment plan, but IGS was not informed
19		of such payment plan.
20	Q.	Has IGS attempted to get more information from PGE regarding the customer
21		payment issues?
22	A.	Yes. IGS representatives have had informal conversations with PGE representatives

regarding the difficulty we are having from PGE regarding receiving customer payment

1		information. PGE generally cites customer privacy issues regarding why they provide
2		virtually zero information to IGS about the payments made by customers. However, the
3		customer has affirmatively agreed to enroll in commodity service from IGS, and has
4		agreed to terms and conditions of service that authorize IGS to act as their agent and
5		work with PG&E in procuring natural gas supply. Therefore, PGE should provide IGS
6		with the basic customer payment information IGS needs to effectuate the service upon
7		which the customer has enrolled. Generally, this is not controversial. In other
8		jurisdictions with natural gas Choice programs I am unaware of any market where the
9		utility will not provide basic payment information to the Choice supplier such as the
10		amount of money the customer owes to the Choice supplier. IGS participates in dozens
11		of natural gas Choice markets throughout the country.
12	Q.	Do you have any recommendation as to how PGE should correct the problems you
13		detail in your testimony?
14	A.	I am in agreement with the recommendations regarding these issues set forth in CTAC
15		Witness Mark Fulmer's prepared testimony in this proceeding.
16	Q.	Will adopting the recommendations listed above significantly improve the
17		experience for a customer when the customer is past due on the utility bill?
18	A.	Being past due on a utility bill is likely already a stressful experience for the customer.
19		Thus anything that can be done to ensure that the collections process can go as smoothly
20		and accurately as possible will significantly improve the experience for the customer than
21		is already likely experiencing difficulty. Conversely, when the correct billing data is not
22		provided to CTA areating uncertainty in the amount that the quatemen areas it can
22		provided to CTA, creating uncertainty in the amount that the customer owes, it can

significantly exacerbate the customer's difficulties.

- 1 Q: Does this conclude your testimony?
- 2 A. Yes.

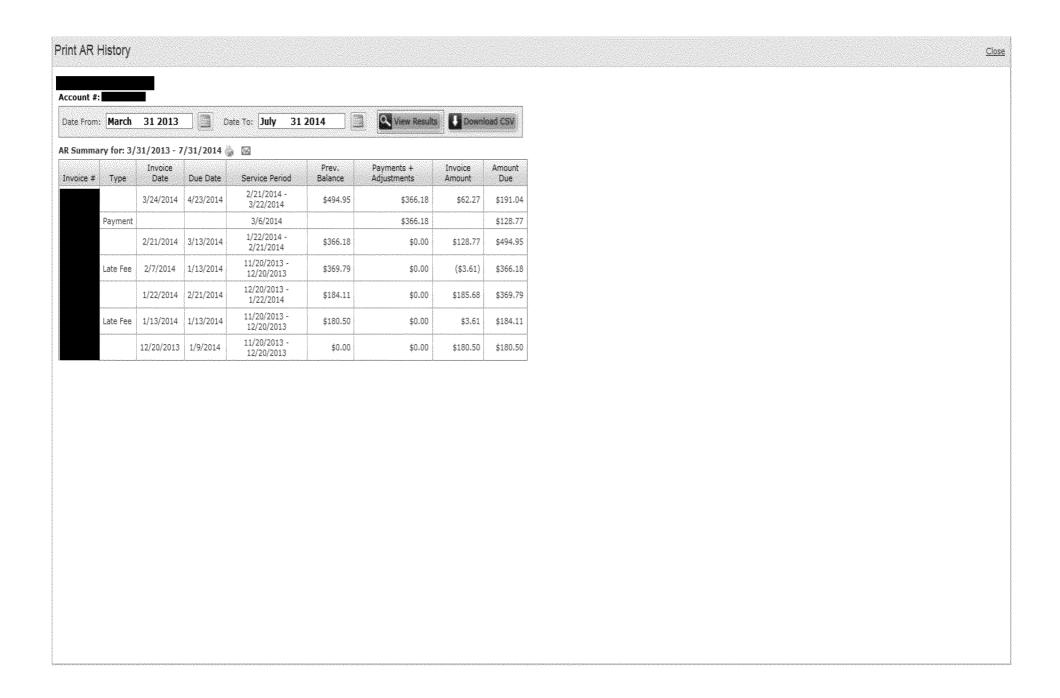
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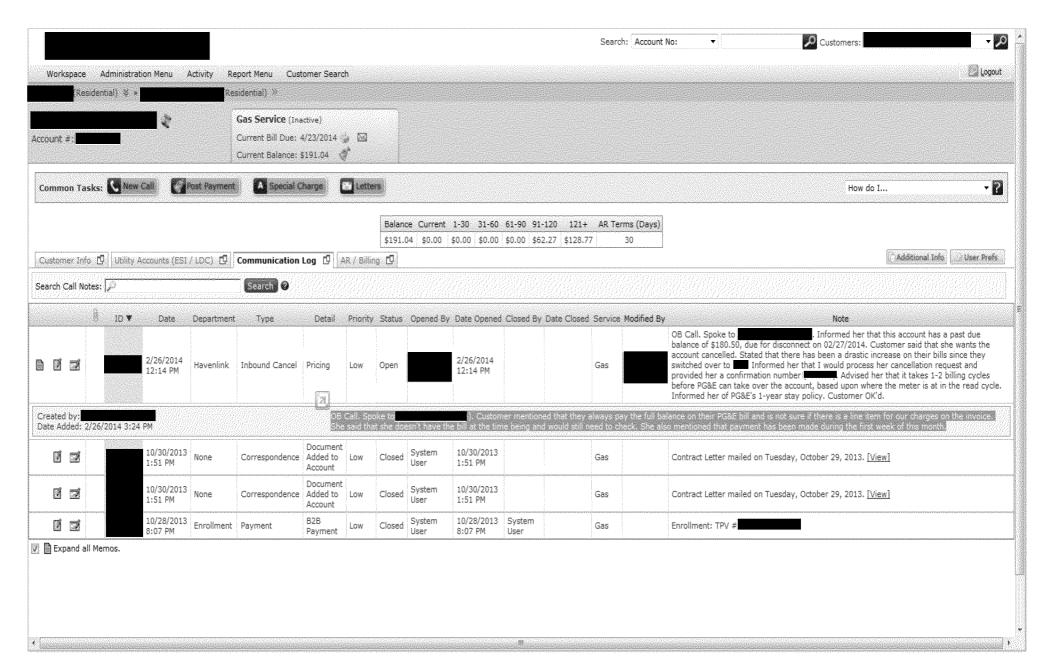
ATTACHMENT 1

Qualifications of Anthony Cusati, III

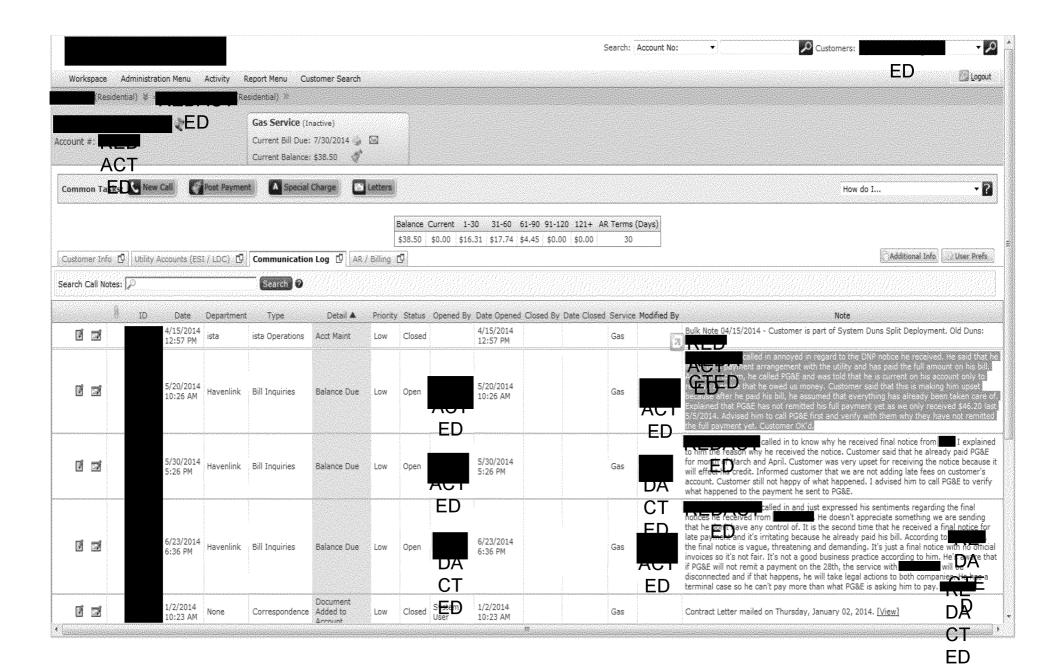
4	I attended Roger Williams College in Bristol, Rhode Island and studied Business
5	Administration with a major in Accounting. I have been employed by Interstate Gas Supply, Inc
6	since January, 2008 as the Director of Regulatory Affairs, and in that capacity I am responsible
7	for regulatory affairs matters in markets that IGS Energy operates, which includes existing
8	markets as well as new market development. Prior to this, I was employed by two competitive
9	energy supply companies, Commerce Energy, Inc. and ACN Energy, Inc. in similar capacities
10	from 2000 through the end of 2007. Prior to my employment in the competitive energy supply
11	arena, I was employed in the for-profit sector of healthcare, holding various financial
12	management positions ranging from Controller to Chief Financial Officer. In summary, I have
13	considerable experience in many states covering customer CHOICE issues.

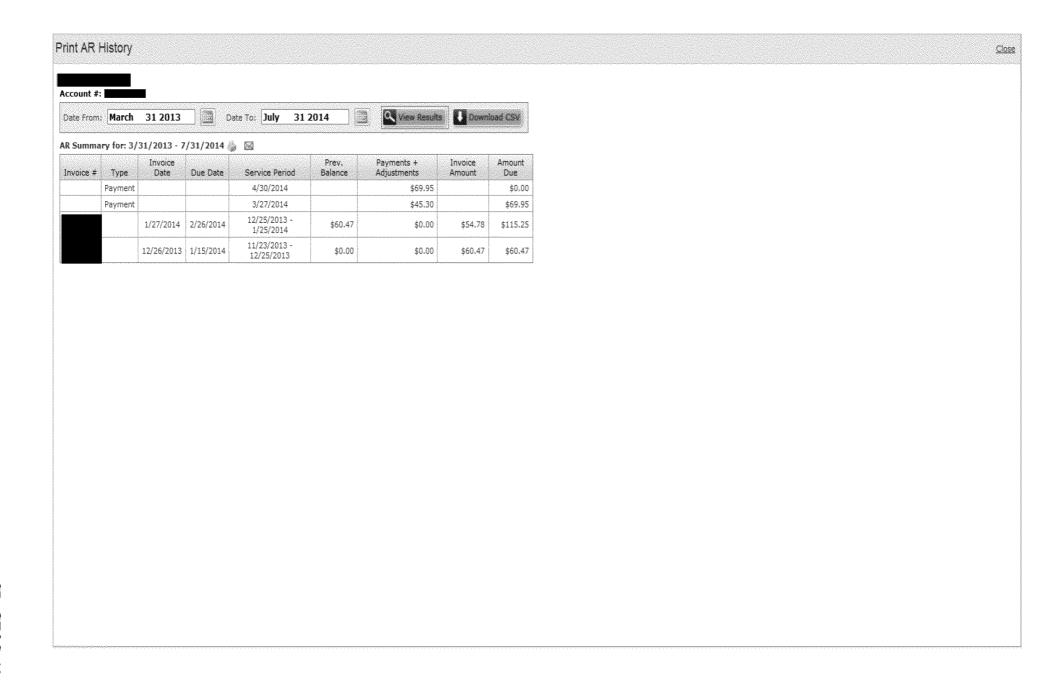
Attachment 2





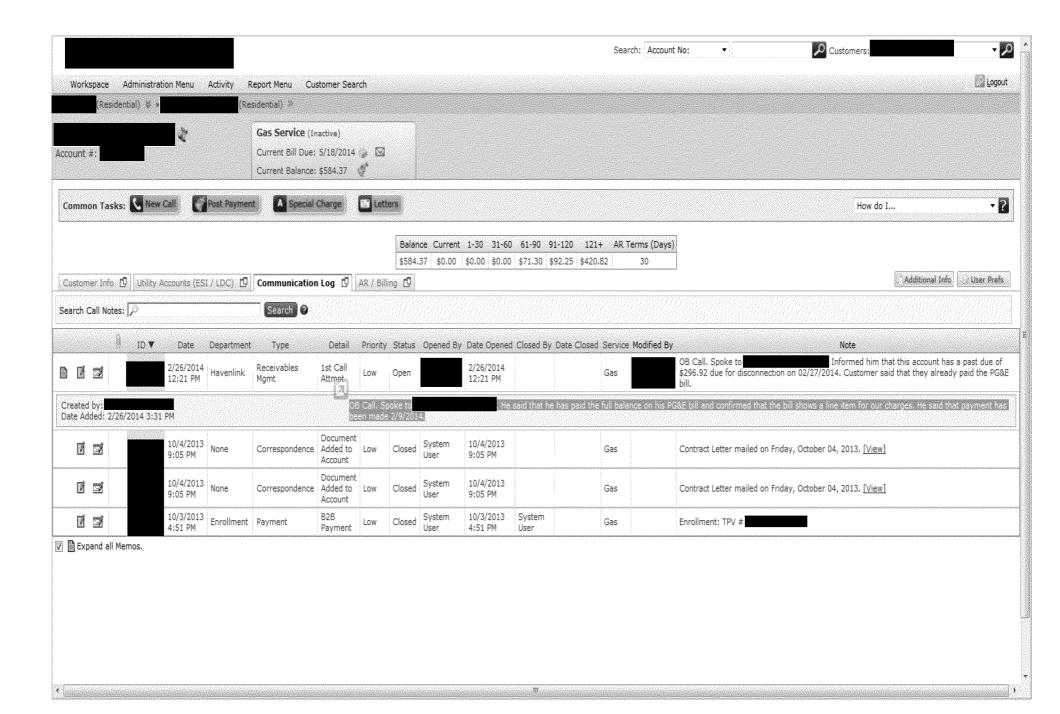
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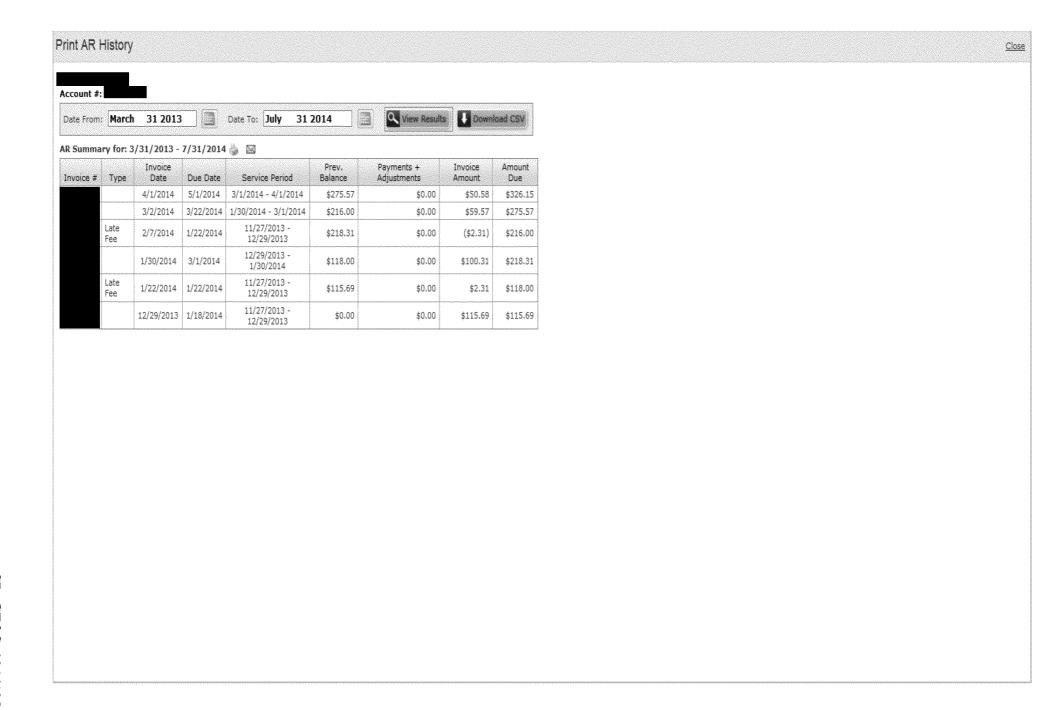


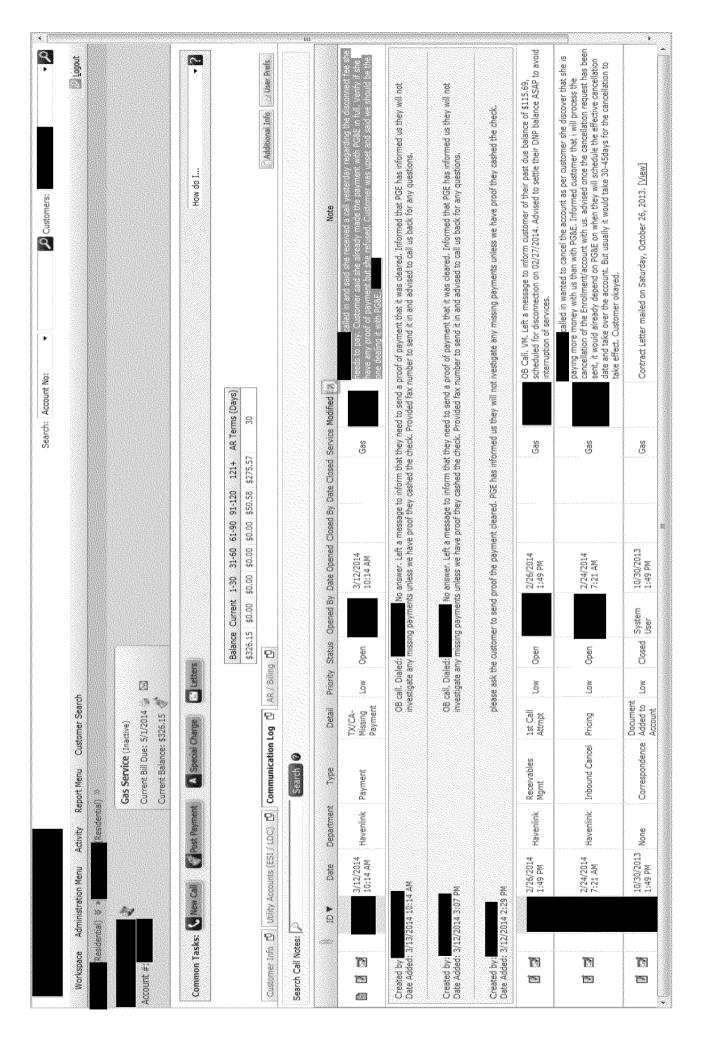




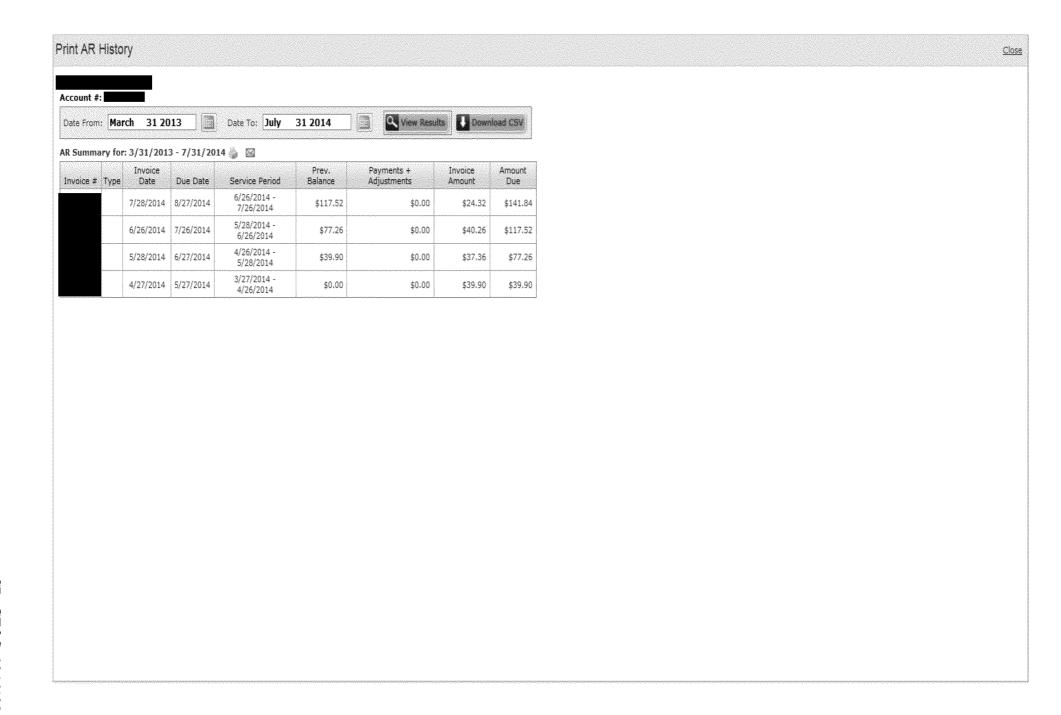
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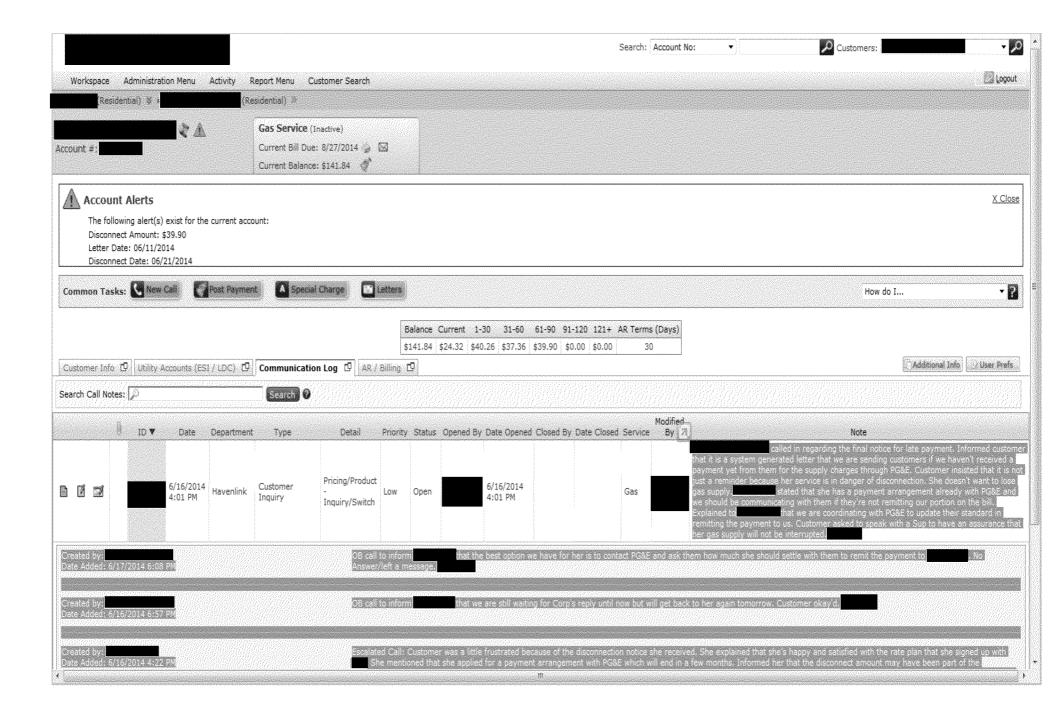




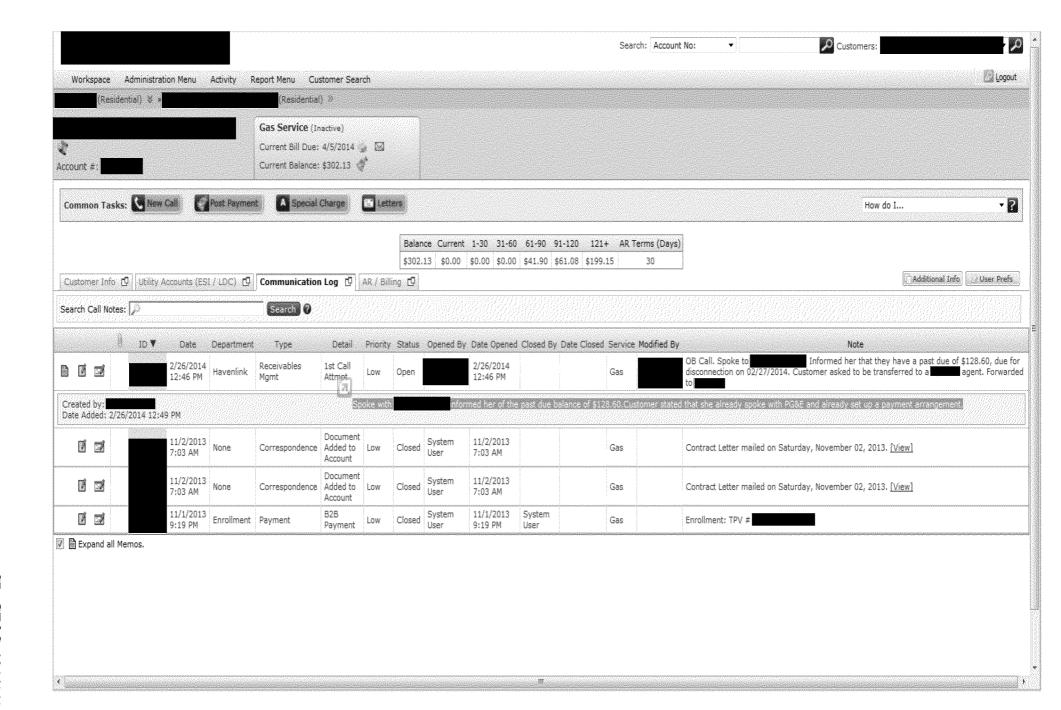


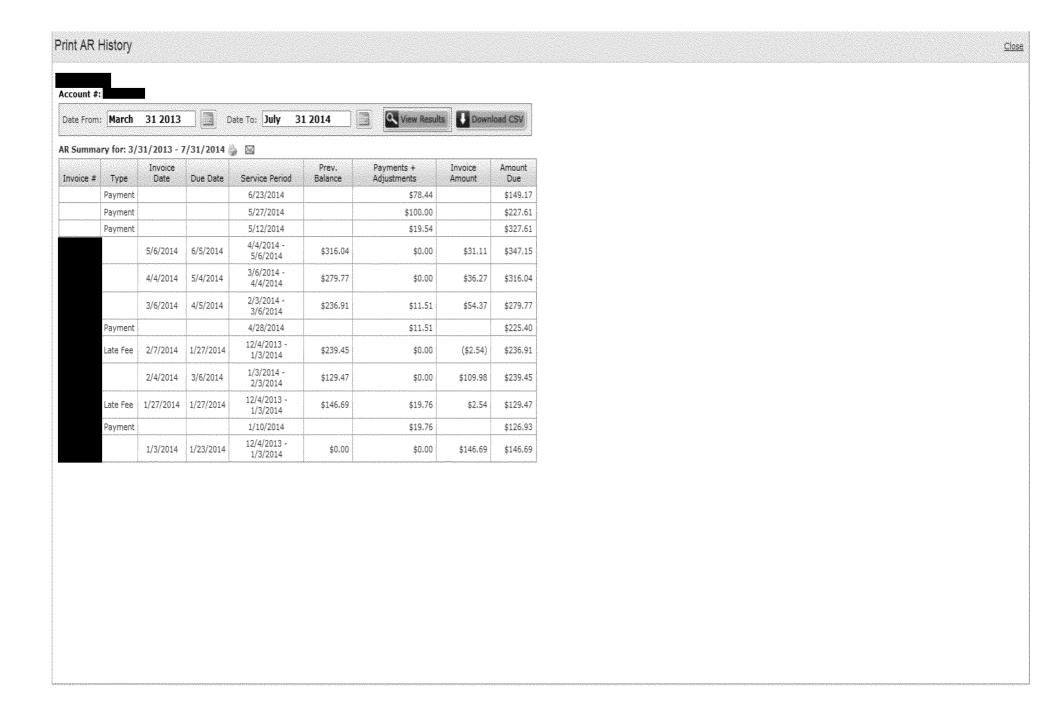
Attachment 3

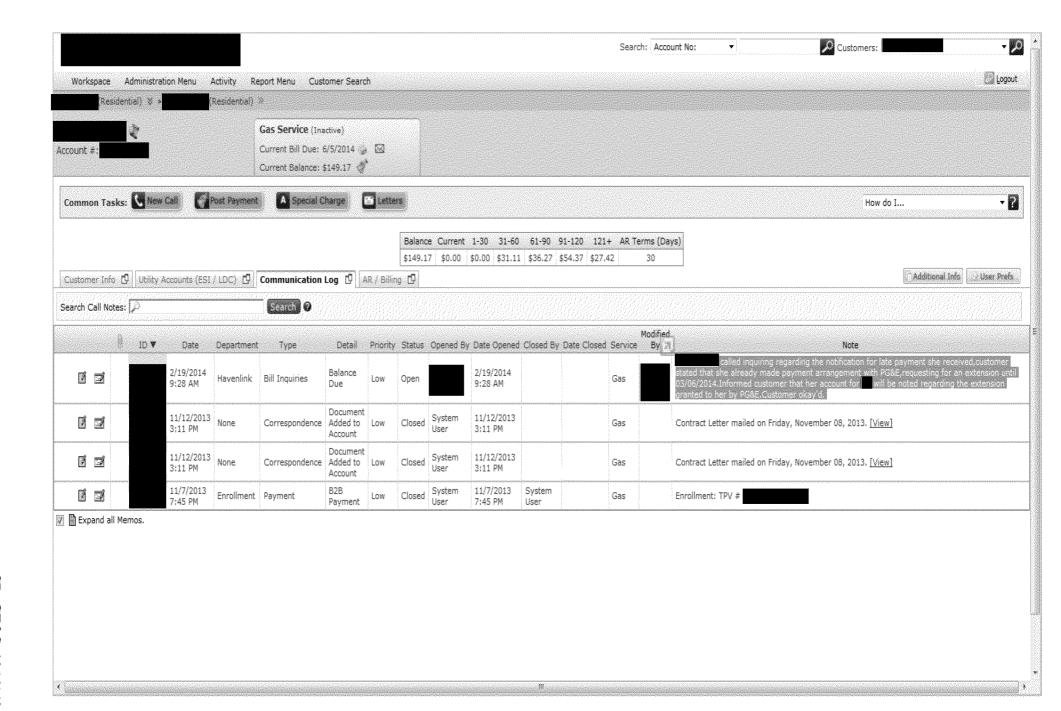




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March 31 2013 Bry for: 3/31/2013 - 7/. Type Date Payment Payment Payment Date Fee 2/7/2014 1/29/2014 1/29/2014 1/29/2013 12/28/2013	31 2014 A View Results	Prev. Payments + Invoice Balance Adjustments Amount	***************************************	# # # # # # # # # # # # # # # # # # #	\$292.84 \$0.00 \$58.00	\$209.69	\$0.00 (\$2.38)	\$121,30 \$0,00	\$118.92	\$0.00 \$118.92
Type Payment Payment Payment Tate Fee	Date To: July 31 2014	Prev. Payments + Invoice Service Period Balance Adjustments Amount	***************************************	# # # # # # # # # # # # # # # # # # #	2/28/2014 \$292.84 \$0.00 \$58.00	1/29/2014 - \$209.69 \$0.00 \$83.15	11/26/2013 - \$212.07 \$0.00 (\$2.38)	12/28/2013 - \$121.30 \$0.00 \$90.77	11/26/2013 - \$118.92 \$0.00 \$2.38	11/26/2013 - \$0.00 \$118.92
	Date To: July 31 2014	Due Date Service Period Balance Adjustments Amount	***************************************	# # # # # # # # # # # # # # # # # # #	4/30/2014 2/28/2014 \$292.84 \$0.00 \$56.00	3/20/2014 1/29/2014 \$209.69 \$0.00 \$83.15	1/21/2014 11/26/2013 \$212.07 \$0.00 (\$2.38)	2/28/2014 12/28/2013 \$121.30 \$0.00 \$90.77	1/21/2014 11/26/2013 \$118.92 \$0.00 \$2.38	1/17/2014 11/26/2013 \$0.00 \$118.92

