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APR 21 2010

April 21, 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

VIA FEDERAL EXPRESS

James J. McNulty, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

**Re: Petition of PECO Energy Company For Approval of Its Revised Electric
Purchase of Receivables Program, Docket No. P-2009-2143607**

Dear Secretary McNulty:

On March 22, 2010, a Joint Petition for Partial Settlement was filed in the above-referenced matter. Original Joint Petition signature pages were filed along with the Joint Petition for all Joint Petitioners except the Office of Small Business Advocate (OSBA), the Office of Consumer Advocate (OCA), Dominion Retail, Inc. (Dominion) and the Retail Energy Supply Association and Direct Energy Services, LLC (RESA/Direct). Original Statements in Support of the Joint Petition were filed for all Joint Petitioners except OSBA, OCA and RESA/Direct.

In addition, on March 23, 2010, a Stipulation was filed by all the parties in the above-referenced matter. Original stipulation signature pages were filed for all parties except OSBA, RESA/Direct, Dominion and the Philadelphia Area Industrial Energy Users Group (PAIEUG).

With this letter, we are enclosing all original signature pages and Statements in Support not previously filed. As evidenced by the attached Certificate of Service, a copy of this letter has been served on all parties and the presiding Administrative Law Judge. Kindly time stamp the extra copy of this letter we have enclosed and return it to us in the postage-paid, return addressed envelope provided.

James J. McNulty, Secretary
April 21, 2010
Page 2

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Should you have any questions, please contact me directly at 215.963.5384. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Kenneth M. Kulak", written in a cursive style.

Kenneth M. Kulak

Enclosures

c: Certificate of Service

3. That the Commission enter an Order, following a Commission decision on the Reserved Issues, evidencing its approval of the Settlement and terminating the proceeding.

Respectfully submitted

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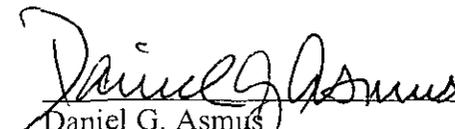
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3. That the Commission enter an Order, following a Commission decision on the Reserved Issues, evidencing its approval of the Settlement and terminating the proceeding.

Respectfully submitted

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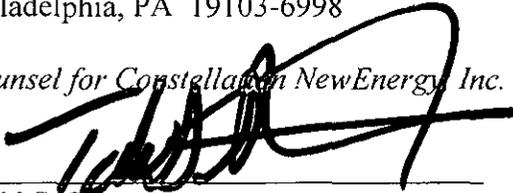


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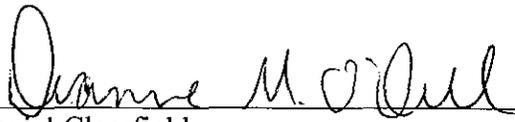
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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**PETITION OF PECO ENERGY :
COMPANY FOR APPROVAL OF ITS : DOCKET NO. P-2009-2143607
REVISED ELECTRIC PURCHASE OF :
RECEIVABLES PROGRAM :**

**STATEMENT OF THE OFFICE OF SMALL BUSINESS ADVOCATE
IN SUPPORT OF THE JOINT PETITION FOR PARTIAL SETTLEMENT**

I. BACKGROUND

The Small Business Advocate is authorized and directed to represent the interests of the small business consumers in proceedings before the Pennsylvania Public Utility Commission (“Commission”) under the provisions of the Small Business Advocate Act, Act 181 of 1988, 73 P.S. §§ 399.41 - 399.50.

II. PROCEDURAL HISTORY

On November 20, 2009, PECO Energy Company (“PECO” or “the Company”) filed the Petition of PECO Energy Company for Approval of its Revised Electric Purchase of Receivables Program (“Petition”) with the Pennsylvania Public Utility Commission (“Commission”). PECO proposed that the revised purchase of receivables (“POR”) program take effect on January 1, 2011, and requested that the Commission approve its Petition no later than March 31, 2010.

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The Office of Small Business Advocate (“OSBA”) filed a Notice of Intervention and Public Statement in the proceeding on December 4, 2009.

Other parties to this proceeding include the Commission’s Office of Trial Staff (“OTS”); the Office of Consumer Advocate (“OCA”); the Philadelphia Area Industrial Energy Users Group (“PAIEUG”); Constellation New Energy, Inc. (“Constellation”); Dominion Retail, Inc. (“Dominion”); Direct Energy Services, LLC (“Direct”); and the Retail Energy Supply Association (“RESA”).

The OSBA filed a pre-hearing memorandum and participated in the pre-hearing conference on January 5, 2010, before Administrative Law Judge (“ALJ”) Cynthia Williams Fordham.

The OSBA filed the Direct Testimony of its witness, Brian Kalcic, on February 2, 2010, and the Surrebuttal Testimony of Mr. Kalcic on March 3, 2010.

Evidentiary hearings scheduled for March 4 and 5, 2010, were cancelled by ALJ Fordham at the request of the parties. As the ALJ has agreed, the parties will submit their testimony for the record by stipulation.

The OSBA actively participated in the negotiations that led to the Joint Petition for Partial Settlement (“Settlement”) and is a signatory to the Settlement.

However, the parties have been unable to reach an agreement on two issues: (1) the concern of the OSBA and the OCA over PECO’s proposal to have the right to terminate customers for unpaid electric generation supplier (“EGS”) charges for basic electricity supply, which are incurred or billed before the revised POR program is implemented on January 1, 2011; and (2) OTS’ proposal to require PECO to unbundle generation-related uncollectible accounts expense from distribution rates for collection

from default service customers and to purchase EGS receivables at a discount rate corresponding to PECO's uncollectible expense, POR implementation costs, and any related administrative costs.

The Settlement reserves these two issues for briefing and for a decision by the Commission.

III. RECOVERY OF UNDERCOLLECTIONS

In PECO's default service settlement, *Petition of PECO Energy Company for Approval of its Default Service Program and Rate Mitigation Plan*, Docket No. P-2008-2062739 (Order entered June 2, 2009), PECO agreed that to the extent that payments from shopping customers are insufficient to cover the cost of the receivables purchased from the EGSs, PECO will not seek to recover the shortfall from other customers. In its Answer to PECO's Petition in the instant proceeding, the OSBA noted with approval PECO's statement that the revised POR program will adhere to the default service settlement prohibiting recovery of any such shortfalls from non-shopping customers.

IV. STATEMENT IN SUPPORT OF SETTLEMENT

A. OSBA's Proposal

Under PECO's revised POR program, shopping customers who are paying a rate in excess of their applicable default service rate could be exposed to termination

procedures from which they were previously protected.¹ In light of this change, OSBA witness Brian Kalcic testified that PECO should: a) notify shopping customers of their prospective exposure to certain termination procedures; *and* b) inform shopping customers as to whether or not they are paying rates to EGSs that are in excess of the default service rate.²

As Mr. Kalcic pointed out,

By alerting shopping customers that they may be able to save money by returning to default service, the potential impact of the new termination rules on shopping customers could be mitigated. The act of returning to default service, in and of itself, would not mitigate the potential for termination due to nonpayment. However, if a shopping customer's return to default service *were to lower that customer's monthly bill*, the customer would presumably be better able to keep his/her account current, and thereby avoid potential termination.³

Mr. Kalcic explained that the OSBA has received numerous complaints from customers who were transferred from default service to EGS service in connection with PECO's 2003 market share threshold ("MST") program. Many of the MST program participants that complained to the OSBA appeared to be paying EGS rates that were higher than the default service rates charged by PECO.⁴ Therefore, it is the OSBA's position that, to the extent that certain customers continue to participate in the MST program, they are entitled to notification that they have the right to return to default service and that doing so could make them less vulnerable to termination.

¹ OSBA Statement No. 1, Direct Testimony of Brian Kalcic at 3.

² *Id.*

³ OSBA Statement No. 1, Direct Testimony of Brian Kalcic at 4 (emphasis in original).

⁴ *Id.*

To help current EGS customers mitigate the potential for termination of their electric service, Mr. Kalcic testified that “PECO should: a) identify the default service rate in ¢/kWh (*i.e.*, the price to compare) applicable to the EGS customer at the time of notification; and b) indicate the current rate (in ¢/kWh) that the customer is paying for EGS service.”⁵ Mr. Kalcic stated that such information should be included in the same mailing that PECO uses to notify the EGS customers of the new termination rules.⁶

B. Dominion’s Response

In his rebuttal testimony, Dominion witness Thomas J. Butler opposed the OSBA’s proposal that PECO inform shopping customers as to whether or not such customers are paying EGS rates in excess of their applicable default service rate.

Specifically, Mr. Butler stated:

[I]t would not be a sound basis for a radical policy shift that would have electric distribution companies reviewing every customer’s rates every month in order to tell them whether their rate has exceeded the default service rate and to inevitably make recommendations on what customers should do. The OSBA would essentially have the utility providing customers with *perpetual rate counseling services* that have the definite potential to interfere with EGS contracts and which would put the EDC in the role of advising customers on courses of action.⁷

However, Mr. Kalcic explained that Mr. Butler’s testimony is a gross mischaracterization of the OSBA’s position. Specifically, Mr. Kalcic stated that “the

⁵ *Id.* at 5.

⁶ See PECO Statement No. 1 at 16, lines 4-10; OSBA Statement No. 1, Direct Testimony of Brian Kalcic at 4.

⁷ Dominion Statement No 1-R, Rebuttal Testimony of Thomas J. Butler at 2-3 (emphasis added).

OSBA's proposal involves a *one-time* notice to individual customers that would be made only *in conjunction with* PECO's proposed communication to customers of the new termination rules."⁸

According to the Company, "PECO will communicate termination rules by mail to current customers receiving EGS service by mail (currently about 22,000 shopping customers), and to all new customers enrolling for EGS service via the enrollment letter which all customers transferring service to an EGS receive (which includes an option to rescind the enrollment)."⁹

Therefore, as Mr. Kalcic explained,

Since any given EGS customer would receive only one communication from PECO, the OSBA's proposal would not require PECO to review 'every customer's rates every month.' Nor would the OSBA's proposal in any way equate to PECO providing EGS customers with 'perpetual rate counseling services.' The Commission should disregard Dominion's rebuttal to the OSBA.¹⁰

C. RESA's Response

Although he did not object to providing notice of some kind to achieve the OSBA's objectives, RESA witness Richard J. Hudson, Jr. commented on the OSBA's proposal that PECO identify the customer's default service rate and current EGS rate in ¢/kWh terms. Specifically, Mr. Hudson stated his concern "that requiring PECO to make

⁸ OSBA Statement No. 2, Surrebuttal Testimony of Brian Kalcic at 2 (emphasis in original); *see also* RESA Statement No. 1-R, Rebuttal Testimony of Richard J. Hudson, Jr., Exhibit RJH-1 (OSBA response to RESA-OSBA-1).

⁹ PECO Statement No.1, Direct Testimony of John J. McCawley at 16.

¹⁰ OSBA Statement No. 2, Surrebuttal Testimony of Brian Kalcic at 2 (emphasis in original).

such a basic comparison may be meaningless depending on the differences in the default service rate structure and the EGS contract price.”¹¹

In surrebuttal, Mr. Kalcic responded to Mr. Hudson as follows:

It is not clear what concern Mr. Hudson might have regarding the ‘default service rate structure.’ PECO already is required to include *customer-specific* price-to-compare levels on the bills of Small and Medium Commercial customers served under Rates GS, PD and HT, beginning January 1, 2011. [citation omitted] Therefore, any concern that PECO’s default service rate structure might somehow prevent a meaningful comparison of default service and EGS rates is misplaced.

To the extent that Mr. Hudson’s real concern is that the potential complexity of a customer’s *EGS contract price* could prevent a meaningful price comparison, that ‘problem’ (should it exist) is not unique to the OSBA’s proposal. Since price-to-compare information will be available on monthly bills on an on-going basis after January 1, 2011, an EGS customer would be in a position to make the same type of (what RESA considers to be a) ‘flawed’ comparison on a recurring basis.¹²

However, Mr. Kalcic sought common ground by also responding as follows to Mr. Hudson:

Q. In response to the OSBA’s proposal, Mr. Hudson suggests that a ‘more appropriate’ notification process would entail PECO informing customers that: 1) service may be terminated for failure to pay EGS charges; and 2) EGS prices may be higher or lower than PECO’s current and future default service rates. How do you respond?

A. RESA’s alternative proposal would be acceptable to the OSBA with the addition of a third requirement: 3) PECO will instruct the customer as to the location on the customer’s bill where the default service (price-to-compare) and EGS rates may be found.¹³

¹¹ RESA Statement No. 1-R, Rebuttal Testimony of Richard J. Hudson, Jr. at 15.

¹² OSBA Statement No. 2, Surrebuttal Testimony of Brian Kalcic at 3.

¹³ OSBA Statement No. 2, Surrebuttal Testimony of Brian Kalcic at 3.

D. PECO's Response

PECO witness John J. McCawley argued in rebuttal that it is not necessary for the Company to notify shopping customers whether they are paying rates to EGSs that exceed the default service rate [as recommended by Mr. Kalcic], because customers will be able to “refer to their own bill to identify the applicable default service rate and compare it to their EGS charges.”¹⁴ Once again, seeking common ground, Mr. Kalcic responded to Mr. McCawley as follows:

Since Mr. McCawley admits that the applicable price information will be available on the customer's bill, it is not clear why PECO would refuse to inform the customer of the specific magnitude of the respective rates. That said, the OSBA is willing to modify its proposal such that PECO would only be required to instruct the customer as to the location on bill where the default service and EGS rates may be found.¹⁵

E. Resolution of Issues

Section 9(F) of the Settlement provides for notification by letter to customers regarding the following:

- a. As of January 1, 2011, customers taking generation service from an EGS may be terminated for failure to pay for that service;
- b. EGS prices could be either higher or lower than the default service rate charged by PECO;
- c. For existing shopping customers, there will be included in the notification the fact that EGS charges can be found on the customer's bill; that for more information about the EGS rates and charges, the customer should call the EGS at the number listed

¹⁴ PECO Statement No. 1-R, Rebuttal Testimony of John J. McCawley at 11.

¹⁵ OSBA Statement No. 2, Surrebuttal Testimony of Brian Kalcic at 4.

on the bill; and that default service rates can be found on PECO or Commission websites or by calling PECO;

d. For new shopping customers, the enrollment letter will include a notice about where on the customer's most recent bill the customer can find the customer-specific rate that was paid to PECO prior to switching, where to locate information regarding the rate the customer would have paid had the customer continued with default service from PECO, a PECO telephone number for obtaining PECO rate information, and the EGS's telephone number for EGS rate information; and

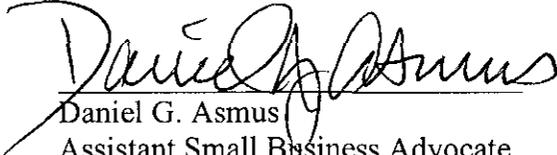
e. PECO's website will state that the price to compare will vary in the future due to changes in consumption and changes in the price of default service supply.

The notification required under Section 9(F) of the Settlement is based on the recommendations of OSBA witness Brian Kalcic. Therefore, the OSBA is satisfied that the Settlement adequately resolves the notification issue.

V. CONCLUSION

Except for the issue which the OSBA is briefing, the Settlement resolves the only other issue (notification) which the OSBA disputed. Therefore, the OSBA supports the proposed Settlement and respectfully requests that the Administrative Law Judge and the Commission approve the Settlement document in its entirety without modification.

Respectfully submitted,


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For:

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Small Business Advocate
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Dated: March 22, 2010

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

PETITION OF PECO ENERGY :
COMPANY FOR APPROVAL OF ITS :
REVISED ELECTRIC PURCHASE OF : **DOCKET NO. P-2009-2143607**
RECEIVABLES PROGRAM :

CERTIFICATE OF SERVICE

I hereby certify and affirm that I have this day served a copy of the foregoing letter concerning original signature pages and Statements in Support not previously filed on the following persons in the matter specified in accordance with the requirements of 52 Pa. Code § 1.54:

VIA FIRST CLASS MAIL

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April 21, 2010

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of PECO Energy Company :
For Approval of Its Revised Electric : Docket No. P-2009-2143607
Purchase of Receivables Program :

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STATEMENT IN SUPPORT OF PARTIAL SETTLEMENT
OF THE OFFICE OF CONSUMER ADVOCATE

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

The Office of Consumer Advocate (OCA), a signatory party to the Joint Petition for Partial Settlement in the above-captioned proceeding, hereby provides its Statement in Support of the Partial Settlement.

Under the Partial Settlement, PECO will be permitted to implement its proposed Revised Electric Purchase of Receivables (POR) Program subject to certain modifications. Two issues have been reserved for litigation. Of particular note, in this Partial Settlement, PECO has agreed to implement a more specific and narrow definition of basic electricity supply, to implement a requirement that Electric Generation Suppliers (EGSs) may not deny service to residential customers for credit-related reasons and may not ask for additional deposits, to ensure that EGSs that opt for PECO's consolidated billing use consolidated billing for all of the EGS's residential accounts under the service offering, subject to very limited exceptions, and to implement more specific notices and information to customers regarding the change in

termination policy and opportunities to obtain rate information for comparisons. As explained below, many of these changes address consumer protection concerns raised by the OCA.¹

I. INTRODUCTION

On November 20, 2009, PECO filed with the Commission a Petition seeking approval of revisions to PECO's current POR Program and related tariffs. In the Petition, PECO requested permission to 1) purchase the receivables of EGSs participating in PECO's consolidated billing option for retail electricity supply service without recourse, 2) to impose a discount temporarily on the purchase of those receivables, and 3) conduct collection activities with respect to all EGS receivables purchased, including termination of electric service for non-payment of EGS charges. PECO outlined customer notice and education efforts it would engage in, to inform customers of the changes implemented by the Revised POR Program. PECO requested Commission approval of changes to the EGS Coordination Tariff and Electric Service Tariff.

The Office of Consumer Advocate (OCA) filed an Answer, Notice of Intervention and Public Statement on December 4, 2009. The Office of Small Business Advocate (OSBA) also filed its intervention on December 4, 2009. The Office of Trial Staff (OTS) filed an Answer to PECO's Petition on December 10, 2009. Petitions to Intervene were filed by the Philadelphia Area Industrial Energy Users Group (PAIEUG), the Retail Energy Supply Association (RESA), Direct Energy Services, LLC (Direct Energy), and Dominion Retail, Inc. (Dominion).

¹ The OCA would note that the Partial Settlement allows PECO to proceed with its proposal to terminate electric service to customers for unpaid EGS charges that PECO has billed and purchased under the program, similar to the form of POR program that the Public Utility Commission approved for PPL Electric Utilities. Petition of PPL Utilities Corporation Requesting Approval of a voluntary Purchase of Receivables Program and Merchant Function Charge, Docket No. P-2009-2129502, Opinion and Order (Nov. 19, 2009) (PPL Purchase of Receivables). The OCA continues to have reservations regarding this form of POR program and will continue to monitor its impact on consumers. Through the Partial Settlement, however, certain critical consumer protections have been secured to better ensure a balanced outcome for residential customers.

The Petition was assigned to the Office of Administrative Law Judge and was further assigned to Administrative Law Judge Cynthia W. Fordham for investigation and the scheduling of hearings. An Initial Prehearing Conference was held on January 5, 2010 at which time a procedural schedule was set.

Consistent with the Prehearing Order, the written Direct Testimony of Barbara R. Alexander² was submitted by the OCA on February 2, 2010 addressing the need for additional consumer protections under the Company's proposed Revised POR Program. The OTS, OSBA, RESA and Dominion also submitted testimony on February 2, 2010. OTS served supplemental direct on February 5, 2010. The Company, OCA, OTS, RESA, and Dominion served rebuttal testimony on February 22, 2010. Dominion and OTS filed surrebuttal on March 1, 2010. The OCA, Company, and OSBA filed surrebuttal on March 3, 2010. Before the evidentiary hearings scheduled for March 4 and 5, 2010, the parties, with the exception of OTS, reached a Partial Settlement and the ALJ canceled the evidentiary hearings.

The parties agreed to waive cross-examination and stipulate to the admission of parties' pre-filed written testimony. The parties intend to submit a written Stipulation for ALJ Fordham's approval.

Two issues, as identified in the Partial Settlement were reserved for litigation. The OCA has filed a Brief addressing one of the reserved issues.

² Ms. Alexander is an independent consultant on consumer protection, customer service and low-income issues associated with utility regulation and retail competition markets since 1996. Prior to opening her own consulting practice, Ms. Alexander was the Director of the Consumer Assistance Division of the Maine Public Utilities Commission. She is a 1968 graduate of the University of Michigan and earned her Juris Doctor degree from the University of Maine Law School in 1976. Ms. Alexander's resume is attached to her Direct Testimony as Exhibit BA-1.

II. TERMS AND CONDITIONS OF THE SETTLEMENT

OCA witness Alexander identified a number of ways in which PECO's proposed Revised POR Program should be modified and improved, before appropriate for Commission approval. The Joint Petition for Partial Settlement addresses the majority of the OCA's concerns as described by Ms. Alexander. As has been noted, the Partial Settlement allows PECO to implement the provisions of its revised POR program allowing for termination of electric service based on EGS charges. As discussed below, the consumer protections that were agreed upon and reflected in the Partial Settlement are critical protections when allowing termination of electric service for unpaid EGS charges.

Settlement ¶ 9.A. Basic Electricity Supply

Ms. Alexander identified the Company's originally proposed definition of "basic electricity supply" as important but inadequate. As Ms. Alexander explained, this term will be key in determining whether an EGS charge will be eligible for purchase as receivable without recourse. Ms. Alexander recommended that PECO revise the definition to better mirror the definition approved by the Commission in the recent PPL Purchase of Receivables decision, and to eliminate the possibility that PECO might terminate service based on EGS charges for non-basic energy costs. OCA St. 1 at 7-9.

As set forth in Paragraph 9.A., the Settling Parties have agreed to a modified definition of basic electricity supply that mirrors the recommendation of Ms. Alexander and that was adopted by the Commission in the PPL Electric case. OCA St. 1 at 7; PPL Utilities Purchase of Receivables at 24. The revised definition will ensure that any resulting termination is solely related to basic electric supply and it will provide EGSs with better guidance as to whether EGS charges are eligible for inclusion in the Company's Revised POR program. The revised

definition excludes from the definition of basic electricity supply EGS early contract cancellation fees, late fees, non-generation products, and charges for attributes not associated with delivered energy. The OCA submits that this improved definition is critically important to protecting residential consumers who can be subject to termination by PECO based on unpaid EGS charges under the revised POR program.

Settlement ¶ 9.E. Consolidated Billing for Residential Customers/Credit-Related Requirements

Ms. Alexander testified that PECO's new POR program, as originally proposed, failed to include important provisions found in other POR programs that prohibit participating EGSs from charging security deposits or requiring credit checks as part of the customer's enrollment with an EGS. OCA St. 1 at 17. Ms. Alexander also testified that EGSs participating in PECO's revised POR should not be allowed to pick among its customers which accounts to have consolidated billing under the revised POR and which customers they would place in consolidated billing outside of the POR program. As Ms. Alexander testified, to allow this choice, might result in some EGSs discriminating among customers in the same class and submitting to PECO's Revised POR Program those customers with a higher credit risk. OCA St. 1 at 17.

The Partial Settlement addresses both of the concerns raised by Ms. Alexander. Paragraph 9.E. adopts Ms. Alexander's recommendation that as a condition of participation in PECO's Revised POR, EGS must commit to not charge their residential customers a security deposit or deny service to residential customers for credit-related reasons. This condition is particularly important in that it will better ensure that all customers, including low income customers who may have limited resources or credit-related problems can choose EGS offers

that may be lower in price or more beneficial to them. Ensuring that all customers have the opportunity to choose a supplier to help lower their bills or meet their needs is a beneficial aspect of the modifications to the Revised POR program.

Paragraph 9.E also will require EGSs, for their residential customers, to utilize PECO's consolidated billing for all of their residential customers and to include those accounts in PECO's Revised POR program. This provision will ensure that all residential customers are treated the same, particularly as it regards collection and termination since all accounts will be in the Revised POR program. The Partial Settlement clarifies that an EGS may separately bill a residential customer for charges which do not qualify as "basic electricity supply." A limited exception is also provided in the event an EGS develops a residential service or product that cannot be accommodated by PECO's consolidated billing system. These provisions allow for the potential innovation by EGSs for a new product that is not yet anticipated and not able to be billed by PECO.

Settlement ¶ 9.F. Customer Education and Notification

In its Petition for approval of the Revised POR Program, PECO proposed to provide notice to customers of the change in practice, that PECO would be allowed to terminate service for nonpayment of EGS charges, in its 10-day enrollment letter to customers. OCA witness Alexander described PECO's proposal as inadequate, in consideration of the importance of this change in practice to residential consumers. OCA St. 1 at 17. Ms. Alexander recommended that PECO provide disclosure in additional communications and contacts with consumer and that EGSs also provide disclosures.

Through the Partial Settlement, the parties have mapped out a more specific plan for customer education and outreach. PECO has agreed to work with the parties to develop the

particular details. The customer notice and education efforts will 1) publicize PECO's new ability to terminate service to customers for unpaid EGS charges for basic electricity service, and 2) provide customers with information as to where to obtain rate information, including PECO's Price-to-Compare. The plans for customer notification address both customers who are already EGS customers as well as PECO supply customers who switch to EGS service on or after the start date of the Revised POR Program.

The Settlement recognizes that the content of the customer notification will be finalized based on the Commission's resolution of one of the issues reserved for litigation, regarding whether PECO may terminate service for unpaid EGS charges incurred before the effective date of the Revised POR Program.

The OCA submits that the Partial Settlement provides an improved plan to assure that customers receive much-needed notice of the change that, going forward under the Revised POR Program, PECO will be able to terminate service to customers based on EGS charges, not just charges for PECO's own service. Additionally, PECO will educate consumers that they can contact PECO, the EGSs, the OCA's shopping guide webpage, or the Commission's website for information about rates for comparable services.

Settlement ¶ 9.H. Future Consideration of Program Terms and Conditions

As part of its initial Petition, PECO proposed to apply a temporary discount to the receivables, to be in effect until PECO recovered the costs of implementing the changes to the Revised POR Program and customer notice and education costs. The OCA agreed with PECO's proposal to recover these costs from EGSs who would benefit.

Paragraph 9.H. provides a framework for addressing recovery of additional implementation costs that might result from 1) implementation of additional programming

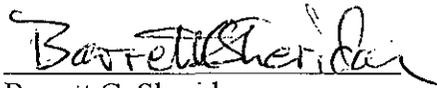
changes, if determined by RESA to be worthwhile, and/or 2) the Commission's determination that PECO may not terminate service to customers based on unpaid EGS charges incurred before the implementation date of the Revised POR Program. This framework reduces uncertainty and litigation costs by defining parameters and establishing that, if additional costs are incurred within these parameters, then there will be no increase in the discount rate. Rather the discount rate will remain in effect for a longer time.

The OCA supports this portion of the Settlement as beneficial to PECO's distribution service customers and fair and reasonable.

III. CONCLUSION

For the foregoing reasons, the Office of Consumer Advocate submits that the proposed Partial Settlement is in the public interest and in the best interest of PECO's residential electric service customers.

Respectfully submitted,



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BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Petition of PECO Energy Company for :
Approval of its Electric Purchase of : Docket No. P-2009-2143607
Receivables Program :

RETAIL ENERGY SUPPLY ASSOCIATION'S AND
DIRECT ENERGY SERVICES, LLC's
JOINT STATEMENT
IN SUPPORT OF JOINT PETITION FOR SETTLEMENT

The Retail Energy Supply Association ("RESA") and Direct Energy Services, LLC ("Direct Energy") (hereinafter jointly referred to as "RESA/Direct Energy") submit this Joint Statement in Support of Pennsylvania Public Utility Commission ("PUC" or "Commission") approval of the Joint Petition For Settlement ("Settlement") regarding the Petition Requesting Approval of a Purchase of Receivables Program ("Petition") filed by PECO Energy Company ("PECO") in this proceeding.

RESA is a non-profit organization and trade association of retail energy suppliers who share the common vision that robust and sustainable competitive retail energy markets deliver more efficient, customer-oriented outcomes than regulated utility structures. RESA members include several companies that are licensed electric generation suppliers ("EGSs") in the Commonwealth of Pennsylvania and sell, or are authorized to sell, electric energy in PECO's service territory.¹

¹ RESA's members include ConEd Solutions; Constellation NewEnergy, Inc.; Direct Energy Services, LLC; Exelon Energy Company; GDF SUEZ Energy Resources NA, Inc.; Gexa Energy; Green Mountain Energy Company; Hess Corporation; Integrys Energy Services, Inc.; Just Energy; Liberty Power; PPL EnergyPlus; Sempra Energy Solutions LLC. The comments expressed in this filing represent the position of RESA as an organization but may not represent the views of any particular member of RESA.

Direct Energy is a member of RESA, the second largest retail energy and energy services provider in North America, and a licensed competitive energy supplier in Pennsylvania, currently providing electricity and/or natural gas in several utility territories.

As set forth more fully below, notwithstanding concerns about various aspects of PECO's proposal, RESA/Direct Energy have elected to support the POR Program set forth in the Settlement in order to insure the implementation of a workable POR program in time for the PECO's market opening this coming January.

In support of the Settlement, RESA/Direct Energy state as follows:

I. Background

On November 20, 2009, PECO filed its Petition in support its request that the Commission approve its proposed POR program to be effective January 1, 2011. The POR program is being proposed in accordance with the Commission-approved settlement of PECO's default service program for the provision of electric service after December 31, 2010. RESA/Direct Energy was a party in that proceeding, a signatory of the settlement agreement and a participant in PECO's subsequent stakeholder meetings with interested parties regarding PECO's POR Program.

PECO's proposed POR Program contains important program elements that must be included in a properly structured POR Program so that it effectively assists in the development of a robust competitive retail market. Specifically, PECO's proposed POR Program: (a) is available to all customers; with no minimum stay provisions; (b) permits PECO to terminate for non-payment of EGS charges (same basis of EDC charges); (c) eliminates 90 day revert to separate billing; (d) permits EGSs to simultaneously use dual

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billing for other non-POR customers; (e) permits the Purchase of Receivables for charges associated with basic electricity supply services including renewable energy or alternative energy credits procured by an EGS and associated with the delivered energy; (f) maintains the current POR payments schedule and format (20 days for commercial customers and 25 days for residential customers); (g) proposes a “zero discount” steady state POR program with an initial implementation cost recovery rate of 0.2% ; and, (h) proposes recovery of uncollectible accounts expense associated with generation service in distribution base rates, or in an unbundled nonbypassable, non-reconcilable default service support rider that would be presented at the time of PECO’s next base rate case.

Settlement was reached on all but two issues prior to the commencement of the hearing. The two issues reserved for litigation are: (1) Whether PECO can terminate electric service to customers after January 1, 2011, based upon costs for EGS service incurred by such customers prior to January 1, 2011; and, (2) Whether PECO should be required to unbundle its generation-related uncollectible accounts expense from its distribution rates for collection from default service customers and also purchase EGS receivables at a discount corresponding to PECO’s uncollectible expense, implementation costs and any administrative costs.

II. Overall Position of RESA/Direct Energy

RESA/Direct Energy were active participants in this collaborative efforts that preceded PECO’s filing of the Petition, and each generally supported PECO’s petition as initially filed. While there are aspects of PECO’s program that could be designed better

to achieve the goals of promoting competition and equal access,² RESA/Direct Energy has elected to accept these approaches as a compromise. It did this for several reasons.

First, and most importantly, a workable and usable POR program that promotes competition and gives EGSs access on a comparable basis to PECO's billing and collection system is a key requirement for the development of robust competition in PECO's service territory in 2011.

Second, the modifications contained therein will enhance the chances that a workable, viable POR program will be in place by January 2011 in time to permit competitors to offer lower prices and greater innovation to PECO's customers.³

To elaborate, from RESA/Direct Energy's perspective, the key elements of the Settlement will expand the development of competitive opportunities for residential and small commercial customers:

² See RESA St 1 and 1-R. For example, RESA continues to support full unbundling of all generation-related costs, but PECO's Petition (as modified by the Settlement) does not fully unbundling those costs. Nevertheless, RESA/Direct Energy believe that PECO's approach to POR is an appropriate interim mechanism to address the anticompetitive effects of misallocated uncollectible accounts expense and other default service related expenses. See RESA St 1-R, 4.

³ *PPL Electric Utilities Corporation Retail Markets*, Final Order entered at Docket No. M-2009-2104271 on August 11, 2009, at 27 (As explained by this Commission: "[Based] on several years' experience during the transition period, it is the Commission's judgment that a viable POR program is an essential element to the creation of a competitive market for generation in Pennsylvania, as envisioned by the Competition Act. 66 Pa. C.S. § 2802(2). Moreover, **we are convinced that establishment of a properly structured POR program by the end of the transition period is necessary to faithfully carry out the provisions of Chapter 28.** 66 Pa. C.S. § 510(a). And that absent a viable POR program in place to coincide with the expiration of rate caps and substantial increase in default service rates, consumers in [an EDC's] service territory will not likely have the competitive market and customer choice that the legislation intended when the rate caps expire [for that EDC].") (emphasis added).

A. Basic Electricity Supply

Only receivables associated with basic electricity supply will be eligible for purchase by PECO. At this time, RESA is willing to accept the proposed definition of basic electricity supply (as modified by the Settlement), which explicitly excludes (a) non-energy products like service contracts for appliances or energy efficiency upgrades, and (b) early contract cancellation fees, late fees or security deposits assessed by an EGS on residential customers. However, RESA may wish to revisit this definition as the market develops in the future.⁴

B. Bill Disputes

PECO will manage bill disputes related to purchased EGS receivables in the same manner as bill disputes related to default service. Under the Settlement, the customer would initiate the billing disputes with PECO, and the PECO would be able (under appropriate circumstances) to withhold payment to the EGS until the dispute is resolved. This will provide consistency to customers, and a practical and reasonable method for handling the suspension of payment of the portion of an EGS receivable.

C. EGS Notification

PECO and RESA will develop the specifications and cost to implement of an EDI transaction to notify EGSs prior to customer termination. This notification will help ensure that the EGS is able to monitor the payment status of customers under the POR Program. It is important that the EGS receive notice from PECO that one of the EGS' customers is being terminated for non-payment as soon as the termination actually

⁴ See RESA St. 1, 14-15.

occurs.⁵ Otherwise, the EGS will not have the information necessary to limit or reduce its market risk that it will otherwise experience as a result of the customer default.⁶

D. Status Reports

PECO will provide periodic status reports to the parties of its progress in implementing the POR Program. This will enable PECO and the parties to monitor the status of the billing and collection systems modifications needed to implement the POR Program so that EGSs can make any adjustments necessary on their part and so that EGSs can place customers in the POR Program as soon as possible in January 2011.

E. Consolidated Billing for Residential Customers

Consolidated billing for residential customers promotes economic efficiency, and reduces the need for duplicative billing and collection systems by an EGS. By avoiding unnecessary duplication of billing, remittance, and collection systems (for which customers already pay through rates paid to PECO), PECO's POR Program should lower costs for customers, PECO and EGSs.⁷

F. Customer Education and Notification

RESA/Direct Energy support customer education. Under the Settlement, PECO shall work with the parties to develop customer education and notification materials. Such efforts should promote choice for all customers. In doing so, it should make it easier for the residential and small commercial market (customer groups that has not yet

⁵ RESA St. 1, 11-12.

⁶ *Id.*

⁷ *See* RESA St. 1, at 4-5, 9-10.

experienced the many benefits of the competitive electric supply) to evaluate and take advantage of opportunities available in the competitive electric supply market.

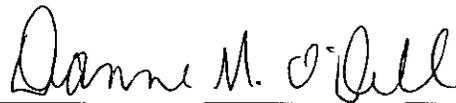
G. Other Terms and Conditions of Settlement

Notwithstanding concerns about various aspects of PECO's proposal, RESA/Direct Energy have elected to support the POR Program in the Petition as modified by the Settlement in order to insure the implementation of a workable POR Program in time for the PECO's market opening this coming January.

III. Conclusion

RESA/Direct Energy request that the Commission approve PECO's POR Petition as modified by the Settlement as in the public interest and a reasonable settlement of the issues raised by this proceeding.

Respectfully submitted,



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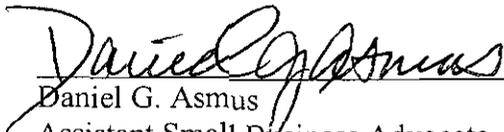
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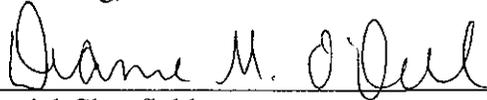
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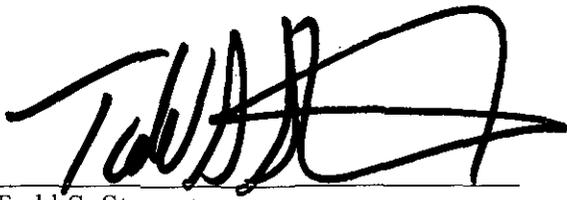
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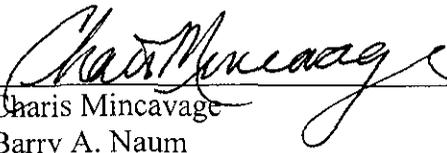
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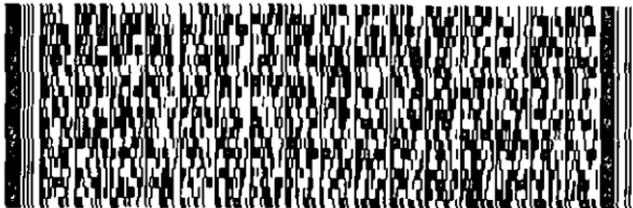
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