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File #: 2507-151904

March 11, 2013

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Petition of PPL Electric Utilities Corporation for Approval of a Default Service Program and Procurement Plan for the Period June 1, 2013 through May 31, 2015
Docket No. P-2012-2302074

Dear Secretary Chiavetta:

Enclosed for filing is the Revised Retail Opt-In and Standard Offer Programs of PPL Electric Utilities Corporation for the above-referenced proceeding. This filing is being made pursuant to the Pennsylvania Public Utility Commission's Order entered on January 24, 2013 in the above-referenced proceeding. Copies will be provided as indicated on the Certificate of Service.

Respectfully submitted,

Michael W. Hassell / *mwh*
Michael W. Hassell

MWH/skr
Enclosures

cc: Honorable Susan D. Colwell
Certificate of Service

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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of PPL Electric Utilities :
Corporation for Approval of a Default : Docket No. P-2012-2302074
Service Program and Procurement Plan for :
the Period June 1, 2013 through May 31, :
2015 :

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**REVISED RETAIL OPT-IN AND STANDARD OFFER PROGRAMS OF
PPL ELECTRIC UTILITIES CORPORATION**

I. INTRODUCTION

On January 24, 2013, the Pennsylvania Public Utility Commission (“Commission”) entered its Opinion and Order, *Petition of PPL Electric Utilities Corporation for Approval of a Default Service Program and Procurement Plan for the Period June 1, 2013 through May 31, 2015*, Docket No. P-2012-2302074 (“January 24 Order”), approving, with modifications, PPL Electric Utilities Corporation’s (“PPL Electric” or the “Company”) Default Service Program and Procurement Plan. Pertinent to this filing, the Commission, in the January 24 Order, accepted, in part, and revised, in part, the Retail Opt-In Program and the Standard Offer Program proposed by PPL Electric. Specifically, the Commission determined, *inter alia*, that the Retail Opt-In Program should provide for a contract term of twelve months, concluded that the Retail Opt-In Program should be designed as an aggregation program instead of an auction model and ordered PPL Electric to implement the program no later than July 1, 2013. January 24 Order, pp. 141, 157. The Commission also modified the Standard Offer Program proposed by PPL Electric. *See, e.g.*, January 24 Order, pp. 170 and 178. The Commission explained that the proposed schedule must provide for implementation of the Standard Offer Program no later than August 1, 2013. *Id.*

With regard to both the Retail Opt-In and the Standard Offer Programs, the Commission also directed PPL Electric, in collaboration with interested electric generation suppliers (“EGSs”) and other interested Parties, to submit a revised plan or proposal regarding how EGSs and/or customers will pay for the costs of the Retail Opt-In and the Standard Offer Programs. January 24 Order, Ordering Paragraph 37. The Commission also directed PPL Electric, in collaboration with the other parties, to report back to the Commission the new implementation dates for the Retail Opt-In and the Standard Offer Programs. January 24 Order, Ordering Paragraph 36. PPL Electric was further directed to meet with interested EGSs to develop appropriate terms and conditions to govern the relationship of the parties participating in the Retail Opt-In and the Standard Offer Programs. January 24 Order, Ordering Paragraphs 38 and 39. The Commission instructed PPL Electric to submit revised terms and conditions to the Commission within forty-five (45) days of the entry date of the January 24 Order.

Pursuant to the Commission’s instructions, on February 22, 2013, PPL Electric held a meeting in Harrisburg, Pennsylvania, with EGSs and other interested parties to discuss the issues related to the implementation, cost and terms for participation in the Retail Opt-In and Standard Offer Programs. Parties participated in the February 22nd meeting in-person and via the telephone. PPL Electric circulated draft proposals to the parties in advance of the February 22nd meeting and parties provided substantive feedback on PPL Electric’s proposal at the meeting. On March 6, 2013, PPL Electric circulated revised proposals to the parties and a conference call was held on March 7, 2013 with all interested parties to discuss the further revised proposals.

PPL Electric carefully considered all of the comments and suggestions offered by the other parties, and has incorporated many of these suggestions and has revised its proposals to achieve consensus to the extent possible. PPL Electric believes that the collaborative process to

address issues related to the Retail Opt-In and Standard Offer Programs has been substantially successful. The collaborative process has given all participants a better understanding of the issues and concerns related to the Retail Opt-In and Standard Offer Programs. Given the timeframe for the collaborative process, PPL Electric cannot confirm that there is complete agreement on the terms of the Programs, although PPL Electric believes there is substantial concurrence with the terms set forth herein.

Per the Commission's directive, PPL Electric hereby submits a revised Retail Opt-In Program and a revised Standard Offer Program. The revised programs reflect the Commission's determinations in the January 24 Order, address how the costs of the Retail Opt-In and the Standard Offer Programs will be paid for, and contain the terms and conditions which govern participation in the Retail Opt-In and the Standard Offer Programs. In addition, the Company has revised the implementation schedules for the Retail Opt-In and the Standard Offer Programs in order to satisfy the requirements of the January 24 Order. PPL Electric requests that the Commission establish a comment period in response to this filing. PPL Electric requests that the comment period be established to enable the Commission to issue an Order by April 4, 2013. This Order date is necessary in order to enable the Company to begin the Retail Opt-In Program mailings by June 1, 2013.

II. REVISED RETAIL OPT-IN AND STANDARD OFFER PROGRAMS

A. SUMMARY DESCRIPTION OF THE RETAIL OPT-IN PROGRAM

The Retail Opt-In Program is a customer referral program approved in the January 24 Order. The Retail Opt-In Program Process and Rules ("ROI Rules"), appended as Attachment A, define the processes and rules for PPL Electric's revised Retail Opt-In Program. All Residential and Small C&I customers (with billing demand less than 25 kW) are eligible to participate in the Retail Opt-In Program. January 24 Order, p. 146; ROI Rules §§ 1.12, 5.2.

Mailings will be restricted to eligible non-shopping customers. The Retail Opt-In Program, however, is limited to 50% of the number of default service customers for each of the Customer Groups. January 24 Order, p. 143; ROI Rules § 5.9. The Retail Opt-In Program will be initiated by PPL Electric through a mailing to all eligible non-shopping Residential and Small Commercial & Industrial (“C&I”) customers to begin June 1, 2013, and subsequently acted upon by interested customers contacting their assigned EGS. Customers will be informed of their assigned EGS via a direct mailing from the Company. See ROI Rules § 5.1. The Retail Opt-In Program is a one-time-only offering to default service customers with a contract term of twelve (12) months. See January 24 Order, p. 149; ROI Rules § 5.1. The price will be 5% off the June 1, 2013 Price to Compare (“PTC”) for four (4) months, followed by an EGS provided fixed price for eight (8) months. January 24 Order, pp. 149-150; ROI Rules § 5.1. The EGS shall provide the customer a one-time \$50 bonus payment (cash or cash equivalent paid by EGS) if the EGS serves the customer under the Retail Opt-In Program for at least four (4) months. Rules *Id.*

1. Customer Enrollment in the Retail Opt-In Program

The Retail Opt-In Program will be initiated by PPL Electric to eligible non-shopping customers through a direct mailing and subsequently acted upon by customers by contacting their assigned EGS as found in the mailing. ROI Rules § 5.1. Prior to the issuance of the direct mailing campaign to customers, PPL Electric will allocate eligible non-shopping customers in each Customer Group on a random basis to each of the participating EGSs for “exclusive” direct mail marketing. ROI Rules § 5.5. Customers will be instructed to contact the assigned EGS to participate, and customers that contact PPL Electric regarding the program will be directed to contact their randomly assigned EGS. ROI Rules § 5.6. EGS shopping customers inquiring about the program will be directed to contact their current EGS about service options. A *pro forma* direct mailing describing the Retail Opt-In Program is appended as Attachment B.

PPL Electric will track the number of customers participating to ensure that the 50% non-shopping participation cap is not exceeded. ROI Rules § 5.9. Enrollment in the Retail Opt-In Program will be suspended upon the cap being reached. *Id.* EGSs participating in the Retail Opt-In Program will be notified of enrollment termination. Shopping customers that choose to enroll under the Retail Opt-In Program will not count towards the 50% participation cap, because the cap only applies to non-shopping customers. *Id.*

The mass mailing to non-shopping customers in the Retail Opt-In Program will be evenly distributed over a ten business day period, *i.e.*, the Company will send out a set amount of solicitations each day for ten days. ROI Rules § 5.6. The targeted mailing sent by PPL Electric to eligible non-shopping customers will include:

- A description of the Retail Opt-In Program.
- Instructions stating that the customer should directly contact their assigned EGS within a 30 day window to sign up for the offer issued under the Retail Opt-In Program.

ROI Rules § 5.6. As illustrated in the *pro forma* direct mailing describing the Retail Opt-In Program, a customer can take advantage of the Retail Opt-In Program via three methods: (1) by returning the tear off form in the provided postage-paid preaddressed envelope, (2) by calling the indicated supplier, or (3) via the indicated supplier's website. Once the customer has responded affirmatively to the solicitations, the assigned EGS will be responsible for sending the enrolled customer the terms and conditions of the EGS's service, prior to initiating enrollment of customer via the standard Electronic Data Interchange ("EDI") process. ROI Rules §§ 6.2 and 6.3. The EGS is also responsible for initiating 814 enrollment of customers via the standard EDI process. ROI Rules § 6.3.

A customer that affirmatively elects to receive service from the assigned EGS will begin service according to their bill cycle and the 11-day enrollment rule. ROI Rules § 6.3. The

Customer will remain on EGS service until the customer initiates action to change providers. ROI Rules § 6.5. Any participating customer may leave the Retail Opt-In Program, in accordance with the Company's standard switching requirements, without penalty, except for the forfeiture of the \$50 bonus in the case where the customer does not remain with the EGS for the initial four billing cycles. ROI Rules § 1.4.

2. Participation of OnTrack Customers in the Retail Opt-In Program

Customers in the Company's low income customer assistance program ("CAP"), known as "OnTrack," will be permitted to participate in the Retail Opt-In Program. January 24 Order, p. 163. PPL Electric will notify its OnTrack customers about the Retail Opt-In Program in a separate letter. Specifically, PPL Electric will send a letter to OnTrack customers which explains that through OnTrack, the customer already receives a reduced monthly bill based upon their ability to pay. Therefore, if the customer chooses to participate in this offer, they may not see a change in their monthly payment related to the 5% discount. However, the OnTrack customers would still receive a \$50 bonus from the applicable EGS if they remain in the Retail Opt-In Program for the initial four billing cycles. A *pro forma* direct mailing describing the Retail Opt-In Program to OnTrack customers is appended as Attachment C.

3. EGS Participation in the Retail Opt-In Program

PPL Electric will develop two (2) aggregations of non-shopping customers to solicit, one aggregation for Residential customers and the other for Small C&I customers with billing demands less than 25 kW. ROI Rules § 5.2. PPL Electric will solicit EGSs to participate in the program. ROI Rules § 5.4. For the Retail Opt-In Program to be implemented there must be at least two (2) participating EGSs per Customer Group, *i.e.*, two for the Residential customer class and two for the Small C&I customer class. ROI Rules § 5.4. An EGS may solicit to one or both customer class aggregations.

EGSs must declare their intent to participate in the Retail Opt-In Program in accordance with the ROI Rules. ROI Rules § 4.3 and Exhibit 3. To participate in the Retail Opt-In Program, an EGS must use rate ready billing for customers enrolled under the program. ROI Rules § 4.2. Use of rate ready billing is needed to enable PPL Electric to track the number of customers that sign up for the Retail Opt-In Program. EGSs not already rate ready certified must pay up front for rate ready market certification testing costs. *Id.* The Company will establish an expedited rate ready testing protocol to enable any EGSs to participate. EGS must set up two program specific rate codes: (1) at 5% off PTC (for the initial four bill cycles); and (2) at the respective established fixed price rate (for bill cycle 5 through 12). ROI Rules § 4.5.

EGSs may set participation mailing limits; however, no EGS may request less than 2.5% or more than 97.5% of eligible customers per customer group, based upon the terms set forth in the ROI Rules. ROI Rules §§ 1.8 and 5.4. If the sum of all participating EGS's participation mailing cap percentages is less than 100% of default service customers in a Customer Group, the Retail Opt-In Program will not be offered for that Customer Group. *Id.*

The ROI Rules also permit, upon the release of the PTC on May 21, 2013, an EGS to opt-out of the Retail Opt-In Program. ROI Rules § 4.4. If an EGS opts-out on or before May 23, 2012, it will be excluded from the Retail Opt-In Program and shall not be assigned costs, other than any rate ready certification costs already incurred. *Id.*

Each participating EGS is independently required to monitor and track its participation in the Retail Opt-In Program. ROI Rules § 4.2. This includes EGS certification that the \$50 bonus has been paid to participating customers once they have met the four billing cycle requirement. *Id.* This certification will be submitted to the Commission, the Office of Consumer Advocate and Office of the Small Business Advocate, as applicable.

4. ROI Binding Participation Form

As discussed above, the ROI Rules contain the terms that govern the relationship between the Company and EGSs participating in the Retail Opt-In Program. To participate in the Retail Opt-In Program, an EGS must execute the Retail Opt-In Program Binding Participation Form (“ROI Binding Participation Form”), appended as Exhibit 1 to the ROI Rules.

5. Retail Opt-In Program Cost Recovery

As discussed in Section 7.1 of the ROI Rules, participating EGSs are required to pay an estimated cost of \$1/customer mailing. This payment will be true-up with the actual cost of the program, but shall not exceed a payment of \$1/customer mailing. In the event that costs exceed \$1/customer mailing, excess cost will be recovered through PPL Electric’s Competitive Enhancement Rider. ROI Rules § 7.1. The costs are anticipated to be less than \$1 per customer mailing based on the assumption that not all of the prepaid envelopes will be utilized. If all of the prepaid envelopes are used, the cost may exceed \$1 per customer mailing and those additional costs will be recovered through the Competitive Enhancement Rider.

If the EGS is not already rate ready certified with PPL Electric, there will be a \$500 market certification fee, to be paid prior to May 6, 2013. ROI Rules § 7.2. The Company will invoice each participating EGS, on August 14, 2013, for the customers assigned to it via the program mailing. ROI Rules § 7.3. Once issued an invoice, the EGS is required to pay the invoice within 20 business days to PPL Electric. ROI Rules § 7.4.

Certain capital costs of the Retail Opt-In Program shall be recovered in base rates. The Company estimates that it will incur approximately \$21,250 in capital costs for modifications to the billing system, primarily to support the random assignment of EGSs prior to the customer mailing. These costs will be included in base rates and recovered in the Company’s next base-

rate proceeding. Allocation of these costs, among the Customer Groups, shall be determined in that base-rate proceeding.

B. DESCRIPTION OF THE STANDARD OFFER PROGRAM

The Company will initiate the Standard Offer Program on an ongoing basis beginning August 1, 2013. January 24 Order, p. 178. The terms and conditions for participation in the Standard Offer Program are fully described in the Standard Offer Program Process and Rules (“SOP Rules”) appended as Attachment D. The Standard Offer Program shall be effective August 1, 2013, subject to Commission approval, and shall terminate May 31, 2015. *See* January 24 Order, pp. 165, 178; SOP Rules § 1.2. The Standard Offer Program shall target residential and Small C&I (less than 25kW) customers on default service, but shopping customers who affirmatively request the program will be eligible to participate. *See* SOP Rules §§ 1.2 and 1.7; January 24 Order, p. 170. The Standard Offer Program will be presented during customer contacts to PPL Electric call centers, for calls other than for emergencies or terminations and similar calls. January 24 Order, p. 173; SOP Rules § 5.1.

The Standard Offer Program will provide participants with a standard 7% discount off the then-current PTC for a twelve month term. *See* January 24 Order, p. 170; SOP Rules § 6.2.

PPL Electric proposes a simple process for EGSs to participate. The Company will solicit all EGSs serving residential and Small C&I customers in its service territory for their interest in serving customers under the program. Each participating EGS will be required to sign a Standard Offer Program Binding Participation Form (“SOP Binding Participation Form”), which spells out the EGS’s basic responsibilities. The SOP Binding Participation Form is appended as Exhibit 1 to the SOP Rules. EGSs may elect each quarter whether to participate. Provided at least one EGS participates for a Customer Group in the PTC quarter, the Program will be offered.

The SOP Rules also contain, as Exhibit 3, a detailed timeline regarding the implementation of the Standard Offer Program. The timeline provides, as required by the Commission, that the Standard Offer Program be implemented not later than August 1, 2013.

1. Customer Enrollment in the Standard Offer Program

PPL Electric shall offer the Standard Offer Program to eligible customers during customer contacts to the PPL Electric call center, for calls other than for emergencies or terminations and similar calls. January 24 Order, p. 178; SOP Rules § 5.1. These calls typically fall under the categories of High Bill (Billing-Other), Choice, Moving and Start Service. PPL Electric's shopping customers, who proactively inquire, can participate in the Standard Offer Program. PPL Electric Customer Service Representatives will provide an overview of the Standard Offer Program to eligible customers; however, any interested customer will be transferred to a separate dedicated team that will provide more detail regarding the Standard Offer Program. The process is designed to ensure that a dedicated team is available to devote all the time necessary to provide more detailed information and answer all of a customer's questions about the Program. The use of the dedicated team will also assist in identifying the costs of the Standard Offer Program. For High Bill calls, the program will be presented only after the customer's concerns have been satisfied. January 24 Order, pp. 171 and 178; SOP Rules § 5.1.

Customers who choose to voluntarily participate in the Standard Offer Program will be assigned to an EGS on a random basis, unless the customer requests a specific EGS. SOP Rules § 5.2. Each night the Company will aggregate all customers who have affirmatively elected to participate in the Standard Offer Program and who have not specified an EGS. The Company will assign customers to participating EGSs on a random basis. SOP Rules § 5.4. Each day the Company will provide to each EGS, via e-mail in a csv format, customer-specific data and information for those customers which have been assigned to the EGS. SOP Rules § 5.5.

Once a customer is assigned under the Standard Offer Program, the EGS is responsible for sending a communication to the customer, which includes the appropriate terms and conditions, prior to initiating enrollment of the customer via the standard EDI process. SOP Rules § 4.2.3. The EGS is also responsible for initiating 814 enrollment of customers via the standard EDI process. SOP Rules § 6.3. As required by the Commission's switching rules, the Company will send a 5-day confirmation letter to the customer confirming their enrollment, assignment, and start date. However, the Company will not issue a 5-day confirmation letter to new or moving customers given time constraints. Customers participating in the Standard Offer Program will initially begin service according to their bill cycle and the 11-day enrollment rule. SOP Rules § 6.4.2. New and moving customers can be served by an EGS starting with their initial meter read as a "Day 1 Enrollment" if enrollment is received by the Company nine days or greater in advance of the customer's connect date.

Shopping customers will not be actively offered the Standard Offer Program; however, such customers may request participation in the program, whereby the program will be made available to them. SOP Rules § 1.7. A shopping customer will be assigned to the EGS currently serving the customer, provided that EGS is participating in the program for that quarter, unless the customer requests to be assigned to another participating EGS. Customers in the Standard Offer Program will remain on the EGS's service until the customer initiates a change to another generation supplier. January 24 Order, p. 170; SOP Rules § 6.2.3. As the end of the term of the program approaches, the EGS will be responsible for providing to the customer all notifications regarding changes in the terms and conditions of the EGS/customer relationship required by the Commission's regulations. Absent an affirmative action by the customer to select another offer

from the EGS, the customer will remain with the chosen/assigned EGS on a month-to-month basis with no termination penalty or fee. SOP Rules § 6.2.

2. Participation of OnTrack Customers in the Standard Offer Program

Customers in the Company's low income CAP, *i.e.*, "OnTrack," will be permitted to participate in the Standard Offer Program. January 24 Order, p. 170; SOP Rules §1.1 and 5.1.2. Interested OnTrack customers will be informed that if they choose to participate in the Standard Offer Program they may not see a reduction in their monthly payment, given OnTrack customers already receive a reduced monthly bill based on their ability to pay.

3. EGS Participation in the Standard Offer Program

PPL Electric will solicit EGSs on a quarterly basis to participate in the Standard Offer Program. SOP Rules § 4.3. EGSs will contact PPL Electric to declare their intent to participate on or before five (5) days prior to the start of the quarter. SOP Rules § 4.3.3. An EGS already participating in the Standard Offer Program need only email the Company and submit a new rate code, to confirm its participation in the program during the upcoming quarter. SOP Rules § 4.3.3. EGSs will be certified for "rate ready" billing for customers enrolled under the program. SOP Rules § 4.2.3. Participating EGSs must set up program specific rate codes at 7% off the current PTC. EGSs must establish a new rate code each PTC quarter. SOP Rules § 4.3.2. EGSs shall commit to offering the product for the duration of the effective PTC. *Id.* EGSs will have the ability to change their participation status with each quarter. SOP Rules §§ 4.2.4 and 4.3. If no EGSs elect to participate for a particular month, the program will not be offered until such time when at least one EGS chooses to participate. SOP Rules § 5.3.

4. SOP Binding Participation Form

Appended as Exhibit 1 to the SOP Rules is the SOP Binding Participation Form which contains the terms that govern the relationship between the Company and EGSs participating in

the Standard Offer Program. To participate in the Standard Offer Program, an EGS must execute the SOP Binding Participation Form.

5. Standard Offer Program Cost Recovery

The expense of the Standard Offer Program shall be recovered from participating EGSs in the following manner:

- \$500 per EGS registration fee for market certification testing costs. This only applies if the EGS is not already rate ready certified.
- Participating EGSs are required to pay a fee of the lesser of \$30 per referred customer or PPL Electric's actual costs per referred customer. Total costs will be tabulated per quarter and charged to all Participating EGSs for that quarter. Any remaining costs shall be included and recovered in the Company's Competitive Enhancement Rider. The allocation of these costs to the Customer Groups will be determined consistent with the cost allocations accepted by the Commission in PPL Electric's most recent base-rate proceeding. SOP Rules § 7.1.

As discussed above, PPL Electric Customer Service Representatives will provide an overview of the Standard Offer Program to eligible customers; however, any interested customer will be transferred to an external dedicated team that will provide more detail regarding the Standard Offer Program. PPL Electric plans to use a third-party service provider which will provide that dedicated team noted above. The Company is currently in negotiations with two potential third-party providers to assist with the Standard Offer Program. PPL Electric will choose the third-party provider that can provide the appropriate level of service at the least cost. One of the potential providers is an affiliate of PPL Electric, and if the affiliate is the successful bidder, PPL Electric will request that the Commission approve the agreement with that entity as an affiliated interest agreement under 66 Pa.C.S. Chapter 21.

The non-capital costs (operation, maintenance and administrative) of implementing and administering the Standard Offer Program will be recovered from the participating EGSs and the Company will publish estimated costs of the program at the time of solicitation. The fee the

EGSs are required to pay, the lesser of \$30 per referred customer or PPL Electric's actual costs per referred customer, and the allocation of the costs between EGSs and customers is similar to the cost recovery and allocation methods approved by the Commission in other default service proceedings. See *Petition of PECO Energy Company for Approval of its Default Service Program II*, P-2012-2283641 (Order Entered February 14, 2013) at p. 13 (approving the fee of the lesser of \$30/customer or actual costs per referred customer); *Joint Petition of Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company and West Penn Power Company for Approval of Their Default Service Programs*, Docket Nos. P-2011-2273650, *et al.*, (Order Entered February 14, 2013) at p. 14 (same). As discussed below, the Company also will seek recovery of capital costs through a future base-rate proceeding. All EGSs electing to participate must execute the SOP Binding Participation Form, accepting, among other things, responsibility to pay for the appropriate cost of the program.

As stated above, certain capital costs related to the Standard Offer Program will be recovered in base rates. The Company estimates approximately \$522,500 in capital costs for modifications to the billing and EDI systems shall be included and recovered in the Company's next base-rate proceeding. The allocation of these costs to the Customer Group will be determined in that base-rate proceeding.

III. PROPOSED SCHEDULE FOR REVIEW OF THE REVISED PROGRAMS

In the January 24 Order, the Commission directed PPL Electric to file revised Retail Opt-In Program and Standard Offer Program proposals, by March 11, 2013. PPL Electric requests that the Commission adopt the Comment and Reply Comment schedule proposed below to allow parties an opportunity to comment on the Company's revised programs. In order to give parties this opportunity and to provide sufficient time to implement the Retail Opt-In and Standard Offer Programs, the Company proposes the following schedule:

March 21, 2013

Comments on the Revised Programs

March 26, 2013

Reply Comments

April 4, 2013

Commission Order

IV. CONCLUSION

WHEREFORE, PPL Electric Utilities Corporation requests that the Pennsylvania Public Utility Commission issue an Order by April 4, 2013, accepting the Company's revised Retail Opt-In and Standard Offer Programs, as proposed herein.

Respectfully submitted,



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Of Counsel:

Post & Schell, P.C.

Dated: March 11, 2013

Attorneys for PPL Electric Utilities Corporation

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Attachment A

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PPL Electric Utilities Corporation

**Retail Opt-In Program
Process and Rules**

Dated: March 11, 2013

RETAIL OPT-IN PROGRAM PROCESS and RULES

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ARTICLE 1 INTRODUCTION

1.0 Introduction

- 1.1 This Retail Opt-In Program Process and Rules document (“ROI Rules”) defines the processes and rules for PPL Electric Utilities Corporation’s (“Company” or “PPL Electric”) Retail Opt-In Program (“ROI” or “Program”), implemented pursuant to the Pennsylvania Public Utility Commission’s (“PA PUC” or “Commission”) Final Order of the PPL Electric Utilities Corporation Default Service Procurement Plan II (Docket No P-2012-2302074).
- 1.2 PPL Electric is issuing this ROI Rules document, to solicit participation from Retail Electric Generation Suppliers (“EGS”) in a customer referral program, to serve Residential and Small Commercial & Industrial Customer Groups (referred hereto as “Eligible Customers”). The Residential Customer Group is defined on the basis of the Company’s existing specific rate schedules as shown in the following table. The Small Commercial & Industrial (Small C&I) Customer Group is defined as those customers taking service under the Small C&I rate schedules listed in the table below and with a billing demand less than 25 kW as of May 1, 2013. To the extent an existing rate schedule is modified, or replaced by successor rate schedules, PPL Electric, at its sole discretion, will place that rate schedule in the appropriate Customer Group.

Customer Group	Rate Schedule	Description
Residential	RS	RS – Residential Service
	RTS	RTS(R) – Residential Service – Thermal Storage
Small Commercial & Industrial	GS-1	GS-1 – Small General Service
	GS-3	GS-3 – Large General Service – Customers with less than 500 kW peak demand
	GH-2	GH-2(R) – Separate Meter General Space Heating Service
	BL	BL – Borderline Service – Electric Utilities
	SA	SA – Private Area Lighting
	SM	SM(R) – Mercury Vapor Street Lighting
	SHS	SHS – High Pressure Sodium Street Lighting
	SE	SE – Energy Only Street Lighting Service
	TS	TS(R) – Municipal Traffic Signal Lighting Service
	SI-1	SI-1(R) – Municipal Street Lighting
Standby	Rule 6A – Standby Service for Qualifying Facilities applicable to customers in the above listed rate schedules.	

- 1.3 Customers participating in the ROI will receive a fixed rate for a four month period that is equal to a 5% discount off the Price to Compare (PTC) in effect as of June 1,

2013. Customers will receive a fixed rate for eight additional months, to be established by the EGS. The EGS also shall provide a \$50 bonus to Participating Customers who remain with the EGS for at least four billing cycles.

- 1.4 A participating EGS will provide retail supply to Eligible Residential and/or Small C&I customers who elect to participate in the Program and who are successfully enrolled into the Program. Any Participating Customer may return to default service or switch to another EGS in accordance with the Company's standard switching requirements, without penalty except for the forfeiture of the \$50 cash equivalent reward in the case where the customer does not remain with the EGS for the initial 4 billing cycles.
- 1.5 EGSs interested in participating in the Program must qualify to participate. Article 4 provides details on qualification. In summary, in order to qualify, an interested EGS must be licensed as an EGS by the Commission with authority to provide service to Residential and/or Small C&I customers in PPL Electric's service territory and must be certified for "Rate Ready Billing" by PPL Electric. Additionally, an interested EGS must also execute the Binding Participation Form (Exhibit 1) and Contact Form (Exhibit 2), and submit the forms to PPL Electric in hard-copy format (see Article 4 for details on EGS Qualification). All qualification requirements must be completed according to the timeline set forth in (Exhibit 3).
- 1.6 Once Qualification Requirements are met, an EGS must submit the rate code(s) by customer class for the Program via the PPL Supplier Portal and update any contact or company-related information that has changed since submitting the Contact Form, by resubmitting this form (Exhibit 2) to the Company. Rate codes must be set up via the Supplier Portal on or before May 29, 2013. The rate code created for the four month bill cycle must be 5% off the PTC that will be effective June 1, 2013, without deviation. The fixed price rate for months 5 through 12 must be communicated to the Participating Customers in compliance with all applicable PA PUC customer notice requirements. Once set, rates may not be changed.
- 1.7 PPL Electric will notify the Eligible Customers receiving default service of the Retail Opt-In Program via a direct mailing describing the Program and directing the customer to contact the EGS directly if they are interested in the program. Shopping customer will not be actively offered the program; however, such customer may request to participate in the program.
- 1.8 EGSs may set their own participation mailing limits; however, no EGS may request less than 2.5% or more than 97.5% of Eligible Customers per Customer Group, based upon the terms set forth in Article 5. If the sum of all Participating EGS's participation mailing caps is less than 100% of default service customers, the Retail Opt-In Program will not be offered for that Customer Group (See Article 5 for details).

- 1.9 Prior to the mailing campaign, PPL Electric will allocate Eligible Customers in each Customer Group on a random and equal basis to each of the Participating EGSs taking into account any EGS provided mailing limits (See Article 5 for details).
- 1.10 Each Participating EGS must pay its share of the program costs at a rate of \$1/customer mailing or actual cost, whichever is less – see Article 7 for further information.
- 1.11 EGSs are required to independently maintain and be able to report on customer data and information for all customers enrolled in the program. The Company is not responsible for the reporting of any information on the Program for the Participating EGSs. See Article 8 for more information.
- 1.12 Definitions:** In addition to terms defined elsewhere in this document, the following definitions shall apply:

“5-Day Confirmation Period” is the 5 calendar day period enacted upon enrollment of a customer by an EGS, which allows a customer to return to default supply prior to receiving generation supply from the EGS, without penalty.

“11 Day Rule” is the 11 day period immediately following the Company’s receipt of an 814 enrollment transaction to allow for the state-wide 5 day customer confirmation period and the Company’s energy and capacity scheduling requirements at PJM.

“CAP Customers” – means Customer Assistance Program customers.

“Commission” or “PA PUC” – The Pennsylvania Public Utility Commission.

“EDI” – Electronic Data Interchange, which is a standardized format for the electronic transfer of data between trading partners.

“Electric Generation Supplier” or “EGS” is defined as a retail generation supplier as defined in the Public Utility Code.

“Eligible Customers” include any Residential or Small C&I (less than 25kW) customer per Article 5. This includes CAP customers and any shopping customer that actively requests participation in the Program.

“Participating Customer” means any Residential customer or Small C&I customer under 25kW in PPL Electric’s Service Territory that affirmatively elects to participate in the Program, as offered by the Company and successfully enrolls into the Program.

“Participating EGS” or “EGS Participant” is an EGS that has successfully met qualification requirements.

“Program Costs” mean the costs that PPL Electric will incur to implement the Program to Eligible Customers.

“Qualification Requirements” are those requirements that any interested EGS must complete to initially qualify for the Program, as set forth in Article 4 of this ROI Rules document.

“Rate Ready Billing” – Billing scenario which describes the EDC as bearing the responsibility of bill calculation and bill delivery.

ARTICLE 2 INFORMATION AND SCHEDULE

2.0 Information and Schedule

- 2.1 PPL Electric will post information for this Program on the PPL Electric website on its General Supplier Information webpage (<https://www.pplelectric.com/at-your-service/for-generation-suppliers/general-supplier-reference-information.aspx>). This website will serve as the main source of information for this Retail Opt-In Program. Prospective EGS Participants are requested to use this website for current information about all aspects of this Program and to access all essential documents.
- 2.2 The Program will be offered by PPL Electric through a direct mailing to all non-shopping Residential customers and Small C&I customers under 25 kW, starting in June 2013.
- 2.3 The Program will begin on or before July 1, 2013. The Program timeline is detailed in Exhibit 3.

ARTICLE 3 GENERAL REQUIREMENTS FOR PROGRAM

3.0 General Requirements for Program

- 3.1 Participation of an EGS in this Program requires completion of the participant Qualifications, coinciding with its submission of accompanying documents (as described in Article 4). An EGS meeting all qualification requirements is deemed a “Participating EGS”. Participants must adhere to this Program’s terms and

conditions document, and fulfill all requirements in Articles 3 through 9 of this Program

- 3.2 The submission of the Binding Participation Form to the Company constitutes the EGS's *acknowledgement and acceptance of all the terms and conditions of this ROI Rules*, regardless of the outcome of this Program.
- 3.3 All representations in this Program must be made by an individual authorized to 1) make commitments on behalf of the EGS, to provide retail customer generation supply and 2) to financially bind the Participating EGS (i.e., an Authorized Individual).
- 3.4 Participation in this Program shall constitute an Agreement by EGS to abide by the terms and conditions of the Program as set forth herein. In the event of a material default by an EGS in any of its obligations under this Program, PPL Electric shall have the right to provide written notice of the default to the EGS, directed to the Contact listed in Exhibit 2. If the EGS does not cure the default within 10 business days from the date of the written notice, PPL Electric shall have the right to terminate the EGS from further participation in the Program. PPL Electric also may seek whatever remedies to which it may be entitled before the Commission, in a court of law or otherwise, including reasonable attorneys' fees. Any court action shall be litigated in the Court of Common Pleas for Lehigh County or in the District Court for the Eastern District of Pennsylvania in Allentown.

ARTICLE 4

EGS Qualification Requirements

4.0 EGS Qualification Requirements

- 4.1 The EGS Qualification requirements are broken down into four components: 1) Certification Requirements (Section 4.2), 2) Documentation Completion and Execution (Section 4.3), 3) Final EGS Opt-out of Program (Section 4.4), and 4) Submission of Rate Ready Billing Code(s) (Section 4.5).
- 4.2 Certification Requirements:
 - 4.2.1 An EGS must be licensed as an EGS by the Commission with authority to provide service to Residential and/or Small C&I customers in PPL Electric's service territory.
 - 4.2.2 An EGS must be certified by PPL Electric to exchange data through the EDI process complete through the EDC consolidated billing level. As such, Participating EGSs must be certified by PPL Electric as "Rate Ready Billing". If an EGS is not already certified by PPL Electric as

Rate Ready Billing, it must contact PPL Electric to enter into Rate Ready Billing testing flight and certification that starts May 6, 2013 and runs through May 31, 2013. Furthermore, all EGSs must meet the certification requirements prior to PPL Electric accepting the Binding Participation Form and Contact Form and/or accepting the EGS to upload rate codes aligned with the Retail Opt-In Program.

- 4.2.3 If Participating EGS are already Rate Ready Billing certified, no additional PPL Electric certification is necessary to participate in the program.

4.3 Documentation Completion and Execution:

- 4.3.1 Every EGS must complete and execute the Binding Participation Form on or before April 29, 2013 (Exhibit 1). This document details the primary responsibilities of an EGS participating in the Retail Opt-In Program. The Binding Participation Form must be executed by an Authorized Individual of the EGS.
- 4.3.2 Every EGS must fully complete the Contact Form and send it to PPL Electric.
- 4.3.3 Hardcopies of both the Binding Participation Form and Contact Form must be received on or before April 29, 2013 by PPL Electric, to be eligible to participate in the Program. PPL acknowledges that upon the release of the Final PTC on May 21, 2013, the EGS will have the opportunity to opt-out of the Program, as described in Section 4.4. A failure to execute these documents will result in PPL Electric eliminating participation of the EGS from the Program. It is the sole responsibility of the EGS to meet the deadlines set forth in this ROI Rules document.
- 4.3.4 On May 3, 2013 PPL Electric will evaluate if the sum of all participating EGSs' participation mailing caps is less than 100%. If so, PPL Electric will host a conference call with the Participating EGSs, discuss the status of the participation levels for each Customer Group and ask Participating EGSs if they would be interested in increasing their participation limits for that Customer Group to ensure the Program is offered.
- 4.3.5 All correspondence shall be mailed to:

Attention Supplier Coordination Team
PPL Electric Utilities Corporation
2 North 9th Street, GENN5
Allentown, PA 18101

4.4 Final EGS Opt-out of the Program

- 4.4.1 All interested EGSs having completed the certification requirements set forth in Sections 4.2 and 4.3 above, will have an opportunity to opt-out of the Program. EGSs have until 12 noon EPT on May 23, 2013 to contact PPL Electric via email to PPLUtilitiesSupplier@pplweb.com and opt-out of inclusion in the Program.
- 4.4.2 If an EGS opts-out on or before May 23, 2013, it will be excluded from this Program and shall not be assigned costs, other than any Rate Ready Billing certification costs already incurred.
- 4.4.3 On May 23, 2013 PPL Electric will re-evaluate if the sum of all participating EGSs' participation mailing cap is less than 100% and if so, the Retail Opt-In Program will not be offered for that customer group

4.5 Rate Code Submission

- 4.5.1 Upon successfully completing the Certification requirements set forth in Section 4.2 and 4.3, and not opting-out of the Program as described in Section 4.4, each EGS must also submit a unique rate code for the first four (4) bill cycles of the Program on or before May 29, 2013.
- 4.5.2 Rate Codes must maintain the following specifications:
 - 4.5.2.1 It must be a fixed price rate code.
 - 4.5.2.2 It must have a naming convention that begins with "RO" followed by the EGS unique code to coincide with the rate offering.
 - 4.5.2.3 It must be effective for the full term of the appropriate bill cycle: Rate Code 1 for bill cycle 1-4, Rate Code 2 for bill cycle 5-12.
 - 4.5.2.4 It must not be a rate code previously used for any prior offer.
 - 4.5.2.5 It must be equal to a 5% discount off the June 1, 2013 PTC.
- 4.5.3 Each EGS must notify the Company, via e-mail (see Section 4.5.5 for the contact e-mail address), of the rate code naming convention to be used for the appropriate bill cycle. The EGS must notify the Company on or before 5 calendar days prior to the bill cycle start, but not before the EGS has created the new rate code to be used in the system.
- 4.5.4 It is the sole responsibility of the EGS to ensure rate codes are properly submitted and meet the timing requirements of this Section.
- 4.5.5 All communication must be made to the following email address: PPLUtilitiesSupplier@pplweb.com.

ARTICLE 5

Customer Allocation Process and Customer Communications

5.0 Customer Allocation and Customer Communications Process

- 5.1 The Program is initiated by PPL Electric to Eligible Customers through a direct mailing and subsequently acted upon by customers by contacting their assigned EGS as found in the mailing. The Program is intended as a one-time-only offering to Eligible Customers with a contract term of 12 months. Specific components of the Program are as follows:
- 5.1.1 Twelve-month overall product term (twelve consecutive billing cycles) provided by an assigned EGS
 - 5.1.2 5% off the June – August 2013 Price-to-Compare (PTC) for 4 months followed by a fixed price for 8 months, to be communicated by the EGS to the customer.
 - 5.1.3 One time \$50 bonus (cash or cash equivalent paid by EGS) for customers who stay for at least 4 billing cycles.
 - 5.1.4 No contract termination fee; however, participating customers must remain with the EGS for 4 billing cycles or forfeit the \$50 bonus.
- 5.2 Eligible Customers include all PPL Electric Residential customers and Small C&I customers less than 25 kW (See Article 1.2 for details). The preliminary default service Eligible Customer counts will be set on April 1, 2013 for the purposes of this Program and communicated to all interested EGSs. Final default service Eligible Customer counts will be set on May 1, 2013. Participation by default service Eligible Customers is capped at 50% of the number of default service customers for each of the customer class groups. Customer Assistance Program (CAP) customers are eligible to participate in the ROI Program.
- 5.3 Participation in the ROI Program is voluntary for EGSs and customers. The ROI Program will be targeted to non-shopping customers, but Residential and Small C&I less than 25kW shopping customers inquiring about the program will be allowed to participate.
- 5.4 EGS Participation Requirements:
- 5.4.1 PPL Electric solicits EGSs to participate in the program and provides costs to EGSs (per customer/per EGS)
 - 5.4.1.1 There must be at least 2 participating EGSs per customer group

5.4.1.2 EGSs may solicit 1 or both customer groups

EGSs may set their own participation mailing limits (in increments of 2.5% of Eligible Customers) as a not to exceed percentage of default service customers

- 5.4.2 No EGS may request less than 2.5% or more than 97.5% of Eligible Customers per customer group. If the sum of all Participating EGS's customer caps is less than 100% of default service customers, the Retail Opt-In Program will not be offered for that Customer Group (see Article 4.3.4 for details).

- 5.5 Prior to the mailing campaign, PPL Electric will allocate Eligible Customers in each customer class group on a random and equal basis to each of the participating EGSs for an "exclusive" direct mail offer; taking into account any participation mailing limits. Once the mailing cap for an EGS is reached, the EGS will be removed from on-going random assignment of default service Eligible Customers in the algorithm.

- 5.6 PPL Electric will conduct a mass mailing on the Program to Eligible Customers (evenly distributed number of mailings per day per supplier over ten (10) business days).

5.6.1 Direct customer to contact their assigned EGS within a 30 calendar day window to sign up for an offer by phone, mail via enclosed postage-paid envelope or internet based upon the date of the letter.

5.6.2 Customer account number format on the Company mailing will be XXXXX-XXXXX.

- 5.7 Customers who contact PPL Electric regarding the program will be directed to contact their randomly assigned EGS.

- 5.8 If a customer, upon being offered the Program by the Company, requests to select a different EGS other than the one randomly assigned to them, they will be informed of the standardization of the program and that EGSs are matched with customers in an even and random assignment. Customers may not choose their suppliers. *Shopping customers interested in participating in the program will be randomly assigned to a Participating EGS, unless the EGS they are shopping with is also participating in the Program, in which case the shopping customer will be assigned to that Participating EGS. Otherwise the shopping customer will be given contact information for one of the randomly assigned Participating EGSs.*

5.9 PPL Electric will track number of customers (via Rate Ready Billing rate codes) participating to ensure 50% non-shopping participation cap is not exceeded. Enrollment will end upon cap being reached. EGSs will be notified by e-mail of enrollment termination and/or conclusion of the Program.

5.9.1 Shopping customers who enroll under this program will not count towards the 50% participation cap.

ARTICLE 6 EGS Obligations

6.0 EGS Obligations

- 6.1 EGSs interested in participating in the Program must meet the Qualification Requirements set forth in Article 4 and the timeline set forth in Exhibit 3. Participating EGSs are also responsible for submitting new, unique rate codes for the fixed price term of this Program (months 5-12) in addition to those already submitted for the initial 4 month term of this Program.
- 6.2 Upon communication from an interested customer (based upon the terms set forth in Article 5), a Participating EGS must begin the customer enrollment process within three (3) business days, including sending notifications as set forth by the state requirements and terms and conditions per the Binding Participation Form to the customer and begin the enrollment process (see Section 6.3),
- 6.3 EGSs are responsible for initiating the 814 customer enrollment via the standard EDI process. The Company will respond to the EGS with an 814 enrollment response transaction indicating to the EGS whether the enrollment has been accepted or rejected by the Company. If accepted, the date the EGS should begin serving the customer will be included. The complete guide of enrollment procedures are outlined Section 5 of the Company's Supplier Tariff filed at the Commission.
- 6.3.1 An EGS may not limit or reject any customer assigned to it through the Company's assignment process unless the 50% Program participation cap has been reached, whereby all enrollments will be stopped.
- 6.3.2 Following the submission of the EDI 814 enrollment, a customer will begin supply with the EGS on the date communicated to the EGS by the Company via the 814 enrollment response transaction. This date is calculated according to the 11 day rule.

- 6.3.3 Customers may choose to return to PPL Electric Default Service without taking service from their assigned EGS during the 3-day contract rescission period and/or if they request a return to PPL Electric Default Service within the 5-Day Confirmation Period.
- 6.4 The ROI Program has no contract termination fee, should the customer opt-out of the Program, at any time within the 12 month period.
- 6.5 The customer will remain on the EGS's service at the conclusion of the contract on a month-to-month contract, at a rate set by the EGS, until the customer elects a different rate by the EGS, chooses an alternative supplier, or returns to default service.
- 6.6 EGSs are required to independently maintain their own data and information for all customers enrolled in the Program. The Company is not responsible for the reporting of any information on the Program for Participating EGSs. See Article 8 for more information.
- 6.7 EGSs must abide by the provisions set forth in 52 PA. Code Chapter 54 (or its successor provisions).

ARTICLE 7

Program Costs and Invoicing

7.0 Program Costs and Invoicing

- 7.1 Participating EGSs are required to pay an estimated cost of \$1/customer mailing. This cost will be trued-up with the actual cost of the program, which shall not exceed \$1/customer mailing. In the event that costs exceed \$1/mailing, excess cost will be recovered through PPL's Competitive Enhancement Rider (CER).
- 7.2 If the EGS is not already Rate Ready Billing certified with PPL Electric, there will be a \$500 market certification fee, to be paid to PPL Electric prior to the start of the test flight on May 6, 2013.
- 7.3 The Company will invoice each Participating EGS, on August 14th, 2013 for the customers assigned to it via the Program mailing. Invoices will be issued via email to the EGS based upon the contact information provided.
- 7.4 Once an EGS is issued an invoice, they are required to pay the invoice within 20 business days to PPL Electric. Payment must be made via Electronic Funds Transfer (EFT). The Company will issue banking information upon successful

completion of Qualification Requirements and inclusion in the customer assignment process.

ARTICLE 8 REPORTING REQUIREMENTS

8.0 Reporting Requirements

- 8.1 Each Participating EGS is independently required to monitor, track their participation in the Retail Opt-In Program. This includes EGS certification that the \$50 bonus has been paid to Participating Customers once they have met the four (4) billing cycle requirement. It is also the Participating EGS's responsibility to provide support or evidence, if called upon, in the event of a complaint filed by or for a customer with regards to a customer's participation in the Program.
- 8.2 The Company will not be responsible for tracking or reporting on the Program for the purposes of the EGS. Any actions taken by the Company to monitor the program will be completed on its own behalf.

ARTICLE 9 RESERVED RIGHTS

9.0 Non-Binding Program

- 9.1 Prior to the commencement of the Program offering and with PA PUC approval, PPL Electric has the right to withdraw and terminate this Program without any liability or responsibility to any Participating EGS or any other party, for reasonable cause, including, but not limited to, adverse statutory changes or interpretations, issuance of new PA PUC orders and/or regulations, market conditions, etc., that preclude this Program from being implemented in substantially the manner described herein.
- 9.2 Subject to PA PUC approval, the Company reserves the right to accept or reject, in whole or in part, any and all Agreements, without any liability or responsibility to any Participating EGS or any other party, for reasonable cause including, but not limited to, adverse statutory changes or interpretations, issuance of new PA PUC orders and/or regulations, market conditions, etc., that preclude this Program from being implemented in substantially the manner described herein.
- 9.3 Pursuant to these ROI Rules, PPL Electric shall reject any documents or agreements, including but not limited to the Binding Participation Form and Contact Form, submitted in response to this Program that are incomplete, or do not conform to the requirements of this Program, or are submitted beyond the deadline for submission. If the Binding Participation Form or Contact form are incomplete

or do not conform to Program requirements, the EGS will be given written notice and will have 48 hours to cure non-conformance.

- 9.4 All documents and agreements submitted by Participating EGSs in response to this Program will become the exclusive property of PPL Electric upon the receipt of such document(s).

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MAR 11 2013

PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

EXHIBIT 1
Retail Opt-In Program Binding Participation Form

In order to be included in the Program as an Electric Generation Supplier (EGS) participating in the PPL Electric Utilities Corporation ("PPL Electric") Retail Opt-in (ROI) Program, _____ ("EGS Participant") agrees to be bound by the terms and conditions set forth in this Binding Participation Form, which shall constitute a firm offer to supply service in accordance with the ROI Program, and applicable Pennsylvania Law and regulations.

The EGS Participant hereby agrees that:

1. It acknowledges, understands and will abide by the rules set forth in the (ROI) Process and Rules document;
2. It is obligated to pay its share of non-refundable ROI Program Costs, estimated at \$1/customer mailing or actual cost, whichever is less, as described in Article 7 of the ROI Program, within 20 business days of being invoiced;
3. It must be certified by PPL Electric as "Rate Ready Billing". EGSs not Rate Ready Billing certified must pay upfront for Rate Ready Billing market certification costs of \$500 (See Article 7);
4. EGSs may set their own participation mailing limits (in increments of 2.5% of Eligible Customers);
5. No EGS may request less than 2.5% or more than 97.50% of Eligible Customers per customer class. If the sum of all Participating EGS's customer caps is less than 100%, the Retail Opt-In Program will not be offered for that customer group (see Article 4.4.3 for details);
6. All interested EGSs will have an opportunity to opt-out of the Program. EGSs have until 12 noon EPT on May 23, 2013 to contact PPL Electric via email to PPLUtilitiesSupplier@pplweb.com and opt-out of inclusion in the Program;
7. It must accept all Retail Opt-in Customers who elect to participate and are assigned to it under the ROI, unless the Program participation cap has been reached, whereby all enrollments will be stopped;
8. The EGS must set up two (2) ROI specific rate codes as follows per the ROI timeline Exhibit 3:
 - a. 5% off PTC (effective June 1, 2013 to August 31, 2013) to be used for the initial 4 customer bill cycles on or before May 29, 2013
 - b. Fixed price rate for bill cycles 5 through 12 – 5 business days prior to the effective date of the rate
 - i. the EGS must comply with all applicable PUC customer notification requirements
9. The EGS will issue an EDI 814 enrollment to PPL Electric within 3 business days upon notification of customer enrollment;

10. The EGS will issue an EDI 814 change to PPL Electric, on or before 48 hours prior to the effective date of the rate;
11. Within 5 business days of when it enrolls an ROI Customer, the EGS will send notification to such ROI Customer regarding the terms of the program, including :
 - a. it will offer a rate of 5% off of the PPL Electric Price-to-Compare in effect for June 1, 2013 – August 31, 2013 for the first four (4) customer bill cycles;
 - b. it will pay all assigned ROI Customers the \$50 bonus (cash or cash equivalent) after such customers have received retail electric generation service under the Program for four (4) consecutive billing cycles; and,
 - c. notice that there is no early termination penalty or fees to any ROI customer who leaves the Program at any time during the twelve (12) billing cycles;
12. The EGS will certify to the Commission, the OCA and OSBA as applicable that it has mailed the bonus to all participating customers that they are serving as of the November 2013 meter read date; and,
13. The EGS must maintain their own set of independent records for review upon request by the commission, for future evaluation of the Program success.

In accordance with the provisions of 52 PA code Chapter 54 (or its successor provisions), prior to the termination of the contract with a customer under this program, the EGS will notify the customer regarding the conclusion of the contract, and its offer concerning the terms and conditions for continuation of service.

The EGS Participant warrants and agrees that it hereby undertakes all responsibilities and service delineated herein as to ROI Customers, and expressly absolves PPL Electric from any and all liability for EGS Participant's failure to perform and/ or its default with respect to such responsibilities and service.

The PPL Electric warrants and agrees that it hereby undertakes all responsibilities and service delineated herein as to ROI Customers, and expressly absolves EGS Participant from any and all liability for PPL Electric's failure to perform and/ or its default with respect to such responsibilities and service.

Participation in this Program shall constitute an Agreement by EGS to abide by the terms and conditions of the Program as set forth herein. In the event of a material default by an EGS in any of its obligations under this Program, PPL Electric shall have the right to provide written notice of the default to the EGS, directed to the Contact listed in Exhibit 2. If the EGS does not cure the default within 10 business days from the date of the written notice, PPL Electric shall have the right to terminate the EGS from further participation in the Program. PPL Electric also may seek whatever remedies to which it may be entitled before the Commission, in a court of law or otherwise, including reasonable attorneys' fees. Any court action shall be litigated in the Court of Common Pleas for Lehigh County or in the District Court for the Eastern District of Pennsylvania in Allentown.

The EGS Participant acknowledges that if PPL Electric is not able to confirm that the EGS Participant is a licensed EGS in Pennsylvania, is registered as an EGS at PJM and has passed EDI

Rate Ready Billing certification for the PPL Electric service territory as of the Submission Due Date, the EGS Participant will not be qualified to participant in the ROI Program.

The submission of this Binding Participation Form to PPL Electric shall constitute the EGS Participants' acknowledgment and acceptance of all the terms, conditions and requirements of this ROI Program.

The undersigned represents and warrants that he/she has the authority to act on behalf of, and to bind, the EGS Participant to perform the terms and conditions and otherwise comply with all obligations stated herein.

Participation in Residential Customer Group ____

Participation in Small C&I Customer Group ____

Participation Mailing Limit Residential Customer Group _____
* express as a not to exceed percentage

Participation Mailing Limit Small C&I Customer Group _____
* express as a not to exceed percentage

Signature of Authorized Individual: _____

Name of Authorized Individual (*print*): _____

Title of Authorized Individual (*print*): _____

Date Signed: _____

As part of your submission to participate in the Retail Opt-In Program, please send one (1) original of this Binding Participation Form to:

PPL Electric Utilities Corporation
Retail Opt-In Program
Two North Ninth Street, GENN5
Allentown, PA 18101
Attn: Supplier Coordination

EXHIBIT 2
Retail Opt-In Program Contact Sheet

Please provide contact information for purposes of the Retail Opt-In Program (*items with an * are required*):

Company:* _____

Contact Name:* _____

Contact Title:* _____

Address:

Street 1* _____

Street 2 _____

City* _____

State* _____

Zip Code* _____

Phone Number:* _____

E-mail Address:* _____

Fax (Optional): _____

Residential Opt-In Mailing Information:

Company:* _____

Contact Phone Number:* _____

Return Envelope Mailing Address:

Street 1* _____

Street 2 _____

City* _____

State* _____

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SECRETARY'S BUREAU

Zip Code*

Website URL: _____

Small C&I Opt-In Mailing Information:

Company:*

Contact Phone Number:*

Return Envelope Address:

Street 1* _____

Street 2 _____

City* _____

State* _____

Zip Code* _____

Web URL: _____

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**EXHIBIT 3
Retail Opt-In Program Timeline**

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Feb. 22	Collaborative with Stakeholders on ROI/Standard Offer Program
March 11	PPL Electric files market enhancement documents with the PUC and serves copies on parties
March 18	Preliminary PTC issued for June 1, 2013 - August 31, 2013
March 26	PPL Electric will send a communication to all PA licensed EGSs to inform them of the Company's intent to offer the Retail Opt-in Program. This communication will notify EGSs of the upcoming conference call and will include any documents necessary for the upcoming call (including but not limited to: general terms and conditions; a timeline of events, milestones, and obligations; the PPL Electric/EGS Binding Participation Form; an estimate of program costs, etc.).
April 1	PPL Electric holds conference call with EGSs on ROI Program
April 4	Preliminary default service customer counts released to EGSs
April 29	PA PUC completes review of filing
	Deadline for EGS to notify PPL Electric of its intent to participate in the ROI Program contingent upon review of the final PTC to be posted May 21, 2013
	Hard copy submittal of fully executed contract which should include the not to exceed participation mailing limit percentage between PPL Electric and EGS, by 2pm EPT
May 3	Conference call with Participating EGSs, if participation requirements are not met, to discuss opportunity to increase participation
May 6 - 31	PPL Electric holds Rate Ready Billing certification testing specific to the ROI Program
May 21	PPL Electric issues Final PTC Rate for June 1, 2013 – August 31, 2013
May 23	Final Day for EGS to declare intent to withdraw from the ROI Program
	Final default service customer counts are released to EGSs
May 24	PPL Electric randomly assigns customers to participating EGSs
May 29	Final day for EGSs to set up Rate Codes
May 27 – Jun 7	PPL Electric compiles customer mailing
June 10 – June 21	PPL Electric conducts mass mailing by bill group on ROI offering to customers (evenly distributed number of mailings per day)
June 11 – July 22	Customer enrollment period (last enrollment by EGS must be initiated by 1pm EPT (in accordance with EDI guidelines) – on July 22, 2013)
June 21 – July 22	PPL Electric monitors the number of customer enrollments, to ensure ROI participation cap is not exceeded
June 21 – July 31+/-	Customer supply begins – based upon customer enrollment date and customer billing cycle
Aug 14	PPL Electric invoices Participating EGS for Program costs
Aug 25	EGS submits payment to PPL Electric for Program costs
Oct 15	Final day for EGSs to set up Rate Code for 8 month (bill cycle) period
Oct 22 - Nov 20	Effective Date range of 8 month price

Dec 2013

All \$50 Bonus cards (cash or cash equivalent) mailed by participating EGS to participating customers as of the November 2013 meter read date

Attachment B

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2013 MAR 11 PM 4:04
PA PUC
SECRETARY'S BUSINESS

PPL Electric Utilities
Two North Ninth Street
Allentown, PA 18101
www.pplelectric.com



PPL Electric Utilities

Date

«NAME»
«Billing_Address1»
«Billing_Address2»
«CITY», «STATE» «ZIP»

Dear «Non-CAP Customer Name»:

Did you know that in Pennsylvania, you can purchase the electricity you use from a competitive electric generation supplier? PPL Electric Utilities wants to make you aware of an offer from [Supplier Name] that can save you money. [Supplier Name] is offering PPL Electric Utilities' customers a discounted price -- 5% lower than PPL Electric's now effective Price to Compare. This price will remain fixed for the first four months of the 12-month program. If you stay with the program for four consecutive months, you will receive a \$50 bonus from [Supplier Name]. Before the end of the four-month period, [Supplier Name] will provide you with another fixed-price offer for the next eight months of the program.

At any time, you can choose another offer from [Supplier Name], you can choose to purchase your electricity from another competitive electric generation supplier, or you can return to buying your electric supply from PPL Electric. You can make any of these choices without paying any penalties or fees. However, in order to receive the \$50 bonus, you must receive service from [Supplier Name] for the first four months.

We encourage all of our customers to seek opportunities to save on power supply costs by shopping with competitive electric suppliers. By doing so, you can take greater control over what you spend for electricity.

Regardless of where you purchase your electricity supply, PPL Electric Utilities will continue to deliver your electricity, safely and reliably, provide customer support and respond promptly to outages.

PPL Electric appreciates having you as customer. We encourage you to consider this offer.

You can take advantage of this offer three easy ways, simply return the form below in the enclosed postage-paid envelope, call [Supplier Name] at [xxx-xxx-xxxx], or visit [www.Supplier.com]. This is a limited time offer that is available to a limited number of customers. You must take advantage of this offer within 30 days from the date of this letter.

SAVE 5% AND GET a \$50 BONUS

Please enroll me in this program to save 5% off the now effective Price to Compare and receive a \$50 bonus from [Supplier Name]. I understand that I must remain with [Supplier Name] for four months to receive the \$50 bonus and that at the end of the four month period, the price may change.

<ACCOUNT NUMBER> _____

<CUSTOMER NAME> _____ <SUPPLIER NAME> _____

<ADDRESS 1> _____ <ADDRESS 1> _____

<ADDRESS 2> _____ <ADDRESS 2> _____

<CITY, STATE ZIP> _____ <CITY, STATE ZIP> _____

Attachment C

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2013 MAR 11 PM 4:05

PA PUC
SECRETARY'S BUREAU

PPL Electric Utilities
Two North Ninth Street
Allentown, PA 18101
www.pplelectric.com



PPL Electric Utilities

Date

«NAME»
«Billing_Address1»
«Billing_Address2»
«CITY», «STATE» «ZIP»

Dear «CAP Customer Name»:

Did you know that in Pennsylvania, you can purchase the electricity you use from a competitive electric generation supplier? PPL Electric Utilities wants to make you aware of an offer from [Supplier Name] that may save you money. [Supplier Name] is offering PPL Electric Utilities' customers a discounted price off of PPL Electric's now effective Price to Compare. This price will remain fixed for the first four months of the 12-month program. If you stay with the program for four consecutive months, you will receive a \$50 bonus from [Supplier Name]. Before the end of the four-month period, [Supplier Name] will provide you with another fixed-price offer for the next eight months of the program. Through OnTrack, you already receive a reduced monthly bill based upon your ability to pay. Therefore, if you participate in this offer you may not see a reduction in your monthly payment, so we encourage you to carefully review the offer to make sure that it suits your needs.

At any time, you can choose another offer from [Supplier Name], you can choose to purchase your electricity from another competitive electric generation supplier, or you can return to buying your electric supply from PPL - Electric. You can make any of these choices without paying any penalties or fees. However, in order to receive the \$50 bonus, you must receive service from [Supplier Name] for the first four months.

Regardless of where you purchase your electricity supply, PPL Electric Utilities will continue to deliver your electricity, safely and reliably, provide customer support and respond promptly to outages.

PPL Electric appreciates having you as customer. We encourage you to consider this offer.

You can take advantage of this offer three easy ways, simply return the form below in the enclosed postage-paid envelope, call [Supplier Name] at [xxx-xxx-xxxx], or visit [www.Supplier.com]. This is a limited time offer that is available to a limited number of customers. You must take advantage of this offer within 30 days from the date of this letter.

GET a \$50 BONUS

Please enroll me in this program. I understand that I must remain with [Supplier Name] for four months to receive the \$50 bonus from [Supplier Name] and that at the end of the four month period, the price may change.

<ACCOUNT NUMBER> _____

<CUSTOMER NAME> _____ <SUPPLIER NAME> _____

<ADDRESS 1> _____ <ADDRESS 1> _____

<ADDRESS 2> _____ <ADDRESS 2> _____

<CITY, STATE ZIP> _____ <CITY, STATE ZIP> _____

Attachment D

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SECRETARY'S BUREAU

PPL Electric Utilities Corporation

**Standard Offer Program
Process and Rules**

Dated: March 11, 2013

STANDARD OFFER PROGRAM PROCESS and RULES

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**ARTICLE 1
INTRODUCTION**

MAR 11 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

1.0 Introduction

- 1.1 This Standard Offer Program Process and Rules document ("SOP Rules") defines the processes and rules for PPL Electric Utilities Corporation's ("Company" or "PPL Electric") Standard Offer Program ("SOP" or "Program"), implemented pursuant to the Pennsylvania Public Utility Commission's ("PA PUC" or "Commission") Final Order of the PPL Electric Utilities Corporation Default Service Program and Procurement Plan (Docket No P-2012-2302074).
- 1.2 PPL Electric is issuing this SOP Rules document, as a continuous program from August 2013 until May 2015, to solicit participation from Retail Electric Generation Suppliers ("EGS") in a customer referral program, to serve Residential and Small Commercial & Industrial ("Small C&I") Customer Groups. The Residential Customer Group is defined on the basis of the Company's existing specific rate schedules as shown in the following table. The Small C&I Customer Group is defined as those customers under 25kW demand and subsequently on the basis of the Company's existing specific rate schedules as shown in the following table. The Company will query a list of eligible Small C&I customers under 25kW on July 1, 2013 and update the list annually on July 1 for the Program Term. To the extent an existing rate schedule is modified, or replaced by successor rate schedules, PPL Electric, at its sole discretion, will place that rate schedule in the appropriate Customer Group.

Customer Group	Rate Schedule	Description
Residential	RS	RS – Residential Service
	RTS	RTS(R) – Residential Service – Thermal Storage
Small Commercial & Industrial	GS-1	GS-1 – Small General Service
	GS-3	GS-3 – Large General Service – Customers with less than 500 kW peak demand
	GH-2	GH-2(R) – Separate Meter General Space Heating Service
	BL	BL – Borderline Service – Electric Utilities
	SA	SA – Private Area Lighting
	SM	SM(R) – Mercury Vapor Street Lighting
	SHS	SHS – High Pressure Sodium Street Lighting
	SE	SE – Energy Only Street Lighting Service
	TS	TS(R) – Municipal Traffic Signal Lighting Service
	SI-1	SI-1(R) – Municipal Street Lighting
	Standby	Rule 6A – Standby Service for Qualifying Facilities applicable to customers in the above listed rate schedules.

- 1.3 Customers participating in the SOP will receive a fixed rate for a twelve-month period that is equal to a 7% discount off the Price-to-Compare (PTC) in effect at the time the customer enrolls in the SOP.
- 1.4 A participating EGS, subject to the qualification requirements discussed in Article 4, will provide retail supply for eligible Residential and/or Small C&I customers who elect to participate in the Program and who are successfully enrolled into the Program as discussed in Article 5. Any Participating Customer may return to default service or choose another EGS in accordance with the Company's standard switching requirements, without penalty.
- 1.5 EGSs interested in participating in the Program must initially meet Pre-Qualification Requirements to participate. Section 4.2 provides details on Pre-Qualification. In summary, to pre-qualify, an interested EGS must be licensed as an EGS by the Commission with authority to provide service to Residential and/or Small C&I customers in PPL Electric's service territory, and be certified for "Rate Ready Billing" by PPL Electric. Additionally, an interested EGS must also execute the Standard Offer Program Binding Participation Form (Exhibit 1) and Standard Offer Program Contact Form (Exhibit 2), and submit the forms to PPL Electric in hard-copy format. All Pre-Qualification requirements must be completed at least 5 calendar days prior to the start of a Price-to-Compare Quarter ("PTC Quarter") in order to participate in that quarter's Program. Once an EGS is pre-qualified, they are pre-qualified for the entire Program Term.
- 1.6 Once all Pre-Qualification Requirements are met, an EGS must meet the Quarterly Qualification Requirements in order to be an EGS Participant in any PTC Quarter. Section 4.3 details the Qualification requirements. In summary, the EGS must submit the rate code(s) by customer class applicable to customers who sign up for the upcoming PTC Quarter through the PPL Electric Supplier Portal and updating any contact or Company-related information that has changed since submitting the Standard Offer Program Contact Form, by resubmitting the Form (Exhibit 2) to the Company. Rate codes must be submitted at least 5 calendar days prior to the start of the new rate. Submitted rate codes must coincide with the PTC Quarter. The rate uploaded for the quarter must be 7% off the PTC for the upcoming quarter without deviation. The EGS must also notify the Company via e-mail of their affirmative inclusion in the upcoming quarterly program and the rate code to be utilized for the upcoming quarter. If the EGS does not notify the Company of their intent to participate, they will not be included in that quarter, regardless of whether or not a rate code exists for that period.
- 1.7 Any PPL default service customer calling PPL Electric will be initially offered access to the Program once their initial call inquiry has been concluded. If the customer call to the Company was related to a service termination or an emergency, the Program will not be offered. An interested customer will be transferred to a dedicated team which will then review the specific terms and conditions of the Program and signs up the customer in the Program. Any shopping customer will

not be actively offered the program; however, such customer may request participation in the program, whereby the program will be made available to them. Customers may participate in the Program at any time as long as there are EGSs participating in the program for that quarter. Details regarding the offer process and the assignment of customers to EGSs are provided in Article 5.

- 1.8 If during any PTC quarter there are no EGSs meeting the Pre-Qualification Requirements to provide the Program, or if no pre-qualified EGSs have met the Quarterly Qualification Requirements, the program will not be offered for that quarter. There must be at least one (1) qualified EGS with a submitted rate code for either the Residential or Small C&I Program. If a rate code is not submitted for either customer class, then that class (without a rate code) will not have a Program offering for that PTC Quarter.
- 1.9 Each Participating EGS must pay its share of the program costs as set forth in Article 7.
- 1.10 EGSs are required to independently maintain their own data and information for all customers enrolled in the Program. The Company is not responsible for the reporting of any information on the Program for Participating EGSs. See Article 8 for more information.

1.11 Definitions: In addition to terms defined elsewhere in this SOP Rules, the following definitions shall apply:

“5-Day Confirmation Period” is the 5 calendar day period commencing upon enrollment of a customer by an EGS, which allows a customer to return to default supply prior to receiving generation supply from the EGS, without penalty.

“11 Day Rule” means the 11 day period immediately following the Company’s receipt of an 814 enrollment transaction to allow for the State-wide 5-day customer confirmation period and the Company’s energy and capacity scheduling requirements at PJM.

“CAP customers” means Customer Assistance Program customers.

“EDI” – Electronic Data Interchange, which is a standardized format for the electronic transfer of data between entities.

“Electric Generation Supplier” or “EGS” is defined as a retail generation supplier.

“Eligible Customers” include any default service Residential customer or Small Commercial & Industrial customer less than 25kW that contacts PPL Electric’s Call Center, other than for termination or emergency calls. This includes CAP customers and any shopping customer that actively requests participation in the Program. See Section 1.3 for a list of eligible customer rate classes by customer group.

“Participating EGS” or “EGS Participant” is an EGS that has successfully met pre-qualification and quarterly qualification requires.

“Participating Customer” means any Residential customer or Small Commercial and Industrial customer under 25kW in PPL Electric’s service territory that affirmatively elects to participate and successfully enrolls in the Program.

“Program Costs” means the costs that PPL Electric will incur to communicate the Program to Eligible Customers.

“Program Term” means the period beginning on August 1, 2013 through May 31, 2015.

“Price-to-Compare Quarter” or “PTC Quarter” means the three (3) calendar month periods corresponding to when a Price-to-Compare is issued, based upon the PJM Planning Period. This initially includes the one-month term of August 1 through August 31, 2013, and each quarterly period thereafter occurring as follows: September – November, December – February, March – May, and June – August.

“Pre-Qualification Requirements” are those requirements that any interested EGS must complete to initially qualify for the Program, as set forth in Article 4 of this SOP Rules document.

“Quarterly Qualification Requirements” are those quarterly requirements, corresponding to the Program Term, that an EGS must complete once meeting all Pre-Qualification Requirements, as set forth in Article 4 of this SOP Rules document.

“Rate Ready Billing” billing scenario which describes the Electric Distribution Company as bearing the responsibility of completing the billing calculation and bill delivery.

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**ARTICLE 2
INFORMATION AND SCHEDULE**

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

2.0 Information and Schedule

2.1 PPL Electric will post information for this Program on the PPL Electric website on its General Supplier Information webpage (<https://www.pplelectric.com/at-your-service/for-generation-suppliers/general-supplier-reference-information.aspx>). This website will serve as the main source of information for this Standard Offer Program. Prospective EGS Participants are requested to use this website for current information about all aspects of this Program and to access all essential documents.

- 2.2 The Program will be offered by PPL Electric to all non-shopping Residential customers and Small C&I customers under 25kW starting in August 2013. The Program will be offered on a quarterly basis (after the initial one-month program start) based upon the PTC Quarter. Shopping Residential and Small C&I customers in PPL Electric's territory who call PPL Electric may also participate to this Program. See Exhibit 3 for a detailed timeline of events.

ARTICLE 3 GENERAL REQUIREMENTS

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3.0 General Requirements

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

- 3.1 Participating EGSs must adhere to this Program's terms and conditions and fulfill all requirements in Articles 3 through 9 of this Program. In the event an EGS fails to adhere to the Program terms and conditions, or other EGS requirements set forth in this document are not met, the EGS will not be considered for participation in the Program.
- 3.2 The submission of the Standard Offer Program Binding Participation Form to the Company constitutes the EGS's acknowledgement and acceptance of all the terms and conditions of this SOP Rules document, regardless of the outcome of this Program.
- 3.3 All Representations in this Program and documents executed must be done by an individual authorized to 1) make contractual commitments on behalf of the EGS to provide retail customer generation supply and 2) to financially bind the Participating EGS (i.e., an Authorized Individual).
- 3.4 Participation in this Program shall constitute an Agreement by EGS to abide by the terms and conditions of the Program as set forth herein. In the event of a material default by an EGS in any of its obligations under this Program, PPL Electric shall have the right to provide written notice of the default to the EGS, directed to the contact listed in Exhibit 2. If the EGS does not cure the default within 10 business days from the date of the written notice, PPL Electric shall have the right to terminate the EGS from further participation in the Program. PPL Electric also may seek whatever remedies to which it may be entitled before the Commission, in a court of law or otherwise, including reasonable attorneys' fees. Any court action shall be litigated in the Court of Common Pleas for Lehigh County or in the District Court for the Eastern District of Pennsylvania in Allentown.

ARTICLE 4 EGS Qualification Requirements

4.0 EGS Qualification Requirements

4.1 The EGS Qualification requirements are broken down into two components: 1) Pre-qualifications (Section 4.2) and 2) Quarterly Qualifications (Section 4.3).

4.2 Pre-Qualification Requirements:

4.2.1 All EGSs must complete a one-time, pre-qualification to allow the EGS access and future participation in the Program. Pre-qualification is composed of two primary steps: 1) Certification requirements (Section 4.2.2) and 2) Document completion and execution (Section 4.2.3).

4.2.2 Pre-qualification initially opens July 1, 2013 and remains open on a rolling basis through February 24, 2015. In order to pre-qualify for participation in any quarterly Program offering, EGSs must submit all materials (as defined in this Article 4) at least 5 calendar days prior to the start of a new quarter. This is a one-time submission event.

4.2.3 Certification:

4.2.3.1 An EGS must be licensed as an EGS by the Commission with authority to provide service to Residential and/or Small C&I customers in PPL Electric's service territory. If an EGS is not licensed to serve customers in PPL Electric service territory but wishes to participate in the PPL Electric Standard Offer Program, it must contact the Commission to request the steps needed to become licensed, and fully execute all the required steps as set forth by the Commission. If an EGS loses its license to serve customers in PPL Electric's service territory it may not participate in the Program.

4.2.3.2 An EGS must be certified by PPL Electric to exchange data through the EDI process, through the EDC consolidated billing level. EGSs must be certified by PPL Electric as Rate Ready Billing. If an EGS is not already certified by PPL Electric as Rate Ready Billing, it must contact PPL Electric to enter into a Rate Ready Billing testing group to become certified. See Exhibit 3 for a link to a list of pre-determined testing flight dates that an EGS may request participation in. Testing and certification is only required once for an EGS.

4.2.3.3 All EGSs must meet the certification requirements on or before 5 calendar days prior to the start of a PTC Quarter to be eligible to participate in the Program (contingent upon completion of the additional qualification requirements set forth in Section 4.2 and 4.3). Furthermore, EGSs must meet the certification requirements prior to PPL Electric accepting

the Standard Offer Program Binding Participation Form and Standard Offer Program Contact Form.

4.2.3.4 Any EGS that is already Rate Ready Billing certified by the Company is already deemed certified and does not have to recertify to pre-qualify.

4.2.4 Documentation:

4.2.4.1 Every EGS must complete and execute the Standard Offer Program Binding Participation Form (Exhibit 1). This document details the primary responsibilities of an EGS who participates in the Standard Offer Program. The Standard Offer Program Binding Participation Form must be executed by an Authorized Individual of the EGS. Additionally, every EGS must fully complete the Standard Offer Program Contact Form.

4.2.4.2 Hardcopies of both the Standard Offer Program Binding Participation Form and Standard Offer Program Contact Form must be received in hard-copy format by PPL Electric at least 5 calendar days prior to the start of a Program quarter in order for the EGS to be eligible to participate in the Program (contingent upon completion of the additional qualification requirements set forth in Section 4.2 and 4.3). Any EGS failing to execute these documents will result in PPL Electric eliminating that EGS from participating in the Program until such time that the EGS submits completed and executed materials. It is of the sole responsibility of the EGS to cure any deficiency in the documentation materials.

4.2.4.3 All correspondence should be mailed to:

Attention Supplier Coordination Team
PPL Electric Utilities Corporation
2 North 9th Street, GENN5
Allentown, PA 18101

4.3 Quarterly Qualification Requirements

4.3.1 Upon successfully completing the Pre-Qualification requirements set forth in Section 4.2, each EGS must also submit a unique rate code for the upcoming quarter. The rate code must be entered through the PPL Electric Supplier Portal at least 5 calendar days prior to the quarter start, and must meet the customer related terms and conditions as set forth in Section 6. A rate code from a previous quarter or EGS offering

may not be re-used for any future quarter for the purposes of this program. Each quarterly code must be unique to the quarter's program offering.

4.3.2 Rate Codes must adhere to the following specifications:

4.3.2.1 It must be a fixed price rate code.

4.3.2.2 It must have a naming convention that begins with "SO" followed by the EGSs unique code to coincide with the quarterly rate offering.

4.3.2.3 It must be effective for the full term of the PTC Quarter, allowing for customer assignment during that quarter.

4.3.2.4 Must not be a rate code previously used for any prior offering.

4.3.2.5 Must be equal to a 7% discount off the PTC for the upcoming PTC Quarter.

4.3.3 Each EGS must notify the Company via e-mail of their intent to participate in the upcoming quarter, including the rate code naming convention to be used in that quarter and the Customer Groups in which they are participating. The EGS must notify the Company by e-mail (see Section 4.3.4 for the contact e-mail address) on or before 5 days prior to the quarter start, but not before the EGS has created the new rate code to be used in the system. If the EGS does not notify the Company of their intent to participate, they will not be included in that quarter's Program, regardless of the establishment of a rate code. More specifically, the EGS will not be offered to customers or included in the random assignment.

4.3.4 All communications must be made to the following e-mail address: PPLUtilitiesSupplier@pplweb.com.

ARTICLE 5

Customer Communications and Customer Allocation Process

5.0 Customer Communications and Customer Allocation Process

5.1 The Program will be initially offered by the Company to all eligible PPL Electric default service customers who contact the Company call center, with the exception of those defined in Section 5.1.4. The list of Eligible Customers for the Small C&I customer group (incorporating the 25kW demand limitation) will be run as of July 1, 2013. This list will be updated annually on July 1 for the Program Term. Before



offering the Program, the Company will first resolve the customer's concerns or inquiry that was the reason for the call. The initial Program offering will only include a summary overview of the Program – upon interest of the customer, they will be transferred to a third-party to learn more information and enroll.

- 5.1.1 The Company will offer the Program to new or moving customers upon completing new account set-up.
 - 5.1.2 Enrolled Customer Assistance Program (CAP) customers are eligible to participate in this program.
 - 5.1.3 Residential and Small C&I less than 25kW shopping customers in the PPL Service territory calling the Company will not be actively offered the Program. If a shopping customer actively inquires about the Program, the Company will allow for the customer's participation and inclusion.
 - 5.1.4 The Company will not offer the Program to default service customers calling for an emergency or for termination of service.
- 5.2 Customers interested in the Program will be transferred from PPL Electric to a dedicated team, who will then give the customer additional information on the Program and allow the customer to enroll. Customers who have a specific EGS in mind may enroll with that EGS. Otherwise, customers will be told that they will be randomly assigned to a Participating EGS. All customer assignments will be even and random, based upon the terms set forth in Section 5.4.
- 5.2.1 If a customer has a specific EGS in mind, the customer's selection will be honored if that EGS is participating, and they will be added to the EGS's list of assignments for that EGS being completed that night.
 - 5.2.2 If a customer does not have a specific EGS in mind they will be informed that they will be randomly assigned a Participating EGS. Furthermore, the customer will be informed that the assigned EGS will be contacting them in 3 business days.
 - 5.2.3 If a shopping customer contacts the Company to participate in the Program and if the customer's current EGS is participating in the SOP at the time, the customer will be assigned to their current EGS, unless the customer affirmatively requests a different assignment, in which case the provisions of Section 5.2.1 and 5.2.2 will apply.
- 5.3 If during any PTC Quarter there are no EGSs meeting the Quarterly Qualification Requirements, the Program will not be offered to customers for that quarter. If such an event occurs, Company call scripts will be modified to not offer the Program.

- 5.4 Each night the Company will aggregate all customers who have affirmatively elected to participate in the Program and who have not specified an EGS. The Company will then run an algorithm to assign customers to Participating EGSs on a random and even basis, such that no EGS shall have more than a single customer assigned to them, above those which were assigned to any other Participating EGS through this algorithm. Once the algorithm is completed the Company will compile a customer list by EGS of those customers who have selected an EGS or been randomly assigned.
- 5.5 Each day the Company will provide to each EGS customer-specific data and information for those customers which have been assigned to the EGS through the algorithm. This data will be provided via e-mail in a csv format. The file format and column specifications will be provided at the April 1, 2013 conference call. The customer data will be provided per the Standard Offer Program Contact Form completed during the Pre-Qualification process. If additional contacts are required, multiple Standard Offer Program Contact Forms must be completed and submitted to the Company.

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ARTICLE 6 EGS Obligations

6.0 EGS Obligations

- 6.1 All Participating EGSs, upon receipt of the customer assignment data file (see Article 5), must begin the customer enrollment process. This process includes communicating the terms and conditions of the program to the customer (Section 6.2) and the completion and submission and processing of the EDI 814 enrollment request transaction with the Company (Section 6.3).
- 6.2 Within three (3) business days upon an EGS receiving a list of customer assignments, the EGS must issue a letter to the customer detailing the terms and conditions of the program, including but not limited to, the Standard Offer Program Binding Participation Form (Exhibit 1). Additionally, the EGS is obligated to comply with all rules and requirements set forth in 52 Pennsylvania Code Chapter 54. These terms and conditions of the Program shall include, but are not limited to:
- 6.2.1 The generation rate will be set at 7% below the PTC at the time the customer elects the program. Additionally, the rate must remain fixed for a 12 billing cycle term.
- 6.2.2 There will be no early termination fee or penalties.
- 6.2.3 The customer will remain on the EGS's service at the conclusion of the contract on a month-to-month contract, at a rate set by the EGS, until the

customer elects a different rate by the EGS, chooses an alternative supplier, or returns to default service.

- 6.3 Within 3 business days following an EGS's receipt of a list of customer assignments, the EGS must enroll assigned customers through the 814 enrollment process. The Company will respond to the EGS with an 814 enrollment response transaction indicating to the EGS whether the enrollment has been accepted or rejected by the Company and if accepted, the date the EGS should begin serving the customer. The complete guide of enrollment procedures are outlined in Section 5 of the Company's Supplier Tariff filed at the PUC.
- 6.3.1 An EGS may not limit or reject any customer assigned to it through the Company's assignment process.
- 6.4 Following the submission of the EDI 814 enrollment, a customer will begin supply with the EGS on the date communicated to the EGS by the Company via the 814 enrollment response transaction. This date is calculated according to the 11 Day Rule with an exception noted in Section 6.4.2, below.
- 6.4.1 Customers may choose to return to PPL Electric Default Service without taking service from their assigned EGS during the 3-day contract rescission period and/or if they request a return to PPL Electric Default Service within the 5-Day Confirmation Period, except as noted in Section 6.4.3.
- 6.4.2 New and Moving customers will begin supply with the EGS on the date communicated to the EGS by the Company via the 814 enrollment response transactions. An EGS will begin supplying the customer as of the customer's connect date if an 814 enrollment request is received by the Company 9 days or greater in advance of the customer's connect date. This will allow the Company the appropriate time for submitting energy schedules to PJM. The customer's connect date will be communicated to the EGS via the nightly data file (see Section 5.5). If the enrollment request is not received by the Company at least 9 days in advance of the customer's connect date, supply will begin according to the 11 Day Rule.
- 6.4.3 As New and Moving customers are indicating their election of an EGS to the Company, the 5-Day Confirmation period does not apply and therefore any requests by customers to return to PPL Electric Default Service must be made through the EGS they are enrolled with.

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MAR 11 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

ARTICLE 7

Program Costs and Invoicing

7.0 Program Costs and Invoicing

- 7.1 Participating EGSs are required to pay a fee of the lesser of \$30 per referred customer or PPL Electric's actual costs per referred customer. Total costs will be tabulated per quarter and charged to all Participating EGSs for that quarter. Any remaining costs shall be included and recovered in the Company's Competitive Enhancement Rider. The allocation of these costs to the Customer Groups will be determined consistent with the cost allocations accepted by the Commission in PPL Electric's most recent base-rate proceeding.
- 7.2 Invoices will be issued within 10 business days following the conclusion of the quarter. Invoices will be issued via e-mail to the EGS based upon the contact information provided.
- 7.3 Once issued an invoice, the EGS is required to pay the invoice within 20 business days to PPL Electric. Payment must be made via Electronic Funds Transfer (EFT). The Company will issue banking information upon successful completion of Pre-Qualification requirements.

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ARTICLE 8 REPORTING REQUIREMENTS

8.0 Reporting Requirements

- 8.1 Each Participating EGS is independently responsible to maintain data and information regarding its participation and assigned customer participation in the Program. It is also the Participating EGS's responsibility to provide support or evidence, if called upon, in the event of a complaint filed by or for a customer with regards to a customer's participation in the Program.
- 8.2 The Company will not be responsible for tracking or reporting on the Program for the benefit of the EGS. Any actions taken by the Company to monitor the program will be completed on its own behalf.

ARTICLE 9 RESERVED RIGHTS

9.0 Non-Binding Program

- 9.1 Prior to the commencement of any quarterly Program offering and with PA PUC approval, PPL Electric has the right to withdraw and terminate this Program without any liability or responsibility to any Participating EGS or any other party, for reasonable cause, including, but not limited to, adverse statutory changes or interpretations, issuance of new PA PUC orders and/or regulations, market

conditions, etc., that preclude this Program from being implemented in substantially the manner described herein.

- 9.2 Subject to PA PUC approval, the Company reserves the right to accept or reject, in whole or in part, any and all Agreements, without any liability or responsibility to any Participating EGS or any other party, for reasonable cause including, but not limited to, adverse statutory changes or interpretations, issuance of new PA PUC orders and/or regulations, market conditions, etc., that preclude this Program from being implemented in substantially the manner described herein.
- 9.3 Pursuant to these SOP Rules, PPL Electric shall reject any documents or agreements, including but not limited to the Standard Offer Program Binding Participation Form and Standard Offer Program Contact Form, submitted in response to this Program that are incomplete, or do not conform to the requirements of this Program, or are submitted beyond the deadline for submission. If the Binding Participation Form or Contact form are incomplete or do not conform to Program requirements, the EGS will be given written notice and will have 48 hours to cure non-conformance. In no event shall cure period infringe upon the 5 calendar day qualification requirements (see Article 4 for details).
- 9.4 All documents and agreements submitted by Participating EGSs in response to this Program will become the exclusive property of PPL Electric upon the receipt of such document(s).

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EXHIBIT 1
Standard Offer Program Binding Participation Form

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To be included in PPL Electric Utilities Corporation's ("PPL Electric") Standard Offer Program, _____ ("Standard Offer EGS Participant") agrees to be bound by the terms set forth below.

The Standard Offer EGS Participant hereby agrees that:

- (1) It acknowledges, understands and will abide by the rules set forth in the Standard Offer Program (SOP) Process and Rules document;
- (2) it is obligated to pay a fee of the lesser of \$30 per referred customer or PPL Electric's actual costs per referred customer, within 20 business days of being invoiced;
- (3) the EGS will issue an EDI 814 enrollment upon notification from PPL Electric of customer being assigned to it. The EDI enrollment will be processed by the EGS no later than 3 business days after notification of the assignment;
- (4) it must accept all Standard Offer Customers who elect to participate and are assigned to it under the Standard Offer Program;
- (5) once notification is received that a Standard Offer Customer is enrolled, the EGS will send notification to such Standard Offer Customer and include the following terms as part of its disclaimer:
 - a. the terms and conditions of the program;
 - b. the Standard Offer price, herein described below, to all its designated Standard Offer Customers for a term of twelve (12) billing cycles;
 - c. notification that there is no early termination penalty to any Standard Offer Customer who leaves the Program at any time during the twelve (12) billing cycles;
 - d. any additional terms or conditions as set forth in Chapter 54 of the Pennsylvania State Code;
- (6) the Standard Offer Customer's price must reflect a 7% discount to PPL Electric's *Price to Compare (PTC) in effect at the time the Standard Offer Customer elects service under the Program*. This price will be maintained for all 12 billing cycles the for which the Standard Offer Customer participates in the program; and,
- (7) In accordance with the provisions of 52 Pennsylvania Code Chapter 54, prior to the termination of the contract with a customer under this program, the EGS will notify the customer regarding the conclusion of the contract, and its offer concerning the terms and conditions for continuation of service.

The Standard Offer EGS Participant warrants and agrees that it hereby undertakes all responsibilities and service delineated herein as to Standard Offer Customers, and expressly absolves PPL Electric from any and all liability for Standard Offer EGS Participant's failure to perform and/ or its default with respect to such responsibilities and service.

The PPL Electric warrants and agrees that it hereby undertakes all responsibilities and service delineated herein as to Standard Offer Customers, and expressly absolves Standard Offer EGS Participant from any and all liability for PPL Electric's failure to perform and/ or its default with respect to such responsibilities and service.

Participation in this Program shall constitute an Agreement by EGS to abide by the terms and conditions of the Program as set forth herein. In the event of a material default by an EGS in any of its obligations under this Program, PPL Electric shall have the right to provide written notice of the default to the EGS, directed to the Contact listed in Exhibit 2. If the EGS does not cure the default within 10 business days from the date of the written notice, PPL Electric shall have the right to terminate the EGS from further participation in the Program. PPL Electric also may seek whatever remedies to which it may be entitled before the Commission, in a court of law or otherwise, including reasonable attorneys' fees. Any court action shall be litigated in the Court of Common Pleas for Lehigh County or in the District Court for the Eastern District of Pennsylvania in Allentown.

The Standard Offer EGS Participant acknowledges that if PPL Electric Utilities is not able to confirm that the Standard Offer EGS Participant is a licensed EGS in Pennsylvania, is registered as an EGS at PJM and has passed EDI "Rate Ready Billing" certification for the PPL Electric service territory as of the Submission Due Date, the Standard Offer EGS Participant will not be qualified to participate in the Standard Offer Program and will be excluded from the Program until such time as all deficiencies have been rectified. Furthermore, it is of the responsibility of the Standard Offer EGS Participant to cure such deficiencies.

The Standard Offer EGS Participant need only execute and submit this Form to PPL Electric once. However, in order to be a participant during each PTC Quarter, it must input distinct Rate Codes for each PTC Quarter through the PPL Electric System and notify the Company via e-mail of its intent to participate per Article 4 of the SOP Rules. Any EGS failing to notify the Company of its intent to participate in the Program will be excluded from that quarter's SOP offering. Furthermore, it is of the sole responsibility of the EGS to upload the rate codes per the SOP Rules.

The submission of this Form to PPL Electric shall constitute the Standard Offer EGS Participant's acknowledgment and acceptance of all the terms, conditions and requirements of this Standard Offer Program.

The undersigned represents and warrants that he/she has the authority to act on behalf of, and to bind, the Standard Offer EGS Participant to perform the terms and conditions and otherwise comply with all obligations stated herein.

Signature of Authorized Individual: _____

Name of Authorized Individual (*print*): _____

Title of Authorized Individual (*print*): _____

Date Signed: _____

As part of your submission to participate in the Standard Offer Program, please send one (1) original of this Form to:

PPL Electric Utilities Corporation
Standard Offer Program
Two North Ninth Street, GENN5
Allentown, PA 18101
Attn: Supplier Coordination

EXHIBIT 2
Standard Offer Program Contact Form

Please provide contact information for purposes of the SOP (*items with an * are required*):

Company:* _____

Contact Name:* _____

Contact Title:* _____

Address:

Street 1* _____

Street 2 _____

City* _____

State* _____

Zip Code* _____

Phone Number:* _____

E-mail Address:* _____

Fax (Optional):

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Exhibit 3 Standard Offer Program Timeline

Standard Offer Program – Initial Program Start (August 2013)

March 11, 2013	PPL Electric files Standard Offer Program documents with the Commission
April 1, 2013	PPL Electric holds conference call with EGSs on SOP Program
May 6 – May 31, 2013	Special Test Flight for Rate Ready Billing Certification
May 21, 2013	June through August 2013 PTC issued by PPL Electric
July 1 – July 26, 2013	Standard Offer Program Binding Participation Form Submission
July 26, 2013	Deadline to submit rate ready code and notify PPL Electric of intent to participate in August 1 program start
July 29, 2013	PPL Electric compiles list of Participating EGSs and updates systems with this data
August 1 – August 31	Standard Offer Program Offered to Eligible Customers & customer enrollment for Participating Customers

Standard Offer Program – Sept – Nov 2013 (First full quarter)

August 23, 2013	September through November 2013 PTC issued by PPL Electric
August 27, 2013	Deadline to submit Standard Offer Program Binding Participation Form, set up unique rate ready code associated with the Sept-Nov quarter, and notifies PPL Electric of intent to participate in each Customer Group in the Sept-Nov Quarterly Period
Sept. 1 – Nov. 30	SOP Offered to Eligible Customers by PPL Electric & customer enrollment for Participating Customers by EGS

NOTE: A new timeline will be updated one calendar month prior to the commencement of the next Quarterly Period with new dates based upon that upcoming period as applicable.

Rate Ready Billing Certification Information

The Rate Ready Billing certification test flight timeline is available at the following address:
<https://www.pplelectric.com/at-your-service/for-generation-suppliers/general-supplier-reference-information/~//media/PPLElectric/At%20Your%20Service/Docs/General-Supplier-Reference-Information/2013-PPLEU-Test-Schedule.doc>

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

VIA E-MAIL AND FIRST CLASS MAIL

Tanya J. McCloskey
Erin L. Gannon
Office of Consumer Advocate
555 Walnut Street, 5th Floor
Harrisburg, PA 17101-1923

Regina L. Matz
Bureau of Investigation & Enforcement
400 North Street, 2nd Floor West
P.O. Box 3265
Harrisburg, PA 17105-3265

Steven C. Gray
Office of Small Business Advocate
300 North Second Street, Suite 1102
Harrisburg, PA 17101

Todd S. Stewart, Esquire
William E. Lehman
Hawke McKeon & Sniscak LLP
100 N. 10th Street
PO Box 1778
Harrisburg, PA 17101

Pamela C. Polacek
Adeolu A. Bakare
McNees, Wallace & Nurick
P.O. Box 1166
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Harrisburg, PA 17108-1166

Eric J. Epstein
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Harrisburg, PA 17112

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The Sustainable Energy Fund of Central
Eastern Pennsylvania
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Harrisburg, PA 17111

Charles E. Thomas, III
Norman J. Kennard
Thomas, Long, Niesen & Kennard
212 Locust Street, Suite 500
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Brian J. Knipe
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Amy M. Klodowski
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118 Locust Street
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Harrisburg, PA 17108

Melanie J. Elatieh
UGI Corporation
460 North Gulph Road
King of Prussia, PA 19406

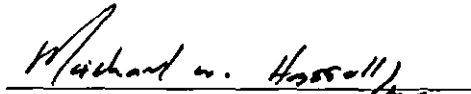
Stephen L. Huntoon
NextEra Energy Resources, LLC
801 Pennsylvania Avenue, N.W., Suite 220
Washington, DC 20001

Divesh Gupta, Esquire
Constellation Energy Group, Inc.
100 Constellation Way, Suite 500C
Baltimore, MD 21202

David I. Fein
Vice President, State Government Affairs,
East
Exelon Corporation
10 S. Dearborn Street, 47th Floor
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Amy Hamilton
Director, Market Initiatives
Exelon Corporation
300 Exelon Way
Kennett Square, PA 19348

Date: March 11, 2013


Michael W. Hassell

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