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March 10, 2014

Via Electronic Filing

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor  
Harrisburg, PA 17120

**Re: Investigation of Pennsylvania's Retail Electricity Market: Joint Electric  
Distribution Company - Electric Generation Supplier Bill  
Docket No. M-2014-2401345 – Comments of Park Power, LLC**

Dear Secretary Chiavetta:

Enclosed please find the Comments of Park Power, LLC in the above-captioned matter  
If you have any questions, please do not hesitate to contact me. Thank you.

Best Regards,

STEVENS & LEE



Michael A. Gruin

Encl.

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A PROFESSIONAL CORPORATION

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>Investigation of Pennsylvania’s</b>	<b>:</b>	<b>Docket No. M-2014-2401345</b>
<b>Retail Electricity Market:</b>	<b>:</b>	
<b>Joint Electric Distribution Company –</b>	<b>:</b>	
<b>Electric Generation Supplier Bill</b>	<b>:</b>	

**COMMENTS OF PARK POWER, LLC**

Park Power, LLC (“Park Power”) hereby files the within Comments on the Pennsylvania Public Utility Commission’s (“Commission”) February 6<sup>th</sup>, 2014 Tentative Order in the above-captioned proceeding (“Tentative Order”).

**I. Introduction**

Park Power is a licensed Electric Generation Supplier (“EGS”) in the Commonwealth of Pennsylvania, and first began serving commercial and residential customers in Pennsylvania in 2013. Park Power is also licensed as an electricity supplier in the states of Maryland, New Jersey, and Ohio. As a relatively new participant in Pennsylvania’s electricity supply market, Park Power appreciates the opportunity to provide comments in this proceeding and commends the Commission on its continued efforts to establish rules and processes which allow for vibrant retail energy competition.

As a Pennsylvania-based supplier, Park Power has made a concerted effort to establish meaningful connections with its Pennsylvania customers. Modifying EDC bills to allow for greater EGS branding and customer communication will go a long way towards furthering the connection between customers and their chosen EGS. Park Power would welcome the eventual development of a joint EDC-EGS bill, but in the interim, Park Power believes that the adoption of the three proposals included in the Tentative will be beneficial to both consumers and suppliers, and will enhance the retail market in Pennsylvania.

## **II. Comments Addressing Specific Proposals**

### ***A. Inclusion of the EGS's Logo***

Certainly, including an EGS logo on a customer bill will reinforce the concept that the bill relates to services from both the EDC and the EGS, and that the recipient is a customer of both entities. Park Power believes that this equal branding is important, but like the Commission, Park Power is concerned with the EDCs' estimates for the costs of the inclusion of the EGS logo. The Commission should require EDCs to make every effort to minimize the costs of including EGS logos in their bills, and should consider a reasonable approach to splitting the costs of EDC bill modifications among suppliers, the EDC's ratepayers, and the EDC's shareholders.

### ***B. Expansion of EGS Messaging Space***

Of the three proposals contained in the Tentative Order, Park Power believes that the expansion of messaging space would be the most beneficial and would truly move the competitive market forward, especially for smaller suppliers. Having additional space to communicate with customers on a monthly basis will provide a number of benefits to customers and suppliers. The additional space will allow suppliers to develop more creative messaging regarding pricing, products, community involvement, or other issues of interest. This in turn will spur suppliers to develop more products and services for customers. With more space, suppliers will be able to modify their messaging to coincide with promotions, and provide more detailed explanations of their offers and services, which in turn will reduce potential customer confusion about those offers and services. Suppliers will also be able to use the extra space to tailor consumer educational messaging about the general shopping process and retail marketplace. All

of these aspects of the expanded messaging capability will result in better customer engagement and retention. In short, the expansion of the messaging space is a simple, technically feasible and inexpensive modification that will provide considerable benefits, and should absolutely be adopted.

### ***C. Inclusion of a Shopping Information Box***

Park Power also believes that the proposed shopping information box is a simple modification that will streamline the switching process. Creating a uniform box with the key shopping information that customers will need to reference will certainly streamline the switching process, especially for telephone enrollments. The addition of a uniform, conspicuous box will also have the more general benefit of reinforcing the notion that customers can shop for their supplier, and that their utility *expects* them to shop. The box should be highlighted and presented in a prominent place on the customer bill, in the same location every month, preferably near the top of the bill.

In addition to the information suggested in the Tentative Order, it would be very beneficial to both customers and suppliers if the information box could also include the customer's contract end-date, if that customer is already enrolled with a supplier. Despite receiving multiple notices when the end of their contract is imminent, many customers still are unaware of or overlook their EGS contract termination date. This can lead to a variety of unintended consequences that result in customer dissatisfaction. For example, some customers who do not respond to notices regarding pending contract end-dates may be rolled-over into variable-priced contracts which are not to their liking. Other customers who are on fixed priced contracts may miss the very narrow window to switch suppliers without incurring early termination fees. By prominently highlighting a customer's contract end-date in the shopping

information box, customers will see a monthly reminder of that date, and will be more likely to either take the necessary steps to renew their contract with their current supplier before it terminates, or to plan the timing of their enrollment with a new supplier so as to avoid early termination fees.

### **III. Conclusion**

Park Power appreciates the opportunity to provide its comments in this matter, and applauds the Commission for proposing these practical ways to allow suppliers to better communicate with their customers.

Respectfully Submitted,

Gary DeSanto  
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