



May 28, 2015

VIA E-FILE

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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: Duquesne Light Company's Seamless Moves and Instant Connects Plan; Docket No. M-2014-2401127

PECO Energy Company's Seamless Moves and Instant Connects Plan; Docket No. M-2014-2401085

PPL Electric Utilities' Seamless Moves and Instant Connects Plan; Docket No. M-2014-2401103

Joint Seamless Moves and Instant Connects Plan of Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company, and West Penn Power Company; Docket Nos. M-2014-2401130, M-2014-2401155, M-2014-2401151, and M-2014-2401148

COMMENTS OF FIRSTENERGY SOLUTIONS CORP. TO THE SEAMLESS MOVES AND INSTANT CONNECTS PLANS OF DUQUESNE LIGHT COMPANY, PECO ENERGY COMPANY, PPL ELECTRIC UTILITIES, METROPOLITAN EDISON COMPANY, PENNSYLVANIA ELECTRIC COMPANY, PENNSYLVANIA POWER COMPANY, AND WEST PENN POWER COMPANY

Dear Secretary Chiavetta:

Enclosed for filing with the Commission on behalf of FirstEnergy Solutions Corp. are its Comments in the above-referenced proceedings. Copies of this filing have been served in accordance with the attached Certificate of Service.

Rosemary Chiavetta, Secretary
May 28, 2015
Page 2

Thank you for your attention to this matter. Please do not hesitate to contact me with any question or concern.

Sincerely,

COZEN O'CONNOR

A handwritten signature in blue ink, appearing to read "David P. Zambito", is written over the printed name. The signature is fluid and cursive, with a large loop at the end.

By: David P. Zambito
Counsel for *FirstEnergy Solutions Corp.*

DPZ/kmg
Enclosure
cc: Per Certificate of Service

CERTIFICATE OF SERVICE

**Docket Nos. M-2014-2401127, M-2014-2401085, M-2014-2401103, M-2014-2401130,
M-2014-2401155, M-2014-2401151, and M-2014-2401148**

I hereby certify that I have this day served a true copy of FirstEnergy Solutions Corp.'s Comments to the Seamless Moves and Instant Connects Plans of Duquesne Light Company, PECO Energy Company, PPL Electric Utilities Corporation, Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company, and West Penn Power Company, upon the parties, listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

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DATED: May 28, 2015


David P. Zambito, Esquire
Counsel for FirstEnergy Solutions Corp.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

In Re: Duquesne Light Company Seamless Moves and Instant Connects Plan	:	Docket No. M-2014-2401127
	:	
In Re: PECO Energy Company Seamless Moves and Instant Connects Plan	:	Docket No. M-2014-2401085
	:	
In Re: PPL Electric Utilities Seamless Moves and Instant Connects Plan	:	Docket No. M-2014-2401103
	:	
In Re: Joint Plan of Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company and West Penn Power Company	:	Docket Nos. M-2014-2401130 M-2014-2401155, M-2014-2401151, M-2014-2401148
	:	

**COMMENTS OF FIRSTENERGY SOLUTIONS CORP.
TO THE SEAMLESS MOVES AND INSTANT CONNECTS
PLANS OF DUQUESNE LIGHT COMPANY, PECO ENERGY COMPANY, PPL
ELECTRIC UTILITIES, METROPOLITAN EDISON COMPANY, PENNSYLVANIA
ELECTRIC COMPANY, PENNSYLVANIA POWER COMPANY, AND WEST PENN
POWER COMPANY**

FirstEnergy Solutions Corp. (“FES”), by and through the undersigned counsel, files these Comments in response to the Seamless Moves and Instant Connects Plans of Duquesne Light Company (“DLC”), PECO Energy Company (“PECO”) and PPL Electric Utilities (“PPL”), and the Joint Seamless Moves and Instant Connects Plan of Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company and West Penn Power Company, filed on or about April 20, 2015, (the “Plans”) at the above-referenced dockets.

I. INTRODUCTION

The referenced electric distribution companies (“EDCs”) have submitted their Plans pursuant to the Retail Market Investigation Final Order entered by the Pennsylvania Public Utility Commission (“Commission”) on February 15, 2013 (the “RMI Final Order”), which required EDCs to submit plans to the Commission to implement “seamless moves” and “instant connects” within their service territories. A “seamless move” is the ability of a customer’s choice of supplier to move with the customer to a new address without interruption. “Instant connect” is the ability of supply service to start on “day one” of new utility service – without the customer first having to go on default service.¹

FES, a licensed electric generation supplier (“EGS”) in Pennsylvania, appreciates the opportunity to file these comments on the Plans.² FES’s comments recommend that each Plan recognize an EGS’s right to reject a seamless moves request without the EGS being required to serve the customer at the new address for any length of time. Recognition of this right resolves legal, business and practical issues implicated by seamless moves, and is consistent with the promotion of a competitive retail electric market in Pennsylvania. An EGS and its customer must be free to determine through their contract whether and under what conditions portability of service will be permitted. Simply creating the capability of EDCs to allow for a seamless move, should the customer and the EGS both desire and agree to do so, is consistent with this freedom.

¹ *RMI Final Order* at 70.

² FES is filing these comments only in the dockets of the EDCs in whose service territories FES currently provides service. However, FES’s comments are also generally applicable to the plans of the other EDCs not referenced herein (*i.e.*, Pike County Light and Power, Citizens’ Electric Company and Wellsboro Electric Company, and UGI Utilities – Electric Division).

II. COMMENTS

A. The Plans Must Recognize an EGS's Right to Reject a Seamless Move

Each EDC's plan should recognize an EGS's right to reject a seamless move request. While some of the Plans presume contract portability,³ contract portability implicates the legal terms and conditions of an EGS's contract with its customer, as well as business and logistical issues which are discussed further below. Therefore, seamless moves must not be imposed upon EGSs solely at the customer's request.⁴ Rather, the Plans should recognize that both the customer and EGS must agree to a seamless move. FES recommends that if an EGS does not respond to an EDI request within three days, the seamless move is deemed rejected and the EGS's service will not follow the customer to the new location. In addition, customers should not be permitted to switch EGSs while a seamless move request is pending.⁵

FES further recommends that an EGS that wishes to reject a seamless move should not be required to serve the customer for any period of time at the new premises. For example, DLC's plan provides that an EGS may reject a seamless move request via EDI if it does not wish to serve the customer at the new location. However, the DLC plan also provides that "the EGS will still have to maintain supply service to this customer until a 3-business day switch can occur at the new location under [DLC's] switching rules set forth in its tariff, if the drop request is not received one business day prior to the customer's service becoming active at the new location." The DLC plan also provides that "customers will be required to provide at least one business day notice prior to effectuating the seamless move."⁶ In application, these two provisions would allow for a customer to request a seamless move for the next business day, and the EGS would

³ See, e.g., PPL's Plan at 7.

⁴ See, e.g., PECO's Plan at 8-9; PPL's Plan at 2; DLC's Plan at 4-5.

⁵ PECO's Plan at 10.

⁶ DLC's Plan at 4-5.

not be able to reject the seamless move request “at least one business day before the service becoming active.” The EGS would therefore be responsible to provide service to the customer at the new location until a switch can occur. The better outcome, and simplest process, is for the EGS to be able to reject the seamless move request without any obligation to provide service at the new address once the customer’s seamless move request is denied.

B. Seamless Moves Should Apply Only to EGS Contracts That Become Effective On Or After The EDC’s Plan Implementation

An EGS contract may provide for service to a specific service address, with no provision for the transfer of service to a new location within the EDC service territory. Only an EGS contract that provides for portability should be eligible for seamless moves. Further, each Plan should apply only to EGS contracts that become effective on or after the EDC’s Plan implementation. Compliance with the Plans will require complex and extensive changes to current EGS processes and systems. In addition to addressing the process and system changes to accommodate multiple Plans, EGSs have to assess operational and business issues in each EDC territory to determine whether or not contract portability is desirable, and to insert appropriate language into their new contracts. Limiting the applicability of the EDCs’ Plans to contracts entered into after Plan implementation will allow time for EGSs to determine whether and to what extent they wish to incorporate portability provisions into their contracts and to make any necessary revisions.

C. Customer Moves Might Create Gaps or Overlaps in Service Such That an EGS May Not Wish to Continue Service

Customer moves often involve situations where service is not smoothly transferred from one premise to another. For instance, a customer may move into a new premise before the sale

of the prior premise has closed -- in which case, the customer would require overlapping service at both locations. Alternatively, the customer may sell its prior premise before it can move into its new premise -- so the service is ended at one location before it starts at the other, creating a gap in service. There are a multitude of possible scenarios which would lead to either gaps or overlaps in service. The customer's EGS, absent a portability provision in the contract, only agreed to serve the customer at the initial location and may or may not want to serve the customer under the same contract at the new location or at multiple locations in these situations. Also, contract pricing is based on continuous service, and allowing for gaps in service could affect the EGS's cost to serve that customer, whether the customer is residential or small C&I. Without the right to reject a seamless move, an EGS cannot reasonably protect itself from these situations. The only way to reasonably address these possibilities in a clear, uncomplicated, and equitable manner is for the Commission to recognize the right of an EGS to reject a seamless move request.

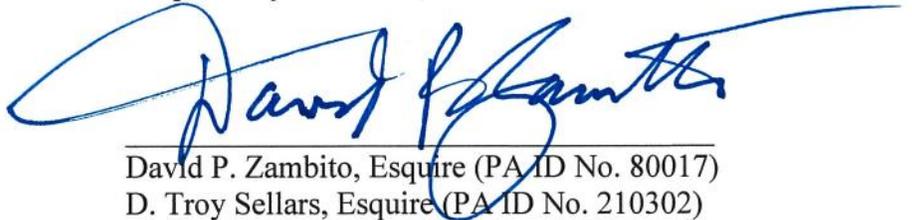
D. Changes In A Customer's Load Profile Due To Moving May Make An EGS Contract Uneconomic

When a customer moves to a new address, the customer's load profile will also change with the size and location of the new address. Such a change directly affects an EGS's cost to serve the customer and the pricing of the product offered to the customer, and an EGS serving under a contract with no portability clause may not wish to continue its service on the same terms and conditions. This issue is appropriate for contract negotiations between the customer and the EGS. In order to address these issues with regard to the Plans, the Commission should simply recognize the right of an EGS to reject a seamless move request without being required to serve the customer for any length of time.

III. CONCLUSION

FES encourages the Commission to recognize the right of an EGS to reject a seamless move request, and requests that the EDCs be required to accommodate EGS rejections of seamless moves requests without any obligation on the EGS to provide service at the new address for any length of time. In addition, FES respectfully requests that the Plans apply to EGS contracts effective on or after the implementation date of the relevant EDC's Plan. In this way, all issues inherently associated with seamless moves can be addressed in an appropriate, fair, and timely manner, and consistent with the goal of creating the seamless move capability within EDCs should the customer and the EGS both desire and agree to do so.

Respectfully submitted,



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