



Duquesne Light

Our Energy...Your Power

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July 2, 2015

RECEIVED

Via Overnight Delivery

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

JUL 02 2015

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

**Re: Duquesne Light Company Supplement No. 17 to Electric -Pa. P.U.C. No. 3S
Docket No. R-2015-_____**

Dear Secretary Chiavetta:

Enclosed for filing on behalf of Duquesne Light Company ("Duquesne Light" or the "Company") is Supplement No. 17 to Electric – Pa. P.U.C. No. 3S ("Supplement No. 17"). Historically, the Company has paid Electric Generation Suppliers ("EGSs") the same monthly bill amount that is charged to customers. Therefore, if an EGS residential customer was on budget billing, Duquesne Light bills the budget amount to the EGS customer and pays the EGS the applicable portion of the budgeted amount. In Supplement No. 17, the Company is proposing to pay EGSs the amount based on the actual charges on the budget customer's bill. This modification is being made to make the EGS payment provisions consistent with that approved by the Pennsylvania Public Utility Commission in the Company's *Petition of Duquesne Light Company for Approval of a Default Service Program and Procurement Plan for the Period June 1, 2013 through May 31, 2015*, Docket No. P-2012-2301664, Order entered January 25, 2013.

The Company is in the process of making the necessary changes to its IT system to implement this functionality and could get these changes made as soon as August 31, 2015. Therefore, the Company is making this filing in order for the EGS Tariff to allow Duquesne Light to pay the EGSs amounts that are based on the actual charges on a budget customer's bill once the Company is able to implement the necessary IT modifications. Duquesne Light notes that it has requested an extension of time from the Commission at Docket No. P-2015-2484590 to implement this functionality no later than September 30, 2015. Duquesne Light is currently targeting implementation of this functionality on or about August 31, 2015.



Rosemary Chiavetta, Secretary
July 2, 2015
Page 2

Duquesne Light is serving a copy of this filing on all parties in the Company's default service proceeding at Docket No. P-2012-2301664 ("DSP VI") and at P-2014-2418242 ("DSP VII") as well as all active EGSs in its service territory.

Please direct any questions regarding this matter to the undersigned.

Respectfully submitted,

Robert H. Hoaglund, II

Enclosure

cc: Certificate of Service

RECEIVED

JUL 02 2015

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

CERTIFICATE OF SERVICE

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

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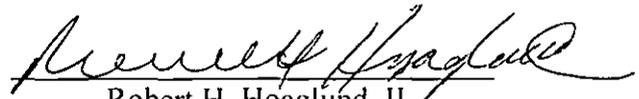
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JUL 02 2015

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Date: July 2, 2015


Robert H. Hoaglund, II

SUPPLEMENT NO. 17
TO ELECTRIC – PA. P.U.C. NO. 3S

DUQUESNE LIGHT COMPANY

ELECTRIC GENERATION SUPPLIER COORDINATION TARIFF

Issued By

DUQUESNE LIGHT COMPANY

411 Seventh Avenue
Pittsburgh, PA 15219

Richard Riazzi
President and Chief Executive Officer

Issued: July 2, 2015

Effective: August 31, 2015

Issued in compliance with the Pennsylvania Public Utility Commission Order entered January 25, 2013, at Docket No. P-2012-2301664.

RECEIVED

JUL 02 2015

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

NOTICE

THIS TARIFF SUPPLEMENT MODIFIES LANGUAGE IN A RULE

See Page Two

LIST OF MODIFICATIONS MADE BY THIS TARIFF

CHANGES

List of Modifications Made By This Tariff

**Second Revised Page No. 2A
Cancelling First Revised Page No. 2A**

First Revised Page No. 2A of the *List of Modifications Made By This Tariff* has been removed from this Tariff as it is no longer needed.

Table of Contents

**Eighth Revised Page No. 3
Cancelling Seventh Revised Page No. 3**

Page No. 2A has been removed from the Tariff and, therefore, from the *Table of Contents*.

Rules and Regulations

12. Payment and Billing

12.1.7 Purchase of EGS Receivables (POR) Program

12.1.7.4 Other Payment Provisions

**Third Revised Page No. 30B
Cancelling Second Revised Page No. 30B**

In compliance with the PaPUC's Order Dated January 25, 2013, at Docket No. P-2012-2301664, language has been modified to enable actual payment remittance to EGSs.

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(C) – Indicates Change

(C)

RULES AND REGULATIONS - (Continued)

12. PAYMENT AND BILLING – (Continued)

12.1.7 PURCHASE OF EGS RECEIVABLES (POR) PROGRAM – (Continued)

12.1.7.2.2 PURCHASE PRICE DISCOUNT ADJUSTMENT FOR INDIVIDUAL EGS Duquesne will monitor individual EGS uncollectible percentage rates (measured as any unpaid amounts sixty (60) days or older divided by that EGS's total annual consolidated billings), to determine whether any individual EGS is engaging in Unusual Business Behavior that results in an increase to the total uncollectible percentage rate for the Duquesne System. If, based on this monitoring, Duquesne finds that an individual EGS's uncollectible percentage rate exceeds 5%, then Duquesne, at its discretion, may increase the discount rate for that individual EGS's accounts to reflect the increased costs associated with the EGS's uncollectible accounts by the difference between the EGS's uncollectible percentage rate and two percent (2%). For purposes of this calculation, Duquesne shall rely on the most recent twelve (12) month period (or shorter if the EGS is new to the POR program) to calculate the EGS's uncollectible percentage rate. Duquesne, in its discretion, may opt to waive the imposition of the additional discount if the increase in the uncollectible rate results primarily from providing service to previously poor paying customers currently on default service and the individual EGS is able to provide a reasonable explanation for the significant increase in its uncollectible rate is not the result of a particular price offering, marketing strategy or other actions of the individual EGS. If, however, Duquesne determines that an additional discount is appropriate, the EGS may challenge that determination pursuant to the dispute resolution procedures discussed below. Should the result of those procedures uphold the EGS's position, Duquesne will refund to the EGS the additional discount withheld from their receivables. In the course of the dispute resolution, the EGS may be called upon to provide customer payment history for the customers it serves, commodity pricing, and other such information deemed appropriate, subject to confidentiality agreement. The discount will be lowered to the level applicable to other EGSs when and if the particular EGS's uncollectible percentage rate decreases to a level of two percent (2%) or below over a twelve (12) month period. If the particular EGS stops providing service to a customer under the POR program, the EGS must pay to Duquesne an amount equal to the increase to the discount multiplied by that customer's prior year's billings, to the extent that such amount has not already been paid on the date the EGS stops providing service to that customer.

12.1.7.3 TIMING OF PAYMENTS Payments to EGSs will occur electronically; thirty-five (35) days after consolidated bills are issued, and will continue throughout the billing cycle. If the thirty-fifth (35th) day falls on a weekend, Duquesne Light holiday or bank holiday, payments will occur on the next business day.

12.1.7.4 OTHER PAYMENT PROVISIONS If the EGS customer is on a budget payment plan, Duquesne shall purchase the actual amount owed each month by the customer. Payments to EGSs shall be made based on the actual amount owed. Duquesne shall also purchase accounts receivable of EGS's customers based upon an estimated bill. Duquesne shall add to or deduct from any payments due to EGSs amounts that may result from reconciliations, estimated readings, cancel and re-bills, or any applicable billing adjustment. Notwithstanding the foregoing, Duquesne shall only be obligated to purchase the monthly budget amount and remit to the EGS any adjusted budget billing amount until Duquesne implements any necessary changes to its billing system to allow for the payment of the actual amount owed by the customer.

12.1.7.5 TRANSFER OF COLLECTION RESPONSIBILITIES AND RIGHTS Under the POR program, Duquesne is entitled to receive and retain all payments from customers. Duquesne is authorized to conduct collection activities and, if necessary, terminate its delivery service and EGS commodity service to customers whose accounts receivables were purchased and who fail to make payment of amounts due on the consolidated bill, including the amount of the purchased EGS receivables. Any such termination of service shall be in accordance with the

(C) – Indicates Change

(C)

SUPPLEMENT NO. 17
TO ELECTRIC – PA. P.U.C. NO. 3S

DUQUESNE LIGHT COMPANY

ELECTRIC GENERATION SUPPLIER COORDINATION TARIFF

Issued By

DUQUESNE LIGHT COMPANY

411 Seventh Avenue
Pittsburgh, PA 15219

Richard Riazzi
President and Chief Executive Officer

Issued: July 2, 2015

Effective: August 31, 2015

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NOTICE

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See Page Two

LIST OF MODIFICATIONS MADE BY THIS TARIFF

CHANGES

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Cancelling First Revised Page No. 2A

First Revised Page No. 2A of the *List of Modifications Made By This Tariff* has been removed from this Tariff as it is no longer needed.

Table of Contents Eighth Revised Page No. 3
Cancelling Seventh Revised Page No. 3

Page No. 2A has been removed from the Tariff and, therefore, from the *Table of Contents*.

Rules and Regulations Third Revised Page No. 30B
Cancelling Second Revised Page No. 30B

12. Payment and Billing

12.1.7 Purchase of EGS Receivables (POR) Program

12.1.7.4 Other Payment Provisions

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(C) – Indicates Change

RULES AND REGULATIONS - (Continued)

12. PAYMENT AND BILLING – (Continued)

12.1.7 PURCHASE OF EGS RECEIVABLES (POR) PROGRAM – (Continued)

12.1.7.2.2 PURCHASE PRICE DISCOUNT ADJUSTMENT FOR INDIVIDUAL EGS Duquesne will monitor individual EGS uncollectible percentage rates (measured as any unpaid amounts sixty (60) days or older divided by that EGS's total annual consolidated billings), to determine whether any individual EGS is engaging in Unusual Business Behavior that results in an increase to the total uncollectible percentage rate for the Duquesne System. If, based on this monitoring, Duquesne finds that an individual EGS's uncollectible percentage rate exceeds 5%, then Duquesne, at its discretion, may increase the discount rate for that individual EGS's accounts to reflect the increased costs associated with the EGS's uncollectible accounts by the difference between the EGS's uncollectible percentage rate and two percent (2%). For purposes of this calculation, Duquesne shall rely on the most recent twelve (12) month period (or shorter if the EGS is new to the POR program) to calculate the EGS's uncollectible percentage rate. Duquesne, in its discretion, may opt to waive the imposition of the additional discount if the increase in the uncollectible rate results primarily from providing service to previously poor paying customers currently on default service and the individual EGS is able to provide a reasonable explanation for the significant increase in its uncollectible rate is not the result of a particular price offering, marketing strategy or other actions of the individual EGS. If, however, Duquesne determines that an additional discount is appropriate, the EGS may challenge that determination pursuant to the dispute resolution procedures discussed below. Should the result of those procedures uphold the EGS's position, Duquesne will refund to the EGS the additional discount withheld from their receivables. In the course of the dispute resolution, the EGS may be called upon to provide customer payment history for the customers it serves, commodity pricing, and other such information deemed appropriate, subject to confidentiality agreement. The discount will be lowered to the level applicable to other EGSs when and if the particular EGS's uncollectible percentage rate decreases to a level of two percent (2%) or below over a twelve (12) month period. If the particular EGS stops providing service to a customer under the POR program, the EGS must pay to Duquesne an amount equal to the increase to the discount multiplied by that customer's prior year's billings, to the extent that such amount has not already been paid on the date the EGS stops providing service to that customer.

(C)

12.1.7.3 TIMING OF PAYMENTS Payments to EGSs will occur electronically; thirty-five (35) days after consolidated bills are issued, and will continue throughout the billing cycle. If the thirty-fifth (35th) day falls on a weekend, Duquesne Light holiday or bank holiday, payments will occur on the next business day.

12.1.7.4 OTHER PAYMENT PROVISIONS If the EGS customer is on a budget or levelized payment plan, Duquesne shall ~~only be obligated to purchase the actual amount owed each month by the customer. Payments to EGSs shall be made based on the actual amount owed of the monthly installment under the budget or levelized payment plan.~~ Duquesne shall also purchase accounts receivable of EGS's customers based upon an estimated bill. Duquesne shall add to or deduct from any payments due to EGSs amounts that may result from reconciliations, adjustments or recalculations of budget or levelized plans, estimated readings, cancel and re-bills, or any applicable billing adjustment. Notwithstanding the foregoing, Duquesne shall only be obligated to purchase the monthly budget amount and remit to the EGS any adjusted budget billing amount until Duquesne implements any necessary changes to its billing system to allow for the payment of the actual amount owed by the customer.

(C)

12.1.7.5 TRANSFER OF COLLECTION RESPONSIBILITIES AND RIGHTS Under the POR program, Duquesne is entitled to receive and retain all payments from customers. Duquesne is authorized to conduct collection activities and, if necessary, terminate its delivery service and EGS commodity service to customers whose accounts receivables were purchased and who fail to make payment of amounts due on the consolidated bill, including the amount of the purchased EGS receivables. Any such termination of service shall be in accordance with the

(C)

(C) – Indicates Change

**DUQUESNE LIGHT COMPANY
SUPPLEMENT NO. 17 TO
ELECTRIC GENERATION SUPPLIER COORDINATION TARIFF NO. 3S**

STATEMENT OF REASONS

A. Introduction

Duquesne Light Company (“Duquesne Light” or the “Company”) hereby submits this Statement of Reasons in support of Supplement No. 17 to its Electric Generation Supplier (“EGS”) Coordination Tariff No. 3S (“Supplement No. 17”). In Supplement No. 17, Duquesne Light proposes to update the payment provisions for EGSs to state the Company will pay EGSs the actual amount owed each month for residential customers on budget billing.

Rule No. 12.1.7.4 – Other Payment Provisions of the EGS tariff states that if the EGS customer is on a budget or levelized payment plan, Duquesne shall only be obligated to purchase each month the amount of the monthly installment under the budget or levelized payment plan. In Duquesne Light’s Default Service Plan VI (“DSP VI”) proceeding, the Company agreed to pay EGSs actual monthly charges that would have been billed to EGS customers but for budget billing (“actual monthly bill amounts”) as soon as Duquesne Light was able to implement the necessary IT changes after FOCUS System became operational. *Petition of Duquesne Light Company for Approval of a Default Service Program and Procurement Plan for the Period June 1, 2013 through May 31, 2015*, Docket No. P-2012-2301664, Order entered January 25, 2013 (“*DSP VI Order*”, p. 240). The Commission agreed with this proposal. *DSP VI Order*, p. 241. The Company’s FOCUS system has become operational and the Company is finalizing the necessary IT changes to pay EGSs based on actual charges.

For the reasons that follow, approval of Supplement No. 17 is proper and in the public interest.

Also attached to this filing is the supporting data required by 52 Pa. Code § 53.52(a) and red-line changes to rule 12.1.7.4 in the Company's EGS tariff.

B. Description Of The Former Rule No. 12.1.7.4 – Other Payment Provisions.

In Rule No. 12.1.7.4 – Other Payment Provisions of the EGS tariff states that if the EGS customer is on a budget or levelized payment plan, Duquesne shall only be obligated to purchase each month the amount of the monthly installment under the budget or levelized payment plan.

C. It Is Reasonable For Duquesne Light To Modify Rule No. 12.1.7.4 – Other Payment Provisions.

In its DSP VI proceeding at Docket No. P-2012-2301664, EGSs proposed and the Company agreed to pay EGSs the actual bill amount versus the budget payment amount for those EGS customer that are on budget billing. At the time of the DSP VI proceeding, the Company was in the process of implementing its new customer billing system, the FOCUS System. The Company requested that it be allowed to continue paying budget bill amounts to EGSs to allow time for the new FOCUS System to be operational and for the Company to then make additional IT changes to implement the actual payment provision. The Commission granted the Company's request to defer implementation until after the FOCUS System was operational in its January 25, 2013 DSP VI Order. The Company recently filed a Petition in Docket No. P-2015-2484590 with the Pennsylvania Public Utility Commission requesting an extension of time to implement this functionality no later than September 30, 2015 (the "Petition"). The

Company plans to implement these IT changes as soon as practicable which is why this filing is being made now, as the earliest date the Company could possibly implement the functionality is August 31, 2015.

D. Effects of the Change

This change modifies a payment provision effecting approximately 49 EGSs supplying residential customers in the Duquesne Light zone who have elected budget billing. The Company will reconcile budget payment amounts with actual billed amounts at the time it begins payment to the EGS using actual charges and separately make payment to the EGS for the reconciled amount. The Company will make a separate payment to ensure reconciliation of past payments is separate from daily EDI transactions to mitigate confusion. This separate payment must be agreed upon by each corresponding EGS before the Company will remit this payment. The Company is proposing to modify Rule No. 12.1.7.4 – Other Payment Provisions of the EGS tariff to state that the Company will only pay EGSs the actual charges for EGS customers on budget billing as approved by Order entered January 25, 2015, at Docket No. P-2012-2301664.

E. Conclusion

For the reasons stated above, Duquesne Light Company respectfully requests that the Commission approve Supplement No. 17 to the Company's Electric Generation Supplier ("EGS") Coordination Tariff No. 3S, without modification, and that Supplement No. 17 be permitted to become effective on August 31, 2015. The Company intends to implement this change as soon as practicable and as early as August 31, 2015. However and as provided in that certain Petition, the change may not be made to the Company's billing system until September 30, 2015. The proposed language in Supplement 17

addresses this contingency by providing that the Company will continue its current remittance practice until the necessary IT changes have been implemented. If the billing change is not made on or about August 31, 2015, Duquesne Light will advise affected EGSs of any updated implementation date.

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Supplement No. 17 to Tariff No. 3S

§ 53.52 **Applicability; public utilities other than canal, turnpike, tunnel, bridge and wharf companies.**

(a) **Whenever a public utility other than a canal, turnpike, tunnel, bridge or wharf company files a tariff, revision or supplement effecting changes in the terms and conditions of service rendered or to be rendered, it shall submit to the Commission, with the tariff, revision, or supplement, statements showing all of the following:**

(1) **The specific reasons for each change.**

Response:

See the Statement of Reasons that is included with this filing.

(2) **The total number of customers served by the utility.**

Response:

589,870 as of April 30, 2015.

(3) **A calculation of the number of customers, by tariff subdivision, whose bills will be affected by the change.**

Response:

The bills of the Company's retail tariff customers will not be affected by this change. This change modifies a payment provision with approximately 49 electric generation suppliers ("EGSs") supplying residential customers in the Duquesne Light zone who have elected budget billing.

(4) **The effect of the change on the utility's customers.**

Response:

The proposed change will have no effect on the utility's retail customers.

(5) **The effect, whether direct or indirect, of the proposed change on the utility's revenues and expenses.**

Response:

The Company will reconcile budget payment amounts with actual billed amounts at the time it begins payment to the EGS using actual charges and separately make payment to the EGS for the reconciled amount. This change will have the timing of revenue billed by the Company but have no effect on the Company's total revenue. The proposed change will have no effect on the Company's expenses.

(6) **The effect of the change on the service rendered by the utility.**

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Response:

The proposed change will have no impact on the service rendered by the utility.

- (7) **A list of factors considered by the utility in its determination to make the change. The list shall include a comprehensive statement as to why these factors were chosen and the relative importance of each. This subsection does not apply to a portion of a tariff change seeking a general rate increase as defined in 66 Pa. C.S. § 1308 (relating to voluntary changes in rates).**

Response:

In Duquesne Light's Default Service Plan VI ("DSP VI") proceeding, the Company agreed to pay EGSs actual monthly charges that would have been billed to EGS customers but for budget billing ("actual monthly bill amounts") as soon as Duquesne Light was able to implement the necessary IT changes after FOCUS System became operational. *Petition of Duquesne Light Company for Approval of a Default Service Program and Procurement Plan for the Period June 1, 2013 through May 31, 2015*, Docket No. P-2012-2301664, Order entered January 25, 2013 ("*DSP VI Order*", p. 240). The Commission agreed with this proposal. *DSP VI Order*, p. 241.

- (8) **Studies undertaken by the utility in order to draft its proposed change. This paragraph does not apply to a portion of a tariff change seeking a general rate increase as defined in 66 Pa. C.S. § 1308.**

Response:

No studies were conducted by the Company to draft the proposed change.

- (9) **Customer polls taken and other documents which indicate customer acceptance and desire for the proposed change. If the poll or other documents reveal discernible public opposition, an explanation of why the change is in the public interest shall be provided.**

Response:

No customer polls were taken in regard to the proposed change.

- (10) **Plans the utility has for introducing or implementing the changes with respect to its ratepayers.**

Response:

The Company has no plans to introduce these changes to retail ratepayers since the proposed change has no effect on retail ratepayers. After Supplement No. 17 to Tariff No. 3S has been filed with the Commission, the Company will

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communicate the change to the approximately 49 affected EGSs by posting Supplement No. 17 to the Pending Tariff Supplements section on the customer choice portion of its website and informing these EGSs that the Company will be contacting them through separate communication that it will reconcile each retail customer's budget payment amount with actual charges and submit to the EGS a wire transfer for the reconciled amount.

(11) F.C.C., F.E.R.C., or Commission orders or rulings applicable to this filing.

Response:

The Commission's Order at Docket No. P-2012-2301664 entered January 25, 2013 regarding the Company's petition for approval of its Default Service Program and Procurement Plan for the Period June 1, 2013 through May 31, 2015.

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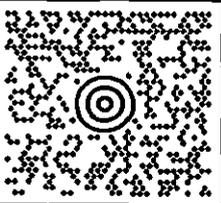
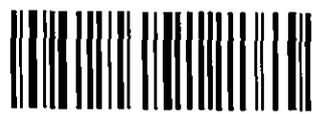
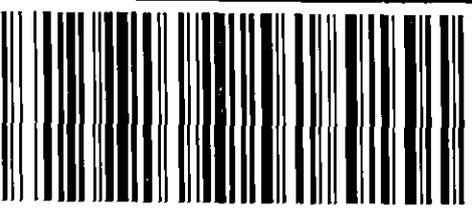
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