

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

PECO Energy Company Universal Services :
Three-Year Plan 2016-2018 : Docket No. M-2015-2507139

**Comments of
The Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania
Regarding Addendum F to PECO Energy Company's
Revised Universal Services Three –Year Plan 2016-2018**

PENNSYLVANIA UTILITY LAW PROJECT
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I. Introduction

The Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (“CAUSE-PA”), submits these Comments, through its attorneys at the Pennsylvania Utility Law Project, pursuant to the July 6 and July 13, 2017, Secretarial Letters in the above captioned case. The Secretarial Letters provided for interested parties to submit comments regarding Addendum F, PECO Energy Company’s (“PECO” or “Company”) June 23, 2017 compliance filing to the Commission’s August 11, 2016 Final Order (“Final Order”) regarding PECO’s Universal Service and Energy Conservation Plan for 2016-2018 (“USECP” or “Plan”).¹ Addendum F was submitted by PECO to provide details regarding its *De Facto* Heating Pilot (“Pilot”) and its \$7 million budget, as well as the \$1 million of additional LIURP funding, which were both approved by the Commission as part of the Joint Settlement (“Settlement”) relative to PECO’s 2013-2015 USECP at Docket M-2012-2290911. The Final Order discussed these matters, respectively, at pages 45-48 and 55-57 and directed that PECO:

11. File an addendum to the 2016-2018 USECP no later than April 30, 2017, that provides a description of finalized implementation details about its *de facto* heating pilot which includes the estimated number of jobs and yearly budget allocations.

...

15. Apply the additional \$1 million LIURP funding to traditional LIURP services or the *de facto* heating pilot, and update its LIURP budget and yearly jobs projections accordingly in an addendum to the 2016-2018 USECP to be filed no later than April 30, 2017.

On February 7, 2017, The Company filed a revised 2016-2018 USECP, and on June 23, 2017, filed Addendum F to its revised 2016-2018 USECP.

¹ Final Order, PECO Energy Company Universal Service and Energy Conservation Plan for 2016-2018 Submitted in Compliance with 52 Pa. Code §§ 54.74 and 62.4 at Docket No.M-2015-2507139 (August 11, 2016) (hereinafter “Final Order”).

In these Comments to Addendum F, CAUSE-PA addresses specific areas in which further clarity, detail, and coordination with the revised USECP are warranted, submits recommendations for improvement, and requests that the Commission direct that any necessary modifications to Addendum F, and its incorporation into the Revised USECP, be made fully and expeditiously, so that they may be implemented, in accordance with the Final Order, by October 1, 2017.

Unfortunately, Addendum F reflects an inadequate response to the terms of the Settlement agreement approved by the Commission in its Final Order, is sparse in terms of its detail, and appears to spend a significant amount of the funds each year on administration rather than remediation of de facto heating. Ten months after the Commission's Final Order, 16 months after the Tentative Order ("TO"), and almost two years after the Commission approved the Settlement and ordered the Pilot to take place, PECO provides scant and inadequate information about program details or budgets. Although CAUSE-PA was not resistant to PECO's earlier stated concern that adequate staff time was required to focus on its Fixed Credit Option (FCO) implementation prior to development of the Pilot, as well as to how it intends to use and budget the additional \$1 million of LIURP funding,² it is now nine months after the FCO roll-out, which is more than sufficient time for the development of a fully mature Pilot plan and budget. However, just 3 months prior to implementation, Addendum F still does not reflect the details of budget and implementation which the Commission has been directing PECO to provide since the TO was issued on February 25, 2016.

² CAUSE-PA Reply Comments to PECO Energy Company Universal Service and Energy Conservation Plan for 2016-2018 Submitted in Compliance with 52 Pa. Code §§ 54.74 and 62.4 at M-2015-2507139 at 11-12 ("CAUSE-PA Reply Comments").

II. Comments

A. PECO'S approach to the Pilot, as stated in Addendum F, distorts and narrows the purpose of the Pilot and does not comport with the Settlement, LIURP goals, or the Commission's Order

Before assessing the adequacy of PECO's Pilot, it is essential to first contextualize the problem that PECO committed to remedy in the Settlement. The Settlement Exhibit 1, at page 11, contains the introductory provisions, approved by the Commission, for the Pilot:

2. De facto heating:

De facto heating refers to Rate R customers, whose residence is nominally heated by a source other than electricity, but where the customer is in-fact heating with electricity (usually space heaters) because the other-fuel heating is not available. This can be due to a broken gas or oil furnace; it can also be due to inability to pay gas or oil bills, resulting in termination of that service. As noted, in such situations the customer often heats their home using inefficient electric space heaters, driving their electric bills.

The stakeholders believe that use of LIURP funds to address certain de facto heating situations is an appropriate use of LIURP funds where: (1) the mitigation measure is repair or replacement of a broken heater or furnace (but not payment of a gas or oil bill to reestablish oil or gas service); and (2) the mitigation measure has a payback period that meets certain criteria set forth below.

In other words, the Pilot is intended to be a usage reduction program achieved through the installation of technical usage mitigation measures to reduce electric bills for households who are unable to use their non-electric central heating system because it is broken or in disrepair, and who, because of their poverty, are unable to make repairs to those systems on their own. However, PECO's Addendum F describes the pilot as a program "to assist the customer's ability to reduce their dependency and need to utilize electric portable space heating as their primary source of electricity."³ At best, this stated purpose lacks clarity, and at worst lends itself to an interpretation

³ Addendum F, PECO Energy Company Universal Service and Energy Conservation Plan for 2016-2018 Submitted in Compliance with 52 Pa. Code §§ 54.74 and 62.4, M-2015-2507139 at 1 (June 23, 2017) (hereinafter "Addendum F").

that the pilot is intended to modify customer behavior. This is inappropriate. CAUSE-PA respectfully submits that the intended goal of the pilot, consistent with the Settlement should be restated as:

The De facto heating pilot is intended for Rate R customers, whose residence is nominally heated by a source other than electricity, but where the customer is in-fact heating with electricity (usually space heaters) because the other-fuel heating is not available. This can be due to a broken gas or oil furnace; it can also be due to inability to pay gas or oil bills, resulting in termination of that service. Mitigation measures may be repair or replacement of a broken heater or furnace which has a payback period of 15 years.

B. The general eligibility requirement is unclear, confusing, and requires clarification.

Initially, in describing the pilot eligibility criteria, PECO states: “The income and usage eligibility is the same as LIURP, in addition to participated in LIURP, (Electric or gas) as a requirement.”⁴ This language is confusing and ambiguous and requires clarification. Is eligibility limited to those who have participated in LIURP in the past, to those who are presently participating in LIURP, or to any eligible applicant who agrees to participate in LIURP in the future as part of the pilot? CAUSE-PA submits that this language requires clarification, and suggests the following revision:

Eligibility: The income and usage eligibility is the same as LIURP. Households who previously participated, presently participate, or agree to participate in LIURP are eligible.

This proposed eligibility criteria comports with the eligibility contemplated in the Settlement. Footnote 14, of the Settlement states:

Many of the noted customers were previously offered LIURP services, and have either received or rejected those services. However, at that time, the de facto heating pilot was not available. LIURP services that include the de facto heating pilot may be more successful in reducing usage at these residences.⁵

⁴ Addendum F at 1.

⁵ Settlement, Exhibit A at 11, fn. 14.

In addition, Addendum F is internally inconsistent as to whom is eligible for services. On the initial page, PECO indicates that the pool of candidates will be drawn from 2016/2017 LIURP participants.⁶ However, PECO later states: “De facto heating participants *who are LIURP participants* will continue to receive the LIURP post-treatment follow-up.”⁷ This language appears to imply that non-LIURP households are eligible for the pilot. If that is the case, CAUSE-PA submits the Settlement supports such a determination. However, it would be appropriate for PECO to detail how non-2016/2017 LIURP participants would be selected to participate. Furthermore, CAUSE-PA submits that it is appropriate to assure that **all** households who participate in the Pilot receive post-treatment follow-up. Without required follow-up, it would be impossible to assess the success of the Pilot. PECO should therefore be directed to include this follow-up requirement in its revision to Addendum F – and to detail, with specificity, the types of post-treatment follow-up that would be available to all participants.

C. The categorical exclusion of households who lost the use of their primary heating source due to non-payment is inconsistent with the Settlement and the Commission’s Final Order, and arbitrarily eliminates households with the greatest need who may receive the greatest benefit.

PECO seeks to exclude some of the neediest households from the pilot. It states: “Presently, the only exclusion from the De Facto Heating Program will be customers who have lost their primary heating source due to non-payment of their heating source.”⁸ Such an exclusion is in direct conflict with the letter, intent, and purpose of the Settlement. It also conflicts with other LIURP criteria and, overall, serves as an arbitrary and counterproductive exclusion. The Commission should require PECO to eliminate this exclusion.

⁶ Addendum F at 1.

⁷ Id. (emphasis added).

⁸ Id.

First, prior non-payment of heating bills is not and, to the best of CAUSE-PA's knowledge, has never been an exclusion from LIURP participation. To the contrary, LIURP eligibility and participation has always been linked to high usage and often to participation in CAP, which in turn requires that the applicant be "payment troubled." It is all too unfortunate, but nevertheless the reality, that many LIURP/CAP-eligible households lose their primary heating source due to non-payment. Indeed, even with the assistance of CAP, many low income households have a shockingly high energy burden, making it nearly impossible for households to pay for all of life's basic essentials each month. Once a financially vulnerable household falls behind, and eventually loses service, they often face insurmountable upfront payments for restoration of their primary heating source, and instead focus their limited resources on paying their electric – even if it means a higher monthly cost because they are relying on electric for heat. It makes no sense for such a blanket exclusion of these households, who could significantly reduce their electric usage if the upfront barriers to reconnection were addressed. The purpose of the De Facto Pilot is to assist those who are economically challenged and without the financial or technical means to end the use of de facto heating and install safer and more efficient heating methods.

Second, the exclusion has no context as to time or heating source, and conflicts with existing LIURP criteria. Addendum F, as presently written, excludes from eligibility any household which lost their primary heating source to non-payment at any time in the past. In the context of the lives of economically challenged customers, this would be absurd, since –as explained previously – high use is required for LIURP eligibility, and it is likely many households with high usage have been payment troubled, lost heat, and had it restored at various times in the past. Such an event should not exclude participation in the Pilot program. Further, the exclusion does not designate the type of fuel to which loss of heat applies. Many oil or propane reliant heating

customers may have lost heat in the past or are currently without heat because they cannot afford to pay for fuel. These households are within the intended scope of the Pilot, and are often the most frequent users of electric de facto heating. Nevertheless, the exclusionary language of Addendum F could prohibit their participation in and benefit from the Pilot.

Third, neither the Settlement nor the Commission's approval of the Settlement contemplates or contains any reference to a non-payment exclusion from participation. To the contrary, the Settlement specifically contemplates that precisely such households need access to the Pilot and would be eligible:

“De facto” heating refers to Rate R customers, whose residence is nominally heated by a source other than electricity, but where the customer is in-fact heating with electricity (usually space heaters) because the other-fuel heating is not available. This can be due to a broken gas or oil furnace; **it can also be due to inability to pay gas or oil bills, resulting in termination of that service.** As noted, in such situations the customer often heats their home using inefficient electric space heaters, driving their electric bills. (Settlement Exhibit 1, Section 2. Usage Reduction, subsection C. De facto heating, emphasis added.)

The only limiting reference within the Settlement contained in the Pilot subsection, relevant to this discussion, is that LIURP funds would not be used for *payment of a gas or oil bill to re-establish oil or gas service.*⁹ PECO takes this narrow exclusion and widens it to exclude participants whose service was shut off for non-payment. CAUSE-PA submits that the Settlement's restriction is far different than a broad outright ban on eligibility for a household that may have lost heat for non-payment. The re-establishment of oil or gas service that had been lost due to non-payment may be accomplished through many methods, including but not limited to obtaining resources from religious or other charitable agencies, hardship funds, LIHEAP, loans, or gifts from family or private sources. Re-establishment of service may also be accomplished through payment arrangements, eligibility for CAP, or LIHEAP Crisis grants. Although the use

⁹ Joint Petition for Settlement, Exhibit A at 11.

of LIURP funds to pay the bill is excluded, it was never contemplated that simply losing heat as a result of past non-payment was intended to be an exclusion from participation in the pilot.

The exclusion also cannot be justified by PECO's decision to include flexibility in serving these households. PECO asserts that if excluded, "an assessment will be undertaken to determine the appropriate remedial remedy, if any."¹⁰ If anything, the proposed process to first exclude from Pilot, and then assess whether any other remedial action is appropriate, places the cart before the horse. A household with payment issues that prevent them from connecting to their primary heating source – thereby driving higher electric bills – may be one that should receive priority attention, rather than blanket exclusion and then an after-the-fact assessment. If in fact a household currently has no heat due to non-payment, PECO's Chapter 56 and universal service obligations should require the Company *to first* assess and assist the household to regain service. This could be done through the CARES component, other universal service staff, or the subcontractor administering the pilot.

PECO's decision to exclude from the pilot households whose main heating source is off for non-payment is in direct conflict with the Settlement and other LIURP criteria, and serves as an arbitrary and counterproductive exclusion which undermines the express intent and purpose of the program. The Commission should require PECO to eliminate this exclusion.

¹⁰ Addendum F at 1.

D. The Eligibility Needs Assessment of those households who are potentially eligible to participate in the Pilot raises a number of questions and provides insufficient data and detail to assess its accuracy.

In its Final Order, the Commission noted, in regard to the Pilot:

In the Tentative Order, we requested that PECO update the LIURP budget appropriately to reflect the \$700,000 and to provide an estimate of potential jobs that will be performed under this pilot, for the electric and gas categories for 2017 and 2018.¹¹

In Addendum F, PECO estimates that four hundred and ten customers are potentially eligible for the Pilot,¹² but provides no basis for how it reached this conclusion. PECO has simply advanced this number as an estimate, but has provided neither data, nor criteria, nor reference to any analysis or study undertaken to reach this estimate. Absent this critical information, it is impossible for CAUSE-PA to comment on or for the Commission to perform an informed assessment of its accuracy. However, a number of issues and questions do emerge:

- Has PECO excluded from consideration all potential households who have no heat as a result of failure to pay their bills? If so, as noted above, CAUSE-PA submits that this exclusion is inappropriate.
- Has PECO developed this number of potentially eligible participants by looking only at its 2016/2017 LIURP participants? If so, CAUSE-PA submits, and explains in more detail below, that this is contrary to the intent of the settlement to include prior non-LIURP participants within the Pilot.

PECO projects that of the estimated 410 customers who are potentially eligible, 240 or approximately 60% will be treated as part of the project within the first year. This estimate appears to be unrealistic and excessively optimistic. Although it is submitted that the Pilot is greatly needed and will fill a highly important purpose, if PECO's estimate of 410 potentially eligible participants is correct, it seems highly unlikely that the Pilot's initial first year participation and job completion rate would be almost 60% of the potentially eligible population. CAUSE-PA is

¹¹ Final Order at 46.

¹² Id.

unaware of such an initial participation and job completion rate in any other LIURP, weatherization, or low-income programs. Based on the foregoing, the Addendum F estimates of Pilot participation and job completion numbers merit significant skepticism. CAUSE-PA submits that the Company be directed to provide further detail and justification as to how it arrived at these estimates.

E. The proposed Intake process is flawed and inadequate to meet the pilot's objectives

As noted above, regarding Addendum F's lack of clarity as to Pilot eligibility, PECO states it intends to draw its pool of participants from 2016/2017 LIURP participants. Presumably, by the beginning Pilot date of October 2017, this is a group that has already been identified, has received an initial audit, and has had their LIURP treatments completed. However, in its discussion regarding its proposed intake process, Addendum F indicates that the customer will be informed during their LIURP audit of the potential for additional services to be provided under the De Facto heating program. These two actions appear to be conflict. If the LIURP audit has already been completed, how will members of the 2016/2017 pool be provided meaningful information about the Pilot? Although PECO states it is considering the possibility of providing a brochure which explains the Pilot, it does not commit to developing and distributing such a brochure – or, for that matter, to any written materials. CAUSE-PA submits that these apparent conflicts regarding the intake process require further clarification and detail.

Further, PECO indicates that the initial contact with the potential De Facto participant will be by telephone. The purpose of the call is not clearly specified. It appears, but is not clear, that this phone contact is for the purpose of advising the recipient of the Pilot and scheduling an appointment, which may be for application completion, an audit, or both. CAUSE-PA has no objection to initiating contact by telephone, followed up by a letter if the initial contact is

unsuccessful. However, the purpose of the call and/or letter and what is requested of the recipient should be clear, and the script and/or form letter should be reviewed with input by interested parties and the Commission.

In the settlement, PECO committed to a collaborative to take place within 90 days of approval of the Settlement. Portions of the collaborative were to address:

- Educational materials regarding the importance of LIURP and Act 129 measures; and
- Suggested measures to be pursued in the de facto heating program.

To the best of CAUSE-PA's knowledge, while general information about the Pilot was shared at Universal Service Advisory Committee meetings, no dedicated collaborative has yet taken place regarding the implementation of either LIURP or the Pilot educational materials or Pilot heating program measures. In its Reply Comments, PECO argued – at that time – that it would have been premature to discuss these topics with other collaborative concerns as the issues were then not “ripe for collaboration.”¹³ CAUSE-PA submits that the time for such a collaborative is at hand, and remains necessary. As such, CAUSE-PA respectfully requests that the Commission direct PECO to conduct the required collaborative on these issues, and include the De Facto customer contact scripts as part of the agenda for participant review, comment, and input.

F. Customer Education regarding the De Facto Pilot, and its eligibility requirements, benefits and obligations, is virtually absent, and requires extensive development.

PECO's proposed Pilot is a new and, hopefully, innovative approach to alleviate and perhaps eliminate many of the concerns and problems inherent in the use of space heaters. CAUSE-PA submits that, to optimize the success of this pilot, an active and robust education program must be an integral measure or component. As noted above regarding the intake process,

¹³ PECO Reply Comments at 13-14, fn. 8.

PECO committed to a collaborative to take place within 50 days of approval of the Settlement. However, to the best of CAUSE-PA's knowledge, the portions of the collaborative designated by the Settlement which are most appropriate to Pilot education, such as educational materials regarding the importance of LIURP and Act 129 measures and suggested measures to be pursued in the de facto heating program, have not taken place.¹⁴ They should.

Currently, it appears that PECO has been providing education regarding the dangers inherent in the use of space heating in those residences in which space heaters are found. This was done before the pilot, and should of course continue. However, the initiation of the Pilot requires additional educational measures which provide, at a minimum, details about eligibility requirements, rights, and obligations. As currently offered, Addendum F provides only bare-bones information about Pilot education, which appears to focus on the narrow issue of appliance installation, warranty, maintenance, and usage.¹⁵ This is insufficient to adequately educate consumers receiving specific and targeted measures to remediate de facto heating.

G. The list of measures PECO provides for the Pilot is tentative and limited.

PECO qualifies the information regarding Pilot measures to be installed by providing “a partial list of measure that maybe installed (sic).”¹⁶ This conditional statement provides little guidance. As pointed out earlier in these comments, the Settlement called for a collaborative to specifically address “Suggested measures to be pursued in the de facto heating program.”¹⁷ CAUSE-PA respectfully requests that the Commission direct PECO to conduct such a

¹⁴ CAUSE-PA acknowledges that the topic of de facto heating and program overview were generally discussed at PECO's ongoing USAC meetings, but no specific collaborative for the dedicated purpose of reviewing educational materials has taken place.

¹⁵ Addendum at 2.

¹⁶ *Id.* at 2.

¹⁷ Joint Settlement at 13.

collaborative to include suggested measures to be pursued in the de facto heating program as part of the agenda for participant review, comment, and input.

H. The Pre-Implementation Review which PECO proposes is limited and not equivalent to public outreach, seeking Advisory Committee input, or to a collaborative meeting.

Prior to October 2, 2017, PECO indicates that it will host a pre-implementation meeting with its Universal Service Advisory Committee and meet with the “County Pa Weatherization manager” to formalize the opportunities for coordination. While apprising these parties regarding the status and details of the pilot prior to its implementation is useful, CAUSE-PA respectfully submits that the Pre-Implementation Review which PECO proposes is not equivalent to a required collaborative meeting, or to a full review for input by an Advisory Committee, or to public outreach which is designed to inform specific segments of the public, such as health and social service workers, fire fighters, and housing advocates about the existence of the Pilot and how affected households may be eligible and benefit. CAUSE-PA requests that these additional steps be incorporated into Addendum F.

Additionally, PECO seeks to limit referrals to the pilot to only the “Pa. Weatherization programs with PECO’s services [sic] territory.”¹⁸ It is unclear why PECO would limit referrals to these agencies. To be sure, the DOE-funded weatherization agencies are a significant partner in making referrals, given their role in providing LIHEAP Crisis-Interface services.¹⁹ However, referrals should not be limited to these agencies. Anyone should be able to make a referral to PECO for purposes to assessment, including self-referrals by the consumer.

¹⁸ Addendum F. at 1.

¹⁹ PECO appears to have chosen a vendor who is not a weatherization provider. This is unfortunate, and a missed opportunity for PECO to leverage the community input and involvement of local, community-based partners who have developed trust and expertise in the community.

I. The numbers obtained by PECO's bare bones performance plan proposal does not track the actual performance or effectiveness of the Pilot.

PECO indicates that it will track the installed measures and customers on a monthly basis.

While counting the number of measures and participants is necessary, it is the most minimal of performance metrics, and does not provide sufficient information to determine the Pilot's effectiveness. The Commission has approved an innovative and important three year pilot program. What matters is *not only* how many people are served and with what measures, but also whether the installed measures reduce electric consumption, improve the stability and affordability of centralized heating for the household, avoids termination of service, improves CAP retention, and, improves household comfort and safety. CAUSE-PA submits that PECO should be directed to develop a full performance plan in coordination with a collaborative of interested parties and the Bureau of Consumer Services.

J. The Pilot and LIURP Budgets raise a number of questions which need to be addressed.

a. De Facto Pilot Budget

The budget for the Pilot raises a number of questions for which the answers do not appear to be readily available in either the revised Plan or the narrative sections of Addendum F. CAUSE-PA respectfully requests that the Commission request clarification from the Company regarding the following matters:

- The De Facto Pilot budget is labelled as one for electric de facto and labelled as an electric budget, but the de facto Pilot program is not intended to be limited to electric heating systems. The Pilot recognizes that oil, gas, and other heat systems may be affected. The Pilot may take place in the suburbs PECO serves where it provides gas heat, and in Philadelphia there needs to be coordination with PGW. Why does the Pilot budget refer only to electric?
- The Pilot budget allocates \$251,796 to administer a \$700,000 Program. This is approximately 36%. This is an inappropriate and excessive administrative cost. PECO should not be permitted to spend more than 1/3 of its budget on administration. Given that this pilot is an extension of PECO's LIURP program, CAUSE-PA submits that the 15%

cap in administrative expenses imposed by 52 Pa. Code § 58.5 should apply. While that section exempts approved pilot programs from this cap, PECO should not be permitted to more than double that limitation. CAUSE-PA submits that any administrative expenses in excess of 15% of the annual cost should be disallowed without specific approval by the Commission.

- The budget contains separate allocations for Conservation and for Weatherization. The distinction between the two categories is not readily clear from the revised Plan or from Addendum F. What are the differences in services and/or measures contemplated in these categories? Why is the weatherization budget almost exactly double that of conservation?
- Why do the number of job completions vary from month to month, while the budgets stay the same?

b. LIURP Budget

PECO's LIURP proposal and the allocation of \$1 million budget also raises a number of questions for which the answers do not appear to be readily available in either the revised Plan or the narrative sections of Addendum F. CAUSE-PA respectfully requests that the Commission require clarification from the Company regarding the following matters:

- The LIURP budget is labelled as one for electric de facto and labelled as an electric budget, but the PECO LIURP program is not intended to be limited to electric heating systems. PECO serves and provides gas heat in the suburbs. Furthermore, Addendum F indicates that some LIURP funds will be used in connection with the Pilot, which entails other heating sources. Why does the \$1 million LIURP budget refer only to electric?
- The LIURP budget allocates \$620,000 to administration of a \$1,000,000 budget. This is 62%! This is inappropriate and wasteful. Given that this pilot is an extension of PECO's LIURP program, CAUSE-PA submits that the 15% cap in administrative expenses imposed by 52 Pa. Code § 58.5 should apply. While that section exempts approved pilot programs from this cap, PECO should not be permitted to more than quadruple that limitation. CAUSE-PA submits that any administrative expenses in excess of 15% of the annual cost should be disallowed without specific approval by the Commission. .
- The budget contains separate allocations for Conservation and for Weatherization. The distinction between the two categories is not apparent from the revised Plan or from Addendum F. What are the differences in services and/or measures contemplated in these categories? Why is the weatherization budget more than 4 times more than its conservation budget?
- The \$1 million dollars reflected in this budget is intended to supplement, not replace PECO's LIURP budget. However the budget PECO submitted as part of Addendum F

stands alone. CAUSE-PA submits that the full PECO LIURP program budget, which incorporates both the annual LIURP and the \$1 million supplement would be valuable information to be included in Addendum F.

II. Conclusion

CAUSE-PA thanks the Commission for this opportunity to submit comments regarding PECO Energy Company's submission of Addendum F to its Revised 2016-2018 Universal Services Plan. It is respectfully requested that the Commission direct that PECO convene a collaborative of interested parties as well as the Bureau of Consumer Services regarding intake, education, and measures to take place within the Pilot, and direct that the modifications and additions to Addendum F recommended by CAUSE-PA above be incorporated therein and integrated into PECO's Revised USECP.

Respectfully Submitted,

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PECO Energy Company Universal Services :
And Energy Efficiency Conservation Plan :
for 2016-2018 Submitted in Compliance with : Docket No. M-2015-2507139
52 Pa. Code §§ 54.74 & 62.4 :

Certificate of Service

I hereby certify that I have this day served copies of the **Comments of the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania Regarding Addendum F to PECO Energy Company's Revised Universal Services Three-Year Plan 2016-2018** in accordance with the requirements of 52 Pa. Code § 1.54 in the manner and upon the persons listed below.

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