



September 17, 2018

Via Electronic Filing
Rosemary Chiavetta, Secretary
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105

Re:
**Joint Petition of Metropolitan Edison Company,
Pennsylvania Electric Company, Pennsylvania Power
Company, and West Penn Power Company for
Approval of their Default Service Programs for the
period commencing June 1, 2019 through May 31, 2023**

Docket Nos. P-2017-2637855
P-2017-2637857
P-2017-2637858
P-2017-2637866

Dear Secretary Chiavetta:

Enclosed please the Petition for Reconsideration of the Coalition for Affordable Utility Service and Energy Efficiency in Pennsylvania (CAUSE-PA) to the Pennsylvania Public Utility Commission's September 4, 2018 Opinion and Order in the captioned proceeding. Copies are being circulated to the parties consistent with the attached Certificate of Service.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Patrick Cicero".

Patrick Cicero
Counsel for CAUSE-PA

CC: Office of Special Assistants (via email only: ra-OSA@pa.gov)
Daniel Mumford (OCMO): (via email only dmumford@pa.gov)
Kriss Brown, Esq. (Law Bureau): (via email only kribrown@pa.gov)
Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**Joint Petition of Metropolitan Edison Company,
Pennsylvania Electric Company, Pennsylvania Power
Company, and West Penn Power Company for
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I hereby certify that on September 17, 2018, I have served true and correct copies of the Petition for Reconsideration of CAUSE-PA via email and/or first-class mail upon the following persons, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party).

VIA FIRST CLASS MAIL & EMAIL	
<p>Honorable Mary D. Long Administrative Law Judge, Pennsylvania Public Utility Commission Piatt Place, Suite 220 301 Fifth Avenue Pittsburgh, PA 15222</p>	
<p>Tori L. Giesler, Esq. Lauren Marissa Lepkoski, Esq FirstEnergy Service Company 2800 Pottsville Pike P.O. Box 16001 Reading, PA 19612-6001 (Counsel for Companies)</p>	<p>Daniel G. Asmus, Esq. Office of Small Business Advocate Suite 202, Commerce Building 300 North Second Street Harrisburg, PA 17101 (Counsel for OSBA)</p>
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September 17, 2018



Patrick M. Cicero, PA ID 89039
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On Behalf of CAUSE-PA

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of Metropolitan Edison Company for
Approval of a Default Service Program for
the Period Beginning June 1, 2019 through
May 31, 2023 P-2017-2637855

Petition of Pennsylvania Electric Company for
Approval of a Default Service Program for
the Period Beginning June 1, 2019 through
May 31, 2023 P-2017-2637857

Petition of Pennsylvania Power Company for
Approval of a Default Service Program for
the Period Beginning June 1, 2019 through
May 31, 2023 P-2017-2637858

Petition of West Penn Power Company for
Approval of a Default Service Program for
the Period Beginning June 1, 2019 through
May 31, 2023 P-2017-2637866

**PETITION FOR RECONSIDERATION AND/OR
CLAIRIFICATION OF A PORTION OF THE OPINION
AND ORDER ENTERED SEPTEMBER 4, 2018
BY THE COALITION FOR AFFORDABLE UTILITY
SERVICES AND ENERGY EFFICIENCY IN
PENNSYLVANIA**

PENNSYLVANIA UTILITY LAW PROJECT
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Date: September 17, 2018

I. INTRODUCTION

The Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (“CAUSE-PA”), through its attorneys at the Pennsylvania Utility Law Project, hereby submits this Petition for Reconsideration and/or Clarification pursuant to Pennsylvania Public Utility Commission (“Commission”) Regulations at 52 Pa. Code §§ 5.41 and 5.572, and requests timely reconsideration and clarification of a portion of the Commission’s September 4, 2018 Opinion and Order. See Petition of Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company, West Penn Power Company, Docket Nos. P-2017-2637855, P-2017-2637857, P-2017-2637858, and P-2017-26378566 (Order dated September 4, 2018) (“Order”).

At the outset, CAUSE-PA wishes to make clear that it is seeking reconsideration and clarification of only a discrete portion of the Commission’s Order. Specifically, CAUSE-PA seeks reconsideration of the scope of the Customer Assistance Program (CAP) shopping restrictions that have been referred to Office of Competitive Market Oversight (OCMO). CAUSE-PA asserts that the issue identified on Page 58, footnote 19 of the Commission’s Order is an inappropriate topic for referral to OCMO in light of the Commission’s explicit conclusion that there was substantial evidence of harm caused by Customer Assistance Program (CAP or PCAP)¹ customers paying more than the price to compare (PTC). CAUSE-PA asserts that the scope of the referral to OCMO, and OCMO’s resultant recommendations, should be limited to issues of technical implementation.

Each of the parties to this proceeding had the opportunity to present evidence and advance arguments on the record regarding *whether* CAP shopping restrictions were needed and, if so, the

¹ The Companies’ CAP program is called the Pennsylvania Customer Assistance Program or PCAP. See CAUSE-PA St. No. 1 at 4, n.1.

scope of the protections necessary to ensure that the CAP program is affordable for CAP customers and cost-effective for the ratepayers who pay for CAP. After reviewing the record evidence, the Commission found that allowing CAP customers to shop for prices above the PTC caused substantial harm to CAP and non-CAP residential customers, and agreed that the only way to prevent the certain and substantial harm was to prevent CAP customers from shopping at a price which exceeds the PTC. Order at 58. By allowing parties to again inquire into whether the price for service must always be below the PTC to prevent this harm from occurring, the Commission is effectively affording the parties – along with non-parties who were invited by OCMO to participate in the collaborative² – the opportunity to re-litigate the case in an off-the-record collaborative. The Commission must determine what restrictions are necessary *based on substantial evidence in the record of the proceeding*, not the preference of participants in an off-the-record collaborative.

For the reasons outlined more fully below, CAUSE-PA requests that the Commission reconsider its decision to include within the scope of the referral to OCMO the issue of whether or not an Electric Generation Supplier (EGS) contract with CAP customers must be at or below the PTC only at the time of contracting. CAUSE-PA believes that the record evidence in this case compels the conclusion that any EGS contract with CAP customers must always be at a rate that is at or below the PTC.

II. BACKGROUND

The discussion of appropriate and lawful protections for CAP customers from cost

² The invitation to the collaborative includes dozens of third parties which did not participate in the underlying proceeding because the Secretarial Letter was sent to the CHARGE list. These third parties had notice of FirstEnergy's filing, and every opportunity to litigate the case. They should not now be given an opportunity to litigate the issue anew. See Petition of Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company, West Penn Power Company, Docket Nos. P-2017-2637855, P-2017-2637857, P-2017-2637858, and P-2017-26378566, Secretarial Letter dated September 6, 2018.

increases caused by paying more than the PTC did not begin in this default service proceeding. Rather, the issue was initially raised in the last default service plan (DSP) proceeding filed by Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company and West Penn Power Company's (collectively "the Companies" or "FirstEnergy"). On May 19, 2016, the Commission issued a Final Order in FirstEnergy's last DSP ("DSP IV"), which adopted a Joint Petition for Settlement ("DSP IV Settlement") of the parties. See Petition of Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company, West Penn Power Company, Docket Nos. P-2015-251333, P-2015-2511351, P-2015-2511355, and P-2015-2511356 (Order dated May 19, 2016) ("DSP IV Order"). The DSP IV Settlement required the Companies to host a series of collaborative meetings to discuss, among other things, whether consensus could be reached about the scope of shopping available to customers participating in the Companies' CAP program.³ The Companies held collaborative meetings on September 13, 2016, November 30, 2016, May 25, 2017, and October 4, 2017.⁴ Despite four meetings over 13 months, no consensus could be reach about the scope of CAP customer shopping.⁵ This history is critical because it demonstrates that prior to the initiation of this proceeding, the parties engaged in good faith negotiations about the necessary scope of CAP shopping protections, and could not come to an agreeable resolution. As a result, the parties agreed to litigate the issue in this proceeding, with the full expectation that the Commission would reach a decision based on the evidence in the record, rather than demur and refer the issue back to the parties for further discussion.

On December 11, 2017, the Companies filed the instant proceeding through a Joint Petition

³ Companies' St. No. 1 at 3.

⁴ Id.

⁵ Id.

for Approval of their Default Service Programs for the period commencing June 1, 2019 through May 31, 2023. The Companies proposed no CAP shopping restrictions in their filing. However, CAUSE-PA, the Office of Consumer Advocate (OCA), and the Commission's Bureau of Investigation and Enforcement (I&E) each proposed various ways to ensure that low income customers and those who pay for the CAP program were protected from excessive pricing, and coalesced around the central point that CAP customers should pay no more for generation service than the PTC.⁶ This position ensures that CAP customers continue to have access to the competitive electric market in a manner that protects their ability to receive service at affordable levels and without unnecessary risk, and at the same time shields other residential ratepayers from undue and excessive expense.

An evidentiary hearing was held on April 10, 2018, at which all of the parties' pre-served testimony and various attachments and exhibits were entered into the record by stipulation and verification. No party conducted cross-examination of any witnesses at the hearing. On June 8, 2018, Administrative Law Judge (ALJ) Mary D. Long issued her Recommended Decision (R.D.). Regarding the Companies' current practice of allowing its PCAP customers to receive generation supply service from an EGS without regard to price, ALJ Long reviewed the unrefuted and substantial evidence of harm to CAP customers and other residential ratepayers that resulted over a 58-month period from unrestricted CAP shopping, and concluded that unrestricted PCAP shopping is harming both PCAP participants and non-PCAP residential ratepayers. R.D. at 66. After reviewing the extensive record evidence, ALJ Long correctly found that there was no reasonable alternative but to impose restrictions on the offers that PCAP customers can accept and remain in PCAP. R.D. at 71. Specifically, ALJ Long concluded that the "more than \$18.3 million

⁶ See CAUSE-PA St. No. 1 at 30-32; OCA St. No. 2 at 38; I&E St. 1-R at 23-24.

in increased PCAP costs over a 58-month period (nearly five years) is a direct result of the Companies' current practice of allowing PCAP customers to accept any EGS offer regardless of cost." R.D. at 68.

ALJ Long found that these increased costs were net of all shopping decisions and that "[the Retail Energy Supply Association (RESA)] offer[ed] no data to substantiate its claims that [other value-added components] result in savings on PCAP customers' utility bills." R.D. at 68-69. ALJ Long concluded that "RESA's testimony falls far short of providing that any of these services in fact lower any customer's bills" and that "the evidence produced by [I&E, the OCA, and CAUSE-PA] demonstrates that **unless PCAP customers are restricted from shopping at rates above the price to compare, the resultant increase in costs will cause harm to PCAP and non-PCAP customers alike.**" R.D. at 69 (emphasis added). This evidence went unrefuted by any party, including the Retail Energy Supply Association (RESA). On June 28, 2018, RESA filed Exceptions to the R.D.

On September 4, 2018, the Commission issued its Opinion and Order, which stated, in relevant part:

We agree with the ALJ's recommendation that FirstEnergy implement a CAP shopping program where CAP customers may only enter into a contract with an EGS for a rate that is at or below the utility's PTC and does not contain an early termination or cancellation fee. However, we find that the mechanics and details of this program are not fully developed within the record of this proceeding to adequately ensure a program can be implemented in a successful fashion by June 1, 2019. **Therefore, we shall adopt the ALJ's recommendation in so far as EGSs may not charge CAP customers a rate greater than the PTC, nor charge early termination or cancellation fees.**¹⁹ Furthermore, we believe it is prudent to refer the program to OCMO to work with stakeholders on the details of the program in order to ensure a successful implementation.

¹⁹The issue of whether the EGS rate must be below the PTC at the time of contracting, or below that and all future PTCs, is within the scope of this referral to OCMO.

Order at 58 (emphasis added); Order at 58, n. 19. The issue raised in footnote 19 was not contained

in ALJ Long's R.D. and was not raised by any party in the proceeding; fundamentally, it ignores and overlooks the substantial evidence of harm to CAP customers and the CAP program that is caused when CAP customers pay prices that are higher than the price to compare. Footnote 19 is the subject of this Petition for Reconsideration.

On September 6, 2018, the Commission issued a Secretarial Letter establishing a Notice of Stakeholder Collaborative for November 5, 2018. See Petition of Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company, West Penn Power Company, Docket Nos. P-2017-2637855, P-2017-2637857, P-2017-2637858, and P-2017-26378566, Secretarial Letter dated September 6, 2018. While the September 6 Secretarial Letter was formally served on the parties to the proceeding, it was sent to the Commission's entire CHARGE list, thereby effectively inviting hundreds of additional participants to this collaborative who were not parties to the proceeding.

III. LEGAL STANDARD

In Duick et al. v. Pennsylvania Gas and Water Company, 56 Pa. P.U.C. 553 (1982), the Commission explained the basis for rescinding or amending a prior order:

A petition for reconsideration, under the provisions of 66 Pa. C.S. § 703(g), may properly raise any matters designed to convince the Commission that it should exercise its discretion under this code section to rescind or amend a prior order in whole or in part. . . . What we expect to see raised in such petitions are new and novel arguments, not previously heard, or considerations which appear to have been overlooked or not addressed by the Commission.

Id. at 559.

This Petition satisfies Duick, in that it raises issues "which appear to have been overlooked or not addressed by the Commission." Id. Specifically, CAUSE-PA believes that the Commission may have overlooked the fact that by opening up the collaborative to the issue of whether a CAP customer should pay a price higher than the PTC at any point while enrolled in the program, it

unintentionally undermined its finding that the harm occurring as a result of unrestricted CAP shopping is *caused by shopping at or above the PTC*.

IV. REQUEST FOR RECONSIDERATION

In its September 4th Order, the Commission concluded that “there is clear evidence demonstrating that a significant number of FirstEnergy’s CAP customers paid significantly more than what they would have paid if they were default service customers,” and, consequently, “it is necessary to impose some restrictions on FirstEnergy CAP customers’ shopping in order to protect both CAP customers and the non-CAP residential rate base from increased and unnecessary costs.” Order at 58. With regard to the scope of CAP shopping restrictions, the Commission concluded that “[w]e agree with the ALJ’s recommendation that FirstEnergy implement a CAP shopping program where CAP customers may only enter into a contract with an EGS for a rate that is at or below the utility’s PTC and does not contain an early termination or cancellation fee.” *Id.* However, the Commission concluded that “the mechanics and details of this program are not fully developed within the record of this proceeding”, and proceeded to refer “the program to OCMO to work with stakeholders on the details of the program to ensure successful implementation.” Order at 58-59. Included in the referral was “whether the EGS rate must be below the PTC at the time of contracting, or below that and all future PTCs.” Order at 58, n. 19.

CAUSE-PA believes that the Commission may have overlooked critical pieces of the record evidence in determining to include the issue of whether the EGS price could exceed the PTC at any point. As outlined in CAUSE-PA’s Reply Brief, there was substantial and unrefuted evidence that allowing customers who are enrolled in CAP to shop for electricity at prices which exceed the PTC causes significant financial harm to CAP and non-CAP customers:

- While enrolled in PCAP, PCAP customers pay a reduced bill.⁷
- The difference in a PCAP customer's PCAP bill and the total bill that the customer would have been charged based on usage and price per kWh is called the customer's PCAP bill subsidy credit.⁸
- The PCAP bill subsidy credit is determined for each customer based on total gross household income, primary heating source, targeted energy burden, usage, and price.⁹
- Each PCAP customer is permitted a maximum dollar amount of PCAP bill subsidy credits each month— this is known as their maximum PCAP credits.¹⁰
- In aggregate, the PCAP bill subsidy credits for all PCAP customers are paid for by all residential, non-PCAP customers through a Universal Services rider that is reconciled to account for actual over/under collections every quarter.¹¹
- More than 160,000 confirmed low income customers who are not enrolled in PCAP help pay for the PCAP subsidy for those who are enrolled.¹²
- If a PCAP participant chooses an electric generation supplier with a price higher than the price to compare, the amount that either the PCAP customer or other ratepayers pay will be more. Initially, PCAP households will bear a higher cost because they are getting too little subsidy because their PCAP bill was based on a previously lower rate. But when their bill subsidy credit is recalculated 3 months later, their bill will be reduced and the amount of bill subsidy credit paid for by other ratepayers will increase because the amount of bill subsidy credit needed to get the household to the targeted energy burden level will increase.¹³
- Because of the design of the PCAP program, when prices increase the costs are paid for either by the PCAP customer or other ratepayers who help PCAP customers pay their bills through the PCAP bill subsidy credit. The obligation for the entire bill based on usage and price must be borne by either the PCAP customer or by other ratepayers through the PCAP bill subsidy.¹⁴
- From June 2013 through December 2017 (55 months) or calendar year 2015, a significant majority of PCAP customers who switched to a competitive electric supplier were charged rates that created an obligation for greater costs to be incurred by PCAP than if these customers would have been charged the utility default service price for energy. Aggregated, over this 55 month period of time, across all four Companies, two-thirds (65%) of all PCAP customers who shop have contracted for, and obligated PCAP to assume, rates higher than the price to

⁷ CAUSE-PA St. 1 at 12:7-8.

⁸ CAUSE-PA St. 1 at 13:5-7.

⁹ CAUSE-PA St. 1 at 12:8-10.

¹⁰ CAUSE-PA St. 1 at 12, table 5.

¹¹ CAUSE-PA St. No. 1 at 15:3-5.

¹² CAUSE-PA St. No. 1 at 15:5-7.

¹³ CAUSE-PA St. No. 1 at 19:15-20.

¹⁴ CAUSE-PA St. No 1. at 20:1-7

compare.¹⁵

- The data shows that for the vast majority of months over the 58-month period from June 2013 through March 2018, a majority of PCAP customers paid prices higher than the price to compare.¹⁶ Over the 58 month period from June 2013 through March 2018, as a result of PCAP customer shopping in the manner presently occurring in the FirstEnergy service territories, there has been a net increase in the costs to the PCAP program of \$18,336,440. This averages out to be \$316,146 per month or \$3,793,759 per year.¹⁷
- These increased costs are net of all shopping decisions of PCAP customers and therefore include all those PCAP customers who shopped and paid prices less than the price to compare over this period and all of those who shopped and paid more than the price to compare.¹⁸
- None of this more than \$18.3 million promoted universal service goals under the Choice Act to assist low-income customers to meet their home energy needs.¹⁹

None of this evidence was refuted, rather it formed the evidentiary basis of the ALJ's R.D. and the Commissions' decision that, to stop the harm, CAP customers must be prevented from paying prices higher than the PTC. Order at 58. Allowing EGS rates that are above the PTC at some point after the initial contract would not solve the identified harm, a fact that the Commission appears to have overlooked. Indeed, the more than \$18 million in harm that necessitated the restrictions in the first instance was caused by EGS contracts with CAP customers that exceed the PTC over long periods of time not just at the initiation of the contract.

Within the competitive market, EGS prices are often – though not always – lower than the PTC at the time of the initial contract. This is how customers are enticed to switch. Thus, a mere prohibition on contracting for EGS-supplied generation service at prices higher than the PTC at the start of the contract is unlikely to solve the problem of CAP customers paying more than the PTC. The ALJ recognized this when she determined that the data presented in the record

¹⁵ CAUSE-PA St. No 1, at 24:3-8

¹⁶ Joint Stipulation of CAUSE-PA and the First Energy Companies (“Joint Stipulation # 3), Exhibit A. A copy of Joint Stipulation # 3 was attached to CAUSE-PA's Main Brief as Exhibit A.

¹⁷ Joint Stipulation # 3, ¶ 3.

¹⁸ CAUSE-PA St. No. 1-SR at 9:12-18.

¹⁹ CAUSE-PA St No. 1 at 25.

“demonstrates that – *over a prolonged period of time* – a significant majority of [CAP] customers who switch to a competitive electric supplier are charged rates that exceed the price to compare.” (RD at 67). That is, after reviewing the evidence, ALJ Long recognized that this was a pervasive problem that continued to persist over long periods:

Aggregated, the data shows that over a nearly five-year period (58 months), two-thirds (65%) of all PCAP customers who shop have contracted for, and obligated PCAP to assume, rates higher than the price to compare.

The economic impact of this unrestricted PCAP shopping is significant. From June 2013 through March 2018, the evidence in the record shows the following net harm to PCAP customers and other ratepayers, which factors in both the savings and the costs of those who switched: [\$18,336,440].

This more than \$18.3 million in increased PCAP costs **over a 58-month period (nearly five years)** is a direct result of the Companies’ current practice of allowing PCAP customers to accept any EGS offer regardless of cost. These increased costs effect the affordability of PCAP bills for PCAP customers on a monthly basis – particularly before their PCAP bill subsidy credits are adjusted to catch up to these increased costs or when they already receive the maximum monthly bill credit. In turn, other ratepayers who pay for PCAP also bear cost increases in the aggregate because of the currently permitted unrestricted PCAP shopping. None of the \$18.3 million in additional PCAP costs – which translates into \$3.79 million more per year – are used to promote universal service goals under the Choice Act to assist low-income customers to better meet their home energy needs.

R.D. at 67-68 (footnotes omitted) (emphasis added). Thus, it is clear from the record that the harm associated with shopping at prices above the PTC is an ongoing, prolonged, pervasive problem that will not be remedied simply by a time-limited restriction on the price being less than the PTC at the time of contracting. The Commission appears to have overlooked this fact in its decision to include this possibility in its referral to OCMO.

Additionally, while RESA proposed several alternatives to the price restrictions proposed by CAUSE-PA, the OCA, and I&E, no party – including RESA – proposed the possibility that a price restriction could or should be limited to only at contract initiation.²⁰ As such, there is no

²⁰ See RESA Main Br. at 28 (listing RESA’s proposed alternatives).

record evidence from which the Commission (through OCMO or otherwise) could possibly make a determination that such a restriction, standing alone, would appropriately remedy the unrefuted record of harm. By including within the scope of the referral to OCMO the issue of whether the EGS-contracted price is less than the PTC only at the time of contracting, the Commission risks basing its decision about the scope of necessary protections for CAP customers and other ratepayers on non-record evidence by participants to an off-the-record collaborative. CAUSE-PA is concerned that this process cannot readily or credibly provide the Commission with substantial evidence upon which it can rest a decision about the type of restrictions that are needed to stem ongoing harm and prevent future harm to CAP customers and the ratepayers who pay for CAP that is caused solely by shopping above the price to compare.

Thus, CAUSE-PA respectfully requests that the Commission reconsider its decision to permit consideration of CAP shopping above the price to compare at the November 5, 2018 collaborative meeting, or in any subsequent recommendations prepared by OCMO.²¹

²¹ CAUSE-PA is aware that the Commission has previously imposed CAP shopping restrictions that did not require the EGS price to be below the price to compare during the entire contract. Specifically, in Petition of PPL Electric Utilities Corp. for Approval of a Default Service Program and Procurement Plan for the Period June 1, 2017 through May 31, 2021, Docket No. P-2016-2526627 (Final Order entered Oct. 27, 2016) (“PPL DSP Final Order”) the Commission approved a CAP shopping program that utilized PPL’s standard offer program. This new program, called CAP-SOP requires that CAP customers can only shop through CAP-SOP which requires a 12-month fixed rate contract that is 7% less than the price to compare at the time of contract inception. If the price to compare increases after the contract, the customer is free with switch to another supplier through CAP-SOP, to remain with the EGS, or to return to default service. At the end of the 12-month contract, the CAP customer must either re-enroll in CAP-SOP thereby receiving a 7% discount off the then-applicable PTC or return to default service.

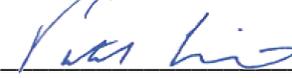
There are critical differences between CAP-SOP and the paradigm contemplated here. Most specifically, the safeguard that CAP customer must enter into a 12-month fixed rate contract and, at the conclusion of that contract, must either be offered a new 12-month fixed rate contract that is below the PTC, or, be returned to default service. While not guaranteeing that prices are always lower than the price to compare, these safeguard put bookends on any such harm occurring over prolonged long periods and ensure that CAP customers are not stuck on variable rate contracts that exceed the PTC.

In the event that the Commission declines to reconsider the scope of this referral, it should clarify that whatever recommendation comes from OCMO must be consistent with the Commission’s findings that CAP customers and other rate payers are harmed by paying prices above the price to compare. Furthermore, in reaching its final order on implementation after the OMCO recommendation, the Commission must ensure that the harm outlined in the record evidence – more than \$18 million in additional costs paid by CAP customers and the ratepayers who pay for CAP

V. CONCLUSION

For the reasons set forth in this Petition for Reconsideration, CAUSE-PA respectfully requests that the Commission reconsider its September 4, 2018 Order with regard to the scope of its referral of FirstEnergy's CAP shopping program to OCMO as described herein.

PENNSYLVANIA UTILITY LAW PROJECT
Counsel for CAUSE-PA



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Date: September 17, 2018

due to paying prices higher than the price to compare – is in fact remedied by the CAP rules that it ultimately implements.

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Petition of Pennsylvania Power Company for Approval of a Default Service Program for the Period Beginning June 1, 2019 through May 31, 2023 P-2017-2637858

Petition of West Penn Power Company for Approval of a Default Service Program for the Period Beginning June 1, 2019 through May 31, 2023 P-2017-2637866

VERIFICATION

I, Patrick M. Cicero, as counsel for the Coalition for Affordable Utility Services and Energy Efficiency (“CAUSE-PA”), on behalf of CAUSE-PA, hereby state that the facts contained in the foregoing pleading are true and correct to the best of my knowledge, information and belief, that I am duly authorized to make this verification, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 10 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Counsel for CAUSE-PA



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September 17, 2018