



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
COMMONWEALTH KEYSTONE BUILDING
400 NORTH STREET, HARRISBURG, PA 17120

BUREAU OF
INVESTIGATION
&
ENFORCEMENT

September 17, 2020

Via Electronic Filing

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

Re: Petition of PPL Electric Utilities Corporation for Approval of Its Default
Service Plan for the Period From June 1, 2021 through May 31, 2025
Docket No. P-2020-3019356
I&E Statement in Support of the Joint Petition for Partial Settlement

Dear Secretary Chiavetta:

Enclosed for electronic filing please find the Bureau of Investigation and
Enforcement's (I&E) **Statement in Support of the Joint Petition for Partial Settlement**
in the above-captioned proceeding.

Consistent with Paragraph 8 of the Commission's March 20, 2020 Emergency
Order at Docket No. M-2020-3019262 (Re: Suspension of Regulatory and Statutory
Deadlines; Modification to Filing and Service Requirements), electronic copies only are
being served on all active parties of record as evidenced in the attached Certificate of
Service. If you have any questions, please contact me at (717) 787-8754.

Respectfully,

A handwritten signature in black ink, appearing to read "Gina L. Miller", is written over the typed name.

Gina L. Miller
Prosecutor
Bureau of Investigation and Enforcement
PA Attorney ID No. 313863
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GLM/jfm
Enclosures

cc: Honorable Elizabeth H. Barnes (*OALJ – PUC Harrisburg, via email only*)
Per Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of PPL Electric Utilities Corporation for :
Approval of Its Default Service Plan for the : Docket No. P-2020-3019356
Period From June 1, 2021 through May 31, 2025 :

**BUREAU OF INVESTIGATION AND ENFORCEMENT
STATEMENT IN SUPPORT OF THE JOINT PETITION FOR
PARTIAL SETTLEMENT OF PPL ELECTRIC UTILITIES
CORPORATION’S PETITION FOR APPROVAL OF A DEFAULT
SERVICE PROGRAM AND PROCUREMENT PLAN FOR THE
PERIOD OF JUNE 1, 2021 THROUGH MAY 31, 2025**

TO ADMINISTRATIVE LAW JUDGE ELIZABETH H. BARNES:

The Bureau of Investigation and Enforcement (“I&E”) of the Pennsylvania Public Utility Commission (“Commission”), by and through its Prosecutor, Gina L. Miller hereby respectfully submits that the terms and conditions of the foregoing Joint Petition for Partial Settlement of PPL Electric Utilities Corporation’s Petition for Approval of A Default Service Program and Procurement Plan for the Period of June 1, 2021 through May 31, 2025 (“Joint Petition” or “Partial Settlement”) are in the public interest and represent a fair, just, reasonable and equitable balance of the interest of PPL Electric Utilities Corporation (“PPL”) and its customers. In support of this position, I&E offers the following enumerated Comments:

I. INTRODUCTION AND BACKGROUND

1. I&E is charged with the representation of the public interest in proceedings relating to rates, rate-related services and proceedings affecting the public interest held before the Commission.¹ Consequently, in all contested proceedings, including those resolved through negotiated settlements, it is incumbent upon I&E to ensure that the public interest is served and to comment on how the amicable resolution of any such proceeding will benefit the public interest. The request for approval of this Joint Petition is based on I&E's conclusion that the Partial Settlement meets all the legal and regulatory standards necessary for approval. "The prime determinant in the consideration of a proposed Settlement is whether or not it is in the public interest."² I&E concludes that the Joint Petition meets this standard.

2. On March 25, 2020, PPL Electric Utilities Corporation ("PPL") filed with the Pennsylvania Public Utility Commission ("Commission") a Petition for Approval of a Default Service Program and Procurement Plan for the Period of June 1, 2021 through May 31, 2025 ("Petition" or "DSP V"). PPL's DSP V included, inter alia, a proposal for competitive procurement of Default Service supply and related Alternative Energy Credits ("AECs") during the DSP V Program Period; an implementation plan; a proposed rate design, including a Time-of-Use ("TOU") rate option for Default Service during the DSP V Program Period; a proposal to modify the Company's current Standard Offer Referral Program ("SOP"); a proposal to require Customer Assistance Program ("CAP")

¹ 66 Pa. C.S. 308.2(a)(11); Docket No. M-2008-2071852, Final Procedural Order entered on August 11, 2011, p. 10.

² *Pennsylvania Public Utility Commission v. Philadelphia Electric Company*, 60 PA PUC 1, 22 (1985).

customers to take Default Service; a proposal to establish an optional Renewable Rate Program; and a contingency plan for the DSP V Program.

3. PPL's DSP V was assigned to the Office of Administrative Law Judge ("OALJ") for the development of an evidentiary record, including a Recommended Decision. The OALJ assigned the proceeding to Administrative Law Judge ("ALJ") Elizabeth H. Barnes for investigation and scheduling of hearings to consider, *inter alia*, whether the DSP V will provide default service that is adequate, reliable, and will result in the least cost to customers over time.³

4. I&E filed its Notice of Appearance on May 6, 2020. On May 8, 2020, a Notice of Appearance, Answers, and Public Statement was filed by the Office of Consumer Advocate and the Office of Small Business Advocate filed a Notice of Intervention and Public Statement. Intervention petitions were submitted by the following entities: the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania, Calpine Retail Holdings, LLC, the Sustainable Energy Fund of Central Eastern Pennsylvania, StateWise Energy Pennsylvania LLC and SFE Energy Pennsylvania, Inc. (collectively, "StateWise"), Interstate Gas Supply, Inc.; Shipley Choice LLC; NRG Energy, Inc.; Vistra Energy Corp.; ENGIE Resources LLC; and Direct Energy Services, LLC (collectively the EGS Parties), Industrial Energy Consumers of Pennsylvania, the PP&L Industrial Customer Alliance, Inspire Energy Holdings, LLC, StateWise Energy Pennsylvania LLC and SFE Energy Pennsylvania, Inc.

³ 66 Pa. C.S. §2807(e).

(collectively, “StateWise”), Inspire Energy Holdings, Starion Energy PA, and Retail Energy Supply Association.⁴

5. A Prehearing Conference was held on May 15, 2020, at which time all interventions were granted. At the Prehearing Conference, a procedural schedule and the procedures applicable to this proceeding were adopted and subsequently memorialized in a Procedural Order issued on May 15, 2020. After the Prehearing Conference, I&E, PPL, and other parties engaged in a substantial amount of discovery and participated in settlement discussions.

6. In accordance with the procedural schedule, the parties exchanged direct, rebuttal, surrebuttal, and rejoinder testimony. I&E served the following statements of testimony and exhibits:

- I&E Statement No. 1, the Direct Testimony of Christopher Keller, who addressed PPL’s proposals for alternative energy credits and the Renewable Energy Rate Program;
- I&E Exhibit No. 1, the Exhibit to accompany the Direct Testimony of Christopher Keller;
- I&E Statement No. 1-SR, the Surrebuttal Testimony of Christopher Keller.

⁴ RESA later requested and received permission to withdraw its Petition to Intervene.

7. On August 13, 2020, a virtual evidentiary hearing was held via the Zoom platform. At the Hearing, the parties moved for the admission of their evidence into the record. I&E entered the above-referenced testimony into the record.⁵

8. After the hearing, PPL, I&E, and other parties continued to engage in settlement negotiations in order to achieve a resolution of issues in this case where possible. Ultimately, in accordance with the Commission’s policy favoring settlements over costly and time consuming litigation,⁶ PPL, I&E, OCA, OSBA, CAUSE-PA, SEF, EGS Parties, Inspire, and Calpine (“Joint Petitioners”),⁷ were successful in achieving a partial settlement by reviewing both discovery and testimony and by engaging in the settlement negotiation process. The Joint Petitioners reached a partial settlement on all issues other than (1) the use of 1 CP versus 5 CP for calculating NSPL; (2) all CAP SOP issues; and (3) all SOP issues except for the use of guidelines and scripts in PPL Electric’s and Hansen’s communications with customers as set forth in the Joint Petition.⁸

9. I&E submits that the proposed Partial Settlement, which resolves all of the issues it raised in this case, is in the public interest and should be approved by the ALJ and the Commission, without modification, for the following reasons:

⁵ Hearing Tr. at 42-43.

⁶ 52 Pa. Code §5.231.

⁷ PPLICA, IECPA, Starion, and Inspire do not oppose the Partial Settlement, but do not join in it as Joint Petitioners.

⁸ Joint Petition, p. 10, ¶29.

II. SETTLEMENT

A. GENERAL (Joint Petition, ¶18-19).

10. The I&E review of PPL's DSP V filing included a full analysis of PPL's default service program and procurement plan. While I&E did not submit written testimony on any facets of the DSP V other than PPL's proposals for alternative energy credit ("AEC") auctions and the Renewable Energy Rate Program, I&E conducted an extensive review of the entire default service program and procurement plan. As represented in PPL's Petition,⁹ I&E notes that PPL's DSP V continues the same basic procurement approach that was approved in its DSP IV. After its review of the DSP V in this case, I&E opines that PPL's DSP V, as modified by this Partial Settlement, includes both prudent steps necessary to negotiate favorable generation supply contracts and prudent steps necessary to obtain least cost generation supply contracts on a long-term, short-term and spot market basis, as required by the Public Utility Code.¹⁰

B. Network Integration Transmission Service ("NITS") Costs (Joint Petition, ¶20)

Paragraph 20 of the Joint Petition memorialized the EGS Parties' commitment to withdraw their proposal for PPL Electric to create a non-bypassable charge to recover NITS costs. Although I&E did not take a position regarding the EGS Parties' proposal, I&E nonetheless supports this term because it is an acceptable resolution for PPL and the EGS Parties, and it was necessary to facilitate this Partial Settlement.

⁹ PPL DSP V Petition, ¶37.

¹⁰ 66 Pa. C.S. § 2807.

C. GSC-1 reconciliation (Joint Petition, ¶21)

This provision of the Joint Petition memorializes PPL’s commitment to reconcile 12 months of over/under collections over a 12-month period consistent with its other Section 1307 surcharges. I&E notes that this term represents a resolution of the both OCA’s recommendation for PPL to amortizing the over/under collection over a 12-month period, rather than the current 6-month period, as initially proposed, and PPL’s resulting position that reconciliation should then also be calculated for a 12- month period rather than a 6-month period.¹¹ Though I&E did not take a position on the reconciliation issue, I&E nonetheless supports this term because, as indicated by PPL, this reconciliation is consistent with other PPL Electric rider mechanisms and is consistent with the GSC-1 Section 1307(e) Reconciliation Statement.¹² In I&E’s view, ensuring that reconciliation is accurate and consistent is in the public interest; accordingly, I&E supports this term.

D. RENEWABLE ENERGY RIDER (Joint Petition, ¶22)

As part of the Partial Settlement, PPL has agreed to withdraw its proposed Renewable Energy Rider without prejudice to future re-filing in a default service docket either as part of a new plan or an amendment to an existing plan. By way of further explanation, as part of its DSP V, PPL proposed to create a Renewable Energy Rate Program (“Program”) in order to provide a renewable energy rate option to default service customers other than its OnTrack customers and net metering customers. In order to participate, PPL planned to require that eligible customer must affirmatively opt-in to

¹¹ PL St. No. 6-R, p. 8.

¹² Id.

the Program. The costs associated with the Program would be recovered through an adder to the Price-to-Compare in order to recover the related costs and for the alternative energy credits needed for all participating customers.¹³

I&E supports the withdrawal of the Renewable Energy Rider because, as I&E witness Christopher Keller explained in his testimony, I&E was only able to avoid opposing the Renewable Energy Rate Program if it was implemented only on a pilot-basis. I&E's recommendation for pilot-only implementation was predicated upon concerns about the overall interest of both customers and suppliers that would participate in the Program in light of the fact that PPL admitted that it had no forecast of customers who will opt into the Program.¹⁴

Specifically, witness Keller pointed out that without knowing the level of interest in such a program, PPL cannot adequately determine if implementing the Program is worth pursuing, especially considering the \$550,000 cost to upgrade its billing and IT infrastructure to offer the Program to customers,¹⁵ in addition to any potential costs associated with advertising the Program.¹⁶ Additionally, I&E witness Keller identified concerns about how potential over and under-collections as well as other program costs from the Program would be recovered if the program is cancelled due to a lack of participating suppliers or customers, especially in light of the fact that PPL proposed to recover costs through the GSC-1 over/under collection which consists of default service

¹³ PPL Statement No. 1, pp. 72-73.

¹⁴ I&E St. No. 1, p. 7; I&E Exhibit No. 1, Sch. 1.

¹⁵ I&E Ex. No. 1, Sch. 2.

¹⁶ I&E St. No. 1, pp. 7-8; I&E Ex. No. 1, Sch. 3.

customers from the residential and small C&I customer classes.¹⁷

Because of the identified concerns, I&E recommended that PPL's Program only be permitted to move forward on a pilot basis in order to allow for an opportunity to measure and consider the impact, effectiveness, and possible need for adjustments before the Program continued further.¹⁸ I&E notes that other parties to this case opposed the Program for various reasons and some did not support it moving forward on any basis. In order to facilitate this Partial Settlement, PPL agreed to withdraw the Renewable Energy Rate Rider; however, it did so without prejudice so that it could preserve the opportunity to propose it again in a future DSP proceeding. I&E supports this outcome because I&E believes that it may, in the interim, provide PPL with an opportunity to address the concerns parties raised regarding the Program and to gauge the level of customer interest before moving forward with implementation; therefore, it is in the public interest.

**E. ALTERNATIVE ENERGY CREDIT ("AEC") AUCTION
(Joint Petition, ¶¶23-24)**

As part of its DSP V, PPL proposed to procure alternative AECs for all default customer loads through separate AEC-only contracts. Under PPL's proposal, AEC auctions would be held twice a year, in July and January and will be procured for all default service supply instead of by customer class. Additionally, there would be a forecast and reconciliation process whereby PPL would forecast the AECs needed for the periods June to November for the July auction and December to May for the January auction based on

¹⁷ I&E St. No. 1, p. 8; PPL St. No. 1, p. 76).

¹⁸ I&E St. No. 1, pp. 8-9.

forecasted default customer service customer usage. Reconciliation would occur at the January auction for the preceding June through November and in July for the preceding June through May.¹⁹

PPL's rationale for its AEC proposal was threefold: (1) PPL has procured AECs through separate auctions in prior DSPs as has have other utilities in Pennsylvania and other states; (2) the separate AEC-only auctions increase competition and allow PPL to achieve the least cost products for its customers as they allow AECs to be auctioned separately from wholesale contracts and they allow the use of new contract terms for AEC procurement to improve supplier participation; and (3) PPL will be able to adjust the required AECs through the forecast and reconciliation process.²⁰

Although I&E did not oppose 's proposal, I&E witness Keller recommended that the AEC-only contracts be done on a pilot basis until PPL's next DSP proceeding to measure the effectiveness of AEC-only contracts. In order to assist in evaluating the effectiveness of the AEC-only contracts, witness Keller also recommended that PPL be required to provide the cost of AECs as a component of its fixed-price and spot-market default service supply contracts as well as on an AEC-only contract basis in its next DSP proceeding. Witness Keller expressed concern about PPL's ability to adequately forecast the AECs needed to avoid large over or under procurements of AECs. However, witness Keller opined that by implementing its AEC-only contracts proposal on a pilot basis, PPL, other parties, and the Commission would be able to review the extent of any cost

¹⁹ PPL St. No. 1, pp. 30-32.

²⁰ PPL St. No. 1, pp. 37-40.

savings as well as the accuracy of PPL's forecasting. Accordingly, the Commission will be able to gauge the potential benefits and detriments that have resulted from this AEC-only contract proposal to inform whether it is appropriate to continue it beyond the initial pilot term.²¹

By way of the Partial Settlement, I&E has reached a compromise with PPL whereby PPL will implement its AEC auction proposal on a pilot basis, as I&E recommended. Consistent with I&E's position, the public interest is served through pilot-only implementation because PPL will be able to pursue its goal of using AEC-only auctions to increase competition and allow PPL to achieve the least cost products for its customers, which would certainly benefit customers if it materializes.

At the same time, as I&E witness Keller noted, pilot-only implementation will protect customers by ensuring that the AEC-only auctions do not move forward on a permanent basis before essential information regarding the extent of any cost savings, as well as the accuracy of PPL's forecasting, is available to interested parties and the Commission. Furthermore, as an additional benefit of the Partial Settlement, PPL has committed to providing a summary report on each AEC Auction conducted throughout DSP V in its next DSP filing. This report will include forecast and actual AECs procured by customer group and Tier type; average pricing information by Tier type, customer group by period; number of customers by customer group; and reconciliation details by customer group. I&E avers that PPL's reporting commitment will be a valuable tool in

²¹ I&E St. No. 1, pp. 3-5.

that it will provide metrics that interested parties and the Commission can use to gauge the cost-effectiveness and forecasting accuracy of PPL's AEC contracts. Accordingly, I&E submits that this resolution permits PPL to move forward with its proposal, which could benefit customers, in a manner that also protects customers from yet-to-be determined costs and an uncertain risk of inaccuracy; accordingly, it is in the public interest.

Finally, I&E notes that while PPL has agreed to implement its AEC contract proposal on a pilot basis contingent on it being permitted full recovery of all costs of the program through the GSC-1 rate. However, PPL also acknowledges that full-cost recovery in the GSC-1 rate will be subject to the determination that the costs are prudent and reasonable in the filing(s) in which PPL proposes recovery. I&E avers that permitting PPL to recover the costs through GSC-1, but only if they are prudent and reasonable, will ensure that PPL is able to pursue its innovative AEC contract proposal, to the potential benefit of default service customers from whom recovery will be sought through GSC-1. At the same time, PPL must ensure that the costs it incurs to implement the AEC contract proposal are reasonable and prudent, or it risks having to absorb those costs; therefore, PPL will be motivated to ensure that its costs are well-supported and appropriate to warrant recovery. I&E submits that this outcome is also in the public interest.

F. STANDARD OFFER PROGRAM ("SOP") (Joint Petition at ¶25-26)

Paragraphs 25 and 26 of the Joint Petition outlines PPL's commitment to work with OCA, OSBA, and other interested parties in revising the SOP guidelines used by

customer service representatives and SOP scripts used by Hansen employees²². PPL has also agreed that to increase its monitoring of Hansen employees to ensure that the complete conversation between those employees and customers accurately reflects the SOP contract terms and required disclosures. Finally, PPL has agreed to take any necessary actions, including, but not limited to, additional training of Hansen employees, or terminating the Company's contract with Hansen, if warranted.

Although I&E did not take a position on the SOP-related issues in this case, I&E notes that OCA witness Alexander raised important concerns regarding the accuracy and clarity of information contained in the SOP scripts, as well as with concerns with Hansen's practices.²³ While I&E did not offer testimony on these issues, I&E avers that ensuring that PPL's customers are accurately informed about the opportunity to participate in the SOP is in the public interest. Furthermore, I&E hopes that PPL's commitment to revisit its SOP scripts and to involve interested parties will lead to the development of scripts that provide more explicit disclosures to customers. It is in the public interest to ensure that customers have the information necessary to make more informed decisions about participation in the SOP. Finally, I&E supports PPL's commitment to continued oversight of its third-party vendor, Hansen. I&E asserts that PPL has an obligation to ensure that Hansen performs in a manner that enables ratepayers to make informed decisions about SOP participation, because the public interest requires that customers fully understand the terms and costs of PPL's SOP before agreeing to participate.

²² Hansen is PPL's third-party vendor that assists in administering the SOP.

²³ OCA St. No. 2.

G. TOU ANALYSIS (Joint Petition, ¶¶27-28)

Through the Joint Petition, PPL has agreed to perform additional analysis and reporting on the TOU program in its next DSP proceeding. The analysis that it has committed to provide will include evaluation of the PPL Electric Residual Aggregation Point Locational Margin Prices (LMP) for the preceding two calendar years, and residential and small commercial and industrial customer load, by hour, for the preceding two calendar years. The analysis will focus on evaluating the appropriate on-peak hours for the next DSP TOU program.

In order to inform customers about TOU options, PPL has also agreed to include the following information on its website regarding its time of use rate: (1) Time of Use rates may not be appropriate for customers that cannot change the time of day that they rely on electricity, such as those with medical devices that require electricity or customers who are home during peak hours; and (2) If you are a low income customer, other programs and rate assistance may be available to help you to afford your bill. Contact PPL at [add phone number] for more information and to apply. Additionally, PPL has committed to evaluating the impacts of the Company's TOU rates on confirmed low-income customers as part of the annual report required by Act 129 of 2008.

Though I&E did not take a position on PPL's TOU rate option in this case, I&E does support the TOU provisions in the Joint Petition for several reasons. First, PPL's commitment to perform an analysis of its TOU programming in its next DSP case will help parties and the Commission better analyze the costs and benefits of PPL's programming moving forward. I&E supports this term because it is necessary to ensure that the costs and

benefits of PPL's TOU programming are gauged and reported in time to ensure that the results can inform future decision making. Additionally, PPL has also committed to greater transparency by agreeing to inform customers, via its website, that TOU programming may not be an ideal option for customers who cannot change the time of day that they rely upon electricity. I&E supports this term as necessary to ensure that PPL's customers are empowered to make informed decision in whether to participate in TOU programming. Finally, I&E supports PPL's commitment to evaluate the impacts of the TOU rates on confirmed low-income customers, which I&E believes is a necessary step towards ensuring that all PPL customers have access to affordable service and that access is not compromised by TOU rates.

III. CONCLUSION

11. The Joint Petitioners are, apparently, in agreement that PPL's purchasing plan, as modified by the Joint Petition, provides reasonable protections for ratepayers and enables PPL to adhere to the regulatory requirements in acquiring supplies for its customers.

12. I&E avers that, outside of the litigated issues in this proceeding, all other issues have been satisfactorily resolved through discovery and discussions with PPL and are incorporated in the settlement. Line by line identification of the ultimate resolution of every averment is not necessary, as I&E represents that the Partial Settlement maintains the proper balance of the interests of all parties. I&E is satisfied that no further action is necessary and considers its investigation of this filing complete.

13. Based upon I&E's analysis of the filing, acceptance of this proposed Partial Settlement is in the public interest because the provisions adequately protect the interests of all affected parties, including the signatories to this Joint Petition.

WHEREFORE, the Commission's Bureau of Investigation and Enforcement represents that it supports the *Joint Petition For Partial Settlement of PPL Electric Utilities Corporation's Petition for Approval of A Default Service Program and Procurement Plan for the Period of June 1, 2021 through May 31, 2025* as being in the public interest and respectfully requests that Administrative Law Judge Elizabeth H. Barnes recommend, and the Commission subsequently approve, the foregoing Partial Settlement, including all terms and conditions contained therein, without modification.

Respectfully submitted,



Gina L. Miller
Prosecutor
PA Attorney ID No.313863

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Dated September 17, 2020

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of PPL Electric Utilities Corporation :
for Approval of Its Default Service Plan for : Docket No. P-2020-3019356
the Period From June 1, 2021 through May :
31, 2025 :

CERTIFICATE OF SERVICE

I hereby certify that I am serving the foregoing **I&E Statement in Support of the Joint Petition for Partial Settlement** dated September 17, 2020 in the manner and upon the persons listed below:

Served via Electronic Mail Only

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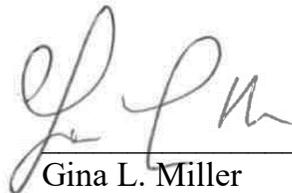
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