COMMONWEALTH OF PENNSYLVANIA

OFFICE OF CONSUMER ADVOCATE
555 Walnut Street, 5th Floor, Forum Place
Harrisburg, Pennsylvania 17101-1923
(717) 783-5048
800-684-6560

@pa_oca
/pennoca

FAX (717) 783-7152
consumer@paoca.org

June 25, 2020

Via Electronic Mail Only
The Honorable Elizabeth H. Barnes
Office of Administrative Law Judge
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

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

Dear Judge Barnes:

Enclosed please find a copy of the Direct Testimony being submitted on behalf of the Office of Consumer Advocate in the above-referenced proceeding, as follows:

Direct Testimony of Steven L. Estomin, OCA Statement 1
Direct Testimony of Barbara R. Alexander, OCA Statement 2

Copies have been served on the parties as indicated on the enclosed Certificate of Service.

Respectfully submitted,

/s/ David T. Evrard
David T. Evrard
Assistant Consumer Advocate
PA Attorney I.D. # 33870
E-Mail: DEvrard@paoca.org

Enclosures:
cc: PUC Secretary Rosemary Chiavetta, (Letter and Certificate of Service only)
Certificate of Service
*290848

CERTIFICATE OF SERVICE

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

I hereby certify that I have this day served a true copy of the following documents, the Office of Consumer Advocate's Direct Testimony as follows:

Direct Testimony of Steven L. Estomin, OCA Statement 1

Direct Testimony of Barbara R. Alexander, OCA Statement 2

upon parties of record in this proceeding in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant), in the manner and upon the persons listed below:

Dated this 25th day of June 2020.

SERVICE BY E-MAIL ONLY

Gina L. Miller, Esquire
Bureau of Investigation & Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Steven C. Gray, Esquire
Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101-1923

Kimberly A. Klock, Esquire
Michael J. Shafer, Esquire
PPL Services Corporation
2 North 9th Street
Allentown, PA 18101

Michael W. Hassell, Esquire
Lindsay A. Berkstresser, Esquire
Post & Schell, P.C.
17 North Second Street, 12th Floor
Harrisburg, PA 17101-1601

Elizabeth R. Marx, Esquire
John W. Sweet, Esquire
Ria M. Pereira, Esquire
Pennsylvania Utility Law Project
118 Locust Street
Harrisburg, PA 17101

Deanne M. O'Dell, Esquire
Kristine E. Marsilio, Esquire
Eckert Seamans Cherin & Mellott, LLC
213 Market Street, 8th Floor
P.O. Box 1248
Harrisburg, PA 17101

Kenneth L. Mickens, Esquire
The Sustainable Energy Fund
316 Yorkshire Drive
Harrisburg, PA 17111

Todd S. Stewart, Esquire
Hawke McKeon & Sniscak LLP
100 North Tenth Street
Harrisburg, PA 17101

Derrick Price Williamson, Esquire
Barry A. Naum, Esquire
Spilman Thomas & Battle, PLLC
1100 Bent Creek Boulevard, Suite 101
Mechanicsburg, PA 17050

John F. Lushis, Jr., Esquire
Norris McLaughlin, P.A.
515 W. Hamilton Street
Suite 502
Allentown, PA 1810

Gregory L. Peterson, Esquire
StateWise Energy PA LLC
201 West Third Street
Suite 205
Jamestown, NY 14701-4907

Pamela C. Polacek, Esquire
Adeolu A. Bakare, Esquire
Jo-Anne S. Thompson, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

Lauren M. Burge, Esquire
Eckert Seamans Cherin & Mellott, LLC
600 Grant Street
44th Floor
Pittsburgh, PA 15219

Charles E. Thomas, III, Esquire
Thomas, Niesen & Thomas
212 Locust Street, Suite 600
Harrisburg, PA 17101

James Laskey, Esquire
Norris McLaughlin, P.A.
400 Crossing Blvd.
8th Floor
Bridgewater, NJ 08807

/s/ David T. Evrard

David T. Evrard
Assistant Consumer Advocate
PA Attorney I.D. # 33870
E-Mail: DEvrard@paoca.org

Aron J. Beatty
Senior Assistant Consumer Advocate
PA Attorney I.D. # 86625
E-Mail: ABeatty@paoca.org

Counsel for:
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
Phone: (717) 783-5048
Fax: (717) 783-7152

Dated: June 25, 2020
*290853

OCA STATEMENT NO. 1

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

PETITION OF PPL ELECTRIC UTILITIES CORPORATION FOR APPROVAL OF DEFAULT SERVICE PROGRAM	**))))**	**DOCKET NO. P-2020-3019356**

DIRECT TESTIMONY

OF

STEVEN L. ESTOMIN

ON BEHALF OF THE

PENNSYLVANIA OFFICE OF CONSUMER ADVOCATE

JUNE 25, 2020

EXETER
ASSOCIATES, INC.
10480 Little Patuxent Parkway, Suite 300
Columbia, Maryland 21044

TABLE OF CONTENTS

I. QUALIFICATIONS

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Steven L. Estomin. I am an independent economics consultant. My office is located at 5821 Beaurivage Avenue, Sarasota, Florida 34243.

Q. PLEASE STATE YOUR EDUCATIONAL BACKGROUND.

A. I hold B.A., M.A., and Ph.D. degrees in economics from the University of Maryland. My areas of academic concentration include industrial organization, environmental economics, and econometrics.

Q. WHAT IS YOUR PROFESSIONAL BACKGROUND?

A. I have been employed in the area of energy, utility, and telecommunications consulting for the past 38 years working on a wide range of issues. Most of my work has focused on electric utility integrated planning, load forecasting, environmental issues, power supply procurement, and renewable energy issues. I joined Exeter Associates, Inc. ("Exeter"), an economics consulting firm specializing in the economics of regulated industry, in 1981 and stayed with Exeter through 2018. At that time, I was a Senior Economist, Principal, and Vice President in the firm. Since January 2019, I have operated as an independent economics consultant. In recent years, the focus of much of my professional work has been in the areas of electric power supply procurement, renewable energy project analysis, and market analysis related to electric energy, capacity, and renewable energy.

Prior to entering consulting, I served on the Economics Department faculty at the University of Maryland (College Park) and worked at the U.S. Department of Labor.

A complete description of my professional background is provided in Appendix A.

Q. HAVE YOU PREVIOUSLY TESTIFIED AS AN EXPERT WITNESS BEFORE UTILITY REGULATORY COMMISSIONS?

A. Yes, I have provided expert witness testimony in more than 50 regulatory proceedings. I have testified before the utility commissions in Ohio, Maine, Maryland, Vermont, New Mexico, New Jersey, Illinois, Rhode Island, Kentucky, and the District of Columbia on issues related to load forecasting, weather normalization, production planning, statistical analysis, electric utility industry restructuring, default service supply procurement, and other issues. I have also testified in U.S. District Court and before the Federal Energy Regulatory Commission ("FERC") on issues related to statistical estimation.

Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THIS COMMISSION?

A. Yes. I testified in Docket Nos. P-2012-2301664, P-2014-2418242, and P-2016-2543140 (Duquesne Light Company) in 2012, 2014, and 2016, respectively; Docket Nos. P-2008-2022931, P-2009-2135496, and G-2009-2135510 (UGI Utilities) in 2008, 2009, and 2010, respectively; Docket Nos. P-2009-2094494 and P-2020-3019290 (PECO Electric Company) in 2009 and 2020, respectively; Docket No. P-0072305 (Pennsylvania Power Company) in 2007; Docket Nos. P-0062227 and M-2016-2578051 (PPL Electric Utilities Corporation) in 2006 and 2017, respectively; and Docket No. P-00051288 (Pennsylvania Power Company) in 2005. I have also testified in Docket Nos. P-2013-2391368, P-2013-2391372, P-2013-2391375, and P-2013-2391378 (collectively, the Pennsylvania FirstEnergy Companies) in 2013. The above-noted testimonies were presented on behalf of the Pennsylvania Office of Consumer Advocate ("OCA") regarding proposed default service plans and certain related issues. Additionally, I have testified on behalf of the OCA and the Office of Attorney General, Bureau of Consumer Protection ("OAG") in 2014 in Docket Nos.

C-2014-2427655 (*Commonwealth of Pennsylvania, et al. v. Blue Pilot Energy, LLC*); C-2014-2427647 (*Commonwealth of Pennsylvania, et al. v. IDT Energy, Inc.*); and C-2014-2438640 (*Commonwealth of Pennsylvania, et al. v. Respond Power, LLC*). A listing of these cases is provided in Appendix A, accompanying my testimony.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?

A. My testimony addresses certain elements of PPL Electric Utilities Corporation's ("PPL's" or the "Company's") proposed Default Service Program V ("DSP V"). The specific issues addressed include the procurement of wholesale Default Service supply products; the elements of PPL's proposed residential Default Service supply portfolio; the Company's proposed voluntary time-of-use ("TOU") program; the Company's proposed renewable energy rate program; PPL's plan for compliance with the Alternative Energy Portfolio Standards Act ("AEPS Act"); and the reconciliation adjustment proposed by PPL. Issues related to consumer protection are addressed by OCA witness Barbara Alexander.

Q. ARE YOU ADDRESSING ANY IMPLEMENTATION OR POLICY ISSUES ASSOCIATED SPECIFICALLY WITH DEFAULT SERVICE FOR COMMERCIAL OR INDUSTRIAL CUSTOMERS?

A. No. My testimony addresses issues related principally to the residential class.

II. SUMMARY AND RECOMMENDATIONS

A. Overview of the PPL Petition

Q. WHAT IS PPL REQUESTING IN THIS CASE?

A. PPL Electric Utilities Corp., a subsidiary of PPL Corp., provides regulated electric delivery service to approximately 1.4 million customers in 29 counties in central and eastern Pennsylvania.[1] On March 25, 2020, PPL filed a petition for a Default Service Program and Procurement Plan that covers the period from June 1, 2021 through May 31, 2025. PPL's filing includes supporting testimony and exhibits, including draft Requests for Proposals ("RFPs") for power supply and Alternative Energy Credits ("AECs"), its proposed revised tariffs, and other related documents.

I have been asked by the OCA to review the proposed plan as it pertains to the Company's residential customers and to develop recommendations that would provide improvements if those recommendations are adopted by the Pennsylvania Public Utility Commission ("Commission").

Q. WHAT ARE THE MAJOR FEATURES OF PPL'S PETITION AS IT AFFECTS RESIDENTIAL CUSTOMERS?

A. The major areas of the proposed Default Service Plan that affect PPL's residential customers are: (1) the structure of the wholesale supply portfolio for Default Service; (2) the Company's proposed method of meeting the requirements of the AEPS Act; (3) the Company's voluntary TOU program that is available to residential Default Service customers; (4) PPL's proposed Renewable Energy Rate Program; and (5) the Company's proposed reconciliation of DSP V revenues and costs.

For wholesale supply, the residential Default Service load is proposed to be supplied from three sources: 6-month fixed-price full-requirements contracts

[1] http://pplelectric.com/utility,about-us/about-ppl-electric-utilities.aspx.

("FRCs"); 12-month FRCs; and two 5-year, 50-MW block energy products. For the portion of load in excess of the two 50-MW block energy products,[2] the 6-month FRCs represent 20 percent of the supply and the 12-month FRCs represent 80 percent of the supply. All of the contracts that will be used to meet the residential Default Service load will be procured approximately two months prior to the start of deliveries.[3] Each residential tranche represents 2.5 percent of the residential Default Service load in excess of the two 50-MW block energy products, which means that if the Default Service load shrinks or increases (e.g., shrinks due to customers migrating to competitive retail supply or increases due to customers returning to Default Service), the size of the tranches measured in kilowatt-hours ("kWh") would correspondingly change in size. Thus, the wholesale suppliers face the "volumetric risk" of an uncertain load obligation.

The FRCs would be procured through an RFP process, which is consistent with the procurement approach taken in DSP IV. Procurements would be conducted every six months and would be held approximately two months prior to the commencement of deliveries.

With respect to meeting the requirements of the AEPS Act, the Company proposes to procure those requirements itself rather than have the wholesale suppliers procure the requisite AECs. The AECs would be procured two times per year using an RFP approach that is generally similar to what is used to procure FRCs.

The Company is proposing to continue offering a voluntary TOU rate to residential and small commercial Default Service customers, which includes peak and

[2] The two 50-MW block energy products, which are for "24-by-7" energy deliveries to PPL, represent approximately ten percent of the residential Default Service load. Direct Testimony of A. Joseph Cavicchi, PPL Electric Utilities Company, Statement No. 2, p. 24, lines18 through 20.

[3] Direct Testimony of A. Joseph Cavicchi, PPL Electric Utilities Company, Statement No. 2, p. 15, lines 8 through 9.

off-peak prices which vary seasonally. Under DSP IV, the Company attempted to procure the TOU Default Service power supply separately from the non-TOU residential Default Service power supply. Under DSP V, PPL is proposing to procure the residential TOU Default Service power supply as part of the overall residential Default Service power supply and formulaically establish the seasonal on-peak and off-peak rates. This approach is consistent with the DSP IV TOU contingency plan, which PPL needed to rely on due to a lack of market interest in the residential TOU Default Service power supply RFPs.

PPL is proposing to implement a Renewable Energy Rate Program, which will provide residential Default Service customers with the option of receiving a Default Service product with AECs covering 100 percent of the energy supplied under the rate option rather than the 18 percent required to be covered under the AEPS Act during the period that DSP V would be in effect. The additional 82 percent coverage will be provided using Pennsylvania-eligible Tier I AECs.

PPL proposes to continue its practice of using six-month reconciliation charges to true-up residential Default Service costs and revenues, which are amortized over a subsequent six-month period.

B. Review of Findings and Recommendations

Q. WHAT ARE THE SPECIFIC TOPICS THAT YOU ADDRESS IN YOUR DIRECT TESTIMONY?

A. My testimony addresses: (1) PPL's proposed residential Default Service portfolio and recommends certain modifications that better meet the needs of residential customers; (2) PPL's proposal to procure AECs to meet the requirements of the AEPS Act; (3) the Company's proposed voluntary residential TOU program; (4) PPL's proposed

Renewable Energy Rate Program; and (5) PPL's proposed method of reconciling Default Service costs and revenues.

Q. WHAT ARE YOUR PRINCIPAL CONCERNS WITH RESPECT TO PPL'S PROPOSED DEFAULT SERVICE PLAN?

A. My principal concerns include the following: (1) the residential Default Service power supply portfolio is overly weighted with shorter term FRCs; (2) PPL's proposed reconciliation method can be modified to result in greater rate stability and potentially smaller reconciliation factors for residential Default Service customers; and (3) the AECs that PPL intends to use under its proposed Renewable Energy Rate Program do not necessarily represent renewable technologies or fuels.

Q. WHAT ARE YOUR RECOMMENDED MODIFICATIONS TO THE FILED PLAN?

A. My principal recommendations are that: (1) the portion of residential Default Service power supply made up of 6-month FRCs be replaced with 24-month FRCs; (2) the reconciliation amounts calculated for each six-month period be amortized over twelve months rather than the six months proposed by the Company; and (3) the AECs used to support PPL's proposed Renewable Energy Rate Program be restricted to Pennsylvania-eligible Tier I AECs representing renewable technologies and fuels, or in the alternative, the program be renamed to appropriately reflect the nature of the AECs being used.

C. Testimony Organization

Q. HOW IS THE REMAINDER OF YOUR TESTIMONY ORGANIZED?

A. Section III of my testimony addresses the residential Default Service supply portfolio and the basis for my position that PPL's proposed portfolio be modified. Also addressed in that section is the Company's proposal to meet the AEPS Act requirements of residential Default Service through the Company's separate competitive procurements of AECs. Section IV addresses the Company's voluntary residential TOU program, the method proposed to procure the residential TOU power supply, and the method to be used to establish the TOU prices. Section V addresses PPL's proposed Renewable Energy Rate Program. Section VI addresses the Company's proposed reconciliation mechanism.

III. DEFAULT SERVICE SUPPLY PORTFOLIO

A. Background on PPL's Proposal

Q. ARE THERE PENNSYLVANIA STATUTES THAT GOVERN AN ELECTRIC DISTRIBUTION COMPANY'S ("EDC'S") PROVISION OF DEFAULT SERVICE?

A. Yes. The provision of Default Service is required under Pennsylvania's Electricity Generation Customer Choice and Competition Act, which was amended by Act 129 in 2008. Act 129 requires that the default generation supply for residential customers reflect a prudent mix of spot, short- and long-term supply resources to ensure adequate and reliable service to customers at least cost over time. Default service also must comply with the AEPS Act. PPL states that its filed plan complies with these requirements.[4]

Q. HOW DOES PPL PROPOSE TO PROVIDE DEFAULT SERVICE TO RESIDENTIAL CUSTOMERS DURING THE PLAN PERIOD, JUNE 1, 2021 TO MAY 31, 2025?

A. PPL will use a competitive RFP process to acquire a series of FRCs to provide generation service for approximately 90 percent of the residential Default Service

[4] Direct Testimony of James M. Rouland, PPL Electric Utilities Company, Statement No. 1, p. 48, line 15 through p. 49, line 12.

load. The remaining approximately 10 percent of the load is proposed to be supplied under two, five-year contracts, each for a 50-MW block of power. The FRCs will have terms of either 6 or 12 months and would cover the 4-year Default Service Plan period with some overlap into the subsequent planning period. Similarly, the two five-year block energy contracts would extend into the following DSP period, that is, extend beyond May 31, 2025. The power supply contracts would be procured using a sealed bid/RFP approach, consistent with the approach used by PPL under DSP IV. The FRC procurements are proposed to be conducted every six months so that the 12-month FRCs are laddered, that is, half of the 12-month FRCs will be procured in the first semi-annual auction each year and half will be procured in the following semi-annual auction. In each semi-annual auction, all of the six-month FRCs would be procured. The 12-month FRCs represent 80 percent of the power supply in excess of the 100 MW block energy contracts and the 6-month FRCs represent the other 20 percent. Therefore, 60 percent of the power supply procured using FRCs would be procured every six months – half of the 12-month FRCs and all of the 6-month FRCs.

Under the Company's proposal, the FRC portion of the residential Default Service power supply would be provided by wholesale suppliers that would bid to supply load "tranches," with each tranche representing 2.5 percent of the residential Default Service load in excess of the two block energy contracts.[5]

Each winning bid price for the FRCs, specified in dollars per mega-watt hour ("MWh"), is fixed for the duration of the contract term (either six or 12 months) and includes all generation products (with a few exceptions) required to serve load (e.g., capacity, energy, and ancillary services). PPL, however, would supply the AECs

[5] The Company is proposing a total of 40 FRCs – thirty-two 12-month FRCs and eight 6-month FRCs. Each FRC would represent 2.5 percent of the load above the load that is met through the two 50-MW block contracts.

required under the AEPS Act, that is, the wholesale suppliers would be relieved of the responsibility to provide the requisite number (and category) of AECs specified by the AEPS Act. This approach to meeting the requirements of the AEPS Act differs from the approach used by PPL in DSP IV, under which the residential Default Service wholesale suppliers were required to meet the AEC obligations.

Q. PLEASE EXPLAIN THE TRANCHE STRUCTURE.

A. PPL has identified a total of 40 tranches of residential Default Service load. Each tranche is a "slice" of load above the load met by the 100 MW of block energy products. This means that each tranche incorporates the same residential load "shape," i.e., the hourly residential Default Service load profile in excess of the block product over the course of the year. Alternatively stated, each tranche represents 2.5 percent of the non-block load in each hour.

Q. PPL'S PROCUREMENT SCHEDULE IS BASED ON A FOUR-YEAR DEFAULT SERVICE PLAN PERIOD. DO YOU AGREE WITH THE COMPANY'S PROPOSAL TO RETAIN THE FOUR-YEAR PLAN PERIOD?

A. Yes. The four-year DSP period reduces administrative costs relative to the shorter Default Service plan periods that have been relied on historically and is consistent with the Default Service planning periods for other EDCs in Pennsylvania.

Q. DO YOU OBJECT TO THE USE OF THE SEALED BID/RFP APPROACH PROPOSED BY PPL OVER POSSIBLE ALTERNATIVE APPROACHES TO PROCURE PPL'S RESIDENTIAL WHOLESALE POWER SUPPLY?

A. No. The RFP approach proposed by PPL has been successfully relied on by the Company in the past, PPL is comfortable with this procurement method, and the RFP approach has the advantage of being less administratively costly than many alternative methods, such as the on-line, descending-price auction approach. Additionally, I have not seen any persuasive evidence that alternatives to the RFP approach produce more favorable bid results.

Q. PLEASE EXPLAIN PPL'S PROPOSAL TO PROCURE AECs TO MEET THE REQUIREMENTS OF THE AEPS ACT SEPARATELY FROM THE POWER SUPPLY.

A. Under DSP IV, the AECs needed to meet the requirements of the AEPS Act for residential Default Service loads were provided by the wholesale power suppliers and the costs of meeting those requirements were included in the competitive bids of those wholesale suppliers. Under DSP V, PPL is proposing to relieve the wholesale power suppliers of the obligation to meet the AEPS Act requirements and to separately procure the needed AECs (solar Tier I, non-solar Tier I, and Tier II AECs) through a competitive RFP process similar to the process used for the procurement of the Default Service power supply. AECs will be procured by the Company two times per year (July and January) based on projections of AEC requirements. Unlike the procurements for power supply, the contracts for AECs will not be load-following but rather would specify a set number (and type and vintage) of AECs that would be transferred to PPL shortly following the selection of the winning bidders. Any reconciliation between the number/type of AECs procured and the ultimate number/type of AECs needed would be resolved through the following AEC procurement.

B. Concerns with PPL's Residential Default Service Portfolio

Q. WHAT ARE YOUR CONCERNS WITH PPL'S PROPOSED RESIDENTIAL SUPPLY PORTFOLIO?

A. My principal concern is that over 50 percent of the residential Default Service power supply portfolio turns over (and is repriced) every six months and approximately 90 percent of the portfolio is replaced and repriced each year. This portfolio entails a greater degree of potential price instability than is the case with other residential Default Service portfolios in Pennsylvania as well as those in other states.[6] A major goal of Default Service power supply portfolios in Pennsylvania is to balance rate stability, which is important to residential Default Service customers, with market responsiveness, which allows Electric Generation Suppliers ("EGSs") to effectively compete for Default Service and thus provide a basis for residential customers to have a meaningful alternative to Default Service. Market responsiveness also provides residential Default Service customers with more appropriate price signals to facilitate greater efficiency in the use of electricity. Having more than half of the portfolio reprice every six months and approximately 90 percent of the portfolio reprice annually, however, overemphasizes market responsiveness and underemphasizes price stability.

Q. YOU NOTE ABOVE THAT THE GREATER DEGREE OF PRICE INSTABILITY IS POTENTIAL RATHER THAN ASSURED. PLEASE EXPLAIN.

A. If market prices remain unchanged, or change very little, over a prolonged period of time, then regardless of the frequency with which the Default Service supply portfolio is repriced, prices will remain reasonably stable (while at the same time fully

[6] For example, PECO Energy Company, Pennsylvania's largest electric utility, meets its residential Default Service obligation predominantly using FRCs, with approximately 60 percent of residential Default Service load being met with 24-month FRCs and approximately 40 percent of the load being met with 12-month FRCs. Baltimore Gas and Electric Company, Maryland's largest electric utility, meets its residential obligation for Standard Offer Service, the equivalent of Default Service, exclusively through 24-month FRCs, with one quarter of the supply being re-bid every six months.

reflecting market conditions). Consequently, it is only with stable market prices that rate instability resulting from the Company's proposed portfolio is not a concern.

Q. DOES THE COMPANY'S PROPOSED USE OF FIVE-YEAR CONTRACTS FOR TWO 50-MW BLOCK ENERGY PRODUCTS RESOLVE THE CONCERN OVER EXCESSIVE RELIANCE ON RELATIVELY SHORT-TERM CONTRACTS?

A. In part. The two 50-MW block energy products account for approximately ten percent of the residential Default Service load. Even with the inclusion of the block energy products, approximately 54 percent of the residential Default Service portfolio is repriced every six months and 90 percent of the portfolio is repriced every year.

Q. DO YOU SUPPORT PPL'S PROPOSAL TO MEET THE AEPS ACT REQUIREMENT THROUGH SEPARATE PROCURMENTS FROM THE WHOLESALE POWER SUPPLY PROCUREMENTS?

A. Yes. Other factors equal, I expect that the prices associated with the wholesale power supply combined with the prices obtained for the AEC procurements would result in lower overall aggregate prices. The reason for this is that the Company would be selecting the most favorable bids for power supply and for AECs separately rather than the most favorable combined bid. Since the wholesale suppliers would be relieved of certain risks associated with the supply of AECs, it may be possible to obtain lower bids for power supply than would otherwise be the case (and adjusting for the AECs are not being included in the power supply bids). Because this represents a bit of a departure from what has been historically done by PPL as well as by other EDCs in Pennsylvania, it would be useful for PPL to carefully monitor how well this approach operates and for the Company to prepare a short report, including lessons learned, that would be submitted to the Commission as well as to OCA and the Office of Small Business Advocate ("OSBA") following the first two years of PPL employing this approach.

C. <u>Recommended Portfolio Changes</u>

Q. WHAT ARE YOU RECOMMENDING WITH RESPECT TO THE COMPANY'S PROPOSED RESIDENTIAL DEFAULT SERVICE PORTFOLIO?

A. My recommendation is to eliminate the eight tranches of six-month FRCs from the portfolio and replace them with 24-month FRCs, with four tranches rebid each year. Thus, 90 percent of the FRCs would be rebid and repriced each year rather than 100 percent, as proposed by the Company. Alternatively stated with recognition of the two 50-MW block energy contracts, this recommendation would result in approximately 80 percent of the overall residential Default Service power supply being rebid (and repriced) each year. The impact of the recommended modification would be to have the effect of providing greater stability to residential Default Service power supply prices while retaining responsiveness to market conditions.

IV. <u>TIME-OF-USE RATES</u>

Q. PLEASE EXPLAIN PPL'S PROPOSAL TO OFFER VOLUNTARY TOU RATES TO RESIDENTIAL DEFAULT SERVICE CUSTOMERS.

A. PPL proposes to offer a residential TOU rate on a voluntary basis that is largely unchanged from the voluntary residential TOU rate offered under DSP IV. As is the case under DSP IV, the residential TOU rate includes a seasonality component, with the summer period running from June 1 through November 30 and the winter term running from December 1 through May 31 each year. The two seasons entail different peak and off-peak hours—the summer peak hours are the four hours beginning at 2:00 p.m. Monday through Friday, excluding holidays. Winter peak hours are the four hours beginning at 4:00 p.m. Monday through Friday, excluding holidays. All other hours are designated as off-peak. The residential TOU tariff does not include either a super-peak period or a super-off-peak period. The difference between the residential TOU rate program provided by PPL under DSP IV and that proposed for DSP V relates to the method of TOU power supply procurement and, as a result of the difference in the procurement methodology, the peak and off-peak pricing method differs in DSP V compared to DSP IV.

Q. PLEASE EXPLAIN PPL'S RESIDENTIAL TOU POWER SUPPLY PROCUREMENT PROPOSAL UNDER DSP V.

A. Under DSP IV, the Company attempted to procure the residential TOU power supply through a separate auction process to avoid co-mingling the TOU power supply with the non-TOU residential power supply. Bidders were requested to provide a discount to the generation component of the Price-to-Compare ("PTC") to establish an off-peak rate, which was then multiplied by a market-based factor to derive the peak period rate. A lack of market interest in participating in the residential TOU power supply auction process necessitated that PPL fall back on its contingency plan, which entailed relying on the non-TOU residential Default Service power supply for the provision of power to residential TOU customers, and applying a formulaic approach to establishing an off-peak price relative to the generation component of the PTC. PPL has proposed to adopt the contingency method used in DSP IV as the primary method for procuring the residential Default Service TOU power supply for DSP V and employing the same approach to establishing the off-peak and peak rates as was used under the DSP IV contingency plan.

Q. PLEASE EXPLAIN PPL'S PROPOSED RESIDENTIAL TOU PRICING METHODOLOGY.

A. PPL proposes to set the off-peak price to 90 percent of the generation component of the PTC, with peak period prices based on average peak-to-off-peak market ratios. The ratios would be computed as a five-year moving average, updated each year as more recent data become available.

Q. DO YOU HAVE ANY CONCERNS REGARDING PPL'S PROPOSED VOLUNTARY RESIDENTIAL TOU PROGRAM?

A. No. Given the limited interest in this program, both from a supplier and customer perspective, I believe that the approach proposed by PPL represents a reasonable method by which to limit administrative costs (since separate residential TOU power supply auctions are not required) and the pricing mechanism is a satisfactory method by which to establish prices.

V. <u>PROPOSED RENEWABLE ENERGY RATE PROGRAM</u>

Q. WHAT IS YOUR UNDERSTANDING OF PPL'S PROPOSED RENEWABLE ENERGY RATE PROGRAM?

A. PPL is proposing an option under its residential Default Service offering that would allow residential customers to select a product with the same energy composition as the other residential Default Service products (i.e., residential TOU Default Service and residential non-TOU Default Service) but fully backed by AECs. This product would be priced above the standard residential Default Service (that is, the non-TOU residential Default Service), with the additional cost attributable to the cost of the supplementary AECs needed to cover 100 percent of the energy purchased during the month.

Q. WOULD THE ADDITIONAL AECs PURCHASED UNDER THIS PROGRAM COVER 1OO PERCENT OF THE ENERGY CONSUMED BY THE PARTICIPANT OR THE RESIDUAL ENERGY OVER AND ABOVE THE AMOUNT OF ENERGY ALREADY COVERED UNDER THE AEPS ACT?

A. Only the residual energy would be covered by the AECs procured under this program. For example, in 2021, the AEPS Act requires that 18 percent of the energy consumed be represented by AECs, consisting of 10 percent Tier II AECs, 7.5 percent non-solar Tier I AECs, and 0.5 percent solar Tier I AECs. The AECs provided under the proposed Renewable Energy Rate Program would correspond to the remaining 82 percent of the customer's energy consumed during the month.

Q. WHAT CATEGORY OF AECs DOES PPL PROPOSE TO PURCHASE TO MEET THE 82 PERCENT OF ENERGY NOT REPRESENTED BY AECs PROCURED TO MEET THE AEPS ACT REQUIREMENTS?

A. The Company proposes to purchase non-solar Tier I AECs to meet the AEC coverage over and above the requirements of the AEPS Act.

Q. HOW WOULD THOSE AECs BE PROCURED?

A. PPL indicates that the AECs needed to meet the requirements of the Renewable Energy Rate Program would be purchased as part of the procurements to meet the overall Default Service AEPS Act requirements. The Company notes, however, that the AECs procured to meet the needs of the Renewable Energy Rate Program would be based on a known quantity of energy whereas the AECs purchased to meet the Default Service AEPS Act requirements would be based, in part, on projected levels of energy sales.

Q. DO YOU HAVE ANY CONCERNS REGARDING THIS PROGRAM, AS PROPOSED?

A. Yes. My concern relates to the representation that the program is providing renewable energy to program participants. Several of the technologies or fuel sources that qualify as eligible Tier I resources in Pennsylvania are not, in fact, renewable. For example, energy derived from coal seam methane is considered Pennsylvania-eligible Tier I but is not considered to be renewable. The same is true of energy generated from fuel cells that use other than renewable fuel. In addition, 10 percent of the AECs that would be part of the Renewable Energy Rate Program product would be Tier II AECs, included as part of the AEPS Act requirements but not necessarily considered to be renewable. As a consequence of the nature of the AECs that would be used as part of the proposed Renewable Energy Rate Program, I believe that participating consumers would not fully understand the nature of the product that they would be purchasing.

Q. WHAT ACTIONS CAN BE TAKEN BY PPL TO RESOLVE YOUR CONCERN?

A. There are two actions that can be taken to ensure that the product is being more appropriately represented to participating consumers. One method would entail that PPL restrict the AECs included in the product to be renewable. Any Tier II AECs used to meet the AEPS Act requirements would need to be overlaid with Tier I AECs. Further, the Tier I AECs used would need to meet a "renewable energy" standard not currently met by all AECs that qualify as Pennsylvania-eligible Tier I. The second method would be to change the name of the program so that the program's name does not imply reliance on renewable energy.

VI. PROPOSED RECONCILIATION

Q. HOW IS PPL PROPOSING TO RECONCILE RESIDENTIAL DEFAULT SERVICE REVENUES WITH COSTS?

A. PPL has proposed to retain the same reconciliation mechanism used in DSP IV for DSP V, that is, a reconciliation balance is calculated over a six-month period and collected (or refunded), with interest, over the following six-month period, with a lag of approximately two months.

Q. WHAT HAS BEEN THE MAGNITUDE OF RECENT RESIDENTIAL DEFAULT SERVICE RECONCILIATION ADJUSTMENTS UNDER DSP IV?

A. The reconciliation adjustments applicable to residential Default Service between the months of April 2019 through March 2020 have been in excess of four percent of net Generation Supply Charges (GSA-1 rate net of gross receipts tax) in some months (April and May 2019) and as low as approximately 0.5 percent in other months (December through March).[7] While the 0.5 percent adjustments can be viewed as small, adjustments of the magnitude of four percent represent fairly large deviations between revenues and expenses that need to be collected (or refunded) to residential customers.

Q. IS THERE ANY REASON TO EXPECT THAT THE MAGNITUDE OF RECONCILIATION ADJUSTMENTS UNDER DSP V WOULD BE LARGER THAN THOSE UNDER DSP IV?

A. The factors that are likely to contribute to affecting the relative magnitudes of the reconciliation adjustments between DSP IV and DSP V by making the deviations

[7] Calculated from PPL's *Generation Supply Charge-1 Reconciliation Report* for the 12-month period ending March 31, 2020, Docket No. M-2019-3013956, filed April 30, 2020. (Attached as OCA Exhibit SLE-1.)

between costs and revenues larger are: (1) the impacts that relate to the Company's proposal to supply AECs for compliance with the AEPS Act; and (2) the AEC costs (relative to revenues) related to the Company's proposed Renewable Energy Rate Program. Because PPL is proposing to operate the residential TOU program in the same manner as it was operated under DSP IV, that component of the Company's proposal is not expected to affect the relative magnitudes of the reconciliation adjustment. Further, because participation in that program is so low (less than 400 residential customers), any impacts on the reconciliation adjustment are not likely to be significant.

Q. ARE YOU RECOMMENDING ANY CHANGES TO THE RECONCILIATION ADJUSTMENT TO ADDRESS YOUR CONCERNS RELATED TO THE MAGNITUDES OF THE ADJUSTMENTS?

A. Yes. I recommend that the six-month reconciliation approach used by the Company under DSP IV (and proposed by PPL to be retained under DSP V) be modified slightly such that the cumulative amount to be collected (or refunded) is amortized over 12 months rather than six months. This would serve to reduce the size and variability of the E-Factor and make the PTC marginally more stable, other factors equal.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, it does.

OCA STATEMENT NO. 1

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

PETITION OF PPL ELECTRIC UTILITIES CORPORATION FOR APPROVAL OF DEFAULT SERVICE PROGRAM	))))	**DOCKET NO. P-2020-3019356**

EXHIBIT ACCOMPANYING

THE

DIRECT TESTIMONY

OF

STEVEN L. ESTOMIN

ON BEHALF OF THE

PENNSYLVANIA OFFICE OF CONSUMER ADVOCATE

JUNE 25, 2020

EXETER ASSOCIATES, INC.
10480 Little Patuxent Parkway, Suite 300
Columbia, Maryland 21044

Kimberly A. Klock
Senior Counsel

PPL
Two North Ninth Street
Allentown, PA 18101-1179
Tel. 610.774.5696 Fax 610.774.6726
KKlock@pplweb.com

E-FILE

April 30, 2020

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

Re: PPL Electric Utilities Corporation
Generation Supply Charge-1 Reconciliation Report
for the Period April 1, 2019 through March 31, 2020
Docket No. M-2019-3013956

Dear Ms. Chiavetta:

Enclosed for filing on behalf of PPL Electric Utilities Corporation ("PPL Electric") is PPL Electric's Generation Supply Charge-1 ("GSC-1") Reconciliation Report for the Period April 1, 2019 through March 31, 2020. This reconciliation report, which is being filed pursuant to the procedures set forth in PPL Electric's Tariff - Electric Pa. P.U.C. No. 201, reflects actual data through March 31, 2020.

Pursuant to 52 Pa. Code § 1.11, the enclosed document is to be deemed filed on April 30, 2020, which is the date it was filed electronically using the Commissions E-filing system.

If you have any questions regarding the enclosed filing, please call me or Scott R. Koch, PPL Electric's Regulatory Operations Supervisor at (610) 774-2070.

Very truly yours,

Kimberly A. Klock

Kimberly A. Klock

Enclosures

cc via email: Tanya J. McCloskey, Esquire
Rick Kanaskie, Esquire
Ms. Lori Burger
Mr. John R. Evans

PPL ELECTRIC UTILITIES CORPORATION

GENERATION SUPPLY CHARGE-1 RECONCILIATION REPORT

For the Period April 1, 2019 to March 31, 2020

Docket No. M-2019-3013956

April 30, 2020

PPL ELECTRIC UTILITIES CORPORATION
GENERATION SUPPLY CHARGE-1 ("GSC-1") RECONCILIATION
Report For The Period April 1, 2019 to March 31, 2020

Line No.		(A) Total	(B) Residential Fixed	(C) Small Commercial & Industrial - Fixed
1	Energy Revenues Available (excluding GRT and MFC) (Schedule 2, Line 1, Column M)	506,600,532	416,185,866	90,414,666
2	Energy Procurement (Schedule 2, Line 2A, Column M)	488,812,041	408,544,962	80,267,079
	PJM Expenses (Schedule 2, Line 2B, Column M)	3,338,788	3,333,442	5,346
	Net Metering Expenses (Schedule 2, Line 2C, Column M)	5,834,805	331,751	5,503,054
	Administrative Expenses (Schedule 2, Line 2D and Line 2E, Column M)	924,141	739,810	184,331
	Total Expenses to Recover	498,909,775	412,949,965	85,959,810
3	Net Over/(Under) Collection (Schedule 2, Line 4, Column M)	7,690,757	3,235,901	4,454,856
4	Interest on Over/(Under) Collection (Schedule 2, Line 5, Column M)	132,021	5,793	126,228
5	Net Over/(Under) Collection Amount, Including Interest (Schedule 2, Line 6, Column M)	$ 7,822,778	$ 3,241,694	$ 4,581,084
6	Reclass to Prior Period (Schedule 2, Line 7, Column M)	(7,822,778)	(3,241,694)	(4,581,084)
7	Net Over/(Under) Collection, Including Interest (Current Period) - Line 5 plus Line 6	-	-	-
8	Remaining E-Factor Balance (Schedule 3, Line 17, Columns B, D and F)	2,356,602	(240,066)	2,596,668
9	Total Over/(Under) - Line 7 plus Line 8	$ 2,356,602	$ (240,066)	$ 2,596,668

PPL ELECTRIC UTILITIES CORPORATION
RECONCILIATION OF GENERATION SUPPLY CHARGE-1 ("GSC-1") REVENUES AND EXPENSES
Residential - Fixed

Line No.		Month >>	(A) April 2019	(B) May 2019	(C) June 2019	(D) July 2019	(E) August 2019	(F) September 2019	(G) October 2019	(H) November 2019	(I) December 2019	(J) January 2020	(K) February 2020	(L) March 2020	(M) Total
1		Energy Revenues Available (excluding GRT (1) and MFC (2)) (Schedule 4, column (F))	35,234,752	28,381,918	26,587,170	34,240,644	37,700,321	31,748,489	27,113,769	28,549,613	41,495,065	45,467,660	41,469,293	38,197,172	$ 416,185,866
2	A	Energy Procurement	28,586,940	28,172,908	28,366,147	39,562,526	34,819,834	26,785,056	25,823,900	37,000,134	43,984,182	42,785,816	38,499,368	34,158,151	$ 408,544,962
	B	PJM Expenses	349,226	554,264	9,826	292,201	236,802	221,875	276,819	251,939	253,131	272,802	271,042	343,515	$ 3,333,442
	C	Net Metering Expenses	25,149	149,567	19,552	19,649	19,401	18,500	16,728	14,375	13,253	12,129	10,387	13,061	$ 331,751
	D	Administrative Expenses PY	8,264	7,944	8,016	8,159	8,292	8,084	7,808	8,185	8,540	10,391	8,594	8,673	$ 100,950
	E	Administrative Expenses CY	23,868	1,725	95,459	4,317	244,490	82,319	116,407	57,479	(10,600)	(58,357)	129	81,624	$ 638,860
3		Total Expenses to Recover	28,993,447	28,886,408	28,499,000	39,886,852	35,328,819	27,115,834	26,241,662	37,332,112	44,248,506	43,022,781	38,789,520	34,605,024	$ 412,949,965
4		Net Over/(Under) Collection (Line 1 less Line 3)	6,241,305	(504,490)	(1,911,830)	(5,646,208)	2,371,502	4,632,655	872,107	(8,782,499)	(2,753,441)	2,444,879	2,679,773	3,592,148	$ 3,235,901
5		Interest on Over/(Under) Collection (Schedule 5, Column (F))	314,666	(23,122)	(78,863)	(197,617)	72,627	115,816	37,973	(347,641)	(98,091)	77,421	74,252	58,372	$ 5,793
6		Net Over/(Under) Collectior	$ 6,555,971	$ (527,612)	$ (1,990,693)	$ (5,843,825)	$ 2,444,129	$ 4,748,471	$ 910,080	$ (9,130,140)	$ (2,851,532)	$ 2,522,300	$ 2,754,025	$ 3,650,520	$ 3,241,694
7		Reclass to Prior Period	$ (6,555,971)	$ 527,612	$ 1,990,693	$ 5,843,825	$ (2,444,129)	$ (4,748,471)	$ (910,080)	$ 9,130,140	$ 2,851,532	$ (2,522,300)	$ (2,754,025)	$ (3,650,520)	$ (3,241,694)
8		Net Over/(Under) Collection, Including Interest (Current Period) - (Line 6 plus Line 7)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

(1) Gross Receipts Tax Factor (1-.059)

(2) Merchant Function Charge Factor
Residential 2.31%
Small Commercial & Industrial .23%

Schedule 2
Page 1 of 2

PPL ELECTRIC UTILITIES CORPORATION

RECONCILIATION OF GENERATION SUPPLY CHARGE-1 ("GSC-1") REVENUES AND EXPENSES

Small Commercial and Industrial - Fixed

Line No.		Month >>	(A) April 2019	(B) May 2019	(C) June 2019	(D) July 2019	(E) August 2019	(F) September 2019	(G) October 2019	(H) November 2019	(I) December 2019	(J) January 2020	(K) February 2020	(L) March 2020	(M) Total
1		Energy Revenues Available (excluding GRT (1) and MFC (2)) (Schedule 4, column (F)) (excluding GRT and MFC)	7,761,890	7,468,676	7,188,023	7,621,125	7,927,358	7,347,461	6,782,040	6,294,842	7,526,985	8,506,283	8,263,154	7,726,829	90,414,666
2	A	Energy Procurement	6,327,879	6,696,766	5,977,165	7,557,064	7,041,502	6,022,746	5,720,953	6,329,628	7,501,564	7,812,346	7,058,183	6,221,283	80,267,079
	B	PJM Expenses	1,020	53,213	(61,014)	8,492	(5,184)	(9,434)	3,220	(1,084)	(1,947)	(3,716)	4,408	17,372	5,346
	C	Net Metering Expenses	335,714	1,657,140	982,911	300,915	229,258	376,838	317,797	339,688	50,297	349,494	285,847	277,155	5,503,054
	D	Administrative Expenses PY	1,705	1,955	2,019	1,876	1,830	1,966	2,056	1,899	1,635	1	1,702	1,743	20,387
	E	Administrative Expenses CY	4,923	1,635	24,047	993	53,951	20,020	30,647	13,334	(2,029)	(3)	25	16,401	163,944
3		Total Expenses to Recover	6,671,241	8,410,709	6,925,128	7,869,340	7,321,357	6,412,136	6,074,673	6,683,465	7,549,520	8,158,122	7,350,165	6,533,954	85,959,810
4		Net Over/(Under) Collection (Line 1 less Line 3)	1,090,649	(942,033)	262,895	(248,215)	606,001	935,325	707,367	(388,623)	(22,535)	348,161	912,989	1,192,875	4,454,856
5		Interest on Over/(Under) Collection (Schedule 5, Column (H))	54,987	(43,177)	10,844	(8,688)	18,559	23,383	30,800	(15,383)	(803)	11,025	25,297	19,384	126,228
6		Net Over/(Under) Collection, Including Interest	$ 1,145,636	$ (985,210)	$ 273,739	$ (256,903)	$ 624,560	$ 958,708	$ 738,167	$ (404,006)	$ (23,338)	$ 359,186	$ 938,286	$ 1,212,259	$ 4,581,084
7		Reclass to Prior Period	(1,145,636)	985,210	(273,739)	256,903	(624,560)	(958,708)	(738,167)	404,006	23,338	(359,186)	(938,286)	(1,212,259)	(4,581,084)
8		Net Over/(Under) Collection, Including Interest (Current Period) - (Line 6 plus Line 7)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

(1) Gross Receipts Tax Factor (1-.059)

(2) Merchant Function Charge Factor
Residential 2.31%
Small Commercial & Industrial .23%

PPL ELECTRIC UTILITIES CORPORATION
EFFECT ON THE OVER/(UNDER) COLLECTION BALANCE
Report For The Period April 1, 2019 to March 31, 2020

		(A)	(B)	(C)	(D)	(E)	(F)
		Total		Residential		Small Comm. & Industrial	
Line No.	Month	(Refund)/ Recovery	Over/(Under) Balance (2)	(Refund)/ Recovery (1)	Over/(Under) Balance (2)	(Refund)/ Recovery (1)	Over/(Under) Balance (2)
1	Balance - March 31, 2019 (3)	$ -	$ (3,154,343)	$ -	$ (5,471,157)	$ -	$ 2,316,814
2	April 2019	$ (1,771,633)	$ (4,925,976)	$ (1,473,095)	$ (6,944,252)	$ (298,538)	$ 2,018,276
3	May 2019	$ (1,473,580)	$ (6,399,556)	$ (1,186,621)	$ (8,130,873)	$ (286,959)	$ 1,731,317
4	June 2019	$ 449,897	$ (5,949,659)	$ 793,490	$ (7,337,383)	$ (343,593)	$ 1,387,724
6	July 2019	$ 612,766	$ (5,336,893)	$ 1,013,240	$ (6,324,143)	$ (400,474)	$ 987,250
7	August 2019	$ 692,416	$ (4,644,477)	$ 1,115,578	$ (5,208,565)	$ (423,162)	$ 564,088
8	September 2019	$ 546,742	$ (4,097,735)	$ 939,506	$ (4,269,059)	$ (392,764)	$ 171,324
10	Reclass CY Over/(Under) - Schedule 2, line 6, columns (A) through (F) (4)		$ 7,146,971		$ 5,386,441		$ 1,760,530
9	October 2019	$ 439,219	$ 3,488,455	$ 802,308	$ 1,919,690	$ (363,089)	$ 1,568,765
11	November 2019	$ 507,956	$ 3,996,411	$ 844,839	$ 2,764,529	$ (336,883)	$ 1,231,882
12	December 2019	$ (554,056)	$ 3,442,355	$ (207,435)	$ 2,557,094	$ (346,621)	$ 885,261
13	January 2020	$ (622,680)	$ 2,819,675	$ (236,933)	$ 2,320,161	$ (385,747)	$ 499,514
14	February 2020	$ (590,204)	$ 2,229,471	$ (216,270)	$ 2,103,891	$ (373,934)	$ 125,580
15	March 2020	$ (548,676)	$ 1,680,795	$ (199,210)	$ 1,904,681	$ (349,466)	$ (223,886)
16	Reclass CY Over/(Under) - Schedule 2, line 6, columns (G) through (L)		$ 675,807		$ (2,144,747)		$ 2,820,554
17	Total	$ (2,311,833)	$ 2,356,602	$ 1,989,397	$ (240,066)	$ (4,301,230)	$ 2,596,668

(1) From Schedule 4, Column (E), for the respective month and rate group.

(2) Calculated using Line 1, Columns (B), (D) and (F) less the (Refund)/Recovery for the respective month in Columns (A), (C) and (E) respectively.

(3) The over(under) collection, including applicable interest, at March 31, 2019, as set forth on Schedule 1, Line 8 for the respective rate group, of the Final Proposed June 2019 through November 2019 Generation Supply Charge filing dated April 30, 2019, at Docket No. M-2019-3009574.

(4) Reclassifying the CY over(under) to correspond with the reconciliation filed as Attachment A on November 1, 2019 at Docket No. M-2019-3013956.

PPL ELECTRIC UTILITIES CORPORATION
SUMMARY OF ALLOCATION OF GENERATION SUPPLY CHARGE - 1 REVENUES
Report For The Period April 1, 2019 to March 31, 2020

Residential - Fixed

Month		(A) KWH	(B) Gross Generation Supply Charge Revenues	(C) Generation Supply Charge Revenues (Excl. Gross Receipts Tax) (1)	(D) Generation Supply Charge Revenues (Merchant Function Charge) (2)		(E) Recouped Through E Factor		(F) Net GSC - 1 Revenue (4)
April	2019	643,272,847	$ 36,726,879	$ 34,559,993	$ 798,336	(2)	$ (1,473,095)	(3)	$ 35,234,752
May	2019	518,175,008	$ 29,583,808	27,838,363	643,066	(2)	$ (1,186,621)	(3)	28,381,918
June	2019	518,620,630	$ 29,785,451	28,028,109	647,449	(2)	$ 793,490	(4)	26,587,170
July	2019	662,248,052	$ 38,350,165	36,087,505	833,621	(2)	$ 1,013,240	(4)	34,240,644
August	2019	729,135,831	$ 42,225,026	39,733,749	917,850	(2)	$ 1,115,578	(4)	37,700,321
September	2019	614,056,003	$ 35,558,919	33,460,943	772,948	(2)	$ 939,506	(4)	31,748,489
October	2019	524,384,336	$ 30,367,893	28,576,187	660,110	(2)	$ 802,308	(4)	27,113,769
November	2019	552,182,143	$ 31,976,111	30,089,520	695,068	(2)	$ 844,839	(4)	28,549,613
December	2019	797,827,415	$ 44,913,844	42,263,927	976,297	(2)	$ (207,435)	(5)	41,495,065
January	2020	911,279,966	$ 49,203,255	46,300,263	1,069,536	(2)	$ (236,933)	(5)	45,467,660
February	2020	831,808,208	$ 44,876,197	42,228,501	975,478	(2)	$ (216,270)	(5)	41,469,293
March	2020	766,190,368	$ 41,335,250	38,896,470	898,508	(2)	$ (199,210)	(5)	38,197,172
		8,069,180,807	$ 454,902,798	$ 428,063,530	$ 9,888,267		$ 1,989,397		$ 416,185,866

(1) Column (B) times (1 - GRT).
(2) Residential MFC 2.31%, Small Commercial and Industrial .23%
(3) September 30, 2018 over (under) collection, including applicable interest, divided by the Projected Total Retail KWH Sales to Customers for the December 2018 - May 2019 application period, filed November 1, 2018**Docket No. M-2018-3005768**. Starting 2018, PPL adopted PUC precision e-factor calculation. $0.00229.
(4) March 31, 2019 over (under) collection, including applicable interest, divided by the Projected Total Retail KWH Sales to Customers for the June 2019 - November 2019 application period, filed April 30, 2019**Docket No. M-2019-3009545 ($0.00153).**
(5) September 30, 2019 over (under) collection, including applicable interest, divided by the Projected Total Retail KWH Sales to Customers for the December 2019 - May 2020 application period, filed November 1, 2019**Docket No. M-2019-3013956, $0.00026.**

PPL ELECTRIC UTILITIES CORPORATION
SUMMARY OF ALLOCATION OF GENERATION SUPPLY CHARGE - 1 REVENUES
Report For The Period April 1, 2019 to March 31, 2020

Small C&I - Fixed

Month		(A) KWH		(B) Gross Generation Supply Charge Revenues		(C) Generation Supply Charge Revenues (Excl. Gross Receipts Tax) (1)		(D) Generation Supply Charge Revenues (Merchant Function Charge) (2)			(E) Recouped Through E Factor			(F) Net GSC - 1 Revenue (4)
April	2019	132,683,389	$	7,949,582	$	7,480,557	$	17,205	(2)	$	(298,538)	(3)	$	7,761,890
May	2019	127,537,333	$	7,649,599		7,198,273		16,556	(2)	$	(286,959)	(3)		7,468,676
June	2019	130,643,860	$	7,290,338		6,860,208		15,778	(2)	$	(343,593)	(4)		7,188,023
July	2019	152,271,426	$	7,691,070		7,237,297		16,646	(2)	$	(400,474)	(4)		7,621,125
August	2019	160,897,913	$	7,993,087		7,521,495		17,299	(2)	$	(423,162)	(4)		7,927,358
September	2019	149,339,746	$	7,407,790		6,970,730		16,033	(2)	$	(392,764)	(4)		7,347,461
October	2019	138,056,574	$	6,837,140		6,433,749		14,798	(2)	$	(363,089)	(4)		6,782,040
November	2019	128,092,323	$	6,346,115		5,971,694		13,735	(2)	$	(336,883)	(4)		6,294,842
December	2019	152,696,418	$	7,648,158		7,196,917		16,553	(2)	$	(346,621)	(5)		7,526,985
January	2020	169,932,675	$	8,649,581		8,139,256		18,720	(2)	$	(385,747)	(5)		8,506,283
February	2020	164,728,625	$	8,403,196		7,907,407		18,187	(2)	$	(373,934)	(5)		8,263,154
March	2020	153,949,895	$	7,857,992		7,394,370		17,007	(2)	$	(349,466)	(5)		7,726,829
		1,760,830,177	$	91,723,648	$	86,311,953	$	198,517		$	(4,301,230)		$	90,414,666

(1) Column (B) times (1 - GRT).
(2) Residential MFC 2.31%, Small Commercial and Industrial .23%
(3) September 30, 2018 over (under) collection, including applicable interest, divided by the Projected Total Retail KWH Sales to Customers for the December 2018 - May 2019 application period, filed November 1, 2018**Docket No. M-2018-3005768**. Starting 2018, PPL adopted PUC precision e-factor calculation. $0.00225.
(4) March 31, 2019 over (under) collection, including applicable interest, divided by the Projected Total Retail KWH Sales to Customers for the June 2019 - November 2019 application period, filed April 30, 2019**Docket No. M-2019-3009545, $0.00263.**
(5) September 30, 2019 over (under) collection, including applicable interest, divided by the Projected Total Retail KWH Sales to Customers for the December 2019 - May 2020 application period, filed November 01, 2019**Docket No. M-2019-3013956, $0.00227.**

PPL ELECTRIC UTILITIES CORPORATION
INTEREST EXPENSE ON GENERATION SUPPLY CHARGE-1 ("GSC-1")
OVER/(UNDER) COLLECTIONS

		(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
				Total		Residential		Small Comm. & Industrial Fixed	
Line No.	Month	Interest Rate (WSJ-Prime Rate)	Weighting Factor (number of months) (2)	Over/(Under) Collection Total (1)	Interest on Over/(Under) Collection	Over/(Under) Collection (1)	Interest on Over/(Under) Collection	Over/(Under) Collection (1)	Interest on Over/(Under) Collection
1	April 2019	5.50%	11	$ 7,331,954	$ 369,653	$ 6,241,305	$ 314,666	$ 1,090,649	$ 54,987
2	May 2019	5.50%	10	$ (1,446,523)	$ (66,299)	$ (504,490)	$ (23,122)	$ (942,033)	$ (43,177)
3	June 2019	5.50%	9	$ (1,648,935)	$ (68,019)	$ (1,911,830)	$ (78,863)	$ 262,895	$ 10,844
4	July 2019	5.25%	8	$ (5,894,423)	$ (206,305)	$ (5,646,208)	$ (197,617)	$ (248,215)	$ (8,688)
5	August 2019	5.25%	7	$ 2,977,503	$ 91,186	$ 2,371,502	$ 72,627	$ 606,001	$ 18,559
6	September 2019	5.00%	6	$ 5,567,980	$ 139,199	$ 4,632,655	$ 115,816	$ 935,325	$ 23,383
7	October 2019	4.75%	11	$ 1,579,474	$ 68,773	$ 872,107	$ 37,973	$ 707,367	$ 30,800
8	November 2019	4.75%	10	$ (9,171,122)	$ (363,024)	$ (8,782,499)	$ (347,641)	$ (388,623)	$ (15,383)
9	December 2019	4.75%	9	$ (2,775,976)	$ (98,894)	$ (2,753,441)	$ (98,091)	$ (22,535)	$ (803)
10	January 2020	4.75%	8	$ 2,793,040	$ 88,446	$ 2,444,879	$ 77,421	$ 348,161	$ 11,025
11	February 2020	4.75%	7	$ 3,592,762	$ 99,549	$ 2,679,773	$ 74,252	$ 912,989	$ 25,297
12	March 2020	3.25%	6	$ 4,785,023	$ 77,756	$ 3,592,148	$ 58,372	$ 1,192,875	$ 19,384
13	Total Interest on Over/(Under) Calculation			$ 7,690,757	$ 132,021	$ 3,235,901	$ 5,793	$ 4,454,856	$ 126,228

(1) From Schedule 2, Line 4, for the respective rate group.

(2) The interest calculation uses the over(under) collections shown in columns E and G, times the interest rate in column (A) divided by 12 to obtain the monthly interest amount. The monthly amount calculated then is multiplied by the number of months in column (B).

Appendix A

Statement of Qualifications of
Steven L. Estomin

STEVEN L. ESTOMIN

Dr. Estomin has more than 35 years' experience managing and conducting consulting assignments related to public utility economics and regulation. In 1981, Dr. Estomin joined Exeter Associates, Inc. and served as a Senior Economist, Principal, and corporate officer of the firm through 2018. While at Exeter, he supervised multi-million dollar support contracts with the State of Maryland and the U.S. Air Force, and directed the technical work conducted by both Exeter professional staff and numerous subcontractors. Additionally, Dr. Estomin took a lead role at Exeter by consulting to the firm's other clients in the areas of electric utility industry restructuring, utility power purchase contracts, and renewable energy project evaluation. Dr. Estomin has testified on issues related to load forecasting, statistical analysis, economic damage analysis, class cost-of-service, rate design, power supply procurement, and default electric service. He has also provided technical support to federal agencies in utility contract negotiations and in the development of requests for proposals for competitive power supply procurement for U.S. military bases and large civilian government installations.

Education

B.A. (Economics) – University of Maryland, 1975

M.A. (Economics) – University of Maryland, 1978

Ph.D. (Economics) – University of Maryland, 1986

Previous Employment

1980-1981 Faculty Researcher
Bureau of Business and Economic Research
University of Maryland
College Park, Maryland

1976-1980 Research/Teaching Assistant and Instructor
University of Maryland, Department of Economics
College Park, Maryland

1976-1978 Economist
U.S. Department of Labor, Bureau of International Labor Affairs,
Office of Trade Adjustment Assistance
Washington, D.C.

Professional Experience

At the Bureau of Business and Economic Research, Dr. Estomin supervised the development of an environmental pollution forecasting model which he linked to a county level regional economic model. This task included developing submodels for industrial/commercial activity, municipal wastes generation, and transportation and energy-related emissions. Several reports and estimations using the model were provided to the Bureau of Land Management (U.S. Department of the Interior) and were used to develop analyses of future development of the outer-continental shelf.

As a Graduate Teaching Assistant for the Department of Economics at the University of Maryland, Dr. Estomin was initially engaged in aiding senior faculty members in a variety of teaching-related tasks and later autonomously taught micro and macroeconomic theory courses. As an Instructor for the University, he taught upper-level courses in the Economics of Poverty and Discrimination and the Economics of American Industry. As a Graduate Research Assistant, Dr. Estomin conducted extensive research in pollution abatement cost modeling.

At the U.S. Department of Labor, Dr. Estomin collected firm-specific data covering sales, inventory, employment, and production and used those data together with industry production, employment, and import data to analyze causes of employment reductions. Companies analyzed by Dr. Estomin include American Motors Corporation, Bethlehem Steel, and numerous smaller firms.

Major Publications and Reports

"Energy Storage in Maryland – Policy and Regulatory Options for Promoting Energy Storage and Its Benefits," prepared for the Power Plant Research Program, Maryland Department of Natural Resources, December 2018 (with Kevin Porter and Rebecca Widiss of Exeter Associates, Inc.).

"Audit Report for Selected Electric Power Supply Accounts Served by Constellation NewEnergy and Constellation Energy Projects Services Group," prepared for the U.S. General Services Administration, Pacific Rim Region, October 2017 (with Jerome Mierzwa of Exeter Associates, Inc.).

"Sommers Cove Marina Solar Power Options," prepared for the Power Plant Research Program, Maryland Department of Natural Resources, June 2017.

"Long-term Electricity Report for Maryland," prepared for the Power Plant Research Program, Maryland Department of Natural Resources, December 2016 (with Rebecca Widiss of Exeter Associates, Inc.).

"Assessment Report of the Potential Benefits of Electric Service Aggregation for Delmarva Power & Light Company's Residential and Small Commercial Customers," prepared for the Delaware Public Service Commission, May 2015.

"Avoided Energy Costs in Maryland – Assessment of the Costs Avoided through Energy Efficiency and Conservation Measures in Maryland," prepared for the Power Plant Research Program, Maryland Department of Natural Resources, April 2014 (with Michael Buckley, Kevin Porter, and Rebecca Widiss of Exeter Associates, Inc.).

"Management/Performance Audit of the Alternative Energy Resource Rider of the First Energy Ohio Utility Companies for October 2009 through December 2011," prepared for the Public Utilities Commission of Ohio, June 2012.

"Long-Term Electricity Report for Maryland," prepared for the Power Plant Research Program, Maryland Department of Natural Resources, December 2011 (with Sari Fink, Christina Mudd, and Michael Buckley of Exeter Associates, Inc.).

"Maryland Power Plants and the Environment: A Review of the Impacts of Power Plants and Transmission Lines on Maryland's Natural Resources, Maryland Power Plant Research Program, PPRP-CEIR-15," January 2010 (with Christina Mudd, Sari Fink, and Jennifer Rogers of Exeter Associates, Inc. and contributing authors from Versar, Inc. and Environmental Resources Management).

"Guidance for the Development of Renewable Energy Projects at Air Education and Training Command Bases," prepared for the U.S. Air Force, Air Force Civil Engineer Support Center (Tyndall AFB, Florida) and the Air Education and Training Command (Randolph AFB, Texas), January 2010 (with Christina Mudd and Sari Fink).

"2009 Inventory of Renewable Energy Generators Eligible for the Maryland Renewable Energy Portfolio Standard," prepared for the Power Plant Research Program, Maryland Department of Natural Resources, January 2010 (with Christina Mudd and Sari Fink of Exeter Associates, Inc. and contributing authors from BCS, Inc.)

"Maryland Power Plants and the Environment: A Review of the Impacts of Power Plants and Transmission Lines on Maryland's Natural Resources, Maryland Power Plant Research Program, PPRP-CEIR-14," January 2008 (with Christina Mudd and Sari Fink of Exeter Associates, Inc. and contributing authors from Versar, Inc. and Environmental Resources Management).

"Forecasted Electric Energy Consumption and Peak Demands in Maryland," prepared for the Power Plant Research Program, Maryland Department of Natural Resources, November 2006 (with David Chen and Michael P. Lee).

"Maryland's Options to Reduce and Stabilize Electric Power Prices Following Restructuring," prepared for the Power Plant Research Program, Maryland Department of Natural Resources and the Maryland Energy Administration, September 2006 (with Matthew I. Kahal).

"The Potential for Biomass Co-Firing in Maryland," prepared for the Maryland Department of Natural Resources, Power Plant Research Program, March 2006 (with Christina Mudd and Michael Lee).

"Wind Power Options Assessment," prepared for the Maryland Department of Natural Resources, Power Plant Research Program and the Maryland Energy Administration, January 2006 (with Matthew I. Kahal and Christina Mudd).

"Electric Power Supply Options for Holloman Air Force Base, New Mexico," prepared for the U.S. Air Force, Air Force Civil Engineer Support Agency, September 2005.

"Forecast of Electric Energy Consumption and Peak Demands in Maryland," prepared for the Power Plant Research Program, Maryland Department of Natural Resources, May 2005.

"Economic Analysis of a Power Plant Fueled by Poultry Litter to be Located on Maryland's Eastern Shore," prepared for the Power Plant Research Program, Maryland Department of Natural Resources, May 2005.

"Yucca Mountain Project – Evaluating Alternative Electric Power Service Options," prepared for the U.S. Department of Energy, Federal Energy Management Program, August 2004.

"Short-term Steam Supply options for the Savannah River Site," prepared for the U.S. Department of Energy, Federal Energy Management Program, June 2004.

"Assessment of Economic Damages," prepared for Supra Telecommunications and Information Systems, Inc., CPR Institute for Arbitral Tribunal, Supra Telecommunications and Information Systems v. BellSouth Telecommunications, Arbitration V, October 2003 (with Marvin H. Kahn).

"Costs and Benefits for Overhead/Underground Utilities," prepared for the Maryland State Highway Administration, October 2003 (with William H. Albeck).

"Economic Assessment of Damages," prepared for Supra Telecommunications and Information Systems, Inc., U.S. District Court, Southern District of Florida, Case No. 99-1706, March 2003 (with Marvin H. Kahn).

"Forecasted Electric Energy Consumption and Peak Demand in Maryland," prepared for the Power Plant Research Program, Maryland Department of Natural Resources, October 2002.

"The Technical Potential for Electric Energy Conservation in Maine," prepared for the Maine Office of Consumer Advocate, September 2002.

"Energy Conservation and Efficiency Baseline," prepared for Governor Paris N. Glendening's Task Force on Energy Conservation and Efficiency, the Maryland Energy Administration, and the Maryland Department of Natural Resources, December 2001 (with Allan R. Evans and Michael P. Lee).

"Alternative Electricity and Natural Gas Procurement Strategies for U.S. Department of Defense Installations," prepared for the U.S. Department of Defense, Defense Logistics Agency, Defense Energy Support Center, July 2001 (with Richard A. Galligan).

"Electricity in Maryland Fact Book," prepared for the Power Plant Research Program, Maryland Department of Natural Resources, January 2001.

"Steam Supply Options Analysis for the Savannah River Site," prepared for the U.S. Department of Energy, March 2000.

"The Feasibility of a Renewables Portfolio Standard in Maryland," prepared for the Power Plant Research Program, Maryland Department of Natural Resources and the Maryland Energy Administration, January 2000.

"Undergrounding Electric Utility Lines in Maryland," prepared for the Maryland Energy Administration and the Power Plant Research Program, Maryland Department of Natural Resources for the Governor's Task Force on Utility Preparedness, December 1999.

"Nevada Test Site Utility Options Study," prepared for the U.S. Department of Energy, June 1999.

"Spallation Neutron Source Electrical Facilities Study," prepared for the U.S. Department of Energy, April 1999.

"Forecasted Electric Power Demands for the Delmarva Power and Light Company," prepared for the Power Plant Research Program, Maryland Department of Natural Resources, December 1998 (with Andrés Escalante).

"Assessment of DOD Electric Power Supply Options, Strategies, and Costs under Retail Open Access," prepared for the U.S. Department of Defense, Office of the Deputy Under Secretary of Defense, February 1998.

"The Engineering and Economic Feasibility of Using Poultry Litter as a Fuel to Generate Electric Power at Maryland's Eastern Correctional Institute," prepared for the Maryland Environmental Service, February 1998 (with Gary Walters).

"Power Supply and Cogeneration Options for the Eastern Correctional Institute," prepared for the Maryland Environmental Service," April 1997 (with Thomas King, P.E.)

“Cooperative Integrated Resource Plan for U.S. Department of Energy Installations Having Power Allocations from the Western Area Power Administration,” prepared for the U.S. Department of Energy, June 1997.

“Cooperative Integrated Resource Plan for U.S. Navy Installations Having Power Allocations from the Western Area Power Administration,” prepared for the U.S. Navy, SOUTHWESTNAVFACENGDIV, June 1997.

“Cooperative Integrated Resource Plan for U.S. Air Force Installations Having Power Allocations from the Western Area Power Administration,” prepared for HQ AFCESA/CESE (Tyndall Air Force Base, Florida), June 1997.

“Analysis of Service Reliability -- Duquesne Light Company,” prepared for the Pennsylvania Office of Consumer Advocate, June 1997.

“Estimated Power Supply Costs for the Accelerator Production of Tritium Project,” prepared for the U.S. Department of Energy, Office of Project and Fixed Asset Management, October 1996.

“Customized Energy Conservation and Demand-Side Management Agreements between U.S. Air Force Bases and Utility Service Suppliers,” prepared for HQ AFCESA/CESE (Tyndall Air Force Base, Florida), January 1996 (with Richard I. Chais).

“Evaluating and Implementing Privatization of Utility Distribution Systems at U.S. Air Force Bases,” prepared for HQ AFCESA/CESE (Tyndall Air Force Base, Florida), December 1995 (with Richard I. Chais).

“Power Supply Options Study for Vandenberg Air Force Base,” prepared for HQ AFCESA/CESE (Tyndall Air Force Base), December 1995 (with Richard Zumwalt, P.E.).

“U.S. Department of Energy Savannah River Site Power System Privatization Study,” prepared for the U.S. Department of Energy, February 1995 (with Richard Zumwalt, P.E.).

“Technical Report: Special Study of the MacDill Cogeneration Project,” prepared for the Department of the Air Force, Headquarters Air Combat Command, May 1994.

“The Feasibility of Centralized Purchase of Electric Utility Service,” prepared for the Department of the Air Force, March 1994.

“Long Range Energy Requirements for Charleston Air Force Base,” (two volumes), prepared for the Department of the Air Force, July 1994.

“Long Range Energy Requirements for Wright-Patterson Air Force Base,” (three volumes) prepared for the Department of the Air Force, Headquarters Air Force Logistics Command, April 1993.

"Forecasted Electric Power Demands for the Potomac Electric Power Company," (two volumes), prepared for the Power Plant Research Division, Maryland Department of Natural Resources, March 1992 (with John E. Beach).

"Optimal Allocation of Western Area Power Administration (Billings Area) Federal Preference Power Among Ellsworth, Minot, and Offutt Air Force Bases," prepared for the U.S. Air Force, November 1991.

"Impacts of Missile Site Deactivation on Electric Power Costs," *Environmental Impact Statement -- Deactivation of the Minuteman II Missile Wing at Ellsworth Air Force Base, South Dakota*, prepared for the Department of the Air Force, Headquarters Strategic Air Command, October 1991.

"Forecasted Electric Power Demands for the Baltimore Gas and Electric Company," (two volumes), prepared for the Power Plant and Environmental Review Division, Maryland Department of Natural Resources, May 1991 (with John E. Beach).

"Forecasted Electric Power Demands for the Delmarva Power and Light Company," (two volumes), prepared for the Power Plant and Environmental Review Division, Maryland Department of Natural Resources, September 1990 (with John E. Beach).

"Year 2000 Power Supply Reliability Assessment: SERC and SPP Regions," prepared for the U.S. Air Force, August 1990 (with Dennis Goins).

"Market and Regulatory Effects of the Elimination of the Manufacturing Restriction on the Regional Bell Operating Companies," prepared for the Telecommunications Committee of the National Association of State Utility Consumer Advocates (NASUCA), November 1989.

"Alternative Electric Power Supply Sources for Onizuka Air Force Base, California," prepared for the U.S. Air Force, June 1989.

"Vandenberg Air Force Base Power Supply Study," prepared for the U.S. Air Force, March 1989.

"Forecasted Electric Power Demands for the Potomac Electric Power Company," (two volumes), prepared for the Power Plant Research Program, Maryland Department of Natural Resources, July 1988 (with Walter Asmuth, III).

"Economic Damage Estimation -- Pittcon Industries, Inc.," Exeter Associates, Inc., prepared for Pittcon Industries, Inc., February 1988 (with Marvin H. Kahn).

"Report and Recommendations of the U.S. Air Force on Adjustments to the Mather AFB Surcharge," prepared for the U.S. Air Force for submission to the Board of Directors of the Sacramento Municipal Utility District, August 1987.

“Preliminary Assessment of Options Available to the U.S. Air Force to Reduce Electric Power and Energy Costs to the Northern California Air Force Bases,” Exeter Associates, Inc., prepared for the U.S. Air Force, March 1987.

“An Analysis of the Optimal Allocation of Available Western Area Power Administration Preference Power Among the Northern California Air Force Bases,” Exeter Associates, Inc., prepared for the U.S. Air Force, March 1987.

“A Survey of Methods Used to Estimate Conservation Potential,” Exeter Associates, Inc., prepared for the Power Plant Research Program, Maryland State Department of Natural Resources, February 1987.

“End-Use Forecasting,” presentation at the Power Plant Research Program Load Forecasting Workshop, Annapolis, Maryland, January 1987 (published in proceedings volume).

“Survey and Analysis of End-Use Modeling Practices,” Exeter Associates, Inc., prepared for the Power Plant Research Program, Maryland State Department of Natural Resources, October 1986.

“Economic Damage Estimation -- Yacht Buyers Group,” Exeter Associates, Inc., prepared for Yacht Buyers Group, Inc., August 1986 (with Marvin H. Kahn).

“Updated Load Forecast of Energy and Peak Demand for the Allegheny Power System,” Exeter Associates, Inc., prepared for the Power Plant Research Program, Maryland State Department of Natural Resources, June 1986 (with Matthew I. Kahal).

The Determinants of Profitability and Premiums in Conglomerate Mergers, Ph.D. dissertation, University of Maryland, 1986.

“Updated Load Forecast of Energy and Peak Demand on the Delmarva Peninsula,” Exeter Associates, Inc., prepared for the Power Plant Siting Program, Maryland State Department of Natural Resources, February 1986 (with Matthew I. Kahal).

“Estimated Value of Experimental Breeder Reactor II Generation to the Idaho National Engineering Laboratory -- 1985 Through 1986,” Exeter Associates, Inc., prepared for the Idaho National Engineering Laboratory, U.S. Department of Energy, January 1986.

“An Economic Estimation of Electric Power Demands for the Baltimore Gas and Electric Company,” (two volumes), Exeter Associates, Inc., prepared for the Power Plant Siting Program, Maryland State Department of Natural Resources, April 1985 (with Matthew I. Kahal).

“An Assessment of the State-of-the-Art of Gas Utility Load Forecasting,” (with Thomas Bacon, Jr. and Matthew I. Kahal) published in the *Proceedings of the Fourth NARUC Biennial Regulatory Information Conference*, 1984.

“Projected Electric Power Demands for the Potomac Electric Power Company,” (three volumes), Exeter Associates, Inc., prepared for the Power Plant Siting Program, Maryland State Department of Natural Resources, March 1984 (with Matthew I. Kahal).

“Economic and Demographic Forecasts for the PEPCO Service Area,” Exeter Associates, Inc., prepared for the Power Plant Siting Program, Maryland State Department of Natural Resources, September 1982.

“The Behavior of Regulatory Agencies,” published in *Attacking Regulatory Problems: An Agenda for Research in the 1980's.* (Allen Furgeson, ed.), Ballinger Publishers, Cambridge, Massachusetts, 1981 (with Wes Magat).

“Report on the Environmental Impacts from Outer-Continental Shelf Development in the Baltimore Canyon,” Bureau of Business and Economic Research, University of Maryland, prepared for the Bureau of Land Management, U.S. Department of the Interior, September 1980 (with Virginia McConnell).

“The Environmental Systems Model,” Bureau of Business and Economic Research, University of Maryland, June 1980 (with Virginia McConnell).

“Economic-Environmental Models of Regional Development -- The U.S. Experience,” Department of Economics Working Paper 80-15, University of Maryland, November 1979 (with John H. Cumberland and Alan Krupnick).

Expert Testimony

Before the Pennsylvania Public Utility Commission in Docket No. P-2020-3019290, PECO Energy Company, 2020, for the Pennsylvania Office of Consumer Advocate. Testified on Default Service issues.

Before the Pennsylvania Public Utility Commission in Docket No. P-2018-3002709, Pike County Light and Power Company, 2018, for the Pennsylvania Office of Consumer Advocate. Testified on Default Service issues.

Before the Maryland Senate Finance Committee, 2018, for the Maryland Department of Natural Resources. Testified on renewable energy resources and the Maryland Renewable Energy Portfolio Standard.

Before the Pennsylvania Public Utility Commission in Docket Nos. P-2017-2637855, P-2017-2637857, P-2017-2637858, and P-2017-2637866, Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company, and West Penn Power Company, 2018, for the Pennsylvania Office of Consumer Advocate. Testified on Default Service issues.

Before the Pennsylvania Public Utility Commission in Docket No. M-2016-2578051, PPL Electric Utilities Corporation, 2017, for the Pennsylvania Office of Consumer Advocate. Testified on Time-of-Use Rates.

Before the Public Service Commission of Maryland in Case No. 9411, Application of Mills Branch Solar, LLC for a Certificate of Public Convenience and Necessity to Construct a 60-MW Solar Photovoltaic Generating Facility in Kent County, Maryland, 2016, for the Power Plant Research Program, Maryland Department of Natural Resources. Testified on economic impacts.

Before the Pennsylvania Public Utility Commission in Docket No. P-2015-2490141, Pike County Light & Power Company, 2015, for the Pennsylvania Office of Consumer Advocate. Testified on default service issues.

Before the Pennsylvania Public Utility Commission in Docket No. C-2014-2438640, Respond Power, LLC, 2015, for the Pennsylvania Office of Attorney General and the Office of Consumer Advocate. Testified on electric power market pricing issues.

Before the Pennsylvania Public Utility Commission in Docket No. C-2014-2427657, IDT Energy, Inc., 2015, for the Pennsylvania Office of Attorney General and the Office of Consumer Advocate. Testified on electric power market pricing issues.

Before the Public Service Commission of Maryland in Case No. 9361, Exelon Corporation/Pepco Holdings, Inc. merger application, 2015, for the State of Maryland and the Maryland Energy Administration. Testified on power supply reliability issues.

Before the Public Service Commission of Maryland in Case No. 9318, Application of Dominion Cove Point LNG for a Certificate of Public Convenience and Necessity to Construct a Nominal 130 MW Generating Facility in Calvert County, Maryland, 2014, for the Power Plant Research Program, Maryland Department of Natural Resources. Testified on economic costs and benefits.

Before the Pennsylvania Public Utility Commission in Docket No. P-2014-2418242, Duquesne Light Company, 2014, for the Pennsylvania Office of Consumer Advocate. Testified on Default Service issues.

Before the Pennsylvania Public Utility Commission in Docket Nos. P-2013-2391368, P-2013-2391372, P-2013-2391375, and P-2013-2391378, Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company, and West Penn Power Company, 2014, for the Pennsylvania Office of Consumer Advocate. Testified on Default Service issues.

Before the Public Utility Commission of Ohio in Case No. 11-5201-EL-RDR, Ohio Edison Company, Cleveland Electric Illuminating Company, and Toledo Edison Company, 2013, for the Public Utility Commission of Ohio Staff. Testified on renewable energy procurement issues.

Before the Pennsylvania Public Utility Commission in Docket No. P-2012-2301664, Duquesne Light Company, 2012, for the Pennsylvania Office of Consumer Advocate. Testified on Default Service issues.

Before the Pennsylvania Public Utility Commission in Docket Nos. P-2009-2135496 and G-2009-2135510, UGI Utilities, Inc., 2010, for the Pennsylvania Office of Consumer Advocate. Testified on Default Service issues.

Before the Pennsylvania Public Utility Commission in Docket No. P-2009-2094494, PECO Energy Company, 2009, for the Pennsylvania Office of Consumer Advocate. Testified on acquisition of solar energy credits.

Before the Pennsylvania Public Utility Commission in Docket No. P-2008-2022931, UGI Utilities, Inc., 2008, for the Pennsylvania Office of Consumer Advocate. Testified on Default Service issues.

Before the Maryland Public Service Commission in Case No. 9117, Investigation of Investor-Owned Electric Companies' Standard Offer Service for Residential and Small Commercial Customers in Maryland, 2008, for the Maryland Energy Administration. Testified on Standard Offer Service issues.

Before the Pennsylvania Public Utility Commission in Docket No. P-0072305, Pennsylvania Power Company, 2007, for the Pennsylvania Office of Consumer Advocate. Testified on Default Service issues.

Before the Maryland Public Service Commission in Case No. 9099, Baltimore Gas and Electric Company, 2007, for the Maryland Department of Natural Resources. Testified on market-related issues, Standard Offer Service prices, and Standard Offer Service Procurement Issues.

Before the Pennsylvania Public Utility Commission in Docket No. P-00662227, PPL Electric Utilities Corporation, 2006, for the Pennsylvania Office of Consumer Advocate. Testified of Provider of Last Resort service.

Before the Maryland Public Service Commission in Case No. 9063, Investigation into the Optimal Structure of the Electric Utility Industry in Maryland, 2006, for the Power Plant Research Program, Maryland Department of Natural Resources and the Maryland Energy Administration. Testified on standard offer service issues, customer choice, demand-side management and energy efficiency, and market-related issues.

Before the Pennsylvania Public Utility Commission in Docket No. P-00052188, Pennsylvania Power Company, 2005, for the Pennsylvania Office of Consumer Advocate. Testified on Provider of Last Resort service.

Before the Maryland Public Service Commission in Case No. 9018, Potomac Edison Company, 2005, for the Maryland Department of Natural Resources, Power Plant Research Program. Testified on jurisdictional cost impacts of proposed transmission and distribution facilities.

Before the Maine Public Utilities Commission in Docket No. 2004-339, Central Maine Power Company, 2004, for the Maine Public Advocate. Testified on sales forecasting issues.

Before the Maine Public Utilities Commission in Docket No. 2002-770, Central Maine Power Company, 2003, for the Maine Public Advocate. Testified on load forecasting issues.

Before the Maine Public Utilities Commission in Docket No. 2001-239, Bangor Hydro Electric Company, 2001, for the Maine Public Advocate. Testified on load forecasting issues.

Before the Maine Public Utilities Commission in Docket No. 2001-232, Central Maine Power Company, 2001, for the Maine Public Advocate. Testified on load forecasting issues.

Before the Kentucky Public Service Commission in Case No. 99-070, Western Kentucky Gas Company, 1999, for the Office of Rate Intervention of the Attorney General. Testified on functionalization of distribution system costs.

Before the Kentucky Public Service Commission in Case No. 99-176, Delta Natural Gas Company, Inc., 1999, for the Office of Rate Intervention of the Attorney General. Testified on functionalization of distribution system costs.

Before the Maine Public Utilities Commission in Docket No. 97-580, Central Maine Power Company, 1998, for the MPUC Staff. Testified on generation-related administrative and general expenses.

Before the Maine Public Utilities Commission in Docket No. 96-116, Bangor Hydro Electric Company, 1997, for the MPUC Staff. Testified on load forecasting issues.

Before the New Mexico Public Service Commission, El Paso Electric Company, 1996, for the U.S. Air Force. Testified on rate design issues.

Before the State of Rhode Island and Providence Plantation Public Utilities Commission in Docket No. 2290, Narragansett Electric Company, 1995, for the Division of Public Utilities and Carriers. Testified on load forecasting issues.

Before the Illinois Commerce Commission in Docket No. 94-0065, Commonwealth Edison Company, June 1994, for the U.S. Department of Energy. Testified on load forecasting.

Before the Federal Energy Regulatory Commission in Docket No. RP91-203, et al., Tennessee Gas Pipeline Company, May 1994, for the Tennessee Rate Design Customer Group. Testified on issues related to econometric analysis.

Before the Public Service Commission of the District of Columbia in Formal Case No. 926, Chesapeake and Potomac Telephone Company, September 1993, for the Office of People's Counsel. Testified on issues related to finance and statistical analysis.

Before the Public Service Commission of the District of Columbia in Formal Case No. 814, Phase III, Chesapeake and Potomac Telephone Company, October 1992, for the Office of People's Counsel. Testified on issues related to competition in the telecommunications industry.

Before the Maine Public Utilities Commission in Docket No. 92-101, Maine Public Service Company, September 1992, for the Commission Staff. Testified on load forecasting.

Before the Maryland Public Service Commission in Case No. 8413, Potomac Electric Power Company, March 1992, for the Maryland Power Plant Research Division. Testified on load forecasting.

Before the State of New Jersey Board of Regulatory Commissioners in Docket No. GF91081393J, New Jersey Natural Gas Company, March 1992, for the Division of Rate Counsel. Testified on weather normalization.

Before the State of Rhode Island and Providence Plantations Public Utilities Commission in Docket 2019, Narragansett Electric Company, November 1991, for the Division of Public Utilities and Carriers. Testified on load forecasting.

Before the Maine Public Utilities Commission in Docket No. 91-010, Bangor Hydro-Electric Company, June 1991, for the Maine Public Advocate. Testified on load forecasting.

Before the Maryland Public Service Commission in Case No. 8241, Phase II, Baltimore Gas and Electric Company, May 1991, for the Maryland Power Plant and Environmental Review Division. Testified on load forecasting.

Before the State of Rhode Island and Providence Plantations Public Utilities Commission in Docket 1976, Narragansett Electric Company, October 1990, for the Revision of Public Utilities and Carriers. Testified on load forecasting.

Before the Maryland Public Service Commission in Case No. 8201, Delmarva Power and Light Company, October 1990, for the Maryland Power Plant and Environmental Review Division. Testified on load forecasting.

Before the Maine Public Utilities Commission in Docket No. 90-076, Central Maine Power Company, September 1990, for the Maine Public Advocate. Testified on load forecasting.

Before the Public Service Commission of the District of Columbia in Formal Case No. 890, District of Columbia Natural Gas, February 1990, for the Office of People's Counsel of the District of Columbia. Testified on load forecasting.

Before the Maryland Public Service Commission in Case No. 8102, Southern Maryland Cooperative, July 1988, for the Maryland Power Plant Research Program. Testified on load forecasting.

Before the Maryland Public Service Commission in Case No. 8063 Phase II, Potomac Electric Power Company, July 1988, for the Maryland Power Plant Research Program. Testified on load forecasting.

Before the U.S. District Court for the Eastern District of Pennsylvania in Civil Action No. 87-0805, March 1988, for Pittcon Industries, Inc. Testified on economic damages.

Before the Sacramento Municipal Utility District Board, September 1987, for the U.S. Air Force. Testified on the applicability and appropriate calculation of a special surcharge.

Before the Sacramento Municipal Utility District Board, September 1987, for the U.S. Air Force. Testified on cost estimation and cost allocation.

Before the Sacramento Municipal Utility District Board, February 1987, for the U.S. Air Force. Testified on rate design and cogeneration.

Before the Vermont Public Service Board in Docket No. 4661, Green Mountain Power Corporation, November 1982, for the Vermont Department of Public Service. Testified on production planning, fuel costs, and maintenance scheduling for nuclear plant on behalf of the Vermont Public Service Board.

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

VERIFICATION

I, Steven L. Estomin, hereby state that the facts set forth in my Direct Testimony, OCA Statement 1, are true and correct to the best of my knowledge, information and belief 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 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

DATED: June 25, 2020
*290849

Signature: Steve Estomin
Steven L. Estomin

Consultant Address: Exeter Associates, Inc.
10480 Little Patuxent Parkway
Suite 300
Columbia, MD 21044-2690

OCA Statement No. 2

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of PPL Electric Utilities Corp.	:	
For Approval of its Default Service Program	:	Docket No. P-2020-3019356
for the Period from	:	
June 1, 2021 through May 31, 2025	:	

DIRECT TESTIMONY

OF

BARBARA R. ALEXANDER

Barbara Alexander Consulting LLC

ON BEHALF OF THE

PENNSYLVANIA OFFICE OF CONSUMER ADVOCATE

June 25, 2020

I. INTRODUCTION AND SUMMARY

Q. PLEASE STATE YOUR NAME, ADDRESS AND OCCUPATION.

A. My name is Barbara R. Alexander. I am the sole member of Barbara Alexander Consulting LLC. My address is 83 Wedgewood Dr., Winthrop, ME 04364. I appear in this case as a witness on behalf of the Office of Consumer Advocate (OCA).

Q. WHAT IS YOUR BACKGROUND AND EXPERIENCE WITH RESPECT TO THE ISSUES ON WHICH YOU ARE PROVIDING TESTIMONY IN THIS PROCEEDING?

A. I opened my consulting practice in March 1996, after nearly ten years as the Director of the Consumer Assistance Division of the Maine Public Utilities Commission. While there, I testified as an expert witness on consumer protection, customer service and low-income issues in rate cases and other investigations before the Commission. My consulting practice is directed to consumer protection, customer service and low-income programs and policies relating to the regulation of the telephone, electric and gas industries. In particular, I have focused on the changes in policies and procedures required by state regulation in the transition to retail competition. Among my areas of expertise are policies and programs related to Default Service and related issues concerning the transition to retail competition for both the electric and natural gas industries. I have appeared in over 30 U.S. and Canadian provinces on these issues and made numerous presentations on this issue before state regulatory commissions and at national conferences.

I am a graduate of the University of Michigan (B.A. 1968) and the University of Maine School of Law (J.D. 1976).

I have been involved in the implementation of retail electric and natural gas competition in Pennsylvania on behalf of the OCA since 1997. I testified on consumer education, consumer protection, supplier licensing, customer enrollment, default service, and Code of Conduct issues for the OCA in the Pennsylvania Public Utility Commission's (Commission) electric restructuring proceedings in 1997 and 1998 and in the natural gas restructuring cases beginning in 1999. I have provided testimony submitted on behalf of the OCA on service quality and low-income program issues associated with recent electric and natural gas distribution company mergers. With respect to issues relating to retail market competition policies, I testified on behalf of the OCA on policies that should govern the planning and acquisition of Default Service for residential customers and on proposals to adopt Purchase of Receivables (POR) programs, Customer Referral Programs, and other "retail market enhancement" programs for electric and natural gas utilities, including FirstEnergy distribution companies, Duquesne Light Co., PPL Energy (both gas and electric service), PPL Electric, UGI Utilities, Columbia Gas of Pennsylvania, T.W. Phillips Gas and Oil Co. and Peoples Natural Gas. I testified on behalf of the OCA in PPL Electric's prior Default Service Program proceedings with regard to retail market programs. My updated CV with the specific identification of these proceedings is attached as Exhibit BA-1.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. I am testifying on behalf of the OCA with respect to the proposal by PPL Electric Utilities Corporation (PPL) to continue its current Standard Offer Program (SOP) and PPL's proposal to implement its Customer Assistance Program (CAP) Shopping Program.

Q. PLEASE SUMMARIZE YOUR CONCLUSIONS AND RECOMMENDATIONS FOR PPL'S STANDARD OFFER PROGRAM.

A. With regard to the PPL's Standard Offer Program, I recommend that PPL implement the following reforms:

- PPL's proposed guidelines for presentation of the SOP by its customer service representatives should be approved.
- PPL should inform customers who agree to hear more about the program that the call is being transferred to PPL's agent, Hansen, who will offer more detailed information about the program.
- PPL must immediately change the Hansen script to require that the customer gives affirmative consent to enroll with a specific supplier and not merely asked if they are "interested in the program."
- PPL's web-based presentation of the SOP should be reformed to include all the required disclosures reflected in the Commission's previously approved FirstEnergy SOP scripts prior to offering enrollment with a supplier to the customer.
- PPL's analysis of the prices paid by SOP customers after the 12-month SOP contract documents that the renewal process implemented by suppliers typically results in significant harm to SOP customers in the form of higher prices that vastly exceed the PTC. I recommend that PPL's proposal to require that customers who enter SOP contracts should automatically be returned to default service unless the customer affirmatively enrolls with a supplier (whether the SOP supplier or another supplier) be adopted. Once returned to default service, the customer can then re-enroll in the SOP, remain with default service, or sign up with any supplier. PPL's proposal includes customer notifications from PPL as to the customer's options. This approach fulfills the intended purpose of the SOP which is to expose the customer to the retail energy market and then allow the customer's experience

to inform the customer's future actions. The extremely high prices that PPL discovered for customers who remained with their SOP supplier in a renewal contract cannot be justified and, if not prevented, will harm PPL's reputation as well as that of the retail energy market generally.

Q. PLEASE SUMMARIZE YOUR RECOMMENDATIONS FOR PPL'S PROPOSED CAP SHOPPING PROGRAM.

A. With regard to PPL's proposed CAP Shopping Program, I agree with that PPL's recommendation that CAP customers should be served by default service is a reasonable approach. However, I recommend that PPL's proposal be implemented with the following conditions:

- It appears that PPL assumes that the CAP SOP program should be terminated. While not specifically recommended, this program should be terminated. It does not conform to the essential consumer protection reflected in the Commission's statements to date that CAP customers should not pay more than the PTC at any month during an EGS contract. The 7% discount required for the SOP contract allows for the potential that the CAP customer will pay more than the PTC. In fact, that has occurred in the non-CAP SOP as I documented in PPL's prior DSP proceedings. In addition, it would be unnecessarily complicated for PPL to communicate to its CAP customers about two different CAP shopping policies and programs.
- PPL should not implement its proposal to remove customers from CAP or deny the CAP program to customers who have not affirmatively terminated their EGS contracts. Rather, PPL should follow the directives that were ordered by the Commission to resolve

this same concern in its CAP SOP Implementation Order.[1] In that Order, the Commission allowed customers on a fixed-duration contract to remain with the supplier until the expiration date of the contract or when the contract is terminated for any reason, whichever comes first, and required the supplier to return the customer to default service. Customers with a month-to-month contract must be dropped by the supplier to default service within 120 days after the customer is enrolled in CAP. PPL should communicate with these customers and inform them of their right to return to default service even sooner. These policies appropriately shift the burden to the supplier to return the CAP customer to default service.

- I also recommend that prior to any approval of my recommendations in this proceeding, PPL should eliminate any EGS from its CAP SOP program who is found not to have complied with the program's requirements. Any EGS that seeks to contest such a decision can appeal to the Commission.

II. BACKGROUND ON THE STANDARD OFFER PROGRAM

Q. PLEASE DESCRIBE THE GENESIS OF THE STANDARD OFFER PROGRAM.

A. The Commission issued its Final Order concerning proposals for its Intermediate Work Plan to adopt retail market enhancements on March 2, 2012.[2] This Order contained recommendations concerning how the Electric Distribution Companies (EDCs) should implement several market enhancement programs, including the Standard Offer Customer

[1] PPL Default Service Program for June 1, 2017 through May 31, 2021, Docket No. P-2016-2526627, Final Order (February 8, 2018).
[2] Investigation of Pennsylvania's Retail Electricity Market: Intermediate Work Plan, Docket No. I-2011-2237952, Final Order, (March 2, 2012) (Intermediate Work Plan Final Order).

Referral Program. The Commission's Order established the following key parameters for this Program[3]:

- "The terms and conditions of the standard offer must be presented to customers before they decide to enter the program." The enrollment by a customer will be on an "opt-in" or voluntary basis.
- Participating Electric Generation Suppliers (EGSs) must offer a 7% reduction in the Price to Compare (PTC) from the PTC in effect at the time of the offer.
- The contract term must be a minimum of four months and a maximum of twelve months.
- The EGS must not charge an early termination fee during the term of the Referral contract.
- The EGS must notify the participating customer at the end of the Referral Program term of options to continue service (without the obligation of the 7% discount) and that customers will remain with the EGS on a "month to month basis," unless the customer takes affirmative action to choose either a product offered by the EGS, a product offered by another EGS, or elects to move to Default Service.
- The "bulk" of the costs for this program must be borne by the participating EGSs.

Q. FOLLOWING THIS ORDER, HOW WAS THE SOP IMPLEMENTED BY PPL?

A. PPL's program has been reviewed and approved in all of the following DSP proceedings with various changes to the scripts used by PPL's customer representatives and PPL's third party agent who actually presents the program, obtains approval to participate in the

[3] Intermediate Work Plan Final Order at 31-32.

program, and enrolls customers with a supplier authorized by PPL to participate in this program. PPL requires EGSs to offer a fixed price agreement for 12 billing cycles to participating customers. The fixed price is set at 7% below the PTC in effect at the time of a customer's agreement to participate in the program.

Q. PLEASE DESCRIBE THE CURRENT STATUS OF THE COMMISSION'S DIRECTIVES ON THE SCRIPTS THAT THE EDCs SHOULD USE IN PRESENTING THE SOP.

A. The Commission issued an Order in the most recent FirstEnergy DSP proceeding that provided guidance on CAP Shopping programs and Referral Program scripts.[4] In this Order the Commission actually set forth specific script language.

> FirstEnergy Call Center Mover/New Service Script:
>
> Are you satisfied with what I have done for you today? I have completed your order. With your permission, I will transfer you and your order information to our vendor. They will provide you with a confirmation number, offer you potential rate savings through our Electric Choice Program, and help you to set up other services if needed."
>
> First Energy PTC and High Bill Calls Script:
>
> In Pennsylvania, you can choose the company that generates your electricity – also known as your electric supplier – without impacting the quality of your service. Would you like to speak to a representative who can offer you a potential rate savings by enrolling with an alternate supplier?

With regard to the third-party vendor that an EDC might contract with to enroll customers in this program, the Commission ordered:

> [CUSTOMER NAME], there are many registered electric suppliers doing business in the state of Pennsylvania and you have the option of choosing any of them. In an effort to encourage choice, the State Utility Commission has made the Standard Offer program available to you.
>
> The program offer is a 7 % discount off the current Price to Compare that you are currently paying with [EDC NAME] as your default service supplier. There are no fees for selecting an alternate supplier today or any penalties for changing suppliers before the 12 months are up.
>
> The current Price to Compare rate for [EDC NAME] is [X.XX] cents per kilowatt-hour. The rate for this

[4] Docket No. P-2017-2637855 et al. Order (February 28, 2019).

Standard offer is X.XXX cents per kilowatt-hour. The Standard Offer rate may be higher or lower than the price to compare and the percentage savings you will experience compared to [EDC NAME] supplier generation will vary as the price to compare changes. The price to compare changes quarterly in March, June, September and December, however your Standard Offer rate will remain fixed the same for 12 billing cycles and is the same no matter which participating supplier you select.

You can cancel this contract anytime without penalty and select another supplier or return to default service with [EDC NAME] for service at the Price To Compare. I can enroll you with an approved supplier of your choice from our list or I can select one for you. Do you have questions? Do you agree to be enrolled with a supplier for this program?

(NOTE: The underlining reflects the Commission's changes from its prior Tentative Order.]

In addition, the Commission issued a Secretarial Letter on January 23, 2020 to give direction to the EDCs about certain aspects of the implementation of Default Service.[5] In this Secretarial Letter the Commission referenced SOP Referral Scripting and directed the EDCs to the scripting language included in the FirstEnergy DSP Order quoted above, stating, "We suggest that EDCs, when preparing their upcoming DSP filings, review the Commission's actions in the above noted FirstEnergy proceeding and to include in their filings analysis of their SOPs, the current scripting, and any proposed scripting that adequately informs customers about the SOPs while maintaining important safeguards and protections."[6] As a result, I interpret this language to allow for an evaluation of the EDC's "analysis" of its SOP and an evaluation as to whether the scripting maintains important safeguards and protections.

III. ANALYSIS OF PPL'S IMPLEMENTATION OF THE SOP AND PROPOSALS IN THIS PROCEEDING

Q. WHAT ARE THE SCRIPTS THAT PPL CURRENTLY USES TO PRESENT THE SOP?

A. PPL offers the SOP to new and moving customers after setting up the new account, those

[5] Investigation into Default Service and PJM Interconnection, LLC Settlement Reforms, Docket M-2019-3007101 (January 23, 2020).
[6] Ibid., at 10.

who actively inquire about customer choice, and other eligible customers who contact the call center with the exception of those calling with regard to an emergency or for termination of service.[7] The PPL customer service representative is instructed to make the following statement after the reason for the customer's transaction with PPL has been completed:

> In Pennsylvania, you can choose the supplier that provides your electricity without impacting the quality of service provided by PPL Electric. PPL Electric is sponsoring a program called the Standard Offer Program that may be able to offer you a potential savings opportunity by enrolling with an electric generation supplier. Would you like to hear more?[8]

Q. WHAT IS PPL'S THIRD-PARTY AGENT INSTRUCTED TO INFORM CUSTOMERS ABOUT THIS PROGRAM?

A. PPL's third-party agent is Hansen.[9] The current training and scripting materials provided by PPL to Hansen require the agent to use the following scripts:

[7] PPL Response to OCA-I-2.
[8] PPL Response to OCA-I-1, Attachment 1.
[9] PPL's prior agent was PPL Solutions.

Standard Offer

Account Information

Caller Name: [redacted] Account Number: [redacted] Consent:
Address: Primary Phone:
Yes Update

Hi, my name is [Your Name]. I understand you would like to learn more about the Standard Offer Program. Is that correct? PPL Electric is responsible for delivering your electric. The actual generation of the electric you receive can be provided by PPL Electric or a participating supplier of your choice. The Standard Offer Program offers a fixed price of 7.098 cents/kWh for one year provided by an Electric Generation Supplier. The fixed Standard Offer Program price provides a 7% discount off of today's Price to Compare which is 7.632 cents/kWh. PPL Electric's Price to compare changes on June 1st and December 1st each year. The Standard Offer Program price will not change during the 12 monthly bills, but the Price to Compare could be higher or lower than the Standard Offer Program during this period when it changes.

Are you interested in the standard offer?

Yes No

Next Cancel

In the next screen the Hansen representative selects a supplier, either one the customer identifies or one from the list of eligible suppliers. Following the identification of the supplier, the next screen provides the following disclosure:

Standard Offer

Account Information

Caller Name: [redacted] Account Number: [redacted] Consent:
Address: Primary Phone:
Yes Update

Ok, I will set your account up for the Standard Offer rate. A supplier will be assigned to you and you will receive information from them to confirm your enrollment. The rate is 7.098 cents/kWh. There are no cancellation fees under the Standard Offer Program, so you may select a different supplier at any time during or after the 12 month period. At the conclusion of the Standard Offer Program annual term, your assigned Electric Generation Supplier will send you renewal notices including terms and conditions.

Previous Submit

The last screen has the representative state, "Thank you for calling and for being a valuable PPL customer. It was nice talking to you today. Have a great day!"

Q. DID PPL SUBMIT PROPOSED REVISIONS TO THE SOP SCRIPTS IN THIS PROCEEDING?

A. Yes. PPL Witness Michelle LaWall-Schmidt[10] submitted SOP Scripting Guidelines (MLS-1) and Revised Third Party Vendor Scripts (MLS-2). Ms. LaWall-Schmidt recommends that PPL eliminate the required scripts used by the PPL customer service representatives and use "guidelines" to navigate through the SOP process so that the representatives can engage in conversations with customers if the customer is confused or needs more explanation. PPL also proposes to update the third party scripts to reflect changes made to the SOP recommended in this proceeding.[11] Ms. LaWall-Schmidt proposes the change in this approach to explaining the SOP as due to the need to be able to respond to a customer's individual circumstances and that the rigid use of the scripts have led to customer confusion and dissatisfaction with the interaction between PPL and the customer.[12] PPL Witness Michelle LaWall-Schmidt states that its existing scripts are already designed to communicate "all of the key themes presented by the Commission in the FirstEnergy Order."[13] However, she proposes a change to eliminate the strict wording of the previously approved scripts and rely on guidelines that will include all the information that is in the current scripts but allow a more customer-specific conversation.[14]

Q. WHAT IS YOUR OPINION OF THE GUIDELINES PROPOSED BY PPL IN MLS-1?

A. I agree with the guidelines. This document reflects the material terms of the SOP and includes the key aspects of the program in terms of the initial rate discount, the 12-month

[10] Direct Testimony of Michelle LaWall-Schmidt, PPL Statement No. 4.
[11] Ibid., at 6.
[12] Ibid., at 17.
[13] Ibid., at 7.
[14] Ibid., at 18.

contract term, the information about the changes to the PTC, as well as the substantive change in the program about returning to default service as proposed by PPL and that I will discuss next. These guidelines indicate that the PPL customer service representative will be empowered to explain more about the program prior to transferring the customer to Hansen for more details and possible enrollment. Based on my experience in reviewing SOP scripts for all the Pennsylvania EDCs over many years, the conversational approach recommended by PPL is more likely to result in a clearer customer understanding of the program and obtain the customer's interest and willingness to participate prior to transferring the call to a third-party agent.

Q. WHAT IS YOUR VIEW OF PPL'S PROPOSED GUIDELINES FOR THE SCRIPTS USED BY PPL'S AGENT, HANSEN, IN MLS-2?

A. I will discuss the substantive change to the SOP recommended by PPL below, but the script language and disclosures contained in MLS-2 generally track the current script in use by Hansen and add information that is specifically designed to respond to a customer who is currently served by an EGS and who may be required to pay an early termination fee to the prior supplier in order to enter the SOP. These statements generally track the FirstEnergy scripts with a significant exception. The Hansen representative now and as proposed in MLS-2 asks the customer, "Are you interested in the standard offer?" That is the only evidence of the customer's agreement reflected in these scripts. While that question is useful to allow the customer the option to decline further information and end the call, it is not sufficient to record the customer's authorization to enroll with a specific EGS. At no point in the current or proposed script is the customer asked to agree to enroll with a specific supplier and I recommend that the current or any reformed future script include a specific question and answer on that crucial point prior to the finalization of the customer's enrollment with a supplier.

Q. HAS PPL UNDERTAKEN ANY ANALYSIS OF WHETHER CUSTOMERS UNDERSTAND THE MATERIAL TERMS AND CONDITIONS FOR THIS PROGRAM?

A. Yes. PPL has conducted a survey to explore customer understanding of the program based on the scripts it uses, particularly about whether the 7% bill discount is fixed and how it relates to changes in the Price to Compare (PTC).[15] Conducted in February 2017, this survey had a 4% response rate (3,440 customers), which is a robust response for surveys of this type. The survey results confirm that a large majority (66%) of customers do not have a good understanding of the SOP; 56% did not feel that the program resulted in cost savings; 61% are not aware of the difference between the SOP price and the PTC; 58% did not know that the PTC changes every six months; 55% did not understand that the SOP was a 12-month fixed price that is 7% less than the PTC at the time of the referral; and 52% did understand (but 48% did not understand) that they could terminate the SOP contract or enroll with another supplier at any time without penalty. These survey results indicate that customers do not understand the basic features of the SOP and support PPL's proposal to engage in more of a conversation with customers to explain the program.

Q. HAS PPL RECEIVED COMPLAINTS FROM CUSTOMERS ABOUT THE SOP?

A. Yes. PPL received 77 informal PUC complaints over the last two years, as well as a high volume of internally escalated calls. In addition, PPL has logged calls from customers who have complained about high supplier prices after the end of their 12-month SOP contract.

[15] PPL Response to OCA-I-11, Attachment 1.

PPL receives these communications as "high bill" calls from customers.[16]

Q. PPL PROPOSES A SIGNIFICANT CHANGE TO THE SOP WITH REGARD TO THE POST-SOP CONTRACTS. PLEASE EXPLAIN.

A. As a result of the customer complaints and the results of the customer survey described above, PPL initiated an analysis of the prices charged to customers after their 12-month SOP contracts. PPL found evidence that customers who remained with the SOP supplier after the SOP contract were being charged extremely high prices, as reflected in the logs of customers who called PPL to complain about their high PPL bill. PPL's analysis studied customers who enrolled in the SOP from 2015 through 2019 and showed that 58% of these customers continued to be served under the rolled over contract with their prior SOP supplier.[17] Most importantly, those customers who were rolled over into contracts with their prior SOP supplier paid a rate for generation supply service far in excess of the PTC—89% paying 10% or more above the PTC and 50% paying 25%-50% above the PTC.[18]

Q. WHAT DOES PPL RECOMMEND IN LIGHT OF THIS INFORMATION ABOUT HIGH SUPPLIER PRICES CHARGED TO CUSTOMERS WHO WERE ROLLED OVER INTO NEW SUPPLIER CONTRACTS AT THE END OF THE SOP CONTRACTS?

A. PPL proposes that when a customer's SOP contract expires that the customer automatically be transferred to default service as of the start date of the new DSP in 2021. Obviously if customers affirmatively enroll with an EGS after the SOP, that enrollment should be honored. But PPL is proposing that customers who remain silent in the face of renewal

[16] PPL Response to OCA-I-12, Attachment 1 (**Highly Confidential,** showing the actual prices charged by specific EGSs**)**
[17] PPL Statement No. 4, at 9.
[18] Ibid., at 11.

notices from the SOP supplier should not be rolled over into a new EGS contract because the evidence is that the vast majority of these customers will experience significantly higher prices compared to the SOP or the PTC. PPL also proposes communications directly to SOP customers toward the end of the SOP contract to inform them of their rights and the new SOP policy.

Q. DO YOU AGREE WITH PPL'S CONCERN WITH RESPECT TO THE RENEWAL OF SOP CONTRACTS?

A. Yes. This situation, if not resolved properly, will harm the reputation of PPL and the retail energy markets generally. The supplier prices identified in PPL's analysis of charges to customers based on negative option renewals of SOP contracts cannot be justified since those prices are far in excess of the PTC, far in excess of prices advertised on PaPowerSwitch, and raise the suspicion that these prices reflect the supplier's attempt to gain revenues lost as a result of the lower priced SOP contracts.

Q. PLEASE IDENTIFY YOUR CONCERNS WITH PPL'S WEB BASED METHOD TO ENROLL IN THE SOP.

A. While I do not object to a web-based option to enroll in the SOP, PPL's web-based disclosures do not reflect the basic requirements of the FirstEnergy SOP scripts. Because a conversation is not possible, the written disclosures must be presented in full prior to a customer's selection of a supplier. The web portal should ensure that there is a record of a customer's agreement with all the program's features prior to enrolling a customer with a supplier. Of particular concern is that the disclosures never inform the customer that the SOP contract rate is fixed but that the PTC will change every six months. As a result, the customer is misled into assuming that the SOP contract will provide a discount of 7%

during the 12-month term of the contract.[19] I recommend that PPL revise its web-based enrollment to ensure that all the required disclosures as set forth in the approved FirstEnergy SOP scripts are provided to the customer prior to enrolling with a specific supplier.

Q. SHOULD PPL'S SOP OPTION FOR CAP CUSTOMERS CONTINUE?

A. No. PPL implemented a CAP version of the SOP that was approved in the last DSP. This program operates when one or more suppliers agree to serve CAP customers at a 7% discount compared to the PTC in effect at the time of enrollment. In light of PPL's recommendation that CAP customers be served by default service, there is no need for this CAP SOP. Furthermore, the CAP SOP program conditions retain the potential that the CAP customers will pay more than the PTC during the term of the SOP contract, a risk that should not be allowed to continue.

IV. RECOMMENDATIONS AND REFORMS FOR THE STANDARD OFFER PROGRAM

Q. PLEASE SUMMARIZE YOUR RECOMMENDATIONS WITH REGARD TO PPL'S SOP AT THIS TIME.

A. I recommend that PPL implement the following reforms and initiatives as a condition of continuing the SOP:

- PPL's proposed guidelines for presentation of the SOP by its customer service representatives should be approved.
- PPL should inform customers who agree to hear more about the program that the

[19] PPL Response to OCA-I-5, Attachment 1 includes the web-based pages that a customer must access to enroll with a supplier in the SOP.

call is being transferred to PPL's agent, Hansen, who will offer more detailed information about the program.

- PPL must immediately change the Hansen script to require that the customer's gives affirmative consent to enroll with a specific supplier and not merely asked if they are "interested in the program."
- .
- PPL's web-based presentation of the SOP should be reformed to include all the required disclosures reflected in the Commission's previously approved FirstEnergy SOP scripts prior to the customer's agreement to enroll with a supplier.
- PPL analysis of the prices paid by SOP customers after the 12-month SOP contract documents that the renewal process implemented by suppliers typically results in significant harm to SOP customers in the form of higher prices that vastly exceed the PTC. I recommend that PPL'S proposal to require SOP suppliers to automatically return customers to default service unless the customer affirmatively enrolls with a supplier (whether the SOP supplier or another supplier) should be adopted, as well as PPL's proposed customer communications to SOP customers at the end of their SOP contracts.

V. PPL'S PROPOSED CAP SHOPPING PROGRAM

Q. PLEASE SUMMARIZE PPL'S EXPERIENCE WITH CAP[20] CUSTOMER CHOICE PROGRAMS.

A. CAP customers have been able to enroll with an EGS since January 2010. However, when these customers pay a price for generation supply service that is greater than the PTC, those

[20] PPL's Customer Assistance Program (CAP) is called OnTrack. I refer to this program as CAP in my testimony.

higher bills result in harm to CAP customers and to residential ratepayers who support the universal service programs in their distribution service rates. PPL studied the CAP customer experience with EGSs in DSP IV and documented that over a 34-month period an average of 49% of CAP customers enrolled with an EGS and that 55% of those customers paid more than the PTC with an average monthly $31 increase compared to the PTC for generation supply service.[21] As a result, PPL was approved to offer CAP customers a SOP contract as of June 2017. This CAP SOP eliminated the option for a CAP customer to enroll with an EGS unless the EGS contract reflected the CAP SOP features, namely offer a 7% discount off the PTC at the time of enrollment and the elimination of the negative option renewal feature so that these customers were returned to default service and eligible for a new CAP SOP contract at the end of the 12-month SOP contract. According to PPL, the number of EGSs willing to participate in this CAP SOP contract option have been minimal and those who have participated did so for only a short period of time.[22] As of March 2020, only one EGS was participating in the CAP SOP.[23] During the period January 2018 through April 2020, a total of 5,683 customers enrolled in the CAP SOP.[24]

Q. ARE CURRENT CAP CUSTOMERS ENROLLED WITH AN EGS EVEN THOUGH THE CAP SOP WAS INACTIVE DUE TO LACK OF SUPPLIER PARTICIPATION?

A. Yes. PPL Witness Stumpf reports that 7,975 CAP customers were served by an EGS as of January 2020, having (apparently) signed up with an EGS prior to entering the CAP

[21] Direct Testimony of Melinda Stumpf, PPL Statement No. 3, at 6.
[22] Ibid., at 8.
[23] Ibid., at 9.
[24] PPL Response to OCA-I-9, Attachment 1.

program.[25] These customers are typically paying a higher price for generation supply service compared to the PTC. PPL's analysis shows that over 60% of CAP customers enrolled with an EGS pay higher than the PTC and that the amount in excess of the PTC far outweighs the relatively small savings of those who are paying less than the PTC. In fact, the net incremental costs above the PTC paid by CAP customers from 2013 through early 2020 totals $30,331,232 and over $3.5 million for the 2018-2019 period.[26]

Q. WITH REGARD TO THE CAP SOP PROGRAM, DOES PPL OVERSEE THE RATES PAID BY CAP CUSTOMERS AT THE END OF THE SOP CONTRACT?

A. According to PPL Witness Stumpf, PPL has received complaints from CAP customers that document that they were not dropped and returned to default service at the end of the CAP SOP contract term, a violation of the CAP SOP, but that PPL does not take any affirmative action to oversee EGS actions in this regard.[27] I do not agree with PPL's apparent inaction to pursue these violations of its own program.

Q. PLEASE DESCRIBE PPL'S PROPOSED CAP SHOPPING PROGRAM IN LIGHT OF THE COMMISSION'S PROPOSED POLICY STATEMENT ISSUED IN FEBRUARY 2019.

A. PPL proposes that, as of June 1, 2021, customers who seek to enroll in their CAP program must be on default service. PPL also proposes that additional communications will be implemented to inform CAP customers of the need to terminate any existing EGS contract prior to enrolling in CAP. Customers will be informed that they will be enrolled in the CAP only if they terminate their EGS contract. The failure of the CAP customers to

[25] PPL Statement No. 3, at 8.
[26] Ibid., at 12, 13.
[27] Ibid., at 14.

terminate the EGS contract will result in their denial of enrollment in CAP. For those customers already enrolled with an EGS, PPL proposes that those CAP customers can remain with CAP until their EGS contract expires or upon the customer's need to re-enroll in CAP.[28]

Q. DO YOU AGREE WITH THIS PROPOSAL BY PPL WITH REGARD TO CAP SHOPPING?

A. I agree that PPL's recommendation that CAP customers be served on default service is a reasonable means to ensure the protections the Commission has recognized as essential for CAP customers and other ratepayers. PPL's recommendation reflects its own experience with the CAP SOP that has not attracted sufficient EGSs to justify the expenses associated with a more complex program. This approach reflects the easiest and least costly approach to ensure that CAP customers are not harmed by EGS contracts that are more expensive than the PTC approved by the Commission for default service. However, there are aspects of PPL's proposal that should be revised.

Q. WHAT CHANGES TO PPL'S PROPOSED CAP SHOPPING POLICY DO YOU RECOMMEND?

A. I have three suggestions:

- It appears that PPL assumes that the CAP SOP program should be terminated. While not specifically recommended, this program should be terminated. It does not conform to the essential consumer protection reflected in the Commission's statements to date that CAP customers should not pay more than the PTC at any month during an EGS contract. The 7% discount required for the SOP contract allows for the potential that the

[28] Ibid., at 17.

CAP customer will pay more than the PTC. In fact, that has occurred in the non-CAP SOP as I documented in PPL's prior DSP proceedings. In addition, it would be unnecessarily complicated for PPL to communicate to its CAP customers about two different CAP shopping policies and programs.

- PPL should not implement its proposal to remove or deny the CAP program to customers who have not affirmatively terminated their EGS contracts. Rather, PPL should follow the directives that were ordered by the Commission to resolve this same concern in its CAP SOP Implementation Order.[29] In that Order, the Commission allowed customers on a fixed-duration contract to remain with the supplier until the expiration date of the contract or when the contract is terminated for any reason, whichever comes first, and required the supplier to return the customer to default service. Customers with a month-to-month contract must be dropped by the supplier to default service within 120 days after the customer is enrolled in CAP. PPL should communicate with these affected customers to inform them that they can return to default service without penalty at any time during this 120-day period.

- I also recommend that prior to any approval of my recommendations in this proceeding, PPL should eliminate any EGS from its CAP SOP program who is found not to have complied with the program's requirements. Any EGS that seeks to contest such a decision can appeal to the Commission.

Q. DOES THIS COMPLETE YOUR TESTIMONY AT THIS TIME?

A. Yes. However, I reserve the right to supplement my testimony if additional information so

[29] PPL Default Service Program for June 1, 2017 through May 31, 2021, Docket No. P-2016-2526627, Final Order (February 8, 2018).

warrants.

Exhibit BA-1

BARBARA R. ALEXANDER
BARBARA ALEXANDER CONSULTING LLC

83 Wedgewood Dr.
Winthrop, ME 04364

Telephone: (207)395-4143
E-mail: barbalex@ctel.net

Recent Clients:

The Utility Reform Network (TURN) (California)
Pennsylvania Office of Consumer Advocate
Public Counsel Unit, Attorney General, Washington
Arkansas Attorney General
The Public Utility Project of New York
Ohio Office of Consumer Counsel
District of Columbia Office of People's Counsel
Delaware Division of Public Advocate
Maryland Office of People's Counsel

Areas of Expertise:

- Default Service, Consumer Protection, Service Quality, and Universal Service policies and programs associated with the alternative rate plans and mergers;

- Consumer Protection and Service Quality policies and programs associated with the regulation of competitive energy and telecommunications providers;

- The regulatory policies associated with the regulation of Credit, Collection, Consumer Protection, Low Income, and Service Quality programs and policies for public utilities;

- Customer Education and Rate design and pricing policies applicable to residential customers; and

- Advanced Metering Infrastructure and Grid Modernization costs and benefits, time-based pricing proposals, and performance standards.

Prior Employment

DIRECTOR

1986-96

Consumer Assistance Division
Maine Public Utilities Commission — *Augusta, Maine*

One of five division directors appointed by a three-member regulatory commission and part of commission management team. Direct supervision of 10 employees, oversight of public utility consumer complaint function, appearance as an expert witness on customer services, consumer protection, service quality and low income policy issues before the PUC. Chair, NARUC Staff Subcommittee on Consumer Affairs.

SUPERINTENDENT

1979-83

Bureau of Consumer Credit Protection
Department of Professional and Financial Regulation *Augusta, Maine*

Director of an independent regulatory agency charged with the implementation of Maine Consumer Credit Code and Truth in Lending Act. Investigations and audits of financial institutions and retail creditors, enforcement activities, testimony before Maine Legislature and U.S. Congress.

Education

JURIS DOCTOR

1973-76

University of Maine School of Law *Portland, Maine*

Admitted to the Bar of the State of Maine, September 1976. Currently registered as "inactive."

B.A. (WITH DISTINCTION) IN POLITICAL SCIENCE 1964-68
University of Michigan *Ann Arbor, Michigan*

Publications and Testimony

"How to Construct a Service Quality Index in Performance-Based Ratemaking", The Electricity Journal, April, 1996

"The Consumer Protection Agenda in the Electric Restructuring Debate", William A. Spratley & Associates, May, 1996

Direct Testimony on behalf of the Telecommunications Workers Union, Telecom Public Notice 96-8, Price Cap Regulation and Related Issues, Canadian Radio-Television and Telecommunications Commission, September, 1996. [Analysis of and recommendations concerning the need to regulate service quality in move to price cap regulation]

Direct Testimony on behalf of Public Counsel Section, Office of Attorney General, Docket No. UE-960195, Application by Puget Sound Power and Light Co. And Washington Natural Gas Co. For Approval of Merger), Washington Utilities and Transportation Commission, September, 1996 [Need for and design of a Service Quality Index for both electric and gas business units as part of a multi-year rate plan]

Consumer Protection Proposals for Retail Electric Competition: Model Legislation and Regulations", Regulatory Assistance Project, Gardiner, ME, October, 1996

Direct and Rebuttal Testimony on behalf of the Citizens Utility Board (IL), Docket 96-0178, Illinois Commerce Commission, CUB v. Illinois Bell Telephone Co., January 22, 1997; July, 1997. [Analysis of recent service quality performance and recommendations for changes in current service quality performance plan]

Direct and Surrebuttal Testimony on behalf of the Pennsylvania Office of Consumer Advocate, Restructuring Proceedings before the Pennsylvania PUC: PECO Energy; Pennsylvania Power and Light Co.; GPU Energy; Duquesne Light Co.; West Penn Power Co., UGI-Electric, Pennsylvania Power Co., Pike County Light and Power Co. (1997 and 1998). [Specific consumer protection, consumer education and supplier-utility-customer interactions necessary for move to electric restructuring]

"The Transition to Local Telecommunications Competition: A New Challenge for Consumer Protection", Public Counsel Section, Washington Attorney General, October, 1997. [Reprinted in part in NRRI Quarterly Bulletin, Vol. 19, N0.1, Spring, 1998]

Direct and Surrebuttal Testimony on behalf of the New Jersey Division of Ratepayer Advocate, Restructuring Proceedings before the New Jersey Board of Public Utilities: Public Service Electric and Gas, Jersey Central (GPU), Rockland Electric Co., Atlantic Electric Co., March-April, 1998. [Phase-in and customer enrollment, Code of Conduct, consumer protections associated with the provision of Provider of Last Resort service]

Oppenheim, Gerald (NCLC) and Alexander, Barbara, Model Electricity Consumer Protection Disclosures, A Report to the National Council on Competition and the Electric Industry, April 1998.

Direct and Reply Testimony on behalf of the Maryland Office of People's Counsel, Investigation into Certain Unauthorized Practices (Slamming and Cramming), Case. No. 8776, before the Maryland Public Service Commission, 1998 and 1999.

Direct Testimony on behalf of the Maryland Office of People's Counsel, Universal Service Issues, Case No. 8745, before the Maryland Public Service Commission, November 20, 1998.

"Cramming is the Last Straw: A Proposal to Prevent and Discourage the Use of the Local Telephone Bill to Commit Fraud," NRRI Quarterly Bulletin, Fall. 1998.

Alexander, Barbara, Retail Electric Competition: A Blueprint for Consumer Protection, U.S. Department of Energy, Office of Energy and Renewable Energy, Washington, D.C., October 1998.

Alexander, Barbara, "Consumer Protection Issues in Electric Restructuring for Colorado: A Report to the Colorado Electricity Advisory Panel," on behalf of the Colorado Office of Consumer Counsel, February 1999.

Testimony on Proposed Interim Rules (Consumer Protection, Customer Enrollment, Code of Conduct, Supplier Licensing) on behalf of the New Jersey Division of Ratepayer Advocate before the New Jersey BPU, May 1999.

Direct Testimony on behalf of AARP, West Virginia PUC Investigation into Retail Electric Competition (consumer protection, universal service, Code of Conduct), June 15, 1999.

Direct and Surrebuttal Testimony on behalf of the Pennsylvania OCA, Natural Gas Restructuring proceedings (8 natural gas utilities): consumer protection; consumer education; code of conduct, before the Pennsylvania PUC, October 1999-April 2000.

Comments on Draft Rules addressing Slamming and Cramming (Docket No. RMU-99-7) on behalf of the Iowa Office of Consumer Advocate, before the Iowa Utilities Board, October 1999.

Alexander, Barbara, "Door to Door Sales of Competitive Energy Services," LEAP Letter, January-February 2000 [Wm. A. Spratley & Associates, Columbus, OH]

Direct Testimony on behalf of the Maine Office of Public Advocate, Central Maine Power Company Alternative Regulation Plan [Docket 99-666] on service quality issues, before the Maine PUC, May 2000.

Direct Testimony on behalf of AARP, Universal Service Programs and Funding of low-income programs for electric and natural gas service, before the New Jersey Board of Public Utilities, Docket No. EX000200091, July, 2000.

Comments (on behalf of NASUCA and AARP) on Uniform Business Practices Reports, May and September 2000.

Direct Testimony on behalf of the Pennsylvania OCA, Verizon-Pennsylvania Structural Separation Plan on service quality, customer service and consumer protection issues [Docket No. M-00001353] before the Pennsylvania PUC, October 2000.

Direct and Rebuttal Testimony on behalf of the Maine Office of Public Advocate, Verizon-Maine Alternative Form of Regulation on service quality issues [Docket No. 99-851] before the Maine PUC, January and February 2001.

Direct and Rebuttal Testimony on behalf of the Citizens Utility Board, Nicor Gas Customer Select Pilot Program, on consumer protection and regulation of competitive natural gas suppliers [Docket Nos. 00-0620 and 00-0621] before the Illinois Commerce Commission, December 2000 and February 2001.

Direct and Surrebuttal Testimony on behalf of the Pennsylvania Office of Consumer Advocate on consumer protection and service quality issues associated with the pending merger between GPU Energy and FirstEnergy, before the Pennsylvania PUC, Docket Nos. A-110300F0095 and A-110400F.0040 (February and March, 2001)

Direct and Surrebuttal Testimony on behalf of the New Jersey Division of Ratepayer Advocate on consumer protection, service quality, and universal service issues associated with the pending merger between GPU Energy and FirstEnergy, before the New Jersey Board of Public Utilities, Docket No. EM00110870 (April 2001).

Alexander, Barbara, "Default Service: What Should be Done When the Experiment Goes Awry?" (April 2001)

Responsive Testimony on behalf of the New Jersey Division of Ratepayer Advocate on service quality issues associated with a Plan for Alternative Regulation by Verizon-New Jersey, before the New Jersey Board of Public Utilities, Docket No. To01020095 (May 2001).

Direct and Surrebuttal Testimony on behalf of the New Jersey Division of Ratepayer Advocate on service quality, consumer protection, and universal service issues associated with the pending merger between Conectiv and Pepco, before the New Jersey Board of Public Utilities, BPU Docket No. EM101050308 (September and November 2001).

Direct Testimony on behalf of the Public Interest Advocacy Centre (and others) on service quality regulation in the context of price cap rate plans, before the Canadian Radio-Television and Telecommunications Commission, Docket No. CRTC 2001-37 (August 2001).

Alexander, Barbara, "Default Service: What Should be Done when the Experiment Goes Awry?" An Update to the April 2001 paper (October 2001).

Expert Witness Report, Sparks v. AT&T and Lucent Technologies, October 2001 [National class action lawsuit concerning the leasing of residential telephones]

Expert Witness Report, Brown v. Reliant Energy, November 2001 [Claim of negligence in death of elderly resident after disconnection of electric service]

Comments on behalf of the Pennsylvania Office of Consumer Advocate on consumer protection, disclosure, and education program Guidelines applicable to local exchange telephone competition, before the Pennsylvania PUC, January 2002.

Alexander, Barbara, "Default Service for Retail Electric Competition: Can Residential and Low-Income Customers be Protected When the Experiment Goes Awry?" (April 2002) Available at www.ncat.org/liheap/pubs/barbadefault3.doc

Comments on behalf of AARP before the California PUC on CARE (low income program) concerning Rapid Deployment, Rulemaking 01-08-027 (2001 and 2002).

Comments on behalf of Citizens Utility Board before the Illinois Commerce Commission on Proposed Rule to Allow the Use of Credit Scoring to Determine When a Deposit May be Required, ICC Docket No. 01-0644, June 24, 2002.

Comments on behalf of Consumer Groups before the Texas PUC on Rulemaking Proceeding to Amend Requirements for Provider of Last Resort Service, Docket No. 25360, June 28, 2002.

Direct Testimony on behalf of the New Jersey Division of Ratepayer Advocate before the Board of Public Utilities on Joint Petition of New Jersey-American Water Co. and Thames Water Aqua Holding for Approval of a Change in Control of New Jersey-American Water Co., Docket No. WM01120833, July 18, 2002.

Alexander, Barbara, Consumer Education Programs to Accompany the Move to Retail Electric Competition, prepared for the National Association of State Utility Consumer Advocates (NASUCA), July 2002. Available at www.nasuca.org

Direct Testimony on behalf of New Jersey Division of Ratepayer Advocate before the Board of Public Utilities on Petition of NUI Utilities d/b/a Elizabethtown Gas Co. for Approval of Increased Base Tariff Rates and Charges for Gas Service, Docket No. GR02040245, September 6, 2002.

Alexander, Barbara, An Analysis of Residential Energy Markets in Georgia, Massachusetts, Ohio, New York, and Texas, prepared for the National Energy Affordability and Accessibility Project, National Center for Appropriate Technology, September 2002. Available at www.ncat.org/neaap

Direct and Surrebuttal Testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania PUC on Philadelphia Gas Works' Gas Restructuring Filing, Docket No. M-00021612, September 2002 and November 2002.

Direct Testimony on behalf of Consumer Groups before the Texas PUC on Notice and Request of Mutual Energy CPL and Mutual Energy WTU for Approval of Changes in Ownership and Affiliation, Docket No. 25957, October 15, 2002.

Comments on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania PUC, Advanced Notice of Proposed Rulemaking for Revision of Chapter 54 Pertaining to Electric Generation Supplier Licensing, Docket No. L-00020158, March 5, 2003.

Direct and Surrebuttal Testimony on behalf of the New Jersey Division of Ratepayer Advocate before the New Jersey BPU on Jersey Central Power & Light's base rate case proceeding (service quality and reliability of service), Docket No. ER02080506, ERT02080507, and ER02070417, December 2002 and February 2003.

Alexander, Barbara, "Managing Default Service To Provide Consumer Benefits In Restructured States: Avoiding Short-Term Price Volatility" (National Center for Appropriate Technology, June 2003). Available at: http://neaap.ncat.org/experts/defservintro.htm

Comments and Reply Comments on behalf of New Jersey AARP before the New Jersey Board of Public Utilities on Basic Generation Service, Docket No. EO03050394 (August and September 2003).

Direct and Surrebuttal Testimony on behalf of the New Jersey Division of the Ratepayer Advocate before the New Jersey BPU on rate case proceedings for New Jersey-American Water Co., Elizabethtown Water Co., and Mt. Holly Water Co. (service quality and low-income programs and policies), Dockets Nos. WR03070509-WR03070511 (December 2003).

Comments on behalf of the Texas Legal Services Center and other Consumer Groups before the Public Utility Commission of Texas, Proposed Revisions to Chapter 25, Substantive Rules Applicable to Electric Service Providers, Project No. 27084 (December 2003).

Alexander, Barbara, "Natural Gas Price Volatility: Regulatory Policies to Assure Affordable and Stable Gas Supply Prices for Residential Customers," (2004), available at http://www.ncat.org/liheap/news/Feb04/gaspricevol.htm

Alexander, Barbara, "Montana's Universal Systems Benefit Programs and Funding for Low Income Programs: Recommendations for Reform: A Report to AARP" (January 2004).

Comments and Reply Comments on behalf of the Colorado Office of Consumer Counsel before the Public Utilities Commission of Colorado, In the Matter of the Proposed Repeal and Reenactment of all Rules Regulating Gas Utilities (Docket No. 03R-520G) and Electric Utilities (Docket No. 03R-519E) (February and September 2004).

Direct, Rebuttal, and Supplemental Testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania PUC, Petition of Duquesne Light Co. for Approval of Plan for Post-Transition Period POLR Services, Docket No. P-00032071 (February-April 2004).

Comments on behalf of AARP before the California PUC, Order Instituting Rulemaking on the Commission's Own Motion to Establish Consumer Rights and Consumer Protection Rules Applicable to All Telecommunications Utilities, R. 00-02-004 (March 2004).

Comments and Reply Comments on behalf of AARP before the Maine PUC, Inquiry into Standard Offer Supply Procurement for Residential and Small Commercial Customers, Docket No. 2004-147 (April 2004).

Comments on behalf of Wisconsin Citizens' Utility Board before the Wisconsin Public Service Commission's Gas Service Standards, Docket No. 1-AC-210 (July 2004).

Comments on behalf of the Colorado Office of Consumer Counsel before the Public Utilities Commission of Colorado, In the Matter of the Proposed Repeal and Reenactment of all Rules Regulating Telephone Utilities and Providers (Docket No. 03R-524T) (September 2004).

Direct Testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania PUC, Investigation if Metropolitan Edison Co., Pennsylvania Electric Co. and Pennsylvania Power Co. Reliability Performance, Docket no. I-00040102, [customer service and reliability performance] (June 2004).

Direct and Surrebuttal Testimony on behalf of the Vermont Department of Public Service before the Vermont Board of Public Utilities, Investigation into Successor Alternative Regulatory Plan for Verizon Vermont, Docket 6959 [Service Quality] (November 2004 and March 2005).

Alexander, Barbara, "Vermont Energy Programs for Low-Income Electric And Gas Customers: Filling The Gap" (November 2004), Prepared for AARP Vermont.

Direct and Surrebuttal Testimony on behalf of Wisconsin Citizens' Utility Board before the Wisconsin Public Service Commission, Application of Wisconsin Power and Light Co. for Authority to Increase Retail Electric, Natural Gas and Ripon Water Rates, Docket No. 6680-UR-114 [customer service, credit and collection programs and expenses, low income programs, fixed bill program] (April 2005).

Comments on behalf of the Maine Office of Public Advocate before the Maine Public Utilities Commission, Inquiry into Revisions to Chapter 81, Residential Utility Service Standards for Credit and Collection Programs, and Chapter 86, Disconnection and Deposit Regulations for Nonresidential Utility Service, Docket No. 2005-005 (April and May 2005).

Direct and Rebuttal Testimony on behalf of AARP Montana before the Montana Public Service Commission, Northwestern Energy Electric Cost Tracker, Docket No. D2004.6.90 [Default Service cost recovery policies and integration with low income programs] (December 2004 and July 2005).

Direct Testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania Public Utilities Commission, Joint Application of PECO Energy Co. and Public Service Electric and Gas Co. for Approval of the Merger of Public Service Enterprise Group, Inc. with and into Exelon Corporation, Docket No. A-110550F0160 [customer service, reliability of service, low income programs] (June 2005).

Direct Testimony on behalf of Illinois Citizens' Utility Board, City of Chicago, and Community Action for Fair Utility Practice, before the Illinois Commerce Commission, Petition to Initiate Rulemaking with Notice and Comment for Approval of Certain Amendments to Illinois Administrative Code Part 280 Concerning Deposit Requests and Deposit Refunds by Utilities, Docket No. 05-0237 (June 2005).

Direct Testimony on behalf of The Utility Reform Network (TURN) before the California Public Utilities Commission, Order Instituting Rulemaking on the Commission's Own Motion to Establish Consumer Rights and Consumer Protection Rules Applicable to All Telecommunications Utilities, Docket R-00-02-004 (August 2005).

Alexander, Barbara, <u>Red Flags for Consumer Protection Policies Governing Essential Electric and Gas Utility Services: How to Avoid Adverse Impacts on Low-Income Consumers</u>, prepared under contract with Oak Ridge National Laboratory Energy Division (October 2005).

Comments on behalf of Texas Office of Public Utility Counsel, Texas Legal Services Center, Texas Ratepayers' Organization to Save Energy and AARP Texas, before the Texas PUC, Evaluation of Default Service for Residential Customers and Review of Rules Relating to the Price to Beat and Provider of Last Resort, Project No. 31416 (March 2006) [Default service policies]

Rebuttal and Surrebuttal Testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania PUC, In the Matter of the Petition of the Pennsylvania Power Co. for Approval of an Interim Provider of Last Resort Supply Plan, Docket No. P-00052188 [Default Service policies] (December 2005 and January 2006).

Direct and Rebuttal Testimony on behalf of the Maine Office of Public Advocate before the Maine PUC, Investigation into Verizon Maine's Alternative Form of Regulation, Docket No. 2005-155 [Retail Service Quality] (January and May 2006).

Alexander, Barbara, "State Developments Changing for Default/Standard Retail Electric Service," <u>Natural Gas & Electricity,</u> September 2006.

Direct and Rebuttal Testimony on behalf of the Government and Consumer Parties (CUB, Attorney General of Illinois) before the Illinois Commerce Commission, Petition to Initiate Rulemaking with Notice and Comment for Approval of Certain Amendments to Illinois Administrative Code Part 280, Docket No. 06-0379 (May and September 2006). [Consumer Protection rules]

Direct Testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania PUC, In Re Application of UGI Utilities, Inc., UGI Utilities Newco, Inc., and Southern Union Co., Docket Nos. A-120011F2000, A-125146, A-125146F5000 (June 2006). [Customer Service, Service Quality, and Universal Services]

Direct and Rebuttal Testimony on behalf of the Maryland Office of People's Counsel before the Maryland PSC, In The Competitive Selection of Electricity Supplier/Standard Offer or Default Service for Investor-Owned Utility Small Commercial Customers and, Delmarva Power and Light and Potomac Electric Power Residential Customers, Case No. 9064 (August and September 2006). [Default Service policies]

Direct and Rebuttal Testimony on behalf of the Maryland Office of People's Counsel before the Maryland PSC, In The Matter of the Optimal Structure of the Electric Industry of Maryland, Case No. 9063 (October and November 2006). [Default service policies]

Comments on behalf of AARP Maine before the Maine PUC on various dockets and notices concerning the implementation of Standard Offer Service for residential customers, Docket Nos. 2006-314, 2006-557, and 2006-411 (July-November 2006). [Default service policies]

Comments on behalf of AARP District of Columbia before the District of Columbia PSC, In the Matter of the Development and Designation of Standard Offer Service in the District of Columbia, Case No. 1017 (2006). [Default service policies]

Comments on behalf of AARP New Jersey before the New Jersey Board of Public Utilities, In the Matter of the Establishment of a Universal Service Fund Pursuant to Section 12 of the Electric Discount and Energy Competition Act of 1999, Docket No. EX00020091 (August 2006) [Recommendations for USF program changes]

Direct and Rebuttal Testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania PUC, Joint Application of Equitable Resources, Inc. and the People's Natural Gas Co., d/b/a Dominion Peoples, for Approval of the Transfer of All Stock Rights of the Latter to the Former and for the Approval of the Transfer of All Stock of Hope Gas, Inc., d/b/a/ Dominion Hope to Equitable Resources, Inc., Docket No. A-122250F5000 (September and October 2006). [Customer Service, Service Quality, and Universal Service issues)

Direct Testimony on behalf of Pennsylvania Office of Consumer Advocate before the Pennsylvania PUC, Pennsylvania PUC v. Natural Fuel Gas Distribution Corp., Docket No. R-00061493 (September 2006) [Supplier Purchase of Receivables Program]

Direct Testimony on behalf of AARP Montana before the Montana Public Service Commission, Joint Application of NorthWestern Energy and BBI to purchase NorthWestern Energy, Docket No. 2006.6.82 [December 2006] [Conditions for approval of merger; low income and customer service programs]

Rebuttal Testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania PUC, Petition by PPL Electric Utilities Corp. for Approval of a Competitive Bridge Plan, Docket No. P-00062227 (December 2006) [Default Service policies]

Direct and Rebuttal Testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania PUC, Application of Duquesne Light Company for a Certificate of Public Convenience Under Section 1102(a)(3) of the Public Utility Code Approving the Acquisition of Duquesne Light Holding, Inc. by Merger, Docket A-110150F0035 (December 2006 and January 2007) [Conditions for approval of merger; low income and customer service programs]

Testimony before the House Least Cost Power Procurement Committee, Illinois General Assembly, on HB 1510, on behalf of AARP [March 22, 2007]

Rebuttal and Surrebuttal Testimony on behalf of Pennsylvania Office of Consumer Advocate before the Pennsylvania PUC, Petition of Duquesne Light Co. for Approval of Default Service Plan for January 1, 2008 to December 31, 2010, Docket No. P-00072247 [April 2007] [Default Service policies]

Comments and Reply Comments on behalf of AARP New Jersey before the Board of Public Utilities BGS Working Group concerning BGS procurement policies and proposed demand response program, (March-May 2007) [Default Service policies]

Comments on behalf of AARP New Jersey to the New Jersey BPU Staff on draft proposed USF regulations (May 2007) [Low income program design and implementation]

Alexander, Barbara, <u>Smart Meters, Real Time Pricing, And Demand Response Programs: Implications For Low Income Electric Customers</u> (May 2007)

Direct and Surrebuttal Testimony on behalf of Maine Office of Public Advocate before the Maine Public Utilities Commission, Re: Joint Application for Approvals Related to Verizon's Transfer of Property and Customer Relations to Company to be Merged with and into FairPoint Communications, Inc., Docket 2007-67 (July and September 2007) [Service Quality and Customer Service Conditions for Merger]

Testimony on behalf of AARP Montana before the Montana Public Service Commission, In the Matter of Montana Dakota Utilities Co., Public Service Commission Investigation and Direction on Electric and Natural Gas Universal System Benefits, Docket No. D2006.1.2 (July 30, 2007) [Design and funding for low income programs]

Direct and Surrebuttal Testimony on behalf of Maine Office of Public Advocate before the Maine Public Utilities Commission, Central Maine Power Co. Chapter 120 Information (Post ARP 2000) Transmission and Distribution Utility Revenue Requirement and Rate Design And Request for Alternative Rate Plan, Docket No. 2007-215 (August 30, 2007 and February 2008) [AMI deployment]

Direct and Reply Testimony on behalf of AARP Maryland before the Maryland Public Service Commission, In the Matter of the Commission's Investigation of Investor-Owned Electric Companies' Standard Offer Service for Residential and Small Commercial Customers in Maryland, Case No. 9117, Phase I and II (September 2007) [Default Service policies]

Testimony on behalf of AARP Maryland before the Maryland Public Service Commission, In the Matter of the Commission's Investigation of Advanced Metering Technical Standards, Demand Side Management Competitive Neutrality, and Recovery of Costs of Advanced Meters and Demand Side Management Programs, Case 9111 (November 2, 2007) [Default Service policies; AMI deployment]

Comments on behalf of AARP District of Columbia before the D.C. Public Service Commission, In the Matter of The Application Of Potomac Electric Power Co. For Authorization to Establish A Demand Side Management Surcharge and an Advanced Metering Infrastructure Surcharge And to Establish a DSM Collaborative and an AMI Advisory Group, Formal Case No. 1056 (August 10, September 10, November 13, 2007, April 2008) [Default Service policies; AMI deployment]

Comments on behalf of AARP District of Columbia before the D. C. Public Service Commission, Re: The Petition of the Office of the People's Counsel for the District of Columbia for an Investigation into the Structure of the Procurement Process for Standard Offer Service, Formal Case No. 1047 (November 2007) [Default Service policies]

Direct, Rebuttal and Surrebuttal testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania PUC, Petition of the West Penn Power Co. d/b/a Allegheny Power for Approval of its Retail Electric Default Service Program and Competitive Procurement Plan for Service at the Conclusion of the Restructuring Transition Period, Docket No. P-00072342 (February-March 2008) {Default service procurement policies]

Testimony on behalf of AARP before the Virginia Commission on Electric Utility Restructuring in the General Assembly on HB 1523 and SB 311 (January 2007) [Electric Utility Integrated Resource Planning]

Testimony on behalf of AARP before the Ohio House of Representatives on SB 221 (February 2008) [Default Service procurement policies for post-transition period]

Alexander, Barbara, The Federalization Of Energy Prices: How Policies Adopted By The Federal Energy Regulatory Commission Impact Electricity Prices For Residential Customers: A Plain Language Primer (March 2008)

Comments on behalf of AARP before the New Jersey Board of Public Utilities, In the Matter of the Universal Service Fund, Docket Nos. EO07110888 and EX00020091 (April 2008) [low income program; automatic enrollment]

Direct and Surrebuttal testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania Public Utility Commission, PUC v. Columbia Gas of Pennsylvania, Inc., Docket No. R-2008-2011621 (May and June 2008) [rate case: retail gas competition and Purchase of Receivables program]

Direct Testimony on behalf of Public Counsel and the Energy Project before the Washington Utilities and Transportation Commission, WUTC v. Puget Sound Energy, Inc., Docket Nos. UE-072300 and UG-072301 (May 2008) [revisions to Service Quality Index; storm cost recovery; fixed customer charge; low income program funding]

Direct Testimony on behalf of Public Counsel and the Energy Project before the Washington Utilities and Transportation Commission, In the matter of the Application of Puget Holdings LLC and Puget Sound Energy for an Order Authorizing Transaction, Docket No. U-072375 (June 2008) [Conditions for Sale: customer service; low income programs]

Direct Testimony on behalf of Local 223, UWUA before the Michigan Public Service Commission, In the Matter of the application of Detroit Edison Co. for authority to increase its rates, Case No. U-15244 (July 2008) [Customer Service standards; Advanced Metering proposal]

Reply Testimony on behalf of AARP before the Mississippi Public Service Commission, Proceeding to Review Statewide Energy Generation Needs, Docket No. 2008-AD-158 (August 2008) [Integrated Resource Planning]

Comments on behalf of Local 223, UWUA before the Michigan Public Service Commission, In the matter, on the Commission's own Motion, to investigate the development of minimum functionality standards and criteria for advanced metering infrastructure (AMI), Case No. U-15620 {August 2008) [Advanced Metering policies and standards]

Direct and Rebuttal Testimony on behalf of Illinois Citizens Utility Board and AARP before the Illinois Commerce Commission, Citizens Utility Board, Citizens Action/Illinois and AARP vs. Illinois Energy Savings Corp. d/b/a U.S. Energy Savings Corp., Complaint pursuant to 220 ILCS 5/19-110 or 19-115, Docket 08-0175. (August and November 2008) [Investigation of marketing activities and licensing conditions of an alternative gas supplier]

Direct Testimony on behalf of Ohio Partners for Affordable Energy before the Public Utilities Commission of Ohio on filings by electric utilities pursuant to SB 221: Market Rate Option plan filed by FirstEnergy (Case No. 08-936-EL-SSO), Electric Security Plan filed by FirstEnergy (Case No. 08-935-EL-SSO), and Electric Security Plan filed by AEP Ohio (Case No.08-917-EL-SSO & Case No. 08-918-EL-SSO) (September-November 2008) [Default Service procurement policies; energy efficiency and smart meter proposals]

Reply, Surrebuttal, and Supplemental Testimony on behalf of Maryland Office of People's Counsel before the Maryland Public Service Commission, In the Matter of Appropriate Forms of Regulating Telephone Companies, Case No. 9133 (August and October 2008; July 2009) [service quality performance conditions for alternative rate regulation of Verizon-MD]

Comments on behalf of AARP before the Idaho Public Utilities Commission, In the Matter of the Application Of Idaho Power Co. for a Certificate of Public Convenience and Necessity to Install Advanced Metering Infrastructure ("AMI") Technology Throughout its Service Territory, Case No. IPC-E-08-16 (December 2008) [Smart Meter costs and benefits]

Direct and Surrebuttal Testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania Public Utility Commission, Joint Application for the Authority and Necessary Certificates of Public Convenience to Transfer all of the Issued and Outstanding Shares of Capital Stock of the Peoples Natural Gas Co. d/b/a Dominion Peoples, Currently owned by Dominion Resources, Inc. to Peoples Hope Gas Companies LLC, an Indirect Subsidiary of Babcock & Brown Infrastructure Fund North America LP, and to Approve the Resulting Change in Control of the Peoples Natural Gas Co. d/b/a Dominion Peoples, Docket No. A-2008-2063737 (December 2008 and July 2009) [Proposed conditions relating to Service Quality and Universal Service programs]

Rebuttal Testimony on behalf of Pennsylvania Office of Consumer Advocate before the Pennsylvania PUC, Petition of PPL Electric Utilities Corp. for Approval of a Default Service Program and Procurement Plan, Docket No. P-2008-2060309 (January 2009) [Retail Market Programs]

Rebuttal Testimony on behalf of Pennsylvania Office of Consumer Advocate before the Pennsylvania PUC, Petition of PECO Energy Co. for Approval of its Default Service Program and Rate Mitigation Plan, Docket No. P-2008-2062739 (January 2009) [Retail Market Programs]

Comments on behalf of AARP before the Mississippi Public Service Commission, In Re: Order Establishing Docket to Consider standards established by the Energy Independence and Security Act of 2007, Docket No. 2008-ad-477 (February 2009) [PURPA Policies; Integrated Resource Planning; Time-Based Pricing]

Co-Author of Comments on behalf of The Utility Reform Network (TURN) before the California Public Utilities Commission, Order Instituting Rulemaking to consider Smart Grid Technologies Pursuant to Federal Legislation and on the Commission's own Motion to Actively Guide Policy in California's Development of a Smart Grid System, Docket R. 08-12-009 (2009 and 2010) [Smart Grid policies]

Direct and Rebuttal Testimony on behalf of the Attorney General of the Commonwealth of Massachusetts before the Department of Public Utilities, Investigation by the Department of Public Utilities on its Own Motion into the Preparation and Response on Fitchburg Gas & Electric Co. d/b/a Unitil to the December 12, 2008 Winter Storm, D.P.U. 09-01-A (March and April 2009) [Investigation of storm restoration practices]

Testimony on behalf of UWUA Local 132 before the California Public Utilities Commission, Southern California Gas Co. Advanced Metering Infrastructure, Docket No. A.08-09-023 (April 2009) [Advanced metering deployment]

Direct and Rebuttal Testimony on behalf of the Delaware Public Service Commission Staff before the Delaware Public Service Commission, In the Matter of the Investigation into the Business and Marketing Practices of Horizon Power and Light, LLC, Docket No. 355-08 (April and June 2009) [Investigation into marketing and contract practices of licensed electricity supplier]

Testimony on behalf of AARP before the District of Columbia Public Service Commission, In the Matter of the Application of Potomac Electric Power Co. for Authority to Establish a Demand Side Management Surcharge and an Advanced Metering Infrastructure Surcharge and to Establish a DSM Collaborative and an AMI Advisory Group, Formal Case No. 1056 (June 2009) [Advanced Metering proposal]

Rebuttal Testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania Public Utility Commission, Petition of Metropolitan Edison Co. and Pennsylvania Electric Co. for Approval of its Default Service Program, Docket Nos. P-2009-2093053 and P-2009-2093054 (June 2009) [Default Service policies]

Alexander, Barbara, with the Assistance of Mitchell, Cynthia and Court, Gill, <u>Renewable Energy Mandates:</u>

An Analysis Of Promises Made And Implications For Low Income Customers, Prepared under contract with Oak Ridge National Laboratory UT-Battelle, LLC, Purchase Order No. 4000091296 (June 2009).

Direct Testimony on behalf of the People of the State of Illinois and AARP before the Illinois Commerce Commission, Petition of Commonwealth Edison Co. to Approve and Advanced Metering Infrastructure Pilot, Docket No. 09-0263 (July 2009). [Advanced Metering pilot design and scope]

Direct Testimony on behalf of the Attorney General of the Commonwealth of Massachusetts before the Massachusetts Department of Public Utilities, Massachusetts Electric Company & Nantucket Electric Company d/b/a National Grid, Smart Grid Pilot Proposal, Docket No. 09-32 (August 2009) [Advanced Metering pilot design]

Direct Testimony on behalf of the Attorney General of the Commonwealth of Massachusetts before the Massachusetts Department of Public Utilities, Fitchburg Gas and Electric Co., d/b/a/ Unitil, Smart Grid Pilot Proposal, Docket No. 09-31 (August 2009) [Advanced Metering pilot design]

Direct Testimony on behalf of AARP before the Maryland Public Service Commission, In the Matter of Potomac Electric Power Company and Delmarva Power and Light Company Request for the Deployment of Advanced Meter Infrastructure, Case No. 9207 (October 2009) [Advanced Metering deployment costs and benefits; dynamic pricing proposals]

Direct Testimony on behalf of AARP before the Maryland Public Service Commission, Application of Baltimore Gas and Electric Company for Authorization to Deploy A Smart Grid Initiative and to Establish a Tracker Mechanism For the Recovery of Costs, Case No. 9208 (October 2009) [Advanced Metering deployment costs and benefits; dynamic pricing proposals]

Direct Testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania PUC, Petition of PPL Electric Utilities Corporation Requesting Approval of a Voluntary Purchase of Accounts Receivables Program and Merchant Function Charge, Docket No.P-2009-2129502 (October 2009) [Retail competition policies: purchase of receivables programs]

Direct and Cross Reply Testimony on behalf of The Energy Project (Washington) before the Washington Utilities and Transportation Commission, In the Matter of the Petition of Avista Corporation, D/B/A Avista Utilities, For an Order Authorizing Implementation of a Natural Gas Decoupling Mechanism and to Record Accounting Entries Associated With the Mechanism. Docket No. UG-060518 (*consolidated)* (August and September 2009) [Natural gas decoupling proposal; impact on low income customers]

Direct Testimony on behalf of the Attorney General of the Commonwealth of Massachusetts before the Massachusetts Department of Public Utilities, NSTAR Electric Co. Smart Grid Pilot Proposal, Docket No. 09-33 (November 2009) [Advanced Metering pilot design]

Direct Testimony on behalf of Public Counsel Section, Attorney General of Washington, before the Washington Utilities and Transportation Commission, In the Matter of the Joint Application of Verizon Communications Inc. and Frontier Communications Corporation For an Order Declining to Assert Jurisdiction Over, or, in the Alternative, Approving the Indirect Transfer of Control of Verizon Northwest Inc., Docket No. UT-090842 (November 2009) [Service Quality Conditions]

Rebuttal Testimony on behalf of the Pennsylvania Office of Consumer Advocate, before the Pennsylvania PUC, Petition of Duquesne Light Company for Approval of Default Service Plan for the Period January 1, 2011 through May 31, 201, Docket No. P-2009-2135500 (January 2010) [Retail Competition policies]

Direct, Rebuttal, and Surrebuttal Testimony on behalf of The Citizens Utility Board (CUB), The City Of Chicago, and The People Of The State Of Illinois (Attorney General), before the Illinois Commerce Commission, Revision of 83 Ill. Adm. Code 280, Docket No. 06-0703 (January 2010, October 2010, February 2011) [Consumer Protection policies governing electric, natural gas, and water utility service]

Direct and Surrebuttal Testimony on behalf of Maine Office of Consumer Advocate, before the Maine PUC, Central Maine Power Co., Petition Requesting That the Commission Issue an Order to Modify CMP's Service Quality Indicators by Eliminating Or Changing the Current MPUC Complaint Ratio and to Waive Penalties, Docket No. 2009-217 (February and July 2010) [Evaluation of Request for Waiver of Penalty]

Direct, Rebuttal and Surrebuttal Testimony on behalf of the Pennsylvania Office of Consumer Advocate, before the Pennsylvania PUC, Petition of UGI Utilities, Inc.—Gas Division for Approval to Voluntarily Implement a Purchase of Receivables Program and Merchant Function Charge And Of a Potential Affiliated Interest Agreement Between UGI Utilities, Inc.—Gas Division And Affiliated Entities, Docket No. P-2009-2145498 (April and May 2010) [Purchase of Receivables Program Conditions]

Direct Testimony on behalf of the Massachusetts Attorney General, before the Massachusetts Department of Public Utilities, Western Massachusetts Electric Co. Smart Grid Pilot Proposal, Docket D.P.U. 09-34 (May 2010) [Smart Meter and Pricing Pilot evaluation and conditions]

Direct, Rebuttal and Surrebuttal Testimony on behalf of the Pennsylvania Office of Consumer Advocate, before the Pennsylvania PUC, Petition of PECO Energy Company for Approval of its Natural Gas Supplier Purchase of Receivables Program, Docket No. P-2009-2143588 (March, April, and May 2010) [Purchase of Receivables Program Conditions]

Direct and Rebuttal Testimony on behalf of the Pennsylvania Office of Consumer Advocate, before the Pennsylvania PUC, Petition of Columbia Gas of Pennsylvania, Inc. for Approval to Voluntarily Implement a Modified Purchase of Receivables Program Pursuant to SEARCH Filing Requirement and Interim Purchase of Receivables Guidelines, Docket No. P-2009-2099333 (February and March 2010) [Purchase of Receivables Program Conditions]

Direct, Rebuttal and Surrebuttal Testimony on behalf of the Pennsylvania Office of Consumer Advocate, before the Pennsylvania PUC, Petition of PECO Energy Company for Approval of its Revised Electric Purchase of Receivables Program, Docket No. P-2009-2143607 (February and March 2010) [Purchase of Receivables Program Conditions]

Alexander, Barbara, "Dynamic Pricing? Not So Fast. A Residential Consumer Perspective," The Electricity Journal (July 2010) (http://dx.doi.org/10.1016/j.tej.2010.05.014) [Opposition to Mandatory Time-Based Pricing for residential customers]

Direct, Rebuttal, and Surrebuttal Testimony on behalf of the Pennsylvania Office of Consumer Advocate, before the Pennsylvania PUC, Joint Application of West Penn Power Company doing business as Allegheny Power Company, Trans-Allegheny Interstate Line Company and FirstEnergy Corporation for a Certificate of Public Convenience Under Section 1102(A)(3) of the Public Utility Code Approving a Change of Control of West Penn Power Company and Trans-Allegheny Interstate Line Company, Docket Nos.A-2010-2176520 and A-2010-2176732 (August, September and October 2010) [Service Quality, Customer Service, and Universal Service Program Conditions]

Direct Testimony on behalf of the Pennsylvania Office of Consumer Advocate, before the Pennsylvania PUC, Petition of T.W. Phillips Gas and Oil Co. for Approval of Purchase of Receivables Program, Docket No. P-2009-2099192 (August 2010) [Purchase of Receivables Program Conditions]

Direct Testimony on behalf of AARP, before the Maryland PSC, Application of Baltimore Gas and Electric Company for Authorization to Deploy a Smart Grid Initiative and to Establish a Tracker Mechanism and For the Recovery of Costs, [Petition for Rehearing] Case No. 9208 (August 2010) [Smart Meter Costs and Benefits; Consumer Protections]

Alexander, Barbara, Who Owns And Can Monetize The Greenhouse Gas Emission Reductions That Result From the DOE Low-Income Weatherization Assistance Program? Prepared under contract with Oak Ridge National Laboratory UT-Battelle, LLC, Purchase Order No. 4000091296 (September 2010)

Direct Testimony on behalf of Consumer Advocate Division before the Public Service Commission of West Virginia, Monongahela Power Co. and the Potomac Edison Co., both doing business as Allegheny Power Co., and FirstEnergy Corp. and Trans-Allegheny Interstate Line, Case No. 10-0713-E-PC (October 14, 2010) [Merger: Service Quality, Customer Service, and Universal Service Program Conditions]

Rebuttal Testimony on behalf of the Office of People's Counsel, before the Maryland Public Service Commission, In the Matter of the Merger of FirstEnergy Corp. and Allegheny Energy, Case No. 9233 (October 22, 2010) [Default Service Policies]

Direct Testimony on behalf of Consumer Advocate Division before the Public Service Commission of West Virginia, Appalachian Power co. and Wheeling Power Co., Case No. 10-0699-E-42T (November 10, 2010) [Base Rate Case: reforms to ameliorate rate impacts on low income customers; remote disconnection tariff proposal]

Direct and Rebuttal Testimony on behalf of AARP, before the Illinois Commerce Commission, Commonwealth Edison Co. Petition for Approval of an Alternative Rate Regulation Plan, Docket No. 10-0257 (November and December 2010) [Analysis of consumer protections and risks in alternative rate plan]

Rebuttal Testimony on behalf of the Office of Consumer Advocate before the Pennsylvania Public Utility Commission, Pennsylvania PUC v. Peoples Natural Gas Co., LLC 2010 Base Rate Proceeding, Docket No. R-20102201702 (February 23, 2011) [Purchase of Receivables program]

Expert Report of Barbara Alexander on Behalf of Plaintiffs, Benjamin Berger, individually and on behalf of all other similarly situated and the general public, vs. The Home Depot USA, Inc, U.S. District Court, Central District of California, Western Division, Case SACV 10-678 SJO (PLAX**),** March 1, 2011 (Negative Option Sales Method for "tool rental protection")

Direct Testimony on behalf of the Office of Consumer Advocate before the Pennsylvania Public Utility Commission, Joint Application for all the Authority and the Necessary Certificates of Public Convenience to Transfer All of the Issued and Outstanding Shares of Capital Stock of T.W. Phillips Gas and Oil Co., currently owned by TWP, Inc., to LDC Holdings II LLC, an indirect Subsidiary of SteelRiver Infrastructure Fund North America LP, and to Approve the Resulting Change in Control of T.W. Phillips Gas and Oil Co., Docket No. A-2010-2210326 (March 31, 2011) [Service Quality, Customer Service, and Universal Service Program Conditions]

Comments on behalf of AARP before the Public Service Commission of the District of Columbia, Pepco's Proposed AMI Consumer Education Plan, Formal Case No. 1056 (March 30, 2011)

Comments on behalf of AARP before the Public Service Commission of the District of Columbia, Notice of Proposed Rulemaking, Reliability of Service, Formal Case No. 766, 982, 991, and 1002 (April 11, 2011) [Restoration of Service for Major Outage Events]

Direct and Rebuttal testimony on behalf of the Attorney General of Arkansas before the Arkansas Public Service Commission, In The Matter Of The Application Of Oklahoma Gas And Electric Company For Approval Of The Deployment Of Smart Grid Technology In Arkansas And Authorization Of A Recovery Rider And Regulatory Asset, Docket No. 10-109-U (May and June 2011) (Smart Grid costs and benefits; cost recovery; conditions)

Alexander, Barbara, "Retail Electric Competition: Default Service Policies and Residential Customer Migration," Report to AARP (May 2011).

Direct Testimony on behalf of AARP before the Maryland Public Service Commission, In the Matter of Potomac Electric Power Co and Delmarva Power and Light Co. Request for the Deployment of Advanced Meter Infrastructure, Case No. 9207 (June 16, 2011) (Analysis of amended AMI business case; costs and benefits; conditions)

Direct and Reply Comments on behalf of Citizens Utility Board of Oregon before the Public Utility Commission of Oregon, Docket No. UM 1415 (September and October 2011) (Rate Design; time-varying rates)

Alexander Barbara, "The Status of AMI and Dynamic Pricing Programs In Georgia, Alabama, Arkansas, Florida, Louisiana, And Mississippi," Report for AARP (October 2011).

Direct Testimony on behalf of AARP before the Oklahoma Corporation Commission, In The Matter Of The Application of Oklahoma Gas And Electric Company, For An Order Of The Commission Authorizing Applicant To Modify Its Rates, Charges, And Tariffs For Retail Electric Service In Oklahoma, Cause No. PUD 201100087 (November 9, 2011 and November 16, 2011) (revenue requirement and rate design)

Comments on behalf of AARP before the Maryland Public Service Commission, Proposed Revisions to Reliability and Customer Service Regulations, RM 43 (November 16, 2011) (reliability performance standards and customer call center standards)

Direct Testimony on behalf of AARP before the Public Service Commission of the District of Columbia, In the Matter of The Application for Potomac Electric Power Co. for Authority to Increase Existing Retail Rates and Charges for Electric Distribution Service, Formal Case No. 1087 (December 14, 2011) (AMI cost recovery, Reliability Infrastructure Mechanism surcharge, customer care costs)

Direct Testimony on behalf of AARP and the People of the State of Illinois before the Illinois Commerce Commission, Commonwealth Edison Company, Approval of Multi-Year Performance Metrics Pursuant to Section 16-108(f) and (f-5) of the Public Utilities Act, Docket No. 11-0772 (January 30, 2012) (Performance Metrics relating to AMI deployment; remote disconnection of service)

Direct, Rebuttal, and Surrebuttal Testimony on behalf of Pennsylvania Office of Consumer Advocate before the Pennsylvania Public Utility Commission, Joint Petition of Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company, West Penn Power Company, Approval of Default Service Programs, Docket Nos. P-2011-2273650, et al. (February, March and April 2012) (Retail Opt-in Auction, Customer Referral Programs)

Direct Testimony on behalf of the Massachusetts Office of the Attorney General before the Massachusetts Department of Public Utilities, Western Massachusetts Electric Co. 2011 Winter Storm Investigation, Docket No. D.P.U. 11-119-C (March 9, 2012) (Analysis of communications with customers and state and local officials in storm restoration)

Direct Testimony on behalf of AARP and the People of the State of Illinois before the Illinois Commerce Commission, Ameren Utilities, Approval of Multi-Year Performance Metrics Pursuant to Section 16-108(f) and (f-5) of the Public Utilities Act, Docket No. 12-0089 (March 19, 2012) (Performance Metrics for AMI Deployment; remote disconnection of service)

Direct and Rebuttal Testimony on behalf of the Massachusetts Office of the Attorney General before the Massachusetts Department of Public Utilities, National Grid 2012 Smart Grid Pilot Proposal, Docket No. D.P.U. 11-129 (April and May 2012) [Analysis of proposed smart meter and dynamic pricing pilot proposal]

Comments on behalf of AARP before the Maryland Public Service Commission, Dynamic Pricing Implementation Working Group Report, Case Nos. 9207 and 9208 (May 14, 2012) [Design and implementation of Peak Time Rebate programs for Pepco and BGE]

Comments on behalf of AARP before the Public Service Commission of the District of Columbia, Notice of Proposed Rulemaking, Major Event Outage Restoration Plans, Formal Case No. 766, 982, 991, and 1002 (May 29, 2012) [Regulatory reporting requirements for major event outage restoration plans]

Direct Testimony on behalf of The Utility Reform Network (TURN) before the Public Utilities Commission of the State of California, In the Matter of the Application of Pacific Gas and Electric Company Smart Grid Pilot Deployment Project, Application 11-11-017 (May 16, 2012) [Analysis of proposed customer education pilot]

Direct, Rebuttal, and Surrebuttal Testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania Public Utility Commission, Petition of PECO Energy Co. for Approval of its Default Service Program, Docket No. P-2012-2283641 (April and May 2012) [Retail Opt-In Auction and Customer Referral Programs]

Direct and Rebuttal Testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania Public Utility Commission, Equitable Gas Co. Request for Approval of Tariffs, Docket Nos. R-2012-2304727, R-2012-2304731, and R-2012-2304735 (July 25, 2012) [Purchase of Receivables Program]

Direct, Rebuttal, and Surrebuttal Testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania Public Utility Commission, Petition of PPL Electric Utilities, Inc. for Approval of a Default Service Program and Procurement Plan for the Period June 1, 2013 through May 31, 2015, Docket No. P-2012-2302074 (July and August 2012) [Retail Opt-In Auction and Customer Referral Programs]

Direct, Rebuttal, and Surrebuttal Testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania Public Utility Commission, Petition of Duquesne Light Co. for Approval of Default Service Plan for the Period June 1, 2013 through May 31, 2015, Docket No. P-2012-2301664 (July, August, and September 2012) [Retail Opt-In Auction and Customer Referral Programs]

Affidavit and Expert Report on behalf of Plaintiffs, Bellermann v. Fitchburg Gas & Electric Co., Commonwealth of Massachusetts, Civil Action No. 09-00023 (August 23, 2012) [Analysis of utility storm restoration response]

Direct Testimony on behalf of the Public Utility Law Project (New York) before the New York State Public Service Commission, Proceeding on Motion of the Commission as to the Rates, Charges, Rules and Regulations of Niagara Mohawk Power Corporation For Electric and Gas Service, Case No. 12-E-0201 and 12-G-0202 (August 31, 2012) [Rate case: low income programs, credit and collection policies, service quality]

Comments on behalf of AARP before the Maryland Public Service Commission, In the Matter of the Electric Service Interruptions in the State of Maryland due to the June 29, 2012 Derecho Storm, Case No. 9298 (September 10, 2012) [Analysis of customer communications in major storm restoration for Pepco and BGE]

Comments on behalf of the Ohio Partners for Affordable Energy before the Ohio Public Utility Commission, In the Matter of the Commission's Review of its Rules for Competitive Retail Natural gas Service, Case No. 12-925-GA-ORD, and In the Matter of the Commission's Review of its Rules for Competitive Retail Electric Service, Case No. 12-1924-EL-ORD (January 2013) [retail market regulations, consumer protections, licensing, disclosures]

Direct and Cross Rebuttal Testimony on behalf of Texas Legal Services Center and Texas Ratepayers' Organization to Save Energy before the Public Utility Commission of Texas, Petition by Homeowners United for Rate Fairness to Review Austin Rate Ordinance No. 20120607-055, PUC Docket No. 40627 (February 2013) [low income programs]

Testimony on behalf of AARP before the Connecticut Senate Finance Revenue and Bonding Committee in opposition to proposal for auction of electric customers to retail suppliers, SB 843 (March 4, 2013)

Comments and Reply Comments on behalf of AARP before the Ohio Public Utility Commission, In the Matter of the Commission's Investigation of the Retail Electric Service Market, Case No. 12-3151-EL-COI (March and April 2013) [retail market reforms, default service, and consumer protections]

Direct Testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania Public Utility Commission, Petition of UGI Utilities, Inc.—Electric Division for Approval of a Default Service Plan and Retail Market

Enhancement Programs for 2014-2017, Docket Nos. P-2013-235703 (June 2013) [Retail Market Enhancement programs; referral program]

Direct Testimony on behalf of the Government of the District of Columbia before the District of Columbia Public Service Commission, In the Matter of the Application of the Potomac Electric Power Co. for Authority to Increase Existing Retail Rates and Charges for Electric Distribution Service, Formal Case No. 1103 (August 2013) [low income discount program]

Comments and Reply Comments on behalf of AARP before the Arizona Corporation Commission, Generic, In The Matter of The Commission's Inquiry Into Retail Electric Competition, Docket No. E-00000W-13-0135 (July and August 2013) [implementation of retail electric competition]

Comments on behalf of AARP before the Delaware Public Service Commission, Rulemaking for Retail Electric Competition, PSC Regulation Docket No. 49 (September 2013) [consumer protection regulations for retail electric competition]

Direct Testimony on behalf of AARP before the New Jersey Board of Public Service, In the Matter of the Petition of Public Service Electric and Gas Co. for Approval of the Energy Strong Program, Docket No. EO13020155 and GO13020156 (October 2013) [reliability programs; cost recovery mechanism]

Direct Testimony on behalf of Canadian Office and Professional Employee's Union, Local 378, before the British Columbia Utilities Commission, Re: Fortis BC Energy, Inc. Application for Approval of a Multi-Year Performance Based Ratemaking Plan for 2014 through 2018, Project No. 3698719 (December 2013) [Service Quality Index]

Direct Testimony on behalf of Pennsylvania Office of Consumer Advocate before the Pennsylvania Public Utility Commission, Petition of PPL Electric Corp. for Approval of a New Pilot Time-of-Use Program, Docket No. P-2013-2389572 (January 2014) [Design of pilot TOU program; bid out to competitive energy supplier]

Direct, Rebuttal, and Surrebuttal Testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania Public Utility Commission, Petition of FirstEnergy Companies (Met-Ed, Penelec, Penn Power, and West Penn) for Approval of a Default Service Programs, Docket Nos. P-2013-2391368, et al. (January-March 2014) [Retail market enhancement programs, referral program]

Direct, Rebuttal, and Surrebuttal Testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania Public Utility Commission, Petition of PPL Electric Utilities for Approval of a Default Service Program and Procurement Plan for June 2013-May 2015, Docket No. P-2013-2389572 (January-May 2014) [Retail market enhancement programs, referral program]

Direct and Rebuttal Testimony on behalf of AARP before the Corporation Commission of Oklahoma, Application of Public Service Company of Oklahoma for Adjustment to Rates and Charges and Terms and Conditions of Service for Electric Service in the State of Oklahoma, Cause No. PUD-201300217 (March and May 2014) [AMI cost/benefit analysis and cost recovery; riders and surcharges; customer charge; low income program]

Direct and Reply Testimony on behalf of the District of Columbia Government through its Department of Environment before the Public Service Commission of the District of Columbia, In the Matter into the Investigation into the Issues Regarding the Implementation of Dynamic Pricing in the District of Columbia, Formal Case No. 1114 (April and May 2014) [Dynamic pricing policies and programs for residential customers]

Comments on behalf of AARP before the Delaware Public Service Commission, Rulemaking for Retail Electric Competition, PSC Regulation Docket No. 49 (Revised) (June 2, 2014) [consumer protection regulations for retail electric competition]

Direct and Rebuttal Testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania Public Utility Commission, Petition of Duquesne Light Company for Approval of Default Service Plan For the Period June 1, 2015 through May 31, 2017, Docket No. P-2014-2418242 (July and August 2014) [retail market enhancement programs, referral program]

Direct and Rebuttal Testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania Public Utility Commission, Petition of PECO Energy Co. for Approval of its Default Service Plan for the Period June 1, 2015 through May 31, 2017, Docket No. P-2014-2409362 (June 2014) [retail market enhancement programs, referral program]

Alexander, Barbara, "An Analysis of State Renewable Energy and Distributed Generation Mandates on Low Income Consumers: Recommendations for Reform" (Oak Ridge National Laboratory, DOE, September 2014)

Direct and Surrebuttal Testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania Public Utility Commission, Pennsylvania PUC v. West Penn Power, Metropolitan Edison, Penn Power, and Penelec, Dockets Nos. R-2014-2428742-24287245 (November 2014 and January 2015) [FirstEnergy rate cases: customer service; reliability of service; estimated billing protocols; proposed Storm Damage Expense Rider; tariff revisions]

Comments on behalf of Delaware Division of the Public Advocate before the Delaware Public Service Commission, Rulemaking for Retail Electric Competition, PSC Regulation Docket No. 49 (Revised) (January 2015) [consumer protection regulations for retail electric competition]

Reply Testimony of Barbara Alexander before the Public Service Commission of Maryland, In the Matter of the Investigation into the Marketing, Advertising and Trade Practices of Major Energy Electric Services, LLC and Major Energy Services, LLC, Case No. 9346(b) (March 2015) [unfair and deceptive practices; compliance with MD statutes and regulations for electric generation supplier]

Reply Testimony of Barbara Alexander before the Public Service Commission of Maryland, In the Matter of the Investigation into the Marketing, Advertising and Trade Practices of XOOM Energy Maryland LLC, Case No. 9346(a) (March 2015) [unfair and deceptive practices; compliance with MD statutes and regulations for electric generation supplier]

Direct, Surrebuttal and Supplemental Surrebutal Testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania Public Utility Commission, Commonwealth of Pennsylvania by Attorney General Kathleen Kate, through the Bureau of Consumer Protection and Tanya McCloskey, Acting Consumer Advocate v. Respond Power, Docket No. C-2014-2427659 (May-October 2015) [unfair and deceptive practices; compliance with PA statutes and regulations for electric generation supplier]

Direct Testimony of Barbara Alexander before the Pennsylvania Public Utility Commission, on behalf of the Pennsylvania Office of Consumer Advocate and Bureau of Consumer Protection, Attorney General, Commonwealth of Pennsylvania by Attorney General Kathleen Kate, through the Bureau of Consumer Protection and Tanya McCloskey, Acting Consumer Advocate v. IDT Energy, Inc., Docket No. C-2014-2427657 (April 2015) [unfair and deceptive practices; compliance with PA statutes and regulations for electric generation supplier]

Affidavit of Barbara Alexander before the Pennsylvania Public Utility Commission, on behalf of the Pennsylvania Office of Consumer Advocate and Bureau of Consumer Protection, Attorney General, Commonwealth of Pennsylvania by Attorney General Kathleen Kate, through the Bureau of Consumer Protection and Tanya McCloskey, Acting Consumer Advocate v. Blue Pilot Energy, LLC, Docket No. C-2014- 2427655 (June 2015) [unfair and deceptive practices; compliance with PA statutes and regulations for electric generation supplier]

Direct Testimony of Barbara Alexander before the Pennsylvania Public Utility Commission, on behalf of the Pennsylvania Office of Consumer Advocate and Bureau of Consumer Protection, Attorney General, Commonwealth of Pennsylvania by Attorney General Kathleen Kate, through the Bureau of Consumer Protection and Tanya McCloskey, Acting Consumer Advocate v. Blue Pilot Energy, LLC, Docket No. C-2014- 2427655 (September 2015) [unfair and deceptive practices; compliance with PA statutes and regulations for electric generation supplier]

Reply Testimony of Barbara Alexander before the Public Service Commission of Maryland, In the Matter of the Investigation into the Marketing, Advertising and Trade Practices of Blue Pilot Energy, Case No. 9346(c) (July 31, 2015) [unfair and deceptive practices; compliance with MD statutes and regulations for electric generation supplier]

Direct Testimony of Barbara Alexander before the Washington Utilities and Transportation Commission, on behalf of Public Counsel and the Energy Project, WUTC v. Avista Utilities, Dockets UE-150204 and UG-150205, (July 2015) [Analysis of request for smart meter (AMI) deployment and business case.]

Direct, Rebuttal, and Surrebuttal Testimony of Barbara Alexander before the Pennsylvania Public Utility Commission on behalf of the Office of Consumer Advocate, Joint Petition of Metropolitan Edison Company, Pennsylvania Electric Co., Pennsylvania Power Co., and West Penn Power Co. [FirstEnergy] for Approval of their Default Service Program and Procurement Plan for the Period June 1,2017 through May 31, 2019, Docket Nos. P-2015-2511333, et. al. (January-February 2016) [Retail Market Enhancement Programs: standard offer program and shopping for low income customers]

Alexander, Barbara and Briesemeister, Janee, Solar Power on the Roof and in the Neighborhood: Recommendations for Consumer Protection Policies (March 2016).

Direct, Rebuttal, and Surrebuttal Testimony of Barbara Alexander before the Pennsylvania Public Utility Commission on behalf of the Office of Consumer Advocate, 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-2015-2526627 (April-May 2016) [Retail Market Enhancement Programs: standard offer program and shopping for low income customers]

Direct, Rebuttal, and Surrebuttal Testimony of Barbara Alexander before the Pennsylvania Public Utility Commission on behalf of the Office of Consumer Advocate, Petition of PECO Energy Co. for Approval of its Default Service Program for the Period from June 1, 2017 through May 31, 2019, Docket No. P-2016-2534980 (June-July 2016) [Retail Market Enhancement Programs: standard offer program and shopping for low income customers]

Direct, Rebuttal Testimony of Barbara Alexander before the Pennsylvania Public Utility Commission on behalf of the Office of Consumer Advocate, Petition of Duquesne Light Co. for Approval of Default Service Plan for the Period June 1, 2017 through May 31, 2021, Docket No. P-2016-2543140 (July-August 2016) [Retail Market Enhancement Programs: standard offer program and shopping for low income customers]

Briesemeister, Janee and Alexander, Barbara, Residential Consumers and the Electric Utility of the Future, American Public Power Association (June 2016)

Direct Testimony of Barbara Alexander before the Washington Utilities and Transportation Commission on behalf of the Public Counsel and The Energy Project, Washington UTC v. Avista Corp. d/b/a Avista Utilities, Dockets UE-160228 and UG-160229 (August 2016) [Base Rate Case and AMI Project analysis of costs and benefits]

Alexander, Barbara, *Analysis of Public Service Co. of Colorado's "Our Energy Future" Initiative: Consumer Concerns and Recommendations*, AARP White Paper (December 2016), attached to the Direct Testimony of Corey Skluzak on behalf of the Colorado Office of Consumer Counsel, Docket No. 16A-0588E (Exhibit CWS-35).

Direct Testimony of Barbara Alexander before the Public Utilities Commission of Ohio on behalf of the Office of Consumer Counsel, In the Matter of the Application of Ohio Power Co. for Authority to Establish a Standard Service Offer Pursuant to R.C. 4928.143, in the Form of an Electric Security Plan, Case No. 16-1852-EL-SSO (May 2017) [Response to proposal for new surcharge for certain distribution grid investments]

Alexander, Barbara, Analysis and Evaluation of PEPCO's Root-Cause Analysis Report: District of Columbia Customer Satisfaction, prepared for the District of Columbia Office of People's Counsel and submitted to the D.C. Public Service Commission in Formal Case No. 1119 (May 2017)

Direct Testimony of Barbara Alexander before the Arkansas Public Service Commission on behalf of the Attorney General of Arkansas, Application of Entergy Arkansas, Inc. for an Order to find Advanced Metering Infrastructure to be in the Public Interest, Docket No. 16-06-U (June 2017) [Analysis of AMI business case; consumer protection policies]

Rebuttal Testimony of Barbara Alexander before the Pennsylvania Public Utilities Commission on behalf of the Office of Consumer Advocate, Pennsylvania PUC, et al., v. Philadelphia Gas Works, Docket No. R-2017-2586783 (June 2017) [Purchase of Receivables Program, customer shopping issues]

Direct and Surrebuttal Testimony of Barbara Alexander before the Maryland Public Service Commission on behalf of the Office of People's Counsel, In the Matter of the Application of Potomac Electric Power Co. for Adjustments to its Retail Rates for the Distribution of Electric Energy, Case No. 9443 (June and August 2017) [Service Quality and Reliability of Service]

Direct Testimony of Barbara Alexander before the Washington Utilities and Transportation Commission, on behalf of the Washington State Office of Attorney General, Public Counsel Unit, W.U.T.C. v. Puget Sound Energy, Dockets UE-170033 and UG_170034 (June 2017) [Base Rate Case: Service Quality Index; customer services]

Direct and Surrebuttal Testimony of Barbara Alexander before the Maryland Public Service Commission on behalf of the Office of Peoples Counsel, In the Matter of the Merger of AltaGas Ltd. And WGL Holdings, Inc., Case No. 9449 (August and September 2017) [Merger: conditions for service quality and reliability of service]

Supplemental Testimony in Opposition to Joint Stipulation and Recommendations of Barbara Alexander before the Public Utilities Commission of Ohio on behalf of the Office of Consumer Counsel, In the Matter of the Application of Ohio Power Co. for Authority to Establish a Standard Service Offer Pursuant to R.C. 4928.143, in the Form of an Electric Security Plan, Case No. 16-1852-EL-SSO (October 11, 2017) [Response to Stipulation approving new surcharge for certain distribution grid investments]

Direct and Rebuttal Testimony of Barbara Alexander on behalf of The Public Utility Project of New York, before the New York Public Service Commission, Case 15-M-0127 In the Matter of Eligibility Criteria for Energy Service Companies, Case 12-M-0476 Proceeding on Motion of the Commission to Assess Certain Aspects of the Residential and Small Non-residential Retail Energy Markets in New York State, and Case 98-M-1343 In the Matter of Retail Access Business Rules (November and December 2017) [Analysis of New York retail energy market for residential customers; recommendations for reform]

Comments of Barbara Alexander before the Delaware Public Service Commission, on behalf of the Delaware Division f the Public Advocate, In the Matter of the Review of Customer Choice in the State of Delaware, Docket No. 15-1693 (December 22, 2017) [Proposals for retail market enhancement programs]

Alexander, Barbara, <u>Analysis and Evaluation of PEPCO's Supplemental Root-Cause Analysis Report: District of Columbia Customer Satisfaction</u> prepared for the District of Columbia Office of People's Counsel and submitted to the D.C. Public Service Commission in Formal Case No. 1119 (January 2018)

Direct, Rebuttal, and Surrebuttal Testimony of Barbara Alexander on behalf of the Office of Consumer Advocate, before the Pennsylvania Utility Commission, Joint Petition of Metropolitan Edison Company Pennsylvania Electric Company, Pennsylvania Power Company, and West Penn Power Company For Approval of their Default Service Program and Procurement Plan for the Period June 1, 2019 Through May 31, 2023, Docket Nos. P-2017-2637855, et seq. (February, March, and April 2018) [Retail Market Enhancement Programs in a default service proceeding]

Direct Testimony of Barbara Alexander on behalf of the Arizona Corporation Commission Staff, before the Arizona Corporation Commission, In the Matter of the Application of Brooke Water, LCC for increase in water rates, Docket No. W-03039A-17-0295 (May 15, 2018) [Analysis of customer service, call center performance, and compliance with prior Commission orders]

Alexander, Barbara, “Residential Demand Charges: A Consumer Perspective,” EUCI Conference, Nashville, TN (May 2018)

Direct Testimony of Barbara Alexander in Opposition to the Joint Stipulation and Recommendation on behalf of the Office of the Ohio Consumers’ Counsel, before the Public Utility Commission of Ohio, Case No. 17-0032-EL-AIR et seq. (June 15, 2018) [Analysis of the prudence of Duke Energy Ohio’s Advanced Metering Infrastructure Deployment and request for inclusion of costs in rate base]

Alexander, Barbara, “Time to End the Retail Energy Market Experiment for Residential Customers,” Harvard Electricity Policy Group (June 2018)

Rebuttal Testimony of Barbara Alexander on behalf of the Office of Consumer Advocate, before the Pennsylvania Public Utility Commission, PUC v. Columbia Gas of Pennsylvania, Inc., Docket No. R-2018-2647577 (July 3, 2018) [Analysis of gas utility billing policies for non-commodity services and retail natural gas suppliers]

Direct Testimony of Barbara Alexander on behalf of TURN and Center for Accessible Technology before the California Public Utility Commission, 2018 Rate Design Window, Docket No. A.17-12-011, et al. (October 26, 2018) [Consumer Protections to Accompany the Transition to Default Time of Use Rates for residential customers; analysis of customer education and messaging]

Direct and Surrebuttal Testimony of Barbara Alexander on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania Utility Commission, PUC vs. Pittsburgh Water and Sewer Authority, Docket Nos. R-2018-3002645, R-2018-3002647 (September and October 2018) [Analysis of compliance with Pennsylvania consumer protection and service quality performance of a large water and sewer utility; base rate case]

Direct Testimony of Barbara Alexander on behalf of TURN before the California Public Utility Commission, Southern California Edison Charge Ready 2 Infrastructure and Market Education Programs, Docket No. A.18-06-015 (November 30, 2018) [Analysis of proposed mass market customer education proposal]

Direct, Surrebuttal and Supplemental Surrebuttal Testimony of Barbara Alexander on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania Public Utility Commission, Implementation of Chapter 32 of The Public Utility Code Regarding Pittsburgh Water and Sewer Authority – Stage 1, Docket Nos. M-2018-2640802 and M-2018-2640803 (April, May and August 2019) [Analysis of consumer protection, customer service, and customer education programs of large water and wastewater utility]

Direct, Rebuttal, and Surrebuttal Testimony of Barbara Alexander on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania Public Utility Commission, Application of Aqua America, Inc., Aqua Pennsylvania, Inc., Aqua Pennsylvania Wastewater, Inc., Peoples Natural Gas Company, LLC and Peoples Gas Company, LLC for all of the Authority and the Necessary Certificates of Public Convenience to Approve a Change in Control of Peoples Natural Gas Company, LLC and Peoples Gas Company LLC by Way of the Purchase of All of LDC Funding, LLC’s Membership Interests by Aqua America, Inc., Docket Nos. A-2018-3006061, A-2018-3006062, and A-2018-3006063 (April and May 2019) [Customer Service, Consumer Protection, and Universal Service conditions for merger]

Testimony in Opposition to Settlement on behalf of The Office of the Ohio Consumers’ Council, before the Ohio Public Utilities Commission, In the Matter of the Commission’s Investigation of PALMco Power OH, LLC dba Indra Energy and PALMco Energy OH, LLC dba Indra Energy, Case No. 19-957-GE-COI (September 4, 2019) [Analysis of proposed settlement for consumer protections and customer remedies]

Testimony in Opposition to Settlement on behalf of The Office of the Ohio Consumers’ Council, before the Ohio Public Utilities Commission, In the Matter of the Commission’s Investigation of Verde Energy USA Ohio LLC, Case No. 19-0958-GE-COI (October 2, 2019) [Analysis of proposed settlement for consumer protections and customer remedies]

Direct Testimony on behalf of the Pennsylvania Office of Consumer Advocate before the Pennsylvania Public Utility Commission, Joint Petition of Metropolitan Edison Co., Pennsylvania Electric Co., Pennsylvania Power Co. and West Penn Power Co. for Approval of Their Involuntary Remote Disconnect Procedures, Docket No. P-2019-3013979 et al. (March 20, 2020) [Criteria for remote disconnection of service with AMI]

Presentations and Training Programs:

- Presentation on Consumer Protection Policies for Solar Providers, New Mexico Public Regulatory Commission, Santa Fe, NM, January 2017
- Presentation on Residential Rate Design Policies, National Energy Affordability and Energy Conference, Denver, CO., June 2016
- Presentation on "Regulatory-Market Arbitrage: From Rate Base to Market and Back Again," before the Harvard Electricity Policy Group, Washington, D.C., March 2016.
- Presentation on Residential Rate Design and Demand Charges, NASUCA, November 2015.
- Alexander, Barbara, "Residential Demand Charges: A Consumer Perspective," presentation for Harvard Electricity Policy Group, Washington, D.C., June 2015.
- Presentation on "Future Utility Models: A Consumer Perspective," for Kleinman Center for Energy Policy, U. of Pennsylvania, August 2015.
- Presentation, EUCI Workshop on Demand Rates for Residential Customers, Denver, CO [May 2015]
- Presentation, Smart Grid Future, Brookings Institute, Washington, DC [July 2010]
- Participant, Fair Pricing Conference, Rutgers Business School, New Jersey [April 2010]
- Presentation on Smart Metering, National Regulatory Conference, Williamsburg, VA [May 2010]
- Presentation on Smart Metering, Energy Bar Association Annual Meeting, Washington, DC [November 2009]
- Presentation at Workshop on Smart Grid policies, California PUC [July 2009]
- National Energy Affordability and Energy Conference (NEAUC) Annual Conference
- NARUC annual and regional meetings
- NASUCA annual and regional meetings
- National Community Action Foundation's Annual Energy and Community Economic Development Partnerships Conference
- Testimony and Presentations to State Legislatures: Virginia, New Jersey, Texas, Kentucky, Illinois, and Maine
- Training Programs for State Regulatory Commissions: Pennsylvania, Georgia, Kentucky, Illinois, New Jersey
- DOE-NARUC National Electricity Forum
- AIC Conference on Reliability of Electric Service
- Institute of Public Utilities, MSU (Camp NARUC) [Instructor 1996-2006]
- Training Programs on customer service and service quality regulation for international regulators (India and Brazil) on behalf of Regulatory Assistance Project
- Georgia Natural Gas Deregulation Task Force [December 2001]
- Mid Atlantic Assoc. of Regulatory Utility Commissioners [July 2003]
- Illinois Commerce Commission's Post 2006 Initiative [April 2004]
- Delaware Public Service Commission's Workshop on Standard Offer Service [August 2004]

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

VERIFICATION

I, Barbara R. Alexander, hereby state that the facts set forth in my Direct Testimony, OCA Statement 2, are true and correct to the best of my knowledge, information and belief 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 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

DocuSigned by:

DATED: June 25, 2020 Signature: Barbara R. Alexander
8D0E58CA47E24C2...
*290850
Barbara R. Alexander

Consultant Address: Barbara Alexander Consulting, LLC
83 Wedgewood Drive
Winthrop, Maine 04364

COMMONWEALTH OF PENNSYLVANIA

OFFICE OF CONSUMER ADVOCATE
555 Walnut Street, 5th Floor, Forum Place
Harrisburg, Pennsylvania 17101-1923
(717) 783-5048
800-684-6560

@pa_oca
/pennoca

FAX (717) 783-7152
consumer@paoca.org

July 14, 2020

Via Electronic Mail Only
The Honorable Elizabeth H. Barnes
Office of Administrative Law Judge
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

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

Dear Judge Barnes:

Enclosed please find a copy of the Supplemental Direct Testimony being submitted on behalf of the Office of Consumer Advocate in the above-referenced proceeding, as follows:

Supplemental Direct Testimony of Barbara R. Alexander, OCA Statement 2-SUPP

Copies have been served on the parties as indicated on the enclosed Certificate of Service.

Respectfully submitted,

/s/ David T. Evrard
David T. Evrard
Assistant Consumer Advocate
PA Attorney I.D. # 33870
E-Mail: DEvrard@paoca.org

Enclosures:
cc: PUC Secretary Rosemary Chiavetta, (Letter and Certificate of Service only)
Certificate of Service
*292085

CERTIFICATE OF SERVICE

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

I hereby certify that I have this day served a true copy of the following document, the Office of Consumer Advocate's Supplemental Direct Testimony as follows:

Supplemental Direct Testimony of Barbara R. Alexander, OCA Statement 2-SUPP

upon parties of record in this proceeding in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant), in the manner and upon the persons listed below:

Dated this 14th day of July 2020.

SERVICE BY E-MAIL ONLY

Gina L. Miller, Esquire
Bureau of Investigation & Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Steven C. Gray, Esquire
Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101-1923

Kimberly A. Klock, Esquire
Michael J. Shafer, Esquire
PPL Services Corporation
2 North 9th Street
Allentown, PA 18101

Michael W. Hassell, Esquire
Lindsay A. Berkstresser, Esquire
Post & Schell, P.C.
17 North Second Street, 12th Floor
Harrisburg, PA 17101-1601

Elizabeth R. Marx, Esquire
John W. Sweet, Esquire
Ria M. Pereira, Esquire
Pennsylvania Utility Law Project
118 Locust Street
Harrisburg, PA 17101

Deanne M. O'Dell, Esquire
Kristine E. Marsilio, Esquire
Eckert Seamans Cherin & Mellott, LLC
213 Market Street, 8th Floor
P.O. Box 1248
Harrisburg, PA 17101

Kenneth L. Mickens, Esquire
The Sustainable Energy Fund
316 Yorkshire Drive
Harrisburg, PA 17111

Todd S. Stewart, Esquire
Hawke McKeon & Sniscak LLP
100 North Tenth Street
Harrisburg, PA 17101

Derrick Price Williamson, Esquire
Barry A. Naum, Esquire
Spilman Thomas & Battle, PLLC
1100 Bent Creek Boulevard, Suite 101
Mechanicsburg, PA 17050

John F. Lushis, Jr., Esquire
Norris McLaughlin, P.A.
515 W. Hamilton Street
Suite 502
Allentown, PA 1810

Gregory L. Peterson, Esquire
StateWise Energy PA LLC
201 West Third Street
Suite 205
Jamestown, NY 14701-4907

Pamela C. Polacek, Esquire
Adeolu A. Bakare, Esquire
Jo-Anne S. Thompson, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

Lauren M. Burge, Esquire
Eckert Seamans Cherin & Mellott, LLC
600 Grant Street
44th Floor
Pittsburgh, PA 15219

Charles E. Thomas, III, Esquire
Thomas, Niesen & Thomas
212 Locust Street, Suite 600
Harrisburg, PA 17101

James Laskey, Esquire
Norris McLaughlin, P.A.
400 Crossing Blvd.
8th Floor
Bridgewater, NJ 08807

/s/ David T. Evrard
David T. Evrard
Assistant Consumer Advocate
PA Attorney I.D. # 33870
E-Mail: DEvrard@paoca.org

Aron J. Beatty
Senior Assistant Consumer Advocate
PA Attorney I.D. # 86625
E-Mail: ABeatty@paoca.org

Counsel for:
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
Phone: (717) 783-5048
Fax: (717) 783-7152
Dated: July 14, 2020
*292086

OCA Statement No. 2-SUPP

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of PPL Electric Utilities Corp.	:	
For Approval of its Default Service Program	:	Docket No. P-2020-3019356
for the Period from	:	
June 1, 2021 through May 31, 2025	:	

SUPPLEMENTAL DIRECT TESTIMONY

OF

BARBARA R. ALEXANDER

Barbara Alexander Consulting LLC

ON BEHALF OF THE

PENNSYLVANIA OFFICE OF CONSUMER ADVOCATE

July 14, 2020

Q. PLEASE STATE YOUR NAME, ADDRESS AND OCCUPATION.

A. My name is Barbara R. Alexander. I am the sole member of Barbara Alexander Consulting LLC. My address is 83 Wedgewood Dr., Winthrop, ME 04364. I appear in this case as a witness on behalf of the Office of Consumer Advocate (OCA).

Q. HAVE YOU TESTIFIED PREVIOUSLY IN THIS PROCEEDING?

A. Yes. I submitted Direct Testimony on June 25, 2020 on behalf of the OCA.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. I am submitting Supplemental Testimony to provide evidence concerning my review of PPL Electric's Standard Offer Program (SOP) customer call recordings that were provided in response to discovery on July 10, 2020.[1]

Q. IN YOUR DIRECT TESTIMONY YOU REVIEWED THE SCRIPTS CURRENTLY IN USE BY PPL AND ITS THIRD PARTY AGENT, HANSEN, TO EXPLAIN AND SOLICIT CUSTOMER ENROLLMENT IN THE SOP, CORRECT?

A. Yes. I summarized the scripts that PPL provided in discovery. I also discussed the potential changes proposed by PPL in how its customer service representatives present the program and additional information that PPL proposed that Hansen provide to customers about other details of the program.

Q. BASED ON YOUR REVIEW OF THE CUSTOMER CALLS PROVIDED BY PPL, DO YOU HAVE ADDITIONAL CONCERNS AND RECOMMENDATIONS?

A. Yes. These 10 customer call recordings reflect interactions with residential customers in

[1] PPL Response to OCA-III-1 and III-2 consist of 10 call recordings in which the customer first speaks with a PPL agent and is then, upon agreement, transferred to a "specialist" to discuss the SOP. These calls are marked HIGHLY CONFIDENTIAL due to the customer personal information reflected in these calls. My testimony does not include any personal customer information.

early February 2020. The customers in all these calls agree to be transferred to hear more about the SOP and all but one customer agreed to enroll in the program. However, I have significant concerns about PPL's compliance with the scripts that it agreed to use in its last DSP proceeding and now suggest that PPL may not be implementing this program properly.

Q. PLEASE FIRST DISCUSS HOW PPL'S CUSTOMER SERVICE REPRESENTATIVES PRESENT THE OPTION TO HEAR MORE ABOUT THE SOP.

A. In each of these 10 calls, the PPL customer service representatives established new service or otherwise handled the customer's purpose for the call and completed those transactions. At the end of that portion of the call, the representative did not routinely read the complete script to introduce the customer to the SOP as set forth in my Direct Testimony as provided by PPL. Rather, in most cases, the representative referred to the program in a shorthand manner as providing a "7% discount for 12 months," or "7% off our rate," or "7% off the generation portion of the bill." The actual script requires the representative to use the term "potential savings" and explain, if asked, about the relationship between the fixed price and the changes to the PTC. Even when the script is read and the required description of "potential savings" is provided, the representative responds to the customer's questions by emphasizing the "7% discount for a year."[2]

Q. HOW DOES THE PPL REPRESENTATIVE DESCRIBE THE TRANSFER TO HANSEN?

A. The PPL representative asks the customer's permission to transfer the call to a "specialist"

[2] See, OCA-III-1 (1), (2), (3), (5) [the customer interrupts and asks for the "automatic discount" and she agrees], (8) [customer asks if bill will be "less" and representative states, "yes, 7% off our generation rate"], (10) ["7% less for one year off the generation part of the bill"].

and the name of PPL's agent is never identified.

Q. HOW DOES HANSEN ANSWER THE TRANSFERRED CALL FROM PPL?

A. The Hansen agent answers the transferred call as "Thank you for calling PPL Electric Utilities" and proceeds to obtain customer account and personal identifying information from the customer, including the customer's 4-digit PIN to access their account with PPL Electric. It is clear from these calls that Hansen has access to PPL's customer account information and obtains this information from customers to authorize a discussion of their account details.

Q. PLEASE DESCRIBE HOW HANSEN DESCRIBES THE SOP AND SOLICITS CUSTOMERS TO ENROLL IN THE SOP.

A. I have a number of serious concerns about how PPL and its agent are presenting the SOP. I provided a critique of the Hansen scripts currently used in my Direct Testimony. I now add the following serious concerns about how Hansen is interacting with PPL's customers to solicit their enrollment in SOP:

- In 4 of the 10 calls the Hansen representative did not read the required disclosures prior to soliciting the customer's agreement to enroll with a supplier[3];
- In none of the 10 calls did the Hansen representative actually identify the specific supplier that the customer will receive. Rather, in every case the customer is informed that the supplier will be randomly selected and the customer will find out the identity of the supplier by means of a confirmation letter from PPL and the Supplier that will provide the terms and conditions;
- With regard to the calls in which the Hansen agent read all or most of the required

[3] PPL Response to OCA-III-1 (1), (2), (3), and (9).

script, the response to any questions from the customer typically resulted in referring to the program as “our standard offer” and “our discount”, and “our offer,”[4];

- In several calls the customer is told that this program offers the “lowest rate that PPL can offer,”[5] with the implication that the customer could not obtain a lower rate or different terms from their own research.
- Only one call educated the customer on the existence of PaPowerSwitch.com and it was that one call in which the customer declined to enroll with SOP.[6]
- In none of these 10 calls did the agent qualify their promises of the 7% discount by repeating or explaining the script language (even when given) that the discount is not guaranteed to be the same each month due to the changes in the PTC. Rather, the script was never explained in dialogue with the customer and the 7% discount was emphasized without any qualifications.

Q. AS A RESULT OF YOUR REVIEW OF THESE CALL RECORDINGS, DO YOU HAVE ADDITIONAL CONCLUSIONS?

A. Yes. It is not clear that PPL has undertaken any internal review of its own SOP required disclosures and scripts based on my review of these call recordings. It appears that no matter what the script states, PPL and its agent persist in marketing this program as if the 7% discount is a given for the entire 12-month SOP contract. Customers are not educated neutrally about their ability to shop and compare prices or supplier terms and conditions. Rather, customers are offered this program as a benefit provided by PPL without even identifying any potential or actual supplier that the customer will be enrolled with. I have

[4] Ibid, (1), (3), (6), and (9).
[5] Ibid., (6), (9)
[6] Ibid., (6).

never reviewed any of the other SOP programs in which the customer is not informed of the specific supplier that will be providing the service under this program. The persistence in the lack of compliance in not only reading the script but using and explaining the script is a serious defect in light of the many years in which this program has been operating and reviewed in DSP proceedings since 2013.

Q. WHAT DO YOU RECOMMEND?

A. I recommend that PPL be required to make the following reforms:

- PPL should temporarily halt the implementation of the SOP until the defects and improper actions as documented in these calls can be corrected and a supervisory program developed to ensure that these reforms will be implemented;
- Contrary to my Direct Testimony, I now disagree with PPL's proposal to allow its customer service representatives to use "guidelines" in presenting the SOP. It is clear from these calls that (1) customer service representatives already fail to follow the required scripts in a manner that is misleading; and (2) there is no evidence that customers are refusing to hear about the program when the script is presented correctly since all 10 of these callers agreed to be transferred to hear more about the program.
- PPL should inform customers that the call will be transferred to PPL's agent to present the details of the SOP, ask the customer permission to share their customer account information, and not allow Hansen to identify their representatives as "PPL electric utilities."
- The Hansen contract should include performance requirements that penalize the agent for the failure to properly present the SOP and correctly and neutrally describe the program and answer customer questions with information that is stated in the required

scripts.

Q. DOES THIS COMPLETE YOUR SUPPLEMENTAL DIRECT TESTIMONY AT THIS TIME?

A. Yes.

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

VERIFICATION

I, Barbara R. Alexander, hereby state that the facts set forth in my Supplemental Direct Testimony, OCA Statement 2-SUPP, are true and correct to the best of my knowledge, information and belief 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 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

DATED: July 14, 2020
*292087

Signature: DocuSigned by: 8D0E58CA47E24C2
Barbara R. Alexander

Consultant Address: Barbara Alexander Consulting, LLC
83 Wedgewood Drive
Winthrop, Maine 04364

COMMONWEALTH OF PENNSYLVANIA

OFFICE OF CONSUMER ADVOCATE
555 Walnut Street, 5th Floor, Forum Place
Harrisburg, Pennsylvania 17101-1923
(717) 783-5048
800-684-6560

@pa_oca
/pennoca

FAX (717) 783-7152
consumer@paoca.org

July 23, 2020

Via Electronic Mail Only
The Honorable Elizabeth H. Barnes
Office of Administrative Law Judge
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

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

Dear Judge Barnes:

Enclosed please find a copy of the Rebuttal Testimony being submitted on behalf of the Office of Consumer Advocate in the above-referenced proceeding, as follows:

Rebuttal Testimony of Steven L. Estomin, OCA Statement 1-R
Rebuttal Testimony of Barbara R. Alexander, OCA Statement 2-R

Copies have been served on the parties as indicated on the enclosed Certificate of Service.

Respectfully submitted,

/s/ David T. Evrard
David T. Evrard
Assistant Consumer Advocate
PA Attorney I.D. # 33870
E-Mail: DEvrard@paoca.org

Enclosures:
cc: PUC Secretary Rosemary Chiavetta, (Letter and Certificate of Service only)
Certificate of Service
*292698

CERTIFICATE OF SERVICE

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

I hereby certify that I have this day served a true copy of the following documents, the Office of Consumer Advocate's Rebuttal Testimony as follows:

Rebuttal Testimony of Steven L. Estomin, OCA Statement 1-R

Rebuttal Testimony of Barbara R. Alexander, OCA Statement 2-R

upon parties of record in this proceeding in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant), in the manner and upon the persons listed below:

Dated this 23rd day of July 2020.

SERVICE BY E-MAIL ONLY

Gina L. Miller, Esquire
Bureau of Investigation & Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Steven C. Gray, Esquire
Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101-1923

Kimberly A. Klock, Esquire
Michael J. Shafer, Esquire
PPL Services Corporation
2 North 9th Street
Allentown, PA 18101

Michael W. Hassell, Esquire
Lindsay A. Berkstresser, Esquire
Post & Schell, P.C.
17 North Second Street, 12th Floor
Harrisburg, PA 17101-1601

Elizabeth R. Marx, Esquire
John W. Sweet, Esquire
Ria M. Pereira, Esquire
Pennsylvania Utility Law Project
118 Locust Street
Harrisburg, PA 17101

Deanne M. O'Dell, Esquire
Kristine E. Marsilio, Esquire
Eckert Seamans Cherin & Mellott, LLC
213 Market Street, 8th Floor
P.O. Box 1248
Harrisburg, PA 17101

Kenneth L. Mickens, Esquire
The Sustainable Energy Fund
316 Yorkshire Drive
Harrisburg, PA 17111

Todd S. Stewart, Esquire
Hawke McKeon & Sniscak LLP
100 North Tenth Street
Harrisburg, PA 17101

Derrick Price Williamson, Esquire
Barry A. Naum, Esquire
Spilman Thomas & Battle, PLLC
1100 Bent Creek Boulevard, Suite 101
Mechanicsburg, PA 17050

John F. Lushis, Jr., Esquire
Norris McLaughlin, P.A.
515 W. Hamilton Street
Suite 502
Allentown, PA 1810

Gregory L. Peterson, Esquire
StateWise Energy PA LLC
201 West Third Street
Suite 205
Jamestown, NY 14701-4907

Pamela C. Polacek, Esquire
Adeolu A. Bakare, Esquire
Jo-Anne S. Thompson, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

Lauren M. Burge, Esquire
Eckert Seamans Cherin & Mellott, LLC
600 Grant Street
44th Floor
Pittsburgh, PA 15219

Charles E. Thomas, III, Esquire
Thomas, Niesen & Thomas
212 Locust Street, Suite 600
Harrisburg, PA 17101

James Laskey, Esquire
Norris McLaughlin, P.A.
400 Crossing Blvd.
8th Floor
Bridgewater, NJ 08807

/s/ David T. Evrard
David T. Evrard
Assistant Consumer Advocate
PA Attorney I.D. # 33870
E-Mail: DEvrard@paoca.org

Aron J. Beatty
Senior Assistant Consumer Advocate
PA Attorney I.D. # 86625
E-Mail: ABeatty@paoca.org

Counsel for:
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
Phone: (717) 783-5048
Fax: (717) 783-7152
Dated: July 23, 2020
*292700

OCA STATEMENT NO. 1R

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

PETITION OF PPL ELECTRIC UTILITIES CORPORATION FOR APPROVAL OF DEFAULT SERVICE PROGRAM	**))))**	**DOCKET NO. P-2020-3019356**

REBUTTAL TESTIMONY

OF

STEVEN L. ESTOMIN

ON BEHALF OF THE

PENNSYLVANIA OFFICE OF CONSUMER ADVOCATE

JULY 23, 2020

EXETER
ASSOCIATES, INC.
10480 Little Patuxent Parkway, Suite 300
Columbia, Maryland 21044

TABLE OF CONTENTS

I. INTRODUCTION

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Steven L. Estomin. I am an independent economics consultant. My office is located at 5821 Beaurivage Avenue, Sarasota, Florida 34243.

Q. HAVE YOU PREVIOUSLY TESTIFIED IN THIS PROCEEDING?

A. Yes. I submitted Direct Testimony in this proceeding on June 16, 2020 on behalf of the Pennsylvania Office of Consumer Advocate ("OCA").

Q. WHAT IS THE PURPOSE OF YOUR REBUTTAL TESTIMONY IN THIS PROCEEDING?

A. My Rebuttal Testimony addresses certain issues raised by other intervenors in this proceeding. The issues that I address include: (1) the PPL Electric Utilities Corporation's ("PPL" or the "Company") proposed Alternative Energy Credit ("AEC") procurement plan; (2) the Company's proposed Renewable Energy Rate option; (3) issues related to PPL's proposed Time-of-Use ("TOU") rate program; and (4) concerns regarding how aspects of the Company's proposed Default Service Plan ("DSP") V relate to PJM's second compliance filing with the Federal Energy Regulatory Commission ("FERC") regarding PJM's Minimum Offer Price Rule ("MOPR").

II. <u>PPL'S AEC PROCUREMENT PLAN</u>

Q. WHAT IS PPL REQUESTING IN THIS CASE?

A. PPL is proposing to acquire AECs necessary to meet Pennsylvania's Alternative Energy Portfolio Standard ("AEPS") Act on a stand-alone basis rather than have the wholesale default service suppliers include the requisite number and type of AECs as part of their bids to supply default service power. The AECs would be procured through a separate auction process, conducted semi-annually – once in January and once in July. The number and type of AECs purchased in January would be based on projections covering the December through May period; the AECs purchased in July would be based on projections of need for the June through November period. Any costs resulting from deviations between purchases and quantities/types required and those ultimately needed would be subject to reconciliation.

Q. DID YOU ADDRESS THIS ISSUE IN YOUR DIRECT TESTIMONY?

A. Yes. In my Direct Testimony, I expressed support for this proposal as a means of potentially obtaining more favorable default service prices for residential customers.

Q. TO WHICH WITNESSES ON THIS ISSUE ARE YOU RESPONDING?

A. I am responding to the comments of Christopher Keller, who submitted Direct Testimony on behalf of the Bureau of Investigation and Enforcement ("I & E") and to the comments of Robert Knecht, who submitted Direct Testimony on behalf of the Office of Small Business Advocate ("OSBA").

Q. PLEASE DESCRIBE THE POSITION OF MR. KELLER.

A. Mr. Keller does not oppose the Commission's acceptance of the PPL proposal regarding the acquisition of AECs to meet the AEPS Act requirements for default service customers, though Mr. Keller recommends that the proposal should be accepted as a pilot program. Specifically, Mr. Keller recommends in this regard that

PPL be required to submit certain information, including: (1) the cost of AECs as a component of PPL's fixed-price and spot-market Default Service supply; (2) the price of the AECs procured on a stand-alone basis; and (3) the forecasted and actual number of AECs procured and required, respectively, for each June through November period and each December through May period over the four years covered by DSP V. These data would be provided by the Company in its next DSP proceeding and used in large part to determine the cost-effectiveness of the pilot.[1]

Q. DO YOU AGREE WITH MR. KELLER'S RECOMMENDATIONS?

A. I do not oppose Mr. Keller's treatment of the proposed AEC procurement approach as a pilot along with the data submission requirements specified by Mr. Keller at the Company's next DSP filing. I do not believe, however, that the requested information related to the cost of the AECs will shed very much light on the cost-effectiveness of the program since there will be no contemporaneous alternative against which to make a comparison. I would agree with Mr. Keller that the data needed to evaluate the accuracy of the Company's forecasting of AEC needs would be beneficial for assessment of the reasonableness of the program and its impact on the reconciliation of default service costs and revenues.

Q. PLEASE DESCRIBE THE POSITION OF MR. KNECHT.

A. Mr. Knecht accepts as credible PPL's argument that procuring AECs separately from the wholesale power supplies would reduce the risk faced by the wholesale Default Service suppliers and hence allow the wholesale suppliers to offer lower prices.[2] Mr. Knecht believes that the current PPL "…default service approach is already modestly

[1] Direct Testimony of Mr. Christopher Keller submitted on behalf of the Bureau of Investigation and Enforcement, I&E Statement No. 1, p. 4, lines 9-17.
[2] Direct Testimony of Mr. Robert Knecht submitted on behalf of the Pennsylvania Office of Small Business Advocate, OSBA Statement No. 1, p. 12, lines 11-13.

skewed in favor of wholesale suppliers."[3] To avoid further imbalance, Mr. Knecht recommends that the Company's proposal be rejected unless Electric Generation Suppliers ("EGSs") are allowed to opt-in to PPL's AEC procurements.[4]

Q. DO YOU AGREE WITH MR. KNECHT?

A. No, I do not agree with Mr. Knecht's recommendation. PPL is proposing a modification to its current default service procurement method that could possibly result in more favorable prices.[5] Mr. Knecht is recommending that the proposed approach be rejected not because it could increase costs to default service customers, but because it could lower costs to default service customers.

With respect to EGSs being able to opt-in to the PPL AEC procurement, it is not clear how such a program would operate without exposing default service customers to additional price risk. PPL's proposal is for AECs to be procured based on a forecast of the default service load over the coming six months and the AECs are purchased within days of the conclusion of the auction. To insulate default service customers from risks and potential costs associated with EGS participation,[6] the AECs purchased for participating EGSs, presumably based on their assessment of their own requirements, would need to be transferred to, and paid for by, the EGSs at about the same time. EGSs, however, already have the ability to operate in this manner on their own in the AEC market, without the involvement of PPL, if they assess that to be the most beneficial method by which to serve their customers and attract new customers.

[3] *Id.*, lines 21-22.
[4] *Id*., lines 22-24.
[5] The degree to which default service prices could be favorably affected is not known and will likely not be known after the fact with certainty given that there will not be an alternative yardstick by which to measure the benefit, if any.
[6] Such risks would include the risk that EGS loads decline over the ensuing six-month period, that the EGS ceases to operate in the service area, or that the EGS has seriously erred in its assessment of future EGS requirements.

III. PPL's RENEWABLE ENERGY RATE OPTION

Q. WHAT HAS PPL PROPOSED REGARDING THE RENEWABLE RATE OPTION?

A. PPL has proposed to offer an additional default service product for which 100 percent of the energy would be backed by the combination of the AECs required under the AEPS Act and Pennsylvania-eligible Tier I AECs. The price of this alternative product will equate to approximately the cost of standard default service product plus the cost of the additional Tier I AECs needed to obtain 100 percent energy coverage for the product. The AECs for the Renewable Energy Rate option (above the AEPS Act requirements) would be procured at the same time as the AECs for the remainder of the default service load, but would not be based on projections. Rather the Renewable Energy Rate option AECs would be purchased after the energy consumed under that program is known.

Q. DID YOU ADDRESS PPL'S RENEWABLE ENERGY RATE OPTION IN YOUR DIRECT TESTIMONY?

A. Yes. In my Direct Testimony, I did not oppose the proposal. I indicated, however, that some of the resources that are eligible as Tier I and Tier II cannot be considered to be renewable. Consequently, I recommended that PPL either change the composition of the AECs that would be used under the program or rename the program to something more in line with the AECs being used to support the program.

Q. WHO ARE THE WITNESSES TO WHOM YOU ARE RESPONDING ON THE ISSUE OF PPL'S PROPOSED RENEWABLE ENERGY RATE OPTION?

A. I am responding to the testimonies of Christopher Keller, submitted on behalf of I&E; Robert Knecht, submitted on behalf of the OSBA; and Christopher Kallaher, submitted on behalf of seven EGSs ("EGS Parties").

Q. WHAT IS YOUR UNDERSTANDING OF MR. KELLER'S POSITION ON THIS ISSUE?

A. Mr. Keller notes that PPL did not conduct any analysis regarding the degree of interest in participating in the program.[7] Because he sees the potential that only a very small number of default service customers may participate, and because there may be undesirable impacts on the Company's reconciliation factors, he recommends that the program be approved as a pilot.[8] As a pilot program, certain reporting requirements would be placed on PPL so that the Commission and interested parties can review the effectiveness of the program.[9]

Q. DO YOU AGREE WITH MR. KELLER'S RECOMMENDATIONS?

A. I do not oppose Mr. Keller's recommendations.

Q. WHAT IS YOUR UNDERSTANDING OF MR. KNECHT'S POSITION ON PPL'S PROPOSED RENEWABLE ENERGY RATE OPTION?

A. Mr. Knecht, testifying on behalf of OSBA, recommends that PPL's proposed program be rejected by the Commission. Mr. Knecht's view is that this type of program goes beyond what default service is intended to be and, further, there is no evidence that this type of product is not already being provided by the market.[10]

Q. DO YOU AGREE WITH MR. KNECHT'S RECOMMENDATIONS?

---

[7] Direct Testimony of Christopher Keller, I&E Statement No. 1, p. 7, lines, 19-21.
[8] *Id*., lines 6-14.
[9] *Id*., p.6, lines 18-22.
[10] Direct Testimony of Mr. Robert Knecht, OSBA Statement No. 1, p. 17, lines 8-21.

A. If the program fails to attract an acceptably large number of participants, as judged by PPL and other interested parties, the program would be terminated at the conclusion of the DSP V period. If an acceptably large number of participants opt into the program, that would serve to demonstrate a need for the program; that is, it would fill a need not presently being adequately met by the market.

Q. PLEASE EXLPAIN YOUR UNDERSTANDING OF MR. KALLAHER'S POSITION ON THE ISSUE OF PPL OFFERING A RENEWABLE ENERGY RATE OPTION.

A. Mr. Kallaher, testifying on behalf of the EGS Parties, recommends that the PPL proposal be rejected by the Commission. The reasons offered for his recommendation that the Renewable Energy Rate proposal be rejected are that: (1) there is no need for this product; and (2) more than one default service product is prohibited by Commission regulations.[11] To support his argument of no need, Mr. Kallaher points to the PAPowerswitch.com website, which he states indicates that there are approximately 50 offerors of 100 percent renewable energy.[12] The arguments that Mr. Kallaher puts forward with respect to prohibitions on more than one default service being offered are legal in nature and will be addressed by the OCA on brief.

Q. DO YOU AGREE WITH MR. KALLAHER REGARDING THE NEED FOR THIS PROGRAM?

A. Whether the program is needed will be determined by participation in the program. As I stated previously, insufficient participation will induce PPL and interested

[11] Direct Testimony of Mr. Christopher H. Kallaher on behalf of EGS Parties, EGS Parties' Statement No. 1, p. 23, lines 3-6.
[12] *Id.*, lines 11-14.

parties to move to cancel the program at the end of the DSP V period. To the extent that there is sufficient participation, the need for the program would be demonstrated.

Q. WOULD YOU AGREE THAT THERE ARE MULTIPLE EGSs OFFERING 100 PERCENT RENEWABLE ENERGY IN PENNSYLVANIA?

A. Yes, though the bulk of those offerings are for products fundamentally different from what PPL is proposing. Examination of the PAPowerswitch.com website showed dozens of firms providing renewable energy options, but the overwhelming majority of these offerings appear to be for energy backed up with "national" Renewable Energy Credits ("RECs") or RECs of unspecified origin, either of which, for example, can be met with Texas RECs at a current cost of approximately $1.00 per REC (i.e., per MWh) compared to Pennsylvania Tier I AECs, which are currently trading at approximately $9.30.[13] I was able to identify only three firms operating in the PPL service area that are offering a residential product roughly similar to that being proposed by PPL, that is, a product backed with 100 percent Pennsylvania-eligible Tier I AECs – Community Energy, The Energy Co-op, and WGL Energy. The market, therefore, appears not to be responding to a need for locally generated renewable energy in as robust a fashion as it has responded to a perceived need for remotely generated renewable energy or as robustly as suggested by Mr. Kallaher.

IV. <u>PPL's PROPOSED TOU RATE PROGRAM</u>

Q. PLEASE SUMMARIZE PPL'S PROPOSED TOU RATE PROGRAM.

A. PPL proposes to basically retain the TOU arrangements that it currently has in place with the exception that the wholesale supply for the TOU load will be procured as

[13] S&P Global Market Intelligence, Renewable Energy Credits Table (filtered for most recent six months for Texas RECs and Pennsylvania Tier 1 AECs), market data reported for July 10, 2020. https://platform.marketintelligence.spglobal.com

part of the non-TOU default service load rather than separately procured. This approach is the same as the Company's contingency procurement plan for TOU supply under DSP IV, which the Company has relied upon due to the lack of market interest in bidding on the product.

Q. DID YOU RECOMMEND ANY CHANGES TO PPL'S PROPOSED TOU PROGRAM?

A. No, I did not.

Q. TO WHICH WITNESS ARE YOU RESPONDING REGARDING TESTIMONY RELATED TO THE COMPANY'S PROPOSED TOU RATE PROGRAM?

A. I am responding to the Direct Testimony of OSBA's witness, Mr. Knecht.

Q. WHAT IS THE SPECIFIC ISSUE THAT YOU WANT TO ADDRESS?

A. Mr. Knecht recommends that the Company's proposal be adopted but suggests the re-evaluation of the Company's on-peak and off-peak periods prior to the submission of PPL's next default service plan to ensure that market changes are properly reflected.[14] In particular, he notes that the periods with the highest loads may not correspond to the periods of the highest prices given the growing importance of solar and wind generation.

Q. DO YOU SUPPORT MR. KNECHT'S POSITION?

Yes, and I recommend its adoption.

[14] Direct Testimony of Mr. Robert Knecht, OSBA Statement No. 1, p. 15, line 17 through p. 16, line 2.

V. ISSUES RELATED TO PJM'S MINIMUM OFFER PRICE RULE

Q. PLEASE EXPLAIN THIS ISSUE IN THE CONTEXT OF PPL'S PROPOSED DSP V.

A. The FERC April 2020 Clarification of the Minimum Offer Price Rule stated that the FERC considered default service as providing a state subsidy to the resources that supply energy under those programs. This would mean that any suppliers relying on generation resources in the PJM footprint would be subject to the MOPR, which entails a greater risk that the resource may not clear PJM's capacity auction and thus deprive the generation resource of capacity revenues. The FERC's Clarification also indicated that resources that are used to supply load to a third party, which are then sold to a default service bidder, would be subject to the MOPR. PJM, in its compliance filing in response to the FERC Clarification, specified certain conditions that, if met by the default service program, would allow supplying generation resources to avoid application of the MOPR. Those conditions include, among others, that: (1) the procurement of default service supplies be competitive, with no specifications, limitations, or restrictions on the type or location of resources eligible to bid; and (2) the retail default service generation should be associated with a market-based rate that retail customers can avoid paying by obtaining supply from a competitive retail supplier of their choice. The FERC has not issued a ruling regarding PJM's second compliance filing.

Q. HAVE ISSUES RELATED TO PJM'S SECOND COMPLIANCE FILING BEEN RAISED IN THE CONTEXT OF THIS PROCEEDING?

A. Yes, Mr. Kallaher, testifying on behalf of the EGS Parties, addressed this issue in his Direct Testimony. Mr. Kallaher does not focus on the competitiveness of the PPL proposed Default Service supply auction process, which would appear to pose no issues with respect to the requirements put forward by PJM to avoid participants being subject to the MOPR. Instead, he focuses on the second item, and in particular expresses a concern about: (1) PPL's proposal to require Customer Assistance Program (CAP) customers to receive Default Service, that is, exclude CAP customers from shopping for generation to avoid potentially adverse economic impacts on these customers; and (2) the lack of a market-based default service generation rate due to inappropriate cost allocation between PPL's distribution service and its default service, which, according to Mr. Kallaher, results in PPL's default service being subsidized. These circumstances, again according to Mr. Kallaher, would expose PPL's default service power supply auction participants, and upstream generation resources, to application of the MOPR

Q. DO YOU CONCUR WITH MR. KALLAHER'S ASSESSMENT?

A. No, for multiple reasons. Mr. Kallaher's assessment that the exclusion of CAP customers from participation in customer choice poses a violation of what will be PJM's ultimately FERC-approved parameters is without any basis. Any residential default service customer is eligible to leave default service and opt for generation service from an EGS. Those residential customers participating in the CAP, however, would simply need to forgo participation to accommodate shopping.

Mr. Kallaher's contention that the default service rate, that is, the Price-to-Compare ("PTC"), is not market-based is incorrect. The power is procured through a competitive auction monitored by an independent third party. He also states that there is "…little attempt to include retail cost components that the EGS competitors of default service incur when providing retail electric service in the PPL service territory."[15] The PTC rate is, and should be, calculated on the basis of costs incurred to provide that service, not on the basis of costs that a competitive supplier may incur to provide a competitive service. The Commission has supported this position, stating: "The PTC does not determine the level of costs that would equal an EGS's costs for like services."[16] Further, as Mr. Kallaher notes in his discussion of PPL's proposed Renewable Energy Rate option, multiple competitive firms provide competitive service at a price that is below the PTC, including firms that provide 100 percent renewable energy from out-of-region sources.[17] The ability of EGSs to effectively compete with Default Service is evidence that PPL's DSP V proposal meets the requirements in PJM's second compliance filing with the FERC.

Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?

A. Yes, it does.

292894

[15] Direct Testimony of Christopher H. Kallaher, EGS Parties' Statement No. 1, p. 8, lines 3-4.
[16] Pennsylvania Public Utility Commission, Opinion and Order in consolidated Docket Nos. R-2018-3000164, C-2018-3001112, C-2018-3001043, and C-2018-3001471, December 20, 2018.
[17] Direct Testimony of Christopher H. Kallaher, EGS Parties' Statement No. 1, p. 23, lines 11-14.

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

VERIFICATION

I, Steven L. Estomin, hereby state that the facts set forth in my Rebuttal Testimony, OCA Statement 1-R, are true and correct to the best of my knowledge, information and belief 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 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

DATED: July 23, 2020
*292695

Signature: Steven Estomin
Steven L. Estomin

Consultant Address: Exeter Associates, Inc.
10480 Little Patuxent Parkway
Suite 300
Columbia, MD 21044-2690

OCA Statement No. 2-R

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of PPL Electric Utilities Corp.	:	
For Approval of its Default Service Program	:	Docket No. P-2020-3019356
for the Period from	:	
June 1, 2021 through May 31, 2025	:	

REBUTTAL TESTIMONY

OF

BARBARA R. ALEXANDER

Barbara Alexander Consulting LLC

ON BEHALF OF THE

PENNSYLVANIA OFFICE OF CONSUMER ADVOCATE

July 23, 2020

Q. PLEASE STATE YOUR NAME, ADDRESS AND OCCUPATION.

A. My name is Barbara R. Alexander. I am the sole member of Barbara Alexander Consulting LLC. My address is 83 Wedgewood Dr., Winthrop, ME 04364. I appear in this case as a witness on behalf of the Office of Consumer Advocate (OCA).

Q. HAVE YOU TESTIFIED PREVIOUSLY IN THIS PROCEEDING?

A. Yes. I submitted Direct Testimony on June 25, 2020 and Supplemental Direct Testimony on July 14, 2020 on behalf of the OCA.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. I am submitting Rebuttal Testimony in response to the Testimony of Mr. Christopher Kallaher on behalf of the EGS Parties (Direct Energy Services, Interstate Gas Supply, Inc., Shipley Choice LLC, NRG Energy, Inc., Vistra Energy Corp., ENGIE Resources LLC, and WGL Energy Services, Inc.), Mr. Aaron Jacobs-Smith on behalf of Inspire Energy Holdings LLC (Inspire), and Mr. Pete Muzsi on behalf of Starion Energy PA, Inc. (Starion) with respect to their recommendations concerning PPL Electric's Standard Offer Program (SOP) and CAP Shopping Program.

Q. BASED ON THE TESTIMONY OF THESE SUPPLIERS, DO YOU HAVE ANY CHANGES TO THE RECOMMENDATIONS IN YOUR DIRECT AND SUPPLEMENTAL DIRECT TESTIMONY?

A. No. Without exception, the suppliers ignore the evidence that PPL submitted about the actual customer prices charged by suppliers pursuant to their negative option renewal offers after the 12-month SOP contract. The suppliers reject PPL's proposal to retain CAP customers on default service and seek to require PPL to implement a CAP Shopping program without any consideration of the implementation costs.[1]

Q. DOES MR. KALLAHER'S TESTIMONY ADDRESS PPL'S EVIDENCE ABOUT PRICES PAID BY CUSTOMERS UPON RENEWAL OF THE FIXED PRICE SOP CONTRACT?

A. He provides no evidence that contradicts the findings presented by PPL. Nor does he provide any evidence about the renewal prices charged by his coalition of suppliers. His emphasis on the notion that "positive action by a customer," "affirmative choice," and the "primacy of customer choice"[2] should govern market choice is belied by the negative option policy governing renewal of supplier contracts in which the lack of any "positive action" by the customer leads to a new supplier contract with terms that are not affirmatively agreed to by the customer. While Mr. Kallaher chooses to focus on the group of SOP customers who did make an affirmative choice, he fails to address the significant issue faced by the group of customers who did not make a choice and ended up with prices that were significantly in excess of PPL's default service price.[3] It is those group of customers that PPL's proposal seeks to address and that I agree is a reasonable response to the evidence. PPL's proposal will not impact those customers who have made an affirmative choice.

Q. IS MR. KALLAHER'S STATEMENTS ABOUT THE POTENTIAL SAVINGS THAT

---

[1] Mr. Steven Estomin's Rebuttal Testimony on behalf of the OCA addresses Mr. Kallaher's statements about the implications of the wholesale market rules on the design of Pennsylvania's retail market and default service, including the CAP Shopping program.

[2] Direct Testimony of Christopher Kallaher, EGS Parties' St. No. 1, page 14 (line 13), page 14 (line 8), page 17 (line 13), and page 19 (line 3).

[3] EGS Parties' Response to OCA-IV-12. Mr. Kallaher avoids any comments on the prices reflected in the PPL presentation of renewal contract prices on the grounds that PPL's public testimony did not include any actual prices. However, PPL's testimony clearly documented the percentage by which some of these prices exceeded the applicable PTC. It is not necessary to know the "price" is you know the percentage by which the price exceeded the PTC.

DEFAULT SERVICE CUSTOMERS ARE LOSING VALID?

A. No. Mr. Kallaher attaches a document authored by the Retail Electric Supply Association that purports to show the savings between EGS offers and the Price to Compare for Pennsylvania electric distribution companies for April 2020, alleging that customers could save "more than $61 million" and that PPL customers could have saved $28 million by leaving default service.[4] However, Mr. Kallaher is unable to provide the basis for any of the calculations in this document and it should, therefore, be ignored.[5] Nor has Mr. Kallaher or his coalition of suppliers done any analysis of what customers actually pay over time for their own contracts compared to default service.[6] Furthermore, while it may be possible for suppliers to offer savings based on a one-month snapshot, every publicly available analysis of supplier prices and default service in Pennsylvania and other retail market states concludes that on average and over any reasonable period of time (1-3 years), supplier prices are higher than default service. I attach Exhibit BA-4 a list of the citations to these studies that I compiled in mid-2019.

Q. MR. PETE MUZSI ON BEHALF OF STARION EXCUSES HIGH RENEWAL PRICES DOCUMENTED BY PPL ON THE GROUNDS THAT COMPARING PPL'S DEFAULT SERVICE PRICE WITH A "COMPETITIVE RETAIL PRICE IS FLAWED."[7] DO YOU AGREE?

A. No. Mr. Muzsi provides the frequently made EGS response to the analysis of high supplier prices compared to default service, alleging that certain benefits excuse higher prices, such as "renewable products or desire to receive service from a particular EGS due to ease of

[4] Ibid., Exhibit EGS-2.
[5] EGS Parties' Response to OCA-IV-8.
[6] EGS Parties' Response to OCA-IV-9.
[7] Direct Testimony of Pete Muzsi, Starion St. No. 1, at 6.

communication with that EGS or other factors which are not available from PPL."[8] Inevitably, as Mr. Muzsi does as well, suppliers mention their "rewards" and "discounts" on products and services that have nothing to do with the customer's electric bill and are not included in the terms and conditions of the generation supply contract. I have several responses to these alleged benefits:

- The purpose of the Pennsylvania Customer Choice law was explicitly intended to lower the cost of generation supply service.
- The purpose of the customer education program associated with the adoption of the retail market in Pennsylvania was and is to compare the EGS price for generation supply service with the Price to Compare. The suggestion that this comparison should not govern the basis for the customer's choice means that the millions of dollars incurred by ratepayers for these education programs was wasted.
- Non-basic or non-commodity "benefits," do not appear on the electric bill, but the higher supplier prices are billed and collected by the EDC with the threat of termination of essential electric service for nonpayment pursuant to the Purchase of Receivables policies. This vital distinction supports my view that the price charged for generation supply service must assume a higher level of concern than non-contract "benefits."
- The alleged benefits are not publicly reported or even included in the terms and conditions of the generation supply contracts. As a result, there is no documentation as to the actual "value" that is provided to customers in Pennsylvania as a result of the agreement to pay higher prices.
- As to renewable energy benefits, those benefits depend on whether the renewable

[8] Ibid., at 6, lines 14-16.

energy promoted by the supplier actually improves the quantity of renewable energy delivered to the Pennsylvania customers via the PJM wholesale market. Starion Energy's terms and conditions do not inform the Pennsylvania customer of the location of the renewable energy facility that is the source of the Renewable Energy Credits that the supplier promises to purchase. Starion offers an "EcoGreen Secure" product to Pennsylvania customers. According to Starion's website, "We will match 100% of your electricity usage with renewable energy certificates (RECs) sourced from wind farms across the USA."[9] The actual Terms and Conditions for this product do not inform the customer about any the renewable energy feature for this product.[10] While discovery is pending on this matter, there is no evidence that Starion's renewable energy products provide any renewable energy in the PJM wholesale market.

Q. TURNING TO THE CAP SHOPPING PROGRAM, MR. KALLAHER PROPOSES THAT SUPPLIERS BE ALLOWED TO RETAIN CAP CUSTOMERS WITH A SOP CONTRACT AT OR BELOW THE PTC. DO YOU AGREE?

A. Mr. Kallaher's recommendation is exactly what I would recommend for all SOP customers. With regard to CAP customers, his recommendation does appear to conform to the Guidelines proposed by the Commission. However, it is not clear whether Mr. Kallaher recognizes that the current SOP does not conform to the CAP shopping guidelines since the 7% discount is not "permanent" and the actual rate in the SOP contract can be higher or lower than the PTC over the 12-months. Therefore, the SOP as currently constructed carries the risk that the CAP customer could pay more than the PTC in subsequent months.

[9] https://www.starionenergy.com/service-areas/pennsylvania/
[10] The Terms of Service for Starion's Eco-Green Secure Plan is available at: https://www.starionenergy.com/downloads/statedocuments/38_20180115PA-EcoGreen-TOS.pdf I attach this document as Exhibit BA-5.

That feature is not acceptable for CAP customers. As a result, there is no actual CAP Shopping program recommended by Mr. Kallaher.

Q. MR. JACOBS-SMITH ON BEHALF OF INSPIRE REJECTS THE ELIMINATION OF THE CAP-SOP PROGRAM. DO YOU AGREE WITH THIS REASONING?

A. No. Mr. Jacobs-Smith alleges that the SOP provides "savings" to PPL's CAP customers and should continue. He refers to this program as offering a "guaranteed 7% discount."[11] However, he is incorrect in his description of this program since the customer is not guaranteed savings and the fixed price may be higher or lower than the PTC over the 12-month SOP contract term. The CAP customers who enrolled with Inspire have experienced the up and down nature of the "savings." CAP customers who enrolled with Inspire prior to June 2020 are currently receiving a discount of 2.55% below PPL's current PTC.[12] Regardless of whether PPL is required to develop a CAP Shopping Program, the current CAP-SOP does not conform to the Commission's policies and must be substantially reformed or eliminated.

Q. MR. JACOBS-SMITH CLAIMS THAT RETURNING SOP CUSTOMERS TO DEFAULT SERVICE WOULD BE THE EQUIVALENT OF SLAMMING. DO YOU AGREE?

A. No. If the provisions of the SOP contract is required to return the customer to default service if the customer does not affirmatively accept a renewal offer from the supplier, this policy would not be slamming. Furthermore, CAP customers are required by the CAP-SOP program rule to be returned to default service and this policy is not slamming either,

[11] Direct Testimony of Aaron Jacobs-Smith, Inspire St. No. 1, at 6.
[12] Inspire Response to OCA-V-5.

a policy that Mr. Jacobs-Smith recognizes.[13]

Q. DO YOU HAVE FURTHER TESTIMONY AT THIS TIME?

A. No. However, I reserve the right to respond to discovery that is pending under various Motions to Compel.

292833

Exhibit BA-4

OCA STATEMENT NO. 2-R, EXHIBIT BA-4

EXAMPLES OF PUBLIC STUDIES COMPARING SUPPLIER PRICES TO DEFAULT SERVICE

Connecticut Office of Consumer Counsel ("OCC") Press Release *Time To End the Third-Party Residential Electric Supply Market (Feb. 4, 2019).available at* https://www.ct.gov/occ/lib/occ/2-4-19_press_release.pdf

See also, https://portal.ct.gov/-/media/OCC/Fact-sheet-electric-supplier-market-April-2020.docx

Illinois Commerce Commission*, Office of Retail Market Development ("ORMD") 2018 Annual Report*, at 27-32 (June 29, 2018) (providing a breakdown of how residential customers who sign up with an Alternative Retail Electric Supplier ("ARES") fare in Illinois), *available at* https://www.icc.illinois.gov/reports/report.aspx?rt=22.

Maine Public Utilities Commission, Report on Competitive Electricity Provider and Standard Offer Price Comparisons (Feb. 2018).

Susan M. Baldwin and Sarah M. Bosley, on behalf of the Maryland Office of People's Counsel.
Maryland's Residential Electric and Gas Supply Markets: Where Do We Go from Here? (Nov. 2018), *available at* http://opc.maryland.gov/Portals/0/Hot%20Topics/Maryland%20Electric%20and%20Gas%20Residential%20Supply%20Report%20November%202018.pdf.

Massachusetts Attorney General's Office, *Are Consumers Benefiting from Competition? An Analysis of the Individual Residential Electric Supply Market in Massachusetts* (March 2018); *Available at:* Are Consumers Benefiting from Competition? An Analysis of the Individual Residential Electric Supply Market in Massachusetts; Massachusetts Attorney General's Office, 2019 Supplemental Report*.* See, also, "Suppliers Are Not Providing Value to Individual, Residential Customers," presentation to the New England Restructuring Roundtable, Rebecca Tepper, Chief, Energy and Telecommunications Division, Massachusetts Office of the Attorney General, October 12, 2018. Available at: http://www.raabassociates.org/main/roundtable.asp?sel=147

State of New York Public Service Commission, *In the Matter of Eligibility Criteria for Energy Service Companies*, Case 15-M-0127, et al., Initial Brief of the New York Department of Public Service Staff, at 2 (March 30, 2018).
xi http://www3.dps.ny.gov/W/PSCWeb.nsf/All/4759ECEE7586F24B85257687006F396E?OpenDocument

State of Rhode Island, Division of Public Utilities & Carriers ("DPUC"), Press Release: DPUC Enacts New Rules for Competitive Electricity Suppliers, Initiates Review of Competitive Supply Marketplace (May 8, 2018).

Makhijani, Arjun and Peltier, Laurel, Dysfunctional Residential Third-Party Energy Supply Market, December 2018, *available at*
https://www.abell.org/sites/default/files/files/Third%20Party%20Energy%20Report_final%20for%20web.pdf

N.Y. Public Service Commission, Case Nos. 12-M-0476, 98-M-1343, 06-M-0647, and 98-M-0667, *Order Adopting a Prohibition of Service to Low-Income Customers by Energy Service Companies* (Dec. 16, 2016), at
http://www3.dps.ny.gov/W/AskPSC.nsf/96f0fec0b45a3c6485257688006a701a/9398a8fe616603ce85258243006e4b99/$FILE/Order%20Adopting%20a%20Prohibition%20on%20Service%20to%20Low-Income%20Customers%20by%20Energy%20Service%20Companies.pdf

Motion of Commissioner David W. Sweet, Pennsylvania PUC, Electric Distribution Company Default Service Plans—Customer Assistance Program Shopping, Public Meeting, December 20, 2018,
http://www.puc.state.pa.us//pcdocs/1599226.pdf

Exhibit BA-5

AGREEMENT TO PURCHASE ELECTRICITY
STARION ECOGREEN SECURE PLAN
PENNSYLVANIA TERMS OF SERVICE

Background: Starion Energy PA, Inc. ("Starion") is an electric generation supplier ("EGS") licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and supply electric generation and related services in the Commonwealth of Pennsylvania (License No. A-2010-2210819). Generation prices and charges are set by the supplier you have chosen. The PUC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. The PUC does not regulate the prices or other charges from Starion found in this Agreement. Customer understands that Starion is not affiliated with or representing the Electric Distribution Company ("EDC") or PUC. You acknowledge that switching to Starion, or another EGS, is not mandatory, and that you have the option to receive default service from your EDC.

Definitions: Generation Charge: Charge for the production of electricity.

Transmission Charge: Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

Distribution Charge: Charge for delivering electricity over a distribution system to the home or business from the transmission system.

Account Management Fee: Starion charge for customer database management, utility data reconciliation, energy procurement, and other operating costs as determined in Starion's discretion. The fee applies to Starion customers in the following EDC territories: Duquesne, Met-Ed, and Penelec.

1. **Agreement to Purchase Electricity:** These Terms of Service, together with your Third-Party Verification ("TPV") or Customer Application, and your Contract Summary, constitute the agreement between Starion and the customer ("you" or "Customer") by which Starion agrees to sell and supply electricity to Customer, and Customer agrees to purchase and receive electricity from Starion, pursuant to the terms set forth herein (the "Agreement"). Customer warrants that he/she is the account holder and/or fully authorized to enter into this Agreement for the electricity account(s) specified and confirmed in the Contract Summary. This Agreement is contingent upon Customer providing complete and accurate information to Starion and subject to final acceptance by Starion.
2. **Nature of Services:** This Agreement authorizes Starion to change your electricity supplier. Starion will supply electricity to the Customer for the electricity account(s) authorized by the Customer. The electricity supplied by Starion will be delivered to the Customer by the EDC. The amount of electricity supplied under this Agreement is subject to change based on usage data provided to Starion by the EDC. Starion will purchase renewable energy certificates sourced from national wind power facilities in an amount equal to 100% of the Customer's electricity usage served under this Agreement.
3. **Price · Charges for Service:**
   a. Price: *Under this Agreement, Customer's price per kilowatt hour ("kWh") will be fixed during the Initial Term, as specified in your Contract Summary. Your price may be higher or lower than the EDC's price for default service at any time and Starion cannot guarantee savings over the EDC's price in any given month or over the duration of your contract.* You may contact Starion at 1-800-600-3040 or www.starionenergy.com for additional pricing information or to obtain the previous 24 months' average monthly billed prices for your rate class and EDC service territory. Historical pricing is not indicative of present or future pricing.
   b. Calculation of Charges: *Starion will calculate your supply charges for each billing period by multiplying (i) the price of electricity per kWh by (ii) the amount of electricity used during the billing period, and adding to the product of (i) and (ii) an Account Management Fee, if applicable.* This Agreement does not include your EDC's charges.
   c. Account Management Fee ("AMF"): *An Account Management Fee may be applied to each billing cycle, as stated in your Contract Summary. The AMF is charged for customer database management, utility data reconciliation, energy procurement and other operating costs as determined in Starion's discretion.*
4. **Term · Renewal:**
   a. Initial Term: *Your Initial Term under this Agreement will be the period of time stated in your Contract Summary*. Your Initial Term will begin on the earliest date as determined by the Customer's current account status and meter cycle. The Initial Term for a new customer will begin on the date the EDC switches your service to Starion after Starion processes your enrollment and notifies your EDC of the switch.
   b. Renewal: You will receive two (2) notices, approximately 60 and 30 days before the expiration of your Initial Term, which will explain your options going forward. If you fail to respond to either notice, you will be automatically converted to a Renewal Term determined by Starion. You will be notified of the Renewal Term length and price per kWh, along with any other changes to the Terms of Service, at least 30 days before the expiration of your Initial Term under this Agreement.
5. **Right to Rescind**: You have the right to rescind this Agreement within three (3) business days of your receipt of this Agreement by contacting Starion at: 1-800-600-3040; cancel@starionenergy.com; or P.O. Box 845, Middlebury, CT 06762.
6. **Billing and Payment**:
   a. Billing Arrangements: You will receive a consolidated bill from the EDC for each billing period containing both the electric supply services provided by Starion and the distribution, transmission and other services provided by your EDC. Your EDC will set your payment due date and payment address. You will continue to make payment for all of these services to the EDC in accordance with the payment terms stated in the EDC's tariffs. Starion's charges are due when the EDC's charges are due. *Starion does not offer budget billing directly for its services provided under this Agreement.* Customer agrees to timely

review its invoices and agrees that subject to applicable tariff and law, unless notice is given to Starion within ninety (90) days of the invoice date, all invoiced amounts will be deemed by you to be correct and Customer shall waive any right to dispute amounts set forth on such invoice.

b. Non-Payment: You will incur a late payment fee from the EDC for non-payment of a consolidated bill rendered by the EDC, in accordance with the EDC's billing policies and procedures. You are liable for any late payment fees incurred.

c. Net Metering: If you generate electricity from a renewable generating facility to offset your electricity consumption and/or use net metering at any time during the term of this Agreement, you must notify Starion.

7. **Cancellation of Existing Service:** If you presently purchase your electric supply service from another EGS, you are responsible for canceling that service pursuant to the terms of your agreement with your existing EGS, and for any cancellation fees that may apply.
8. **Notices:** Notices sent by Starion to Customer will be sent in the method chosen by the Customer, whenever possible. Otherwise, notices will revert to the default of U.S. Mail. If Customer selects to receive electronic communications from Starion, it is the Customer's responsibility to ensure that the email address provided is current and notify Starion of any changes. If you provide Starion with your email address, you consent to receive communications from Starion in electronic form.
9. **Change Notice:** If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede the effective date of the proposed changes. These notifications will explain your options going forward.
10. **Termination of Agreement · Cancellation Provisions:**

a. Termination by Customer: Customer may terminate this Agreement at any time by contacting Starion. *If Customer terminates this Agreement and, as a result, effectively cancels service prior to the expiration of the Initial Term, an early termination fee may apply, as stated in your Contract Summary*. If you terminate this Agreement, you will be returned to the EDC's default service unless you choose another EGS. The effective termination date will be determined by the EDC. You will be obligated to pay for the electricity and related services provided pursuant to this Agreement prior to the date that such termination becomes effective. If you terminate this Agreement by enrolling with a different EGS or returning to default service, Starion will not be liable for any switching time delays and you will be obligated to make payment for services under this Agreement until termination of service with Starion is effective.

b. Termination by Starion: Starion reserves the right to terminate this Agreement for any reason upon thirty (30) calendar days' advance written notice to the Customer. Some reasons why this Agreement may be canceled include: (i) non-payment: if your electric service is terminated by your EDC, then this Agreement is cancelled on the date that your service is terminated; (ii) company-initiated cancellation: if Starion cancels this Agreement for any reason other than customer non-payment, it will follow applicable rules in providing notice to you; or (iii) if you cancel this Agreement before the end of the Initial Term, you may be subjected to the penalties, fees and exceptions described above and in your Contract Summary. You will be obligated to pay for the electricity and related services provided pursuant to this Agreement prior to the date that such termination becomes effective. If Starion terminates this Agreement early, you will be returned to your EDC's default service unless you choose another EGS.

11. **Privacy Policy · Customer Information and Release Authorization:** By entering into this Agreement, you authorize Starion to obtain all information regarding your electricity account including, but not limited to, account contact information and address(es), account number(s), billing and payment information and history, credit information, historical and future electricity usage and peak electricity demand, meter reading data including smart meter data, and characteristics of electricity service. Starion will not release or sell your personal information to any other party without your consent unless required to do so by law or if necessary to defend or enforce the terms of this Agreement. Privacy of customer Information is governed by 52 Pa Code § 54.8, with which Starion will comply.
12. **Representations · Warranties:** Starion makes no representations or warranties other than those expressly set forth in this Agreement, and STARION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Starion does not represent any guarantee of savings under this Agreement.
13. **Limitation of Liability:** Starion's liability in connection with this Agreement, including without limitation any alleged liability for Early Termination by Starion as explained above, shall not exceed the amount of your largest monthly invoice for electric generation service during the twelve (12) months immediately preceding termination of this Agreement. In no event shall either party be liable to the other for any indirect, special, consequential (including lost profits or revenue), incidental, indirect or punitive damages for claims arising under this Agreement.
14. **Binding Effect · Agency · Assignment:** This Agreement shall extend to and be binding upon Starion's and Customer's respective successors and permitted assigns; provided, however, that Customer may not assign this Agreement without Starion's prior written consent, and any purported assignment without such consent shall be void. Starion may assign its rights and obligations under this Agreement to an affiliate of Starion or to another EGS licensed to do business in Pennsylvania, in whole or in part, subject to compliance with applicable law.
15. **Force Majeure:** Performance of any obligation required by this Agreement shall be suspended if compliance is prevented by an Act of God, strike, fire, war, civil disturbance, embargo, explosion, breakage or accident to machinery or lines of pipe; repairing or altering machinery or lines of pipe; freezing of wells or lines of pipe; by federal, state or local law, rule, order or regulation or by any other cause reasonably beyond the control of a party. Any party claiming such interference with the performance of its obligations hereunder shall provide notice to the other party, specifying the cause of interference. A party shall not be required by this paragraph to settle a labor dispute with its own employees on terms it deems unfavorable.

16. **Customer Service:** In the event of a dispute or disagreement involving Starion's services, you and Starion agree to use our best efforts to resolve the dispute. Most concerns can be resolved by calling our Customer Service Department at 1-800-600-3040. You may also email info@starionenergy.com or write to Starion Energy, P.O. Box 845, Middlebury, CT 06762. Starion's Customer Service is available Monday through Friday from 9:00 a.m. to 5:00 p.m. Eastern Time. You may call the PUC if you are not satisfied after discussing your question or dispute or these terms of service with Starion.

17. **Claims Resolution:**

    a. In the event Starion is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through arbitration or litigation. It includes an arbitration provision. You may reject the arbitration provision by sending us written notice within 45 days after your first energy bill with Starion as your supplier. See Your Right to Reject Arbitration below.

    b. For this section, you and Starion ("us" or "we") include any corporate parents, subsidiaries, affiliates or related persons or entities. Claim means any current or future claim, dispute or controversy relating to your account(s), this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the arbitration provision. Claim includes but is not limited to: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any agreement with us or any rates charged on any such account, (b) advertisements, promotions or statements related to any rate plans, goods or services under any agreement with us, (c) benefits and services related to Customer's account with us (including rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.

    c. Sending a Claim Notice: Before beginning arbitration or a lawsuit, you and we agree to send a written notice (a Claim Notice) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally. Go to www.starionenergy.com and select your state of residence for a sample form of Claim Notice. The Claim Notice must describe the claim and state the specific relief demanded. Notice to you will be sent to your billing address. Notice to us must include your name, address and account number and be sent to Starion Energy, Attn: Compliance Dept., P.O. Box 845, Middlebury, CT 06762. If the claim proceeds to arbitration, the amount of any relief demanded in a Claim Notice will not be disclosed to the arbitrator until after the arbitrator rules.

    d. Arbitration: You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator. If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

        i. Initiating Arbitration: Before beginning arbitration, you or we must first send a Claim Notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sec. 1-16 ("FAA"). We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

        ii. Limitations on Arbitration: If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other Starion customers or other persons similarly situated. The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these Limitations on Arbitration is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

        iii. Arbitration Procedures: This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the Limitations on Arbitration, the arbitrator may otherwise award any relief available in court. The arbitration will be confidential, but you may notify any government authority of your claim. If your claim is for $5,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written submissions, any aspect of the decision appealed. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

iv. Arbitration Fees and Costs: You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

v. Additional Arbitration Awards: Only if the arbitrator rules in your favor for an amount greater than any final offer we made before the first arbitration hearing is conducted, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than $1,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

vi. Your Right to Reject Arbitration: You may reject this Arbitration provision by sending a written rejection notice to us at: Starion Energy, Attn: Compliance Department, P.O. Box 845, Middlebury, CT 06762. Go to www.starionenergy.com and select your state of residence for a sample rejection notice. Your rejection notice must be mailed within 45 days after the date of your first energy bill with Starion as your supplier. Your rejection notice must state that you reject the Arbitration provision and include your name, address, account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision will not apply to you, except for any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Claims Resolution section or the Agreement. Rejecting this Arbitration provision will not affect your ability to receive energy supplied by us or any other benefit, product or service you may have with your account.

e. Continuation: This Section 17 will survive termination of your Agreement, voluntary payment of your account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your account (in the case of a sale, its terms will apply to the buyer of your account). If any portion of this Claims Resolution section, except as otherwise provided in the Limitations on Arbitration subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.

18. **Other Provisions**: This Agreement sets forth the entire agreement between you and Starion for the purchase and sale of electric generation service and supersedes any and all prior agreements, whether written or oral. Nothing in this Agreement shall create or be construed as creating any express or implied rights in any person or entity other than you and Starion. Electronic acceptance of the terms is an agreement to initiate service and begin enrollment. This Agreement is subject to all applicable statutes and to all present and future orders, rules and regulations of governmental authorities having jurisdiction over the subject matter hereof. This Agreement shall be governed by the laws of Pennsylvania. You acknowledge that this Agreement is a forward contract within the meaning of the United States Bankruptcy Code and that Starion is a forward contract merchant. By executing this Agreement, you represent and warrant that you have the necessary authority to execute this Agreement.

19. **Contact Information:**

Starion Energy
Mailing Address: PO Box 845 Middlebury, CT 06762
Toll-Free Telephone: 1-800-600-3040 · Monday through Friday, 9:00AM-5:00PM Eastern Time
E-mail/Web: info@starionenergy.com · www.starionenergy.com

Electric Distribution Company: In the event of an emergency such as a downed power line, contact your EDC.

PPL Electric Utilities: 1-800-342-5775
Duquesne: 1-888-393-7100 (Universal Service: 1-888-393-7600)
PECO: 1-800-841-4141
Met-Ed and Penelec: 1-800-545-7741
Penn Power: 1-888-544-4877

Universal Service: Your EDC may have programs available to customers on a limited or fixed income to assist them with payment of utility service bills. Information on your EDC's Universal Service Programs can be obtained by contacting your EDC at the telephone number indicated above.

Pennsylvania Public Utility Commission:
P.O. Box 3265, Harrisburg, PA 17105-3265
Choice Hotline Number 1-800-692-7380

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

VERIFICATION

I, Barbara R. Alexander, hereby state that the facts set forth in my Rebuttal Testimony, OCA Statement 2-R, are true and correct to the best of my knowledge, information and belief 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 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

DATED: July 23, 2020
*292696

Signature: DocuSigned by: Barbara R. Alexander
8D0E58CA47E24C2...

Barbara R. Alexander

Consultant Address: Barbara Alexander Consulting, LLC
83 Wedgewood Drive
Winthrop, Maine 04364

COMMONWEALTH OF PENNSYLVANIA

OFFICE OF CONSUMER ADVOCATE
555 Walnut Street, 5th Floor, Forum Place
Harrisburg, Pennsylvania 17101-1923
(717) 783-5048
800-684-6560

@pa_oca
/pennoca

FAX (717) 783-7152
consumer@paoca.org

August 6, 2020

Via Electronic Mail Only
The Honorable Elizabeth H. Barnes
Office of Administrative Law Judge
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

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

Dear Judge Barnes:

Enclosed please find a copy of the Surrebuttal Testimony being submitted on behalf of the Office of Consumer Advocate in the above-referenced proceeding, as follows:

Surrebuttal Testimony of Steven L. Estomin, OCA Statement 1-S
Surrebuttal Testimony of Barbara R. Alexander, OCA Statement 2-S

Copies have been served on the parties as indicated on the enclosed Certificate of Service.

Respectfully submitted,

/s/ David T. Evrard
David T. Evrard
Assistant Consumer Advocate
PA Attorney I.D. # 33870
E-Mail: DEvrard@paoca.org

Enclosures:
cc: PUC Secretary Rosemary Chiavetta, (Letter and Certificate of Service only)
Certificate of Service
*293627

CERTIFICATE OF SERVICE

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

I hereby certify that I have this day served a true copy of the following documents, the Office of Consumer Advocate's Surrebuttal Testimony as follows:

Surrebuttal Testimony of Steven L. Estomin, OCA Statement 1-S

Surrebuttal Testimony of Barbara R. Alexander, OCA Statement 2-S

upon parties of record in this proceeding in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant), in the manner and upon the persons listed below:

Dated this 6th day of August 2020.

SERVICE BY E-MAIL ONLY

Gina L. Miller, Esquire
Bureau of Investigation & Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Steven C. Gray, Esquire
Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101-1923

Kimberly A. Klock, Esquire
Michael J. Shafer, Esquire
PPL Services Corporation
2 North 9th Street
Allentown, PA 18101

Michael W. Hassell, Esquire
Lindsay A. Berkstresser, Esquire
Post & Schell, P.C.
17 North Second Street, 12th Floor
Harrisburg, PA 17101-1601

Elizabeth R. Marx, Esquire
John W. Sweet, Esquire
Ria M. Pereira, Esquire
Pennsylvania Utility Law Project
118 Locust Street
Harrisburg, PA 17101

Deanne M. O'Dell, Esquire
Kristine E. Marsilio, Esquire
Eckert Seamans Cherin & Mellott, LLC
213 Market Street, 8th Floor
P.O. Box 1248
Harrisburg, PA 17101

Kenneth L. Mickens, Esquire
The Sustainable Energy Fund
316 Yorkshire Drive
Harrisburg, PA 17111

Todd S. Stewart, Esquire
Hawke McKeon & Sniscak LLP
100 North Tenth Street
Harrisburg, PA 17101

Derrick Price Williamson, Esquire
Barry A. Naum, Esquire
Spilman Thomas & Battle, PLLC
1100 Bent Creek Boulevard, Suite 101
Mechanicsburg, PA 17050

John F. Lushis, Jr., Esquire
Norris McLaughlin, P.A.
515 W. Hamilton Street
Suite 502
Allentown, PA 1810

Gregory L. Peterson, Esquire
StateWise Energy PA LLC
201 West Third Street
Suite 205
Jamestown, NY 14701-4907

Pamela C. Polacek, Esquire
Adeolu A. Bakare, Esquire
Jo-Anne S. Thompson, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

Lauren M. Burge, Esquire
Eckert Seamans Cherin & Mellott, LLC
600 Grant Street
44th Floor
Pittsburgh, PA 15219

Charles E. Thomas, III, Esquire
Thomas, Niesen & Thomas
212 Locust Street, Suite 600
Harrisburg, PA 17101

James Laskey, Esquire
Norris McLaughlin, P.A.
400 Crossing Blvd.
8th Floor
Bridgewater, NJ 08807

/s/ David T. Evrard
David T. Evrard
Assistant Consumer Advocate
PA Attorney I.D. # 33870
E-Mail: DEvrard@paoca.org

Aron J. Beatty
Senior Assistant Consumer Advocate
PA Attorney I.D. # 86625
E-Mail: ABeatty@paoca.org

Counsel for:
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
Phone: (717) 783-5048
Fax: (717) 783-7152
Dated: August 6, 2020
*293630

OCA STATEMENT NO. 1-S

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

PETITION OF PPL ELECTRIC UTILITIES CORPORATION FOR APPROVAL OF DEFAULT SERVICE PROGRAM	**))))**	**DOCKET NO. P-2020-3019356**

SURREBUTTAL TESTIMONY

OF

STEVEN L. ESTOMIN

ON BEHALF OF THE

PENNSYLVANIA OFFICE OF CONSUMER ADVOCATE

AUGUST 6, 2020

EXETER
ASSOCIATES, INC.
10480 Little Patuxent Parkway, Suite 300
Columbia, Maryland 21044

TABLE OF CONTENTS

Page

I. INTRODUCTION

Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

A. My name is Steven L. Estomin. I am an independent economics consultant. My office is located at 5821 Beaurivage Avenue, Sarasota, Florida 34243.

Q. HAVE YOU PREVIOUSLY TESTIFIED IN THIS PROCEEDING?

A. Yes. I submitted Direct Testimony and Rebuttal Testimony in this proceeding on June 16, 2020 and July 23, 2020, respectively, on behalf of the Pennsylvania Office of Consumer Advocate ("OCA").

Q. WHAT IS THE PURPOSE OF YOUR SURREBUTTAL TESTIMONY IN THIS PROCEEDING?

A. My Surrebuttal Testimony addresses certain issues raised by PPL Electric Utilities Corporation ("PPL" or "Company") and by other intervenors in this proceeding. The issues that I address include: (1) PPL's proposed Alternative Energy Credit ("AEC") procurement plan; (2) the Company's proposed Renewable Energy Rate option; (3) PPL's proposed Time-of-Use ("TOU") rate program; (4) PPL's proposed portfolio of residential default service supply; and (5) the Company's proposed method of reconciling the costs of providing residential default service with revenues received.

II. PPL'S AEC PROCUREMENT PLAN

Q. WHAT HAS PPL PROPOSED IN THIS CASE REGARDING THE PROCUREMENT OF AECs?

A. PPL proposed that it acquire the AECs necessary to meet Pennsylvania's Alternative Energy Portfolio Standard ("AEPS") Act on a standalone basis rather than have the wholesale default service suppliers include the requisite number and type of AECs as part of their bids to supply default service power. The AECs would be procured through a separate auction process, conducted semi-annually—once in January and once in July. The number and type of AECs purchased in January would be based on projections covering the December through May period; the AECs purchased in July would be based on projections of need for the June through November period. Any costs resulting from deviations between purchases and quantities/types required and those ultimately needed would be subject to reconciliation.

Q. DID YOU ADDRESS THIS ISSUE IN YOUR DIRECT AND REBUTTAL TESTIMONIES?

A. Yes. In my Direct Testimony, I expressed support for this proposal as a means of potentially obtaining more favorable default service prices for residential customers. In my Rebuttal Testimony, I addressed the Direct Testimony of Mr. Christopher Keller (submitted on behalf of the Bureau of Investigation and Enforcement ("I&E")) and the Direct Testimony of Mr. Robert Knecht (submitted on behalf of the Pennsylvania Office of Small Business Advocate ("OSBA")). In his Direct Testimony, Mr. Keller recommended that the AEC procurement program proposed by PPL be treated as a pilot, with certain information to be submitted to the Commission and interested parties to facilitate the assessment of the accuracy of PPL's projections of the amount of AECs required. I did not oppose Mr. Keller's proposal. Mr. Knecht, in his Direct Testimony, recommended that the AEC procurement proposal be rejected unless it was modified to include Electric Generation Suppliers ("EGSs"), so as not to put EGSs at a competitive disadvantage vis-à-vis default service. In my Rebuttal Testimony, I disagreed with Mr. Knecht on extending the opportunity to have PPL procure AECs for EGSs' competitive loads. I disagreed that an opportunity to favorably affect the Price-to-Compare ("PTC") should be foregone due to concerns about potential adverse impacts on EGSs' prices relative to the PTC.

Q. TO WHOM ARE YOU RESPONDING ON THIS ISSUE IN YOUR SURREBUTTAL TESTIMONY?

A. I am responding to the Rebuttal Testimony of Mr. Knecht. In his Rebuttal Testimony, Mr. Knecht notes that the two of us are in agreement regarding the economic impacts of the Company's proposed AEC procurement plan which would have the effect of reducing certain risks faced by competitive wholesale default service suppliers, and thus potentially reduce the wholesale bid prices, other factors equal.[1] Mr. Knecht, however, points out that EGSs would continue to bear the risk and would need to correspondingly continue to reflect that risk in their offered retail prices. Mr. Knecht sees PPL's procurement of AECs under its proposed arrangements as anti-competitive,[2] and absent the potential for EGS participation, recommends that PPL's AEC procurement proposal be rejected.

Q. DO YOU AGREE WITH MR. KNECHT'S RECOMMENDATION?

A. No. I agree that the proposal put forth by PPL would relieve wholesale default service suppliers from bearing the risk associated with supplying AECs for uncertain loads, and hence result in potentially lower default service prices. I do not, however, view

[1] Rebuttal Testimony of Robert D. Knecht submitted on behalf of the OSBA, OSBA Statement No. 1-R, p. 3, lines 13-16.

[2] *Id*., lines 17-22.

this as a reason to reject the Company's proposal but rather as a reason to approve it. Default service providers in Pennsylvania are required to provide default service under arrangements that are consistent with least cost over time. The approach proposed by PPL can have the effect of moving closer to that objective and therefore the Company's proposal should be approved.

III. <u>PPL'S RENEWABLE ENERGY RATE OPTION</u>

Q. WHAT HAS PPL PROPOSED REGARDING THE RENEWABLE RATE OPTION?

A. Basically, PPL has proposed to offer an additional default service product for which 100 percent of the energy would be backed by the combination of the AECs required under the AEPS Act plus Pennsylvania-eligible Tier I AECs. The price of this alternative product would equate to approximately the cost of the standard default service product plus the cost of the additional Tier I AECs needed to obtain 100 percent coverage for the product.

Q. DID YOU ADDRESS PPL'S RENEWABLE ENERGY RATE OPTION IN YOUR DIRECT AND REBUTTAL TESTIMONIES?

A. Yes. In my Direct Testimony, I did not oppose the proposal. I indicated, however, that some of the resources that are eligible as Tier I and Tier II cannot be considered to be renewable. Consequently, I recommended that PPL either change the composition of the AECs that would be used under the program or rename the program to something more in line with the AECs being used to support the program. In my Rebuttal Testimony, I responded to the positions presented by Mr. Keller on behalf of I&E, Mr. Knecht on behalf of OSBA, and Mr. Christopher Kallaher on behalf of seven EGSs ("EGS Parties"). Mr. Keller recommended that the program be approved as a pilot (with certain reporting conditions) given the potential for only limited customer participation. I did not oppose Mr. Keller's recommendations. Mr. Kallaher recommended that the program be rejected for two reasons: (1) there being no need for this product; and (2) more than one default service product being prohibited by Commission regulations. I fully addressed the need issue in my Rebuttal Testimony.[3] Mr. Kallaher's second rationale is legal in nature and will be addressed by OCA in brief. Mr. Knecht recommended in his Direct Testimony that the proposed program be rejected because it goes beyond the purpose of default service and, in addition, there is no evidence that this type of product is not already being provided by the competitive market.[4] In my Rebuttal Testimony, I noted that if there is no need for the program, that is, if it is already being adequately provided by EGSs, there will be low participation and the program would be terminated at the end of the DSP V period.

Q. WHO ARE THE WITNESSES TO WHOM YOU ARE RESPONDING ON THE ISSUE OF PPL'S PROPOSED RENEWABLE ENERGY RATE OPTION IN YOUR SURREBUTTAL TESTIMONY?

A. I am responding to the testimonies of Robert Knecht, submitted on behalf of the OSBA, and PPL witness James Rouland. Mr. Knecht states in his Rebuttal Testimony that the lack of a standard definition of what constitutes renewable or "green" power supports his view that this type of product is best served in the competitive market by a variety of suppliers providing different types of green energy options. He also notes that by PPL providing this type of product, competitive suppliers may reduce their participation in offering green products.[5] Mr. Rouland indicated PPL's willingness to

---

Rebuttal Testimony of Steven L. Estomin, OCA Statement No. 1, p. 7 line 20 through p. 8, line 19.

[4] Direct Testimony of Robert D. Knecht, OSBA Statement No. 1, p. 17, lines 8-21.

[5] Rebuttal Testimony of Robert D. Knecht, OSBA Statement No. 1-R, p. 2, line 24 through p. 3, line 4.

change the name of the program in an attempt to make the program name more reflective of what is being offered under the program.[6]

Q. DO YOU AGREE WITH MR. KNECHT'S RECOMMENDATION THAT THE PROPOSED RENEWABLE ENERGY RATE PROGRAM BE REJECTED?

A. No, I do not. Mr. Knecht notes that this type of program can be provided by the competitive market. I agree that the competitive market does provide green supply options, as I noted in my Rebuttal Testimony, though relatively few of the competitive options available are for energy supported by 100 percent Pennsylvania-eligible AECs. Regardless of whether the competitive market can or does supply a product similar to what PPL is proposing, I do not see any reason why residential customers choosing not to shop should be denied the opportunity to purchase a portfolio composed of 100 percent renewable or green energy.

Q. WHAT HAS MR. ROULAND PROPOSED AS A CHANGE TO THE PROGRAM NAME TO ADDRESS YOUR CONCERNS?

A. Mr. Rouland has offered to change the name of the program to either the Green Rate Option or the Green Rate Program.[7]

Q. DOES THIS ADDRESS THE CONCERN THAT YOU RAISED IN YOUR DIRECT TESTIMONY?

A. No, it does not. My concern was that some of the technologies that qualify for Pennsylvania-eligible Tier I AECs are not renewable. Similarly, they are not green. The U.S. Environmental Protection Agency ("EPA") defines green power as "… a subset of renewable energy and represents those renewable energy resources and

[6] Rebuttal Testimony of James M. Rouland, PPL Statement No. 1-R, p. 44, lines 18-19.

[7] *Id*., line 4 and lines 18-19.

technologies that provide the highest environmental benefit. The U.S. voluntary market defines green power as electricity produced from solar, wind, geothermal, biogas, eligible biomass, and low-impact small hydroelectric sources."[8] Green-e recognizes the following resources as green: wind, solar, biomass, low-impact hydro, and geothermal.[9] Mr. Rouland's contention that naming the program the Green Rate Option (or the Green Rate Program) "…aptly reflects the nature of the product"[10] is simply not correct.

Q. DO YOU HAVE A RECOMMENDED ALTERNATIVE?

A. My recommendation is that PPL either adopt the second approach noted in my Direct Testimony, that is, support the energy in the proposed Renewable Energy Rate with AECs that rely on unambiguously renewable (or green) resources or the simpler, and less costly, approach of selecting a program name that, in fact, adequately describes what consumers would be purchasing.

IV. <u>PPL's PROPOSED TOU RATE PROGRAM</u>

Q. PLEASE SUMMARIZE PPL'S PROPOSED TOU RATE PROGRAM.

A. PPL proposes to basically retain the TOU arrangements that it currently has in place with the exception that the wholesale supply for the TOU load would be procured as part of the non-TOU default service load rather than separately procured. This approach is the same as the Company's contingency procurement plan for TOU supply under DSP IV, which the Company has relied upon due to the lack of market interest in bidding on the product.

[8] https://www.epa.gov/greenpower/what-green-power.

[9] Center for Resource Solutions, *2019 Green-e Verification Report*, available at https://resource-solutions.org/g2019/.

[10] Rebuttal Testimony of James M. Rouland, PPL Statement No. 1-R, p. 44, lines 8-9.

Q. WHAT ARE YOUR RECOMMENDATIONS REGARDING PPL'S PROPOSED TOU PROGRAM?

A. My only recommendation was in support of OSBA's position that the TOU peak and off-peak periods be re-evaluated prior to the Company's next DSP filing. This would allow the Company to assess whether changes may be needed to more appropriately reflect load patterns and market conditions.

Q. HAS THE COMPANY RESPONDED TO THIS RECOMMENDATION IN ITS REBUTTAL TESTIMONY?

A. Yes. Mr. Rouland agreed that the Company would adopt the OSBA suggestion, which I support.

V. PPL's PROPOSED RECONCILIATION ADJUSTMENT

Q. WHAT DID THE COMPANY PROPOSE IN ITS FILING REGARDING THE RECONCILIATION OF DEFAULT SERVICE COSTS AND REVENUES?

A. The Company proposed continuation of its current reconciliation mechanism, which entails calculation of the reconciliation amount over a six-month period followed by recovery (or disbursement) of the reconciliation amount over the subsequent six-month period (with a two-month lag).

Q. WHAT WAS YOUR RECOMMENDATION REGARDING THE COMPANY'S DEFAULT SERVICE RECONCILIATION MECHANISM?

A. I recommended in my Direct Testimony that the Company continue to accrue the reconciliation amount over a six-month period, but recover (or disburse) the reconciliation balance over the subsequent 12-month period. That approach would provide for a more stable PTC since the per-kWh reconciliation amount, i.e., the E-Factor, for any six-month period would be collected over a longer time period.

Q. HOW DID THE COMPANY RESPOND TO YOUR RECOMMENDATION?

A. In Mr. Scott Koch's Rebuttal Testimony, the Company proposed the combination of a 12-month accrual period and a 12-month recovery (or disbursement) period.[11] While this differs in one respect from my proposal, I support the Company's proposed revised default service reconciliation approach.

VI. RESIDENTIAL DEFAULT SERVICE SUPPLY PORTFOLIO

Q. PLEASE SUMMARIZE PPL'S PROPOSED RESIDENTIAL DEFAULT SERVICE SUPPLY PORTFOLIO.

A. In its filing, the Company proposed that the residential default service supply portfolio be made up of three basic components: (1) 100 MW of block energy contracts that would replace the 50-MW block energy product currently included in the residential supply portfolio, which will expire on May 31, 2021; (2) six-month fixed-price, full-requirements contracts ("FRCs"); and (3) laddered 12-month FRCs. The 12-month FRCs would account for 80 percent of the residential load over and above the block contracts; the six-month FRCs would account for the remaining 20 percent of load over and above the 100 MW of block contracts.

Q. DID YOU RECOMMEND A MODIFICATION TO THE COMPANY'S PROPOSAL?

[11] Rebuttal Testimony of Scott R. Koch, PPL Statement No. 6-R, p. 8, lines 4-15.

A. Yes. I recommended that the six-month FRCs be eliminated and replaced with laddered 24-month FRCs. I did not recommend any changes related to the 12-month FRCs or the block contracts.

Q. WHAT WAS THE COMPANY'S RESPONSE TO YOUR RECOMMENDATION?

A. PPL, through the Rebuttal Testimonies of Mr. Rouland and Mr. A. Joseph Cavicchi, indicates its preference for the portfolio that it proposed in its filing.

Q. PLEASE SUMMARIZE THE ARGUMENTS PUT FORWARD BY MR. ROULAND IN SUPPORT OF THE COMPANY'S PROPOSED RESIDENTIAL DEFAULT SERVICE SUPPLY PORTFOLIO.

A. Mr. Rouland makes several arguments to support the position of reliance on the Company's proposed portfolio. First, Mr. Rouland notes that my concerns relate to the *potential* for excessive rate volatility associated with the elimination of the six-month FRCs.[12] He then presents generation rates (which change every six months) in effect from December 2016 through November 2020, and calculates the percentage changes from one six-month period to the next.[13] Most of the percentage changes are calculated as 5 percent or less, though one change is 8 percent, one is 9 percent, and one is 14 percent. Mr. Rouland also notes that any market increase would have a reduced effect on prices due to the laddered procurement approach used by the Company.[14] Mr. Rouland further contends that a market increase near the time of the solicitation could result in prices that would be higher for 24 months rather than for six months.

[12] Rebuttal Testimony of James M. Rouland, PPL Statement No. 1-R, p. 7, lines 5-7.

[13] *Id*., p. 7.

[14] *Id*., p. 8, lines 2-6.

Q. DO YOU AGREE WITH MR. ROULAND?

A. Only in part. I agree that my recommendation to rely on 24-month FRCs rather than 6-month FRCs is related to the potential for excess rate volatility. Potential market movements, however, are exactly what any portfolio construction is meant to address. In fact, Mr. Rouland's preferred reliance on six-month FRCs rather than 24-month FRCs is equally based on potential market movements.

Mr. Rouland's table of percentage changes in rates over eight 6-month periods demonstrates the potential for double-digit changes from one period to the next, which is precisely what the longer-term FRCs are designed to help mitigate. It should be noted that the 14 percent change from one period to the next would only be mitigated, not eliminated, with the reliance on 24-month FRCs rather than six-month FRCs since those contracts only represent 20 percent of the load above the 100 MW in block contracts (or approximately 18 percent of the total residential default service load).

Finally, Mr. Rouland states that with an increase in market prices, that impact would be felt by residential consumers for 24 months rather than just for six months under the current arrangement. First, the market price represents the market's best assessment of prices over the term of the contract. A short-term market price increase could as easily be balanced by a longer-term market assessment of lower prices such that the competitive price of a 24-month contract would be less than the cost of a six-month contract. Second, the laddering of FRCs serves to dampen the short-term price impacts, as noted by Mr. Rouland. What is important to recognize, however, is that the six-month FRCs are not laddered. All of the six-month FRCs expire at the same time and are replaced at the same time. Consequently, the benefits of laddered FRCs that are used by Mr. Rouland to underpin a portion of his argument do not exist with respect to the type of contracts that Mr. Rouland is proposing the Company retain.

Q. PLEASE EXPLAIN THE ARGUMENTS PUT FORWARD BY MR. CAVICCHI IN SUPPORT OF THE COMPANY'S PROPOSED RESIDENTIAL DEFAULT SERVCIE SUPPLY PORTFOLIO?

A. Mr. Cavicchi performed a quantitative analysis and concluded from the analysis that the replacement of the six-month FRCs with 24-month FRCs "…is unlikely to materially improve default service rate stability."[15] According to the analysis conducted by Mr. Cavicchi, there was only a very modest price difference between the two portfolios based on historical data on market futures prices. Mr. Cavicchi also assesses that the very modest reduction in the default service price was outweighed by the loss of market responsiveness resulting from reliance on the 24-month FRCs compared to the six-month FRCs.[16] The second point made by Mr. Cavicchi is that the 24-month FRCs will entail greater risks for the wholesale suppliers due to load uncertainty, which will serve to increase default service costs, other factors equal.[17] Finally, Mr. Cavicchi states that the longer-term FRCs will reduce market responsiveness, which presumably would erode support for retail competition.[18]

Q. DO YOU AGREE WITH MR. CAVICCHI'S ASSESSMENT?

A. No. First, Mr. Cavicchi's finding that there would be a slightly lower price associated with the replacement of the six-month FRCs with 24-month FRCs is dependent on the market movements during the time period analyzed. The average price could be higher or lower depending on the movements of the market over the analysis period.

---

[15] Rebuttal Testimony of A. Joseph Cavicchi, PPL Statement No. 2-R, p. 2, lines 5-6.

[16] *Id*., lines 13-15.

[17] *Id*., lines 15-21.

[18] *Id*., lines 20-23.

Note that this portion of the analysis excludes any risk factor adjustments. Mr. Cavicchi's assertion that the 24-month FRCs entail higher risk for the wholesale suppliers than the six-month FRCs is unquestionably correct, though he does not quantify the risk. What is not mentioned by Mr. Cavicchi, however, is that the residential default service customers face higher risk under the portfolio proposed by PPL than the portfolio that I proposed. Consequently, PPL's proposed portfolio does not necessarily reduce risk relative to my alternative proposal, but rather serves to place the risk on the customer side rather than on the supplier side.

Mr. Cavicchi's final argument, that the longer-term FRCs would erode support for the competitive retail market, conflicts with his empirical results. He contends that there is not a material effect of the longer-term FRCs on either the portfolio price variability or the absolute portfolio price, but contends that there would be an adverse effect on the retail competitive market. The retail competitive market cannot in any sense be adversely affected if the modification to the portfolio does not result in material changes to either price or price variability.

I would agree with Mr. Cavicchi that replacing six-month FRCs with 24-month FRCs for contracts that represent 20 percent of the residential default service supply portfolio above the block energy amount (or about 18 percent of the total residential default service portfolio) cannot be expected to profoundly change the price variability of the portfolio, but it does provide a modest improvement without inflicting serious harm to the development of a competitive retail market.

Q. DOES THIS CONCLUDE YOUR SURREBUTTAL TESTIMONY?

A. Yes, it does.

*293664

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

VERIFICATION

I, Steven L. Estomin, hereby state that the facts set forth in my Surrebuttal Testimony, OCA Statement 1-S, are true and correct to the best of my knowledge, information and belief 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 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

DATED: August 6, 2020
*293632

Signature: Steven Estomin
Steven L. Estomin

Consultant Address: Exeter Associates, Inc.
10480 Little Patuxent Parkway
Suite 300
Columbia, MD 21044-2690

OCA Statement No. 2-S

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

Petition of PPL Electric Utilities Corp.	:	
For Approval of its Default Service Program	:	Docket No. P-2020-3019356
for the Period from	:	
June 1, 2021 through May 31, 2025	:	

SURREBUTTAL TESTIMONY

OF

BARBARA R. ALEXANDER

Barbara Alexander Consulting LLC

ON BEHALF OF THE

PENNSYLVANIA OFFICE OF CONSUMER ADVOCATE

August 6, 2020

Q. PLEASE STATE YOUR NAME, ADDRESS AND OCCUPATION.

A. My name is Barbara R. Alexander. I am the sole member of Barbara Alexander Consulting LLC. My address is 83 Wedgewood Dr., Winthrop, ME 04364. I appear in this case as a witness on behalf of the Office of Consumer Advocate (OCA).

Q. HAVE YOU TESTIFIED PREVIOUSLY IN THIS PROCEEDING?

A. Yes. I submitted Direct Testimony on June 25, 2020, Supplemental Direct Testimony on July 14, 2020, and Rebuttal Testimony on July 23, 2020 on behalf of the OCA.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. I am submitting Surrebuttal Testimony in response to the Testimony of Melinda Stumpf (Statement No. 3-R) and Michelle Lawall-Schmidt (Statement No. 4-R) on behalf of PPL Electric Utilities Corp. (PPL or PPL Electric) with respect to their recommendations concerning PPL Electric's CAP Shopping Program and Standard Offer Program (SOP), respectively.

Q. WITH REGARD TO PPL'S STANDARD OFFER PROGRAM, DO YOU AGREE WITH PPL'S RESPONSE TO THE SUPPLIER TESTIMONY?

A. Yes. Ms. Lawall-Schmidt properly rebuts the testimony from the suppliers concerning PPL's recommendations for reform of the SOP, particularly the recommendation to prevent SOP customers from being charged significantly higher prices in negative option renewal contracts at the end of the SOP contract. The evidence of the high prices documented by PPL was not controverted by any supplier testimony. Nor did the suppliers provide any evidence that would support the very high prices charged by the SOP suppliers as a result of the negative option renewal contracts as documented by PPL. I attach as Exhibit BA-6, PPL's Response to OCA-II-8, attachment 1, HIGHLY CONFIDENTIAL. This response reflects the result of PPL's investigation of customers who had enrolled in the SOP and who called PPL and complained about the prices charged by their supplier.[1] PPL's investigation found that the high prices were being charged by SOP suppliers after the SOP contract term and pursuant to the suppliers' negative option renewal policies. As a result of these complaints, PPL then initiated a more comprehensive analysis of post-SOP contract prices as reflected in their Direct Testimony. It is important to document that these suppliers charged prices in excess of both the customer's SOP price and the PTC in effect during that post-SOP period. The supplier testimony appears to assume that these prices are business as usual or hypothesize without any evidence that suppliers might have offered additional values or benefits. I agree with PPL's recommendations in this area to return SOP customers who do not affirmatively choose an offer by their SOP supplier to default service where these customers can enter the SOP, choose another supplier, or remain with default service.

Q. PLEASE RESPOND TO MS. LAWALL-SCHMIDT'S TESTIMONY CONCERNING THE CALL RECORDINGS YOU REVIEWED IN YOUR SUPPLEMENTAL DIRECT.

A. Ms. Lawall-Schmidt's testimony does not properly respond to the evidence I presented in my Supplemental Direct. I reviewed customer call recordings that were intended to reflect compliance with a script and messaging that were implemented as a result of the prior DSP. The customer calls I reviewed did not present this program in a neutral and educational manner. Rather, PPL's agent, Hansen, repeatedly marketed the program with an emphasis on "savings", "benefits," and explained the discount without the required qualifications as

[1] PPL St. No. 4, at 13. Ms. Lawall-Schmidt's Direct Testimony described generally that PPL had received complaints about high supplier prices from SOP customers. The Highly Confidential attachment reflects the actual customer complaints and information about their supplier and supplier prices charged after the end of the SOP contract.

I described in detail in my Supplemental Direct. The importance of a proper explanation of this program and the obligation to obtain an informed customer consent to participate and enroll with a supplier was documented in my testimony in PPL's prior DSP. I documented that some of PPL's SOP customers had experienced a total loss of their initial 7% discount as a result of a significant reduction in the PTC:

> However, in December 2015 PPL's PTC rate dropped significantly from 9.493 cents per kWh to 7.878 cents per kWh or almost 17%. As a result, customers who had enrolled in the SOP prior to that date and who were given a contract rate of 8.88987 cents per kWh in March-May 2015 and 8.82849 cents per Kwh in June-November 2015 paid one cent per kWh or more than the PTC starting in December 2015.[2] I am particularly concerned about customers who enrolled in this program in November 2015 with a SOP rate of 8.82849 cents per kWh followed by a significant reduction in the PTC to 7.878 cents per kWh in December 2015 and then a PTC rate of 7.918 cents per kWh in January 2016. These customers lost the full value of their initial 7% discount and will pay more than the PTC only one month after enrolling in the program.[3]

Therefore, it is crucial that this program be presented fairly and completely. In my opinion, PPL's agent is marketing the program in the same manner that is similar to the calls I have reviewed in many proceedings by agents of licensed retail energy suppliers and the compensation structure for Hansen is similar to the incentive or commission that is paid to the supplier's telemarketing and door-to-door agents for a successful sale. It is a result of this evidence and concern that I do not agree with PPL's proposal to rely solely on replacing the current script with guidelines because I am concerned that the guidelines will be implemented in the same manner as the current scripts. While Ms. Lawall-Schmidt agrees that "there can be better communication with the customer about the SOP," and that she is "agreeable to creating guidelines that

[2] PPL Response to OCA-I-1, Attachment 2.
[3] Direct Testimony of Barbara Alexander, OCA St. No. 2, Docket No. P-2016-2526627 (April 20, 2016).

emphasize key points, such as the initial discount not guaranteeing a 7% discount over the life of the SOP contract,"[4] she objects to more restrictive scripting. Ms. Lawall-Schmidt does not recognize that neither the currently required scripts nor her proposed reliance on guidelines address the real issue. The Hansen representatives on the calls I reviewed had every opportunity to explain the program in a proper and neutral manner to PPL's customers and did not do so in many cases. The more important issue is the obligation by PPL and its agent to present this program in a fair and balanced manner and truly educate customers on the pros and cons of the discount structure.

The current scripts were designed to achieve the same purpose as the proposed guidelines so that allowing guidelines instead of scripts is not likely to resolve the underlying issue that I documented in my review of the actual customer calls. I would have had no issue with the Hansen calls I reviewed if the agent answered questions in a manner that reflected the underlying structure of the SOP and provided additional information about customer choice and the SOP as long as that conversation reflected the actual design of the program.

The more important concern is the level of oversight of Hansen by PPL and the compensation policy that appears to incent Hansen to "sell" the program in the same manner that they sell internet and TV services. In fact, Ms. Lawall-Schmidt's reference to the transfer to Hansen as being done to ensure that PPL is not paying for "SOP marketing costs,"[5] is an unfortunate example of the primary issue in trying to reform these conversations.

[4] PPL St. No. 4-R, at 16, lines 10-11 and 14-15.
[5] Ibid., at 18, line 4.

Q. DO YOU AGREE WITH MS. LAWALL-SCHMIDT'S REASONING FOR WHY CUSTOMERS ARE NOT ACTUALLY INFORMED OF THE SPECIFIC SUPPLIER AFTER AGREEING TO PARTICIPATE IN THE SOP?

A. No. The PPL process by which the actual supplier is assigned to the customer after the call with the Hansen agent is neither typical nor justifiable in my opinion. The customer is asked to enroll in the "program" and not informed of their actual supplier that will serve the customer. The list of suppliers was not provided to the customer. No other Pennsylvania EDC conducts the SOP in this manner. I continue to recommend that Hansen discuss the customer's selection of a specific supplier by allowing the customer to identify the supplier from the supplier options or assign a supplier randomly to the customer. At the end of the conversation the customer should know the specific supplier she/he has agreed to enroll with and will then expect to receive and react to mailings from that specific supplier to confirm the enrollment. Furthermore, PPL's previous SOP required their agent to engage the customer in the process of selecting a supplier or picking one randomly from the list of approved suppliers prior to completing the SOP transaction.[6] I do not agree with the explanation for why this change was made.

Q. DO YOU AGREE WITH MS. LAWALL-SCHMIDT'S RESPONSE TO YOUR CONCLUSION THAT PPL IS OUT OF COMPLIANCE ON THE APPROVED SOP?

A. No. Again, Ms. Lawall-Schmidt's justification is that the "script" was either read in total or substantially read. However, that is not the gravamen of my concern. Rather, my review indicated a lack of proper presentation of the program in the conversations with customers that occurred either in place of or as a supplement to the script. She refers to

[6] As I described in my Direct Testimony in the prior DSP, Docket No. P-2016-2526627.

this evidence as "a few instances of a CSR not following the script on calls,"[7] but does not rebut my descriptions of the language used by the agents to discuss the SOP with selling points that do not comply with the script's content.

Q. TURNING TO THE PROPOSED PPL RECOMMENDATION CONCERNING CAP SHOPPING AND THE REBUTTAL FILED BY MS. STUMPF, PLEASE RESPOND TO THE ISSUE OF HOW TO HANDLE CAP CUSTOMERS WHO ENTER THE PROGRAM WITH A SUPPLIER CONTRACT.

A. Ms. Stumpf states that PPL is not proposing to automatically remove customers from OnTrack (the PPL CAP program) because they have a contract with a supplier.[8] However, her presentation of the various actions and policies that PPL proposes to employ with this situation results in PPL removing a customer from its CAP program due to the failure of the CAP customer to respond to certain communications.[9] I object to this policy. Rather, PPL should take actions to ensure that the customer remains on the CAP program and that customers qualified for the program are enrolled unless the customer affirmatively communicates the choice to remain with the supplier contract and decline the low income program benefits. In every case, PPL should take action to presume that the customer's enrollment with CAP should take primacy over the supplier's contract. I recommend that PPL seek a Commission order that upon entering the OnTrack program, the customer's supplier contract will be dropped within a reasonable time. While PPL rejects the specific recommendations I proposed in my Direct Testimony for reasons that appear justified, PPL's proposal to ultimately drop a qualified customer from OnTrack

---

[7] PPL St. 4-R at 21, lines 11-12.
[8] PPL St. No. 3-R, at 3, lines 17-18.
[9] Ibid., at 4, lines 11-12, "If the customer does not terminate the supplier contract, PPL Electric will notify the customer that they need to reapply for OnTrack when they no longer have a supplier contract."

due to the presence of a supplier contract based on a negative option notice should not be adopted.

Q. WHAT IF THE CUSTOMER'S SUPPLIER CONTRACT INCLUDES AN EARLY TERMINATION FEE?

A. Suppliers that seek to collect early termination fees cannot do so through the EDC bill or the Purchase of Receivables program and must, therefore, decide whether it is cost effective to pursue collection of such a fee to the low-income customer through normal debt collection channels. I note that several states restrict the amount of any early contract termination fee to $50 for residential customers. I am concerned that warning the low income customer about the potential for such fees may discourage these customers from participating in OnTrack, resulting in higher costs to the customer that outweigh a one-time early termination fee.

Q. PLEASE COMMENT ON MS. STUMPF'S RESPONSE TO YOUR RECOMMENDATION CONCERNING HOW PPL SHOULD RESPOND TO A SUPPLIER NOT COMPLYING WITH THE CAP-SOP PROGRAM.

A. Ms. Stumpf correctly points out that PPL does not know the terms of the supplier's contract when a customer qualifies for OnTrack with a supplier contract that was entered into outside the CAP-SOP. My comments on how such contracts should be handled are provided above. I had assumed that non-compliance with CAP-SOP terms had occurred with suppliers who are authorized to participate in the CAP-SOP program, particularly those who do not comply with the requirement to return these customers to default service at the end of the SOP contract. However, to the extent that PPL's receipt of a customer complaint about supplier prices (during high bill calls or other interactions by customers who are receiving a PPL bill with supplier charges and being collected by PPL through termination of service) reveals an EGS that is serving a current OnTrack customer that is not compliant with the CAP-SOP or if PPL finds that a CAP-SOP supplier is not returning CAP customers to default service or otherwise not serving the customer under the CAP-SOP rules, I continue to recommend that PPL take appropriate action, including reporting such evidence to the Commission. Of course, this concern is a temporary one if my recommendation and PPL's recommendation is accepted to terminate the CAP-SOP and serve OnTrack customers via default service.

Q. DOES THIS COMPLETE YOUR TESTIMONY AT THIS TIME?

A. Yes.

*293663

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

VERIFICATION

I, Barbara R. Alexander, hereby state that the facts set forth in my Surrebuttal Testimony, OCA Statement 2-S, are true and correct to the best of my knowledge, information and belief 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 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

DocuSigned by:

DATED: August 6, 2020 Signature: Barbara R. Alexander

8D0E58CA47E24C2...

*293631

Barbara R. Alexander

Consultant Address: Barbara Alexander Consulting, LLC
83 Wedgewood Drive
Winthrop, Maine 04364

COMMONWEALTH OF PENNSYLVANIA

OFFICE OF CONSUMER ADVOCATE
555 Walnut Street, 5th Floor, Forum Place
Harrisburg, Pennsylvania 17101-1923
(717) 783-5048
800-684-6560

@pa_oca
/pennoca

FAX (717) 783-7152
consumer@paoca.org

August 10, 2020

Via Electronic Mail Only
The Honorable Elizabeth H. Barnes
Office of Administrative Law Judge
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

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

Dear Judge Barnes:

Enclosed please find a copy of the CORRECTED Rebuttal Testimony being submitted on behalf of the Office of Consumer Advocate in the above-referenced proceeding, as follows:

Rebuttal Testimony of Barbara R. Alexander, OCA Statement 2-R (CORRECTED)

Copies have been served on the parties as indicated on the enclosed Certificate of Service.

Respectfully submitted,

/s/ David T. Evrard
David T. Evrard
Assistant Consumer Advocate
PA Attorney I.D. # 33870
E-Mail: DEvrard@paoca.org

Enclosures:
cc: PUC Secretary Rosemary Chiavetta, (Letter and Certificate of Service only)
Certificate of Service
*293800

CERTIFICATE OF SERVICE

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

I hereby certify that I have this day served a true copy of the following document, the Office of Consumer Advocate's CORRECTED Rebuttal Testimony as follows:

Rebuttal Testimony of Barbara R. Alexander, OCA Statement 2-R (CORRECTED)

upon parties of record in this proceeding in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant), in the manner and upon the persons listed below:

Dated this 10th day of August 2020.

SERVICE BY E-MAIL ONLY

Gina L. Miller, Esquire
Bureau of Investigation & Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Steven C. Gray, Esquire
Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101-1923

Kimberly A. Klock, Esquire
Michael J. Shafer, Esquire
PPL Services Corporation
2 North 9th Street
Allentown, PA 18101

Michael W. Hassell, Esquire
Lindsay A. Berkstresser, Esquire
Post & Schell, P.C.
17 North Second Street, 12th Floor
Harrisburg, PA 17101-1601

Elizabeth R. Marx, Esquire
John W. Sweet, Esquire
Ria M. Pereira, Esquire
Pennsylvania Utility Law Project
118 Locust Street
Harrisburg, PA 17101

Deanne M. O'Dell, Esquire
Kristine E. Marsilio, Esquire
Eckert Seamans Cherin & Mellott, LLC
213 Market Street, 8th Floor
P.O. Box 1248
Harrisburg, PA 17101

Kenneth L. Mickens, Esquire
The Sustainable Energy Fund
316 Yorkshire Drive
Harrisburg, PA 17111

Todd S. Stewart, Esquire
Hawke McKeon & Sniscak LLP
100 North Tenth Street
Harrisburg, PA 17101

Derrick Price Williamson, Esquire
Barry A. Naum, Esquire
Spilman Thomas & Battle, PLLC
1100 Bent Creek Boulevard, Suite 101
Mechanicsburg, PA 17050

John F. Lushis, Jr., Esquire
Norris McLaughlin, P.A.
515 W. Hamilton Street
Suite 502
Allentown, PA 1810

Gregory L. Peterson, Esquire
StateWise Energy PA LLC
201 West Third Street
Suite 205
Jamestown, NY 14701-4907

Pamela C. Polacek, Esquire
Adeolu A. Bakare, Esquire
Jo-Anne S. Thompson, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

Lauren M. Burge, Esquire
Eckert Seamans Cherin & Mellott, LLC
600 Grant Street
44th Floor
Pittsburgh, PA 15219

Charles E. Thomas, III, Esquire
Thomas, Niesen & Thomas
212 Locust Street, Suite 600
Harrisburg, PA 17101

James Laskey, Esquire
Norris McLaughlin, P.A.
400 Crossing Blvd.
8th Floor
Bridgewater, NJ 08807

/s/ David T. Evrard
David T. Evrard
Assistant Consumer Advocate
PA Attorney I.D. # 33870
E-Mail: DEvrard@paoca.org

Aron J. Beatty
Senior Assistant Consumer Advocate
PA Attorney I.D. # 86625
E-Mail: ABeatty@paoca.org

Counsel for:
Office of Consumer Advocate
555 Walnut Street
5th Floor, Forum Place
Harrisburg, PA 17101-1923
Phone: (717) 783-5048
Fax: (717) 783-7152
Dated: August 10, 2020
*293801

OCA Statement No. 2-R
[CORRECTED]

BEFORE THE

PENNSYLVANIA PUBLIC UTILITY COMMISSION

[Petition of PPL Electric Utilities Corp.	:	
For Approval of its Default Service Program	:	Docket No. P-2020-3019356
for the Period from	:	
June 1, 2021 through May 31, 2025	:	

REBUTTAL TESTIMONY
[CORRECTED]

OF

BARBARA R. ALEXANDER

Barbara Alexander Consulting LLC

ON BEHALF OF THE

PENNSYLVANIA OFFICE OF CONSUMER ADVOCATE

July 23, 2020

Q. PLEASE STATE YOUR NAME, ADDRESS AND OCCUPATION.

A. My name is Barbara R. Alexander. I am the sole member of Barbara Alexander Consulting LLC. My address is 83 Wedgewood Dr., Winthrop, ME 04364. I appear in this case as a witness on behalf of the Office of Consumer Advocate (OCA).

Q. HAVE YOU TESTIFIED PREVIOUSLY IN THIS PROCEEDING?

A. Yes. I submitted Direct Testimony on June 25, 2020 and Supplemental Direct Testimony on July 14, 2020 on behalf of the OCA.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. I am submitting Rebuttal Testimony in response to the Testimony of Mr. Christopher Kallaher on behalf of the EGS Parties (Direct Energy Services, Interstate Gas Supply, Inc., Shipley Choice LLC, NRG Energy, Inc., Vistra Energy Corp., ENGIE Resources LLC, and WGL Energy Services, Inc.), Mr. Aaron Jacobs-Smith on behalf of Inspire Energy Holdings LLC (Inspire), and Mr. Pete Muzsi on behalf of Starion Energy PA, Inc. (Starion) with respect to their recommendations concerning PPL Electric's Standard Offer Program (SOP) and CAP Shopping Program.

Q. BASED ON THE TESTIMONY OF THESE SUPPLIERS, DO YOU HAVE ANY CHANGES TO THE RECOMMENDATIONS IN YOUR DIRECT AND SUPPLEMENTAL DIRECT TESTIMONY?

A. No. Without exception, the suppliers ignore the evidence that PPL submitted about the actual customer prices charged by suppliers pursuant to their negative option renewal offers after the 12-month SOP contract. The suppliers reject PPL's proposal to retain CAP customers on default service and seek to require PPL to implement a CAP Shopping program without any consideration of the implementation costs.[1]

Q. DOES MR. KALLAHER'S TESTIMONY ADDRESS PPL'S EVIDENCE ABOUT PRICES PAID BY CUSTOMERS UPON RENEWAL OF THE FIXED PRICE SOP CONTRACT?

A. He provides no evidence that contradicts the findings presented by PPL. Nor does he provide any evidence about the renewal prices charged by his coalition of suppliers. His emphasis on the notion that "positive action by a customer," "affirmative choice," and the "primacy of customer choice"[2] should govern market choice is belied by the negative option policy governing renewal of supplier contracts in which the lack of any "positive action" by the customer leads to a new supplier contract with terms that are not affirmatively agreed to by the customer. While Mr. Kallaher chooses to focus on the group of SOP customers who did make an affirmative choice, he fails to address the significant issue faced by the group of customers who did not make a choice and ended up with prices that were significantly in excess of PPL's default service price.[3] It is those group of customers that PPL's proposal seeks to address and that I agree is a reasonable response to the evidence. PPL's proposal will not impact those customers who have made an affirmative choice.

Q. IS MR. KALLAHER'S STATEMENTS ABOUT THE POTENTIAL SAVINGS THAT

[1] Mr. Steven Estomin's Rebuttal Testimony on behalf of the OCA addresses Mr. Kallaher's statements about the implications of the wholesale market rules on the design of Pennsylvania's retail market and default service, including the CAP Shopping program.

[2] Direct Testimony of Christopher Kallaher, EGS Parties' St. No. 1, page 14 (line 13), page 14 (line 8), page 17 (line 13), and page 19 (line 3).

[3] EGS Parties' Response to OCA-IV-12. Mr. Kallaher avoids any comments on the prices reflected in the PPL presentation of renewal contract prices on the grounds that PPL's public testimony did not include any actual prices. However, PPL's testimony clearly documented the percentage by which some of these prices exceeded the applicable PTC. It is not necessary to know the "price" is you know the percentage by which the price exceeded the PTC.

DEFAULT SERVICE CUSTOMERS ARE LOSING VALID?

A. No. Mr. Kallaher attaches a document authored by the Retail Electric Supply Association that purports to show the savings between EGS offers and the Price to Compare for Pennsylvania electric distribution companies for April 2020, alleging that customers could save "more than $61 million" and that PPL customers could have saved $28 million by leaving default service.[4] However, Mr. Kallaher is unable to provide the basis for any of the calculations in this document and it should, therefore, be ignored.[5] Nor has Mr. Kallaher or his coalition of suppliers done any analysis of what customers actually pay over time for their own contracts compared to default service.[6] Furthermore, while it may be possible for suppliers to offer savings based on a one-month snapshot, every publicly available analysis of supplier prices and default service in Pennsylvania and other retail market states concludes that on average and over any reasonable period of time (1-3 years), supplier prices are higher than default service. I attach Exhibit BA-4 a list of the citations to these studies that I compiled in mid-2019.

Q. MR. PETE MUZSI ON BEHALF OF STARION EXCUSES HIGH RENEWAL PRICES DOCUMENTED BY PPL ON THE GROUNDS THAT COMPARING PPL'S DEFAULT SERVICE PRICE WITH A "COMPETITIVE RETAIL PRICE IS FLAWED."[7] DO YOU AGREE?

A. No. Mr. Muzsi provides the frequently made EGS response to the analysis of high supplier prices compared to default service, alleging that certain benefits excuse higher prices, such as "renewable products or desire to receive service from a particular EGS due to ease of

[4] Ibid., Exhibit EGS-2.
[5] EGS Parties' Response to OCA-IV-8.
[6] EGS Parties' Response to OCA-IV-9.
[7] Direct Testimony of Pete Muzsi, Starion St. No. 1, at 6.

communication with that EGS or other factors which are not available from PPL."[8] Inevitably, as Mr. Muzsi does as well, suppliers mention their "rewards" and "discounts" on products and services that have nothing to do with the customer's electric bill and are not included in the terms and conditions of the generation supply contract. I have several responses to these alleged benefits:

- The purpose of the Pennsylvania Customer Choice law was explicitly intended to lower the cost of generation supply service.
- The purpose of the customer education program associated with the adoption of the retail market in Pennsylvania was and is to compare the EGS price for generation supply service with the Price to Compare. The suggestion that this comparison should not govern the basis for the customer's choice means that the millions of dollars incurred by ratepayers for these education programs was wasted.
- Non-basic or non-commodity "benefits," do not appear on the electric bill, but the higher supplier prices are billed and collected by the EDC with the threat of termination of essential electric service for nonpayment pursuant to the Purchase of Receivables policies. This vital distinction supports my view that the price charged for generation supply service must assume a higher level of concern than non-contract "benefits."
- The alleged benefits are not publicly reported or even included in the terms and conditions of the generation supply contracts. As a result, there is no documentation as to the actual "value" that is provided to customers in Pennsylvania as a result of the agreement to pay higher prices.
- As to renewable energy benefits, those benefits depend on whether the renewable

[8] Ibid., at 6, lines 14-16.

energy promoted by the supplier actually improves the quantity of renewable energy delivered to the Pennsylvania customers via the PJM wholesale market. Starion Energy's terms and conditions do not inform the Pennsylvania customer of the location of the renewable energy facility that is the source of the Renewable Energy Credits that the supplier promises to purchase. Starion offers an "EcoGreen Secure" product to Pennsylvania customers. According to Starion's website, "We will match 100% of your electricity usage with renewable energy certificates (RECs) sourced from wind farms across the USA."[9] The actual Terms and Conditions for this product do not inform the customer about any the renewable energy feature for this product.[10] While discovery is pending on this matter, there is no evidence that Starion's renewable energy products provide any renewable energy in the PJM wholesale market.

Q. TURNING TO THE CAP SHOPPING PROGRAM, MR. KALLAHER PROPOSES THAT SUPPLIERS BE ALLOWED TO RETAIN CAP CUSTOMERS WITH A SOP CONTRACT AT OR BELOW THE PTC. DO YOU AGREE?

A. Mr. Kallaher's recommendation is exactly what I would recommend for all SOP customers. With regard to CAP customers, his recommendation does appear to conform to the Guidelines proposed by the Commission. However, it is not clear whether Mr. Kallaher recognizes that the current SOP does not conform to the CAP shopping guidelines since the 7% discount is not "permanent" and the actual rate in the SOP contract can be higher or lower than the PTC over the 12-months. Therefore, the SOP as currently constructed carries the risk that the CAP customer could pay more than the PTC in subsequent months.

---

[9] https://www.starionenergy.com/service-areas/pennsylvania/

[10] The Terms of Service for Starion's Eco-Green Secure Plan is available at: https://www.starionenergy.com/downloads/statedocuments/38_20180115PA-EcoGreen-TOS.pdf I attach this document as Exhibit BA-5.

That feature is not acceptable for CAP customers. As a result, there is no actual CAP Shopping program recommended by Mr. Kallaher.

Q. MR. JACOBS-SMITH ON BEHALF OF INSPIRE REJECTS THE ELIMINATION OF THE CAP-SOP PROGRAM. DO YOU AGREE WITH THIS REASONING?

A. No. Mr. Jacobs-Smith alleges that the SOP provides "savings" to PPL's CAP customers and should continue. He refers to this program as offering a "guaranteed 7% discount."[11] However, he is incorrect in his description of this program since the customer is not guaranteed savings and the fixed price may be higher or lower than the PTC over the 12-month SOP contract term. The CAP customers who enrolled with Inspire have experienced the up and down nature of the "savings." CAP customers who enrolled with Inspire prior to June 2020 are currently receiving a discount of 2.55% below PPL's current PTC.[12] Regardless of whether PPL is required to develop a CAP Shopping Program, the current CAP-SOP does not conform to the Commission's policies and must be substantially reformed or eliminated.

Q. MR. MUZSI CLAIMS THAT RETURNING SOP CUSTOMERS TO DEFAULT SERVICE WOULD BE THE EQUIVALENT OF SLAMMING. DO YOU AGREE?

A. No. If the provision of the SOP contract is required to return the customer to default service if the customer does not affirmatively accept a renewal offer from the supplier, this policy would not be slamming. Furthermore, CAP customers are required by the CAP-SOP program rule to be returned to default service and this policy is not slamming either.

[11] Direct Testimony of Aaron Jacobs-Smith, Inspire St. No. 1, at 6.
[12] Inspire Response to OCA-V-5.

Q. DO YOU HAVE FURTHER TESTIMONY AT THIS TIME?

A. No. However, I reserve the right to respond to discovery that is pending under various Motions to Compel.

293795

Exhibit BA-4

OCA STATEMENT NO. 2-R, EXHIBIT BA-4

EXAMPLES OF PUBLIC STUDIES COMPARING SUPPLIER PRICES TO DEFAULT SERVICE

Connecticut Office of Consumer Counsel ("OCC") Press Release *Time To End the Third-Party Residential Electric Supply Market (Feb. 4, 2019).available at* https://www.ct.gov/occ/lib/occ/2-4-19_press_release.pdf

See also, https://portal.ct.gov/-/media/OCC/Fact-sheet-electric-supplier-market-April-2020.docx

Illinois Commerce Commission*, Office of Retail Market Development ("ORMD") 2018 Annual Report*, at 27-32 (June 29, 2018) (providing a breakdown of how residential customers who sign up with an Alternative Retail Electric Supplier ("ARES") fare in Illinois), *available at* https://www.icc.illinois.gov/reports/report.aspx?rt=22.

Maine Public Utilities Commission, Report on Competitive Electricity Provider and Standard Offer Price Comparisons (Feb. 2018).

Susan M. Baldwin and Sarah M. Bosley, on behalf of the Maryland Office of People's Counsel. Maryland's Residential Electric and Gas Supply Markets: Where Do We Go from Here? (Nov. 2018), *available at* http://opc.maryland.gov/Portals/0/Hot%20Topics/Maryland%20Electric%20and%20Gas%20Residential%20Supply%20Report%20November%202018.pdf.

Massachusetts Attorney General's Office, *Are Consumers Benefiting from Competition? An Analysis of the Individual Residential Electric Supply Market in Massachusetts* (March 2018); *Available at:* Are Consumers Benefiting from Competition? An Analysis of the Individual Residential Electric Supply Market in Massachusetts; Massachusetts Attorney General's Office, 2019 Supplemental Report*.* See, also, "Suppliers Are Not Providing Value to Individual, Residential Customers," presentation to the New England Restructuring Roundtable, Rebecca Tepper, Chief, Energy and Telecommunications Division, Massachusetts Office of the Attorney General, October 12, 2018. Available at: http://www.raabassociates.org/main/roundtable.asp?sel=147

State of New York Public Service Commission, *In the Matter of Eligibility Criteria for Energy Service Companies*, Case 15-M-0127, et al., Initial Brief of the New York Department of Public Service Staff, at 2 (March 30, 2018).
xi http://www3.dps.ny.gov/W/PSCWeb.nsf/All/4759ECEE7586F24B85257687006F396E?OpenDocument

State of Rhode Island, Division of Public Utilities & Carriers ("DPUC"), Press Release: DPUC Enacts New Rules for Competitive Electricity Suppliers, Initiates Review of Competitive Supply Marketplace (May 8, 2018).

Makhijani, Arjun and Peltier, Laurel, Dysfunctional Residential Third-Party Energy Supply Market, December 2018, *available at*
https://www.abell.org/sites/default/files/files/Third%20Party%20Energy%20Report_final%20for%20web.pdf

N.Y. Public Service Commission, Case Nos. 12-M-0476, 98-M-1343, 06-M-0647, and 98-M-0667, *Order Adopting a Prohibition of Service to Low-Income Customers by Energy Service Companies* (Dec. 16, 2016), at
http://www3.dps.ny.gov/W/AskPSC.nsf/96f0fec0b45a3c6485257688006a701a/9398a8fe616603ce85258243006e4b99/$FILE/Order%20Adopting%20a%20Prohibition%20on%20Service%20to%20Low-Income%20Customers%20by%20Energy%20Service%20Companies.pdf

Motion of Commissioner David W. Sweet, Pennsylvania PUC, Electric Distribution Company Default Service Plans—Customer Assistance Program Shopping, Public Meeting, December 20, 2018,
http://www.puc.state.pa.us//pcdocs/1599226.pdf

Exhibit BA-5

STARION
E N E R G Y

AGREEMENT TO PURCHASE ELECTRICITY
STARION ECOGREEN SECURE PLAN
PENNSYLVANIA TERMS OF SERVICE

Background: Starion Energy PA, Inc. ("Starion") is an electric generation supplier ("EGS") licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and supply electric generation and related services in the Commonwealth of Pennsylvania (License No. A-2010-2210819). Generation prices and charges are set by the supplier you have chosen. The PUC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. The PUC does not regulate the prices or other charges from Starion found in this Agreement. Customer understands that Starion is not affiliated with or representing the Electric Distribution Company ("EDC") or PUC. You acknowledge that switching to Starion, or another EGS, is not mandatory, and that you have the option to receive default service from your EDC.

Definitions: Generation Charge: Charge for the production of electricity.

Transmission Charge: Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

Distribution Charge: Charge for delivering electricity over a distribution system to the home or business from the transmission system.

Account Management Fee: Starion charge for customer database management, utility data reconciliation, energy procurement, and other operating costs as determined in Starion's discretion. The fee applies to Starion customers in the following EDC territories: Duquesne, Met-Ed, and Penelec.

1. **Agreement to Purchase Electricity:** These Terms of Service, together with your Third-Party Verification ("TPV") or Customer Application, and your Contract Summary, constitute the agreement between Starion and the customer ("you" or "Customer") by which Starion agrees to sell and supply electricity to Customer, and Customer agrees to purchase and receive electricity from Starion, pursuant to the terms set forth herein (the "Agreement"). Customer warrants that he/she is the account holder and/or fully authorized to enter into this Agreement for the electricity account(s) specified and confirmed in the Contract Summary. This Agreement is contingent upon Customer providing complete and accurate information to Starion and subject to final acceptance by Starion.
2. **Nature of Services:** This Agreement authorizes Starion to change your electricity supplier. Starion will supply electricity to the Customer for the electricity account(s) authorized by the Customer. The electricity supplied by Starion will be delivered to the Customer by the EDC. The amount of electricity supplied under this Agreement is subject to change based on usage data provided to Starion by the EDC. Starion will purchase renewable energy certificates sourced from national wind power facilities in an amount equal to 100% of the Customer's electricity usage served under this Agreement.
3. **Price · Charges for Service:**
   a. Price: *Under this Agreement, Customer's price per kilowatt hour ("kWh") will be fixed during the Initial Term, as specified in your Contract Summary. Your price may be higher or lower than the EDC's price for default service at any time and Starion cannot guarantee savings over the EDC's price in any given month or over the duration of your contract.* You may contact Starion at 1-800-600-3040 or www.starionenergy.com for additional pricing information or to obtain the previous 24 months' average monthly billed prices for your rate class and EDC service territory. Historical pricing is not indicative of present or future pricing.
   b. Calculation of Charges: *Starion will calculate your supply charges for each billing period by multiplying (i) the price of electricity per kWh by (ii) the amount of electricity used during the billing period, and adding to the product of (i) and (ii) an Account Management Fee, if applicable.* This Agreement does not include your EDC's charges.
   c. Account Management Fee ("AMF"): *An Account Management Fee may be applied to each billing cycle, as stated in your Contract Summary. The AMF is charged for customer database management, utility data reconciliation, energy procurement and other operating costs as determined in Starion's discretion.*
4. **Term · Renewal:**
   a. Initial Term: *Your Initial Term under this Agreement will be the period of time stated in your Contract Summary*. Your Initial Term will begin on the earliest date as determined by the Customer's current account status and meter cycle. The Initial Term for a new customer will begin on the date the EDC switches your service to Starion after Starion processes your enrollment and notifies your EDC of the switch.
   b. Renewal: You will receive two (2) notices, approximately 60 and 30 days before the expiration of your Initial Term, which will explain your options going forward. If you fail to respond to either notice, you will be automatically converted to a Renewal Term determined by Starion. You will be notified of the Renewal Term length and price per kWh, along with any other changes to the Terms of Service, at least 30 days before the expiration of your Initial Term under this Agreement.
5. **Right to Rescind**: You have the right to rescind this Agreement within three (3) business days of your receipt of this Agreement by contacting Starion at: 1-800-600-3040; cancel@starionenergy.com; or P.O. Box 845, Middlebury, CT 06762.
6. **Billing and Payment**:
   a. Billing Arrangements: You will receive a consolidated bill from the EDC for each billing period containing both the electric supply services provided by Starion and the distribution, transmission and other services provided by your EDC. Your EDC will set your payment due date and payment address. You will continue to make payment for all of these services to the EDC in accordance with the payment terms stated in the EDC's tariffs. Starion's charges are due when the EDC's charges are due. *Starion does not offer budget billing directly for its services provided under this Agreement.* Customer agrees to timely

review its invoices and agrees that subject to applicable tariff and law, unless notice is given to Starion within ninety (90) days of the invoice date, all invoiced amounts will be deemed by you to be correct and Customer shall waive any right to dispute amounts set forth on such invoice.

b. Non-Payment: You will incur a late payment fee from the EDC for non-payment of a consolidated bill rendered by the EDC, in accordance with the EDC's billing policies and procedures. You are liable for any late payment fees incurred.

c. Net Metering: If you generate electricity from a renewable generating facility to offset your electricity consumption and/or use net metering at any time during the term of this Agreement, you must notify Starion.

7. **Cancellation of Existing Service:** If you presently purchase your electric supply service from another EGS, you are responsible for canceling that service pursuant to the terms of your agreement with your existing EGS, and for any cancellation fees that may apply.

8. **Notices:** Notices sent by Starion to Customer will be sent in the method chosen by the Customer, whenever possible. Otherwise, notices will revert to the default of U.S. Mail. If Customer selects to receive electronic communications from Starion, it is the Customer's responsibility to ensure that the email address provided is current and notify Starion of any changes. If you provide Starion with your email address, you consent to receive communications from Starion in electronic form.

9. **Change Notice:** If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede the effective date of the proposed changes. These notifications will explain your options going forward.

10. **Termination of Agreement · Cancellation Provisions:**

a. Termination by Customer: Customer may terminate this Agreement at any time by contacting Starion. *If Customer terminates this Agreement and, as a result, effectively cancels service prior to the expiration of the Initial Term, an early termination fee may apply, as stated in your Contract Summary*. If you terminate this Agreement, you will be returned to the EDC's default service unless you choose another EGS. The effective termination date will be determined by the EDC. You will be obligated to pay for the electricity and related services provided pursuant to this Agreement prior to the date that such termination becomes effective. If you terminate this Agreement by enrolling with a different EGS or returning to default service, Starion will not be liable for any switching time delays and you will be obligated to make payment for services under this Agreement until termination of service with Starion is effective.

b. Termination by Starion: Starion reserves the right to terminate this Agreement for any reason upon thirty (30) calendar days' advance written notice to the Customer. Some reasons why this Agreement may be canceled include: (i) non-payment: if your electric service is terminated by your EDC, then this Agreement is cancelled on the date that your service is terminated; (ii) company-initiated cancellation: if Starion cancels this Agreement for any reason other than customer non-payment, it will follow applicable rules in providing notice to you; or (iii) if you cancel this Agreement before the end of the Initial Term, you may be subjected to the penalties, fees and exceptions described above and in your Contract Summary. You will be obligated to pay for the electricity and related services provided pursuant to this Agreement prior to the date that such termination becomes effective. If Starion terminates this Agreement early, you will be returned to your EDC's default service unless you choose another EGS.

11. **Privacy Policy · Customer Information and Release Authorization:** By entering into this Agreement, you authorize Starion to obtain all information regarding your electricity account including, but not limited to, account contact information and address(es), account number(s), billing and payment information and history, credit information, historical and future electricity usage and peak electricity demand, meter reading data including smart meter data, and characteristics of electricity service. Starion will not release or sell your personal information to any other party without your consent unless required to do so by law or if necessary to defend or enforce the terms of this Agreement. Privacy of customer Information is governed by 52 Pa Code § 54.8, with which Starion will comply.

12. **Representations · Warranties:** Starion makes no representations or warranties other than those expressly set forth in this Agreement, and STARION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Starion does not represent any guarantee of savings under this Agreement.

13. **Limitation of Liability:** Starion's liability in connection with this Agreement, including without limitation any alleged liability for Early Termination by Starion as explained above, shall not exceed the amount of your largest monthly invoice for electric generation service during the twelve (12) months immediately preceding termination of this Agreement. In no event shall either party be liable to the other for any indirect, special, consequential (including lost profits or revenue), incidental, indirect or punitive damages for claims arising under this Agreement.

14. **Binding Effect · Agency · Assignment:** This Agreement shall extend to and be binding upon Starion's and Customer's respective successors and permitted assigns; provided, however, that Customer may not assign this Agreement without Starion's prior written consent, and any purported assignment without such consent shall be void. Starion may assign its rights and obligations under this Agreement to an affiliate of Starion or to another EGS licensed to do business in Pennsylvania, in whole or in part, subject to compliance with applicable law.

15. **Force Majeure:** Performance of any obligation required by this Agreement shall be suspended if compliance is prevented by an Act of God, strike, fire, war, civil disturbance, embargo, explosion, breakage or accident to machinery or lines of pipe; repairing or altering machinery or lines of pipe; freezing of wells or lines of pipe; by federal, state or local law, rule, order or regulation or by any other cause reasonably beyond the control of a party. Any party claiming such interference with the performance of its obligations hereunder shall provide notice to the other party, specifying the cause of interference. A party shall not be required by this paragraph to settle a labor dispute with its own employees on terms it deems unfavorable.

16. **Customer Service:** In the event of a dispute or disagreement involving Starion's services, you and Starion agree to use our best efforts to resolve the dispute. Most concerns can be resolved by calling our Customer Service Department at 1-800-600-3040. You may also email info@starionenergy.com or write to Starion Energy, P.O. Box 845, Middlebury, CT 06762. Starion's Customer Service is available Monday through Friday from 9:00 a.m. to 5:00 p.m. Eastern Time. You may call the PUC if you are not satisfied after discussing your question or dispute or these terms of service with Starion.
17. **Claims Resolution:**
    a. In the event Starion is unable to resolve a complaint to your satisfaction, this section explains how claims can be resolved through arbitration or litigation. It includes an arbitration provision. You may reject the arbitration provision by sending us written notice within 45 days after your first energy bill with Starion as your supplier. See Your Right to Reject Arbitration below.
    b. For this section, you and Starion ("us" or "we") include any corporate parents, subsidiaries, affiliates or related persons or entities. Claim means any current or future claim, dispute or controversy relating to your account(s), this Agreement, or any agreement or relationship you have or had with us, except for the validity, enforceability or scope of the arbitration provision. Claim includes but is not limited to: (1) initial claims, counterclaims, cross-claims and third-party claims; (2) claims based upon contract, tort, fraud, statute, regulation, common law and equity; (3) claims by or against any third party using or providing any product, service or benefit in connection with any account; and (4) claims that arise from or relate to (a) any account created under any agreement with us or any rates charged on any such account, (b) advertisements, promotions or statements related to any rate plans, goods or services under any agreement with us, (c) benefits and services related to Customer's account with us (including rewards programs) and (d) your application for any account. You may not sell, assign or transfer a claim.
    c. Sending a Claim Notice: Before beginning arbitration or a lawsuit, you and we agree to send a written notice (a Claim Notice) to each party against whom a claim is asserted, in order to provide an opportunity to resolve the claim informally. Go to www.starionenergy.com and select your state of residence for a sample form of Claim Notice. The Claim Notice must describe the claim and state the specific relief demanded. Notice to you will be sent to your billing address. Notice to us must include your name, address and account number and be sent to Starion Energy, Attn: Compliance Dept., P.O. Box 845, Middlebury, CT 06762. If the claim proceeds to arbitration, the amount of any relief demanded in a Claim Notice will not be disclosed to the arbitrator until after the arbitratorrules.
    d. Arbitration: You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator. If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.
        i. Initiating Arbitration: Before beginning arbitration, you or we must first send a Claim Notice. Claims will be referred to either JAMS or AAA, as selected by the party electing arbitration. Claims will be resolved pursuant to this Arbitration provision and the selected organization's rules in effect when the claim is filed, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sec. 1-16 ("FAA"). We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.
        ii. Limitations on Arbitration: If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other Starion customers or other persons similarly situated. The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these Limitations on Arbitration is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.
        iii. Arbitration Procedures: This Arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the Limitations on Arbitration, the arbitrator may otherwise award any relief available in court. The arbitration will be confidential, but you may notify any government authority of your claim. If your claim is for $5,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing, or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA; however, any party will have 30 days to appeal the award by notifying the arbitration organization and all parties in writing. The organization will appoint a three-arbitrator panel to decide anew, by majority vote based on written

submissions, any aspect of the decision appealed. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

iv. Arbitration Fees and Costs: You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

v. Additional Arbitration Awards: Only if the arbitrator rules in your favor for an amount greater than any final offer we made before the first arbitration hearing is conducted, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than $1,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

vi. Your Right to Reject Arbitration: You may reject this Arbitration provision by sending a written rejection notice to us at: Starion Energy, Attn: Compliance Department, P.O. Box 845, Middlebury, CT 06762. Go to www.starionenergy.com and select your state of residence for a sample rejection notice. Your rejection notice must be mailed within 45 days after the date of your first energy bill with Starion as your supplier. Your rejection notice must state that you reject the Arbitration provision and include your name, address, account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision will not apply to you, except for any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Claims Resolution section or the Agreement. Rejecting this Arbitration provision will not affect your ability to receive energy supplied by us or any other benefit, product or service you may havewith your account.

e. Continuation: This Section 17 will survive termination of your Agreement, voluntary payment of your account balance, any legal proceeding to collect a debt, any bankruptcy and any sale of your account (in the case of a sale, its terms will apply to the buyer of your account). If any portion of this Claims Resolution section, except as otherwise provided in the Limitations on Arbitration subsection, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Claims Resolution section.

18. **Other Provisions**: This Agreement sets forth the entire agreement between you and Starion for the purchase and sale of electric generation service and supersedes any and all prior agreements, whether written or oral. Nothing in this Agreement shall create or be construed as creating any express or implied rights in any person or entity other than you and Starion. Electronic acceptance of the terms is an agreement to initiate service and begin enrollment. This Agreement is subject to all applicable statutes and to all present and future orders, rules and regulations of governmental authorities having jurisdiction over the subject matter hereof. This Agreement shall be governed by the laws of Pennsylvania. You acknowledge that this Agreement is a forward contract within the meaning of the United States Bankruptcy Code and that Starion is a forward contract merchant. By executing this Agreement, you represent and warrant that you have the necessary authority to execute this Agreement.

19. **Contact Information:**

Starion Energy
Mailing Address: PO Box 845 Middlebury, CT 06762
Toll-Free Telephone: 1-800-600-3040 · Monday through Friday, 9:00AM-5:00PM Eastern Time
E-mail/Web: info@starionenergy.com · www.starionenergy.com

Electric Distribution Company: In the event of an emergency such as a downed power line, contact your EDC.

PPL Electric Utilities: 1-800-342-5775
Duquesne: 1-888-393-7100 (Universal Service: 1-888-393-7600)
PECO: 1-800-841-4141
Met-Ed and Penelec: 1-800-545-7741
Penn Power: 1-888-544-4877

Universal Service: Your EDC may have programs available to customers on a limited or fixed income to assist them with payment of utility service bills. Information on your EDC's Universal Service Programs can be obtained by contacting your EDC at the telephone number indicatedabove.

Pennsylvania Public Utility Commission:
P.O. Box 3265, Harrisburg, PA 17105-3265
Choice Hotline Number 1-800-692-7380

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

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

VERIFICATION

I, Barbara R. Alexander, hereby state that the facts set forth in my Rebuttal Testimony, OCA Statement 2-R, are true and correct to the best of my knowledge, information and belief 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 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

DocuSigned by:
Barbara R. Alexander
8D0E58CA47E24C2...

DATED: August 10, 2020
*292696

Signature: ____________________
Barbara R. Alexander

Consultant Address: Barbara Alexander Consulting, LLC
83 Wedgewood Drive
Winthrop, Maine 04364