

COMMONWEALTH OF PENNSYLVANIA



PATRICK M. CICERO
Consumer Advocate

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
www.oca.pa.gov

July 31, 2024

Via Electronic Filing

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

Re: Petition of PECO Energy Company for
Approval of its Default Service Program for the
Period of June 1, 2025, through May 31, 2029

Docket No. P-2024-3046008

Dear Secretary Chiavetta:

Attached for electronic filing is the Office of Consumer Advocate's Reply Brief in the above-captioned case.

Copies of this letter and OCA Reply Brief are being served on parties of record per the attached Certificate of Service.

Respectfully submitted,

/s/Barrett C. Sheridan
Barrett C. Sheridan
Assistant Consumer Advocate
PA Attorney I.D. # 61138
BSheridan@paoca.org

Enclosures:

cc: The Honorable Eranda Vero (email only)
The Honorable Arlene Ashton (email only)
Certificate of Service

CERTIFICATE OF SERVICE

Petition of PECO Energy Company for :
Approval of its Default Service Program for : Docket No. P-2024-3046008
the Period of June 1, 2025, through May 31, :
2029 :

I hereby certify that I have this day filed electronically on the Commission’s electronic filing system and served a true copy of the following document, the Office of Consumer Advocate’s Reply Brief, 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. aa

Dated this 31st day of July 2024.

SERVICE BY E-MAIL ONLY

Brooke E McGlinn, Esquire
Kenneth M. Kulak, Esquire
Maggie Curran, Esquire
Morgan, Lewis & Bockius LLP
2222 Market Street
Philadelphia, PA 19103-3007
brooke.mcglinn@morganlewis.com
ken.kulak@morganlewis.com
maggie.curran@morganlewis.com
Counsel for PECO Energy Company

Jack Garfinkle, Esquire
Exelon
2301 Market St.
Legal Department S23-1
Philadelphia, PA 19103
Jack.garfinkle@exeloncorp.com

Steven C. Gray, Esquire
Rebecca Lyttle, Esquire
Office of Small Business Advocate
Forum Place
555 Walnut Street, 1st Floor Harrisburg,
Pennsylvania 17101
sgray@pa.gov
relyttle@pa.gov
Counsel for OSBA
Zachary M. Fabish
Senior Attorney
Sierra Club

Adesola K. Adegbesan, Esquire
PECO Energy Company
2301 Market Street, S23-1
Philadelphia, PA 19103
adesola.adegbesan@exeloncorp.com
Counsel for PECO Energy Company

Allison Kaster, Esquire
Bureau of Investigation & Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120
akaster@pa.gov
Counsel for I&E

Adeolu A Bakare, Esquire
Charis Mincavage, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166
abakare@mcneeslaw.com
cmincavage@mcneeslaw.com
Counsel for PAIEUG

50 F Street, NW, 8th Floor
Washington, D.C. 20001
zachary.fabish@sierraclub.org
Counsel for Energy Justice Advocates

Logan Welde
Senior Staff Attorney
Clean Air Council
1617 John F. Kennedy Boulevard, Suite 1130
Philadelphia, PA 19103
lwelde@cleanair.org
Counsel for Energy Justice Advocates

Devin McDougall, Esquire
Clean Energy Program
Earthjustice
1617 John F. Kennedy Blvd., Suite 2020
Philadelphia, PA 19103
dmcdougall@earthjustice.org
cweinberg@earthjustice.org
mdegasperi@earthjustice.org
Counsel for Energy Justice Advocates

Karen O. Moury, Esquire
Deanne M. O'Dell, Esquire*
Lauren M. Burge, Esquire*
Eckert Seamans Cherin & Mellott, LLC
213 Market Street, 8th Floor
Harrisburg, PA 17101
kmoury@eckertseamans.com
dodell@eckertseamans.com
lburge@eckertseamans.com
Counsel for NRG and RESA

Elizabeth J. Sher, Esquire
Day Pitney LLP
One Jefferson Road
Parsippany, NJ 07054-2891
esher@daypitney.com
*Counsel for Constellation
NewEnergy Inc. and Constellation
Energy Generation, LLC*

Alexander Judd
Day Pitney LLP
225 Asylum Street Hartford, CT 06103
ajudd@daypitney.com
*Counsel for Constellation NewEnergy, Inc. and
Constellation Energy Generation, LLC*

Daniela Rakhlina-Powsner, Esquire
Robert W. Ballenger, Esquire
Joline R. Price, Esquire
Vikram A. Patel, Esquire
Community Legal Services, Inc.
1424 Chestnut Street
Philadelphia, PA 19102
drakhlinapowsner@clsphila.org
rballenger@clsphila.org
jprice@clsphila.org
vpatel@clsphila.org
Counsel for TURN and CAUSE-PA

Thomas F. Puchner, Esquire
Phillips Lytle LLP
30 South Pearl Street
Albany, NY 12207-1537
tpuchner@phillipslytle.com

John F. Lushis, Jr., Esquire
Norris McLaughlin, P.A.
515 West Hamilton Street – Suite 502
Allentown, PA 18101
jlushis@norris-law.com
Counsel for Calpine

Elizabeth R. Marx, Esquire
John Sweet, Esquire
Ria Pereira, Esquire
Pennsylvania Utility Law Project
118 Locust Street
Harrisburg, PA 17101
emarx@pautilitylawproject.org
jsweet@pautilitylawproject.org
rpereira@pautilitylawproject.org
Counsel for PULP

Sophia Browning
Day Pitney LLP
555 11th Street NW Washington, DC 20004
sbrowning@daypitney.com
*Counsel for Constellation NewEnergy, Inc. and
Constellation Energy Generation, LLC*

Gregory L. Peterson, Esquire
Phillips Lytle LLP
201 West Third Street, Suite 205
Jamestown, NY 14701-4907
gpeterson@phillipslytle.com

Yena Lee
Assistant General Counsel
1310 Point Street Baltimore, MD 21231
yena.lee@constellation.com
*Counsel for Constellation NewEnergy, Inc. and
Constellation Energy Generation, LLC*

/s/ Barrett Sheridan
Barrett Sheridan Pa ID 61138
Assistant Consumer Advocate
BSheridan@paoca.org

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

Dated: July 31, 2024

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

PETITION OF PECO ENERGY COMPANY :
FOR APPROVAL OF ITS DEFAULT : DOCKET NO. P-2024-3046008
SERVICE PROGRAM FOR THE PERIOD :
FROM JUNE 1, 2025, THROUGH MAY 31, :
2029 :

REPLY BRIEF
OF THE OFFICE OF CONSUMER ADVOCATE

Barrett Sheridan
Assistant Consumer Advocate
PA Attorney I.D. #61138
E-Mail: BSheridan@paoca.org

For:
Patrick M. Cicero
Consumer Advocate

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

DATED: July 31, 2024

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I. INTRODUCTION

A. Procedural History

This proceeding concerns the PECO Energy Company (PECO or the Company) Petition for Approval of Its Default Service Program for the Period from June 1, 2025, through May 31, 2029 (DSP VI). The Office of Consumer Advocate (OCA) Initial Brief as filed on July 17, 2024 sets forth the procedural history of this case through the OCA’s signing and support for the Joint Petition for Non-Unanimous Settlement (Settlement Petition). OCA M.B. at 1-3. The Joint Petition was filed by the Company, the OCA, Office of Small Business Advocate (OSBA), the Tenant Union Representative Network and Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (together TURN/CAUSE-PA), the Energy Justice Advocates (EJA) (collectively the “Settling Parties”). The Settling Parties agree that the PECO DSP VI plan, as revised by the Settlement Petition complies with the law, is supported by substantial evidence in the record and is in the public interest. The Settlement Petition is not opposed by intervenors Calpine Retail Holdings, Inc. (Calpine), Constellation Energy Generation, LLC and Constellation NewEnergy Inc. (Constellation), and Philadelphia Area Industrial Energy Users Group (PAIEUG). Joint Petition at 1, fn. 2. The Settlement is opposed by the Retail Energy Supply Association (RESA) and NRG.

On July 17, 2024, PECO and the OCA each filed briefs in support of Commission approval of the Joint Petition without modification. The OCA and PECO separately briefed and opposed RESA positions as set forth in the direct, rebuttal, and surrebuttal testimony of RESA witness Frank Caliva. The Joint Petition identified RESA and NRG as opposed to the Settlement Petition. Settlement Petition at 1, fn. 2.

PAIEUG filed a Main Brief on July 17, 2024. PAIEUG does not oppose the Joint Petition. PAIEUG's Main Brief responds to arguments set forth by RESA. PAIEUG requests that the Commission reject the RESA proposal to have PECO procure solar alternative energy credits (AECs) for both shopping and non-shopping customers, or in the alternative not permit PECO to implement a non-bypassable charge for the procurement of solar renewable energy credits until at least three years after a final order in this proceeding. PAIEUG M.B. at 3-5, 6. PAIEUG opposes RESA's request that the Commission order a statewide investigation of default service messaging, as part of the resolution of the PECO DSP VI proceeding. PAIEUG M.B. at 5, 6.

On July 17, 2024, RESA filed a Main Brief in opposition to the Settlement Petition. The RESA Main Brief requests that the ALJ's issue a Recommended Decision which rejects the Settlement Petition, adopts the PECO's original DSP VI plan, and recommends Commission approval of five RESA positions. *See* RESA M.B. at 5.

On July 17, 2024, intervenor NRG filed a Main Brief. In its Main Brief, NRG requests that the ALJs reject the Settlement Petition. NRG M.B. at 7. NRG states its support for RESA's competitive market concerns as well as RESA's opposition to PECO's proposed inclusion of a graphic on residential customer bills. NRG M.B. at 1, 6-7. The focus of the NRG brief is on the Settlement Petition Paragraph 64 provision concerning the SOP. NRG M.B. at 1, 3-6.

On July 17, 2024, American Power & Gas of Pennsylvania, LLC (AP&G) submitted a brief as *amicus curiae*. AP&G represents that it is a licensed electric generation supplier (EGS) with an interest in PECO's Standard Offer Program (SOP). AP&G *Amicus* Brief at 1. AP&G opposes the Settlement Petition terms regarding the SOP. AP&G *Amicus* Brief at 1-6. Collectively, RESA, NRG and AP&G will be referred to as the "Supplier Parties."

B. Non-Unanimous Settlement

The OCA Initial Brief sets forth a summary of the terms of the Joint Petition. The OCA is a signatory and requests Commission approval of the Joint Petition in its entirety, without modification. It is supported by substantial evidence and is in the public interest for all the reasons set forth in the Settlement Petition, Statements in Support filed by the Settling Parties and in the OCA's and PECO's Main Briefs.

RESA opposes the Joint Petition in its entirety and requests that the Joint Petition be rejected. RESA M.B. at 2, 5, 6, 9, 44-45. In its place, RESA requests that the Commission approve PECO's initial DSP VI proposal as filed, subject to modification and adoption of five RESA specific terms: institution of a statewide investigation; rejection of PECO's residential bill chart; a collaborative to address PECO's customer information system; rejection of the capacity proxy price (CPP); and a requirement that PECO allocate any solar AECs acquired through its long-term procurement to the supply load for all distribution companies. RESA M.B. at 2, 5, 44-45. The RESA Brief presents arguments in support of these RESA specific requests, framed by RESA's narrow and erroneous interpretation of the Competition Act. RESA M.B. at 6-11.

However, RESA's Main Brief is silent on why PECO's initial DSP VI proposal is better than the revised PECO DSP VI proposed by the Joint Petitioners. RESA's Main Brief also fails to identify why the revised DSP VI proposal agreed to in the Settlement Petition is not in the public interest. The OCA Statement in Support highlights the terms of the Settlement that modify and so improve upon PECO's initial filing. Joint Petition, Statement B at 3-5, 7-8, 10, 12-15. Equally important, the Joint Petition reflects PECO's agreement to withdraw the reserve price proposal made in PECO's initial filing. Joint Petition ¶3, Statement B at 5. RESA's Main Brief is silent as to why PECO's reserve price proposal should be part of the Commission approved PECO DSP VI plan. Yet that would be the outcome if the Commission approves RESA's request for relief: a

PECO DSP VI plan for procurement of default supply that would include the reserve price provision. *See*, PECO M.B. at 2. Effectively, RESA is advocating for Commission approval of all provisions in the initial PECO DSP VI, without identification by RESA of sufficient record support or affirmative argument in RESA’s brief.

Similarly, the Joint Petition includes protections for low-income customers served by a supplier who are seeking to enroll in PECO’s Customer Assistance Program. Joint Petition, ¶¶ 67-69. These provisions of the Joint Petition reflect affirmative commitments by PECO to make changes to the Supplier Tariff such that “[c]ommencing with all EGS contacts with Residential customers executed after June 1, 2025, EGS will not be permitted to charge early cancellation, termination, or other fees to any shopping customer that is transitioning to PECO’s CAP.” Joint Petition, ¶ 67. These Settlement provisions, upon Commission approval, will improve PECO’s DSP VI plan for the benefit of residential consumers. *See*, Joint Petition, Statement B (OCA) at 14-16, Statement E (TURN/CAUSE-PA) at 2-5. The RESA Main Brief identifies no record evidence nor legal argument why these Settlement provisions should not be part of the final PECO DSP VI plan approved by the Commission. Yet, RESA’s Main Brief insists that the final PECO DSP VI plan approved by the Commission should be comprised of PECO’s initial DSP filing, subject only to RESA’s specific modifications or additions. RESA M.B. at 2, 5, 44-45.

The OCA Reply Brief focuses on those issues briefed by RESA, NRG and *amicus* AP&G. However, the OCA urges the Presiding Officers and Commission to pay equal attention and consideration to RESA’s broad request for relief that would wipe out Joint Petition terms that improve and refine upon PECO’s initial DSP VI proposal. The Joint Petition for Non-Unanimous Settlement is supported with substantial evidence in the record, complies with applicable law and policy specific to PECO’s obligations to acquire default supply, complies with applicable law

related to the Competition Act, and is in the public interest. RESA has not provided evidence of even co-equal value that PECO's initial DPS Plan VI is the better blueprint or that its suggested modifications should be adopted.

C. Legal Standards

The OCA incorporates by reference the legal standards outlined in its Main Brief, as nothing in the briefs of the Supplier Parties changes that analysis. The OCA here reiterates the legal standard related to the Electric Generation Customer Choice and Competition Act (Customer Choice Act) as it is relevant to the issues raised by the Supplier Parties.

As outlined in the OCA's M.B., under the Public Utility Code, in particular the Customer Choice Act, the Commission has the clear authority to "bend" competition where necessary. *See Retail Energy Supply Ass'n v. Pa. PUC*, 185 A.3d 1206, 1221 (Pa. Cmwlth. 2018) (*RESA*) and *Coalition for Affordable Util. Servs. & Energy Efficiency in PA. et al. v. Pa. PUC*, 120 A.3d 1087, 1093, 1103 (Pa. Cmwlth. 2015), app. den., 136 A. 3d 982 (Pa. 2016) (*CAUSE-PA*); 66 Pa. C.S. § 2801, *et seq.* (Customer Choice Act). In *CAUSE-PA*, the Commonwealth Court stated that the Customer Choice Act "does not demand absolute and unbridled competition." *CAUSE-PA* at 1101. The Commonwealth Court stated that "under certain circumstances, unbridled competition may have to give way to other important concerns." *CAUSE-PA* at 1103.

In Section IV of its Main Brief, OCA M.B. at 16-24, and more again below, the OCA outlines why the Settlement agreement to require customers to be returned to default service at the conclusion of their SOP contract absent an affirmative choice to remain with their supplier meets the threshold needed for the Commission to bend competition.

II. DEFAULT SERVICE PROCUREMENT AND IMPLEMENTATION PLANS

A. Capacity Proxy Price

RESA requests that the Commission reject the Joint Petition provisions regarding the capacity proxy price (CCP) proposal based upon RESA witness Caliva's testimony. RESA M.B. at 5, 12-16. NRG provided no testimony and takes no position on this issue. NRG M.B. at 3. Contrary to RESA's position, the Commission should approve the Joint Petition, including the CPP provisions, without modification.

Paragraphs 31 and 32 of the Joint Petition reflect the agreement of the Company, the OCA, OSBA, TURN/CAUSE-PA, and EJA that PECO's CPP proposal and corresponding modification of the Supplier Master Agreement (SMA) for use in the DSP VI period is supported by the record, is in the public interest, and should be approved by the Commission. OCA M.B. at 7-8; PECO M.B. at 2, 10-13; Joint Petition at ¶¶ 31, 32. The Settlement term regarding adoption of a CPP and true-up process is a reasonable improvement to the Company's proposed DSP VI program, to account for the uncertainty of when PJM will conduct a Base Rate Auction (BRA) for capacity, relative to the time needed for default service supplier to incorporate the auction results into their bids. Joint Petition at ¶ 32; OCA M.B. at 8; PECO M.B. at 10-13. The testimony of OCA witness Serhan Ogur and PECO witnesses Sulma Dalessio and Katie Orlandi provide record support for the inclusion of the CPP as part of PECO's DSP VI for the period beginning July 1, 2025. OCA M.B. at 7-8; PECO M.B. at 10-13.

PECO is not the first default service provider to have to account for the uncertainty of when PJM will conduct a Base Rate Auction (BRA) relative to the timing of procurement of default service supply. The Commission has approved requests by the First Energy Companies and Duquesne Light to include a CPP as part of those EDCs process for procurement of default supply, to address the uncertainty of when PJM will conduct a BRA for capacity. *Joint Petition of*

Metropolitan Edison, et al for Approval to Modify their Default Service Program, Docket No. P-2021-3030012, Order (Aug. 2, 2022) (*First Energy Companies*); *Petition of Duquesne Light Co. for Approval to Modify its Supplier Master Agreement*, Docket No. P-2020-3023149, Order at 4 (Jan. 14, 2021) (*Duquesne Light*).

In opposition, RESA states that suppliers bidding for a PECO default supply contract with knowledge of the CPP provision will lead to end-user supply price distortion. RESA M.B. at 13. According to RESA, PECO would have a tool in the procurement of default supply to mitigate risk and risk premiums in bids while “other competitive suppliers are relegated to other options...” RESA M.B. at 13-14. By allowing PECO’s structured default procurement process to include a CPP provision, RESA witness Caliva forecast it would lead to EGS reputational damage and loss of customers. RESA M.B. at 14. RESA opposes allowance of what it asserts is an unfair competitive advantage to PECO in the procurement of default supply. RESA M.B. at 15-16. RESA refers to Section 2803 of the Public Utility Code with a paraphrase of the definition of “Direct Access.”¹¹ RESA M.B. at 15, fn. 39. RESA’s arguments fail for several reasons.

First, despite asserting that the inclusion of the CPP somehow violates the Customer Choice Act, RESA fails to identify any PECO transmission system or distribution system that an EGS would be denied access to, or would be allowed access but on discriminatory terms, during the operation of the PECO’s revised DSP VI plan, inclusive of the CPP proposal. Instead, RESA takes the leap from its reference to the “direct access” provision of the Customer Choice Act to argue that the CPP with true-up would provide an unfair advantage to PECO in the acquisition of default

¹¹ **"Direct access."** The right of electric generation suppliers and end-use customers to utilize and interconnect with the electric transmission and distribution system on a nondiscriminatory basis at rates, terms and conditions of service comparable to the transmission and distribution companies' own use of the system to transport electricity from any generator of electricity to any end-use customer. 66 Pa. C.S. § 2803.

supply. *See* RESA M.B. at 15-16. The premise of RESA's opposition to the CPP is not legally sound.

RESA's policy reasons for rejection of the PECO CPP proposal are refuted on the record. OCA M.B. at 9-10; OCA St. 1R at 3-4. OCA witness Ogur disagreed with RESA's broad premise that the merits of the CPP should be viewed through a competitive lens, as well as RESA's specific focus on capacity auction price signals. OCA M.B. at 9; OCA St. 1R at 2-4; *see*, RESA M.B. at 12-16. Wholesale Fixed Price Full Requirements (FPFR) suppliers and EGSs face different risks and opportunities in their respective business models. OCA M.B. at 9; OCA St. 1R at 3. Isolating one aspect of business risk/opportunity and one pricing element and trying to levelize the playing field in that area ignores this basic fact. OCA M.B. at 9; OCA St. 1R at 3. Dr. Ogur noted the differences and flexibility afforded EGSs to offer contracts of any term and so avoid business risk stemming from the lack of a PJM capacity market price signal. OCA M.B. at 9; OCA St. 1R at 3.

PECO also rebuts RESA's broad claims that the CPP as part of PECO's DSP VI would impair the ability of EGSs to acquire competitive supply and then price retail supply offers. PECO M.B. at 10-13. PECO Brief explains:

Contrary to RESA's contention, the use of a CPP in default service solicitations would not lead to a distortion in retail markets. Default service suppliers must serve customers under the terms of the SMA. PECO procures its FPFR default supply in two solicitations each year, and the delivery periods under the SMA are for 12-month or 24-month supply terms. In contrast, EGSs are free to offer products, including contract term lengths and pricing, that align with their costs and profit expectations. For example, EGSs may make offers with six- or 12- month contract terms that cover delivery periods with completed PJM BRA auctions. In short, unlike default service suppliers, EGSs have flexibility to formulate their products to entirely avoid any business risk stemming from unknown PJM BRA clearing prices.

PECO M.B. at 12.

The Commission has already approved the use of a CPP in default service procurements in *First Energy Companies* and *Duquesne Light* as beneficial and in the public interest. OCA M.B. at 8-9; OCA St. 1 at 17; PECO M.B. at 12. Allowing PECO to use a CPP will create predictability and is more likely to improve price stability than not using a CPP, given that it is likely that the capacity price will not be known ahead of several of PECO's upcoming default service supply solicitations. *See*, OCA St. 1R at 3-4; PECO M.B. at 12.

The Commission should approve the Joint Petition inclusive of PECO's CCP proposal. The record, public interest, and prior Commission orders support approval. The Commission should deny RESA's position that the CPP proposal must be rejected as competitively unfair to EGSs. *See*, RESA M.B. at 5. The addition of the CPP is tied to PECO's obligation to procure default service supply through a prudent mix and on least cost terms over time, regardless of RESA's speculative concerns for future EGS reputational harm and customer loss.

B. AEPS Compliance

The Joint Petition reflects a negotiated, revised plan for PECO to meet its Alternative Energy Portfolio Standards (AEPS) compliance obligations with a commitment to acquire more solar AECs and capacity through long term purchase power agreements.² OCA M.B. at 10-11; PECO M.B. at 7, 13-14; Joint Petition ¶¶ 21-25, 36. PECO's commitment, through the Joint Petition, to increase its purchase of solar AECs and capacity during the DSP VI term is a negotiated provision well supported by the evidentiary record, the testimony of the EJA and other parties to

² Under the terms of the Settlement, PECO will require each FPFPR supplier to transfer Tier I and Tier II AECs to PECO's AEPS obligations consistent with the amount of default service load served by that supplier. OCA M.B. at 10; PECO M.B. at 7; Petition at ¶ 36. In addition to those AECs, PECO will allocate AECs obtained through solar procurement to suppliers in accordance with the percentage of load served by each supplier and will retain any portion of its AEC inventory to meet its AEPs obligations. OCA M.B. at 10; PECO M.B. at 7; Petition at ¶ 36.

the Joint Petition. *See* Joint Petition ¶¶ 36, 39, Statements in Support of PECO at 14-15, EJA at 5-6, OCA at 5.

Despite the agreement of the parties to the Joint Petition that PECO should acquire a greater quantity of solar AECs and capacity than initially proposed by the PECO DSP VI petition, RESA seeks rejection of the Joint Petition. RESA M.B. at 5, 16-18. Instead of these Joint Petition terms, RESA requests that the ALJs adopt “PECO’s initial proposal as filed.” RESA M.B. at 5. The Commission should deny RESA’s position that PECO’s procurement of solar AECs during the DSP VI period should be capped at the amount originally proposed in PECO’s filing. RESA does not identify any record evidence to support this “no more than PECO’s original proposal” position. To the contrary, the issue of how PECO should improve and increase its original proposal for compliance with AEPS was the subject of robust discussion in the evidentiary record, by individual consumers and parties other than RESA. *See, e.g.* OCA St. 1R at 4; OCA St. 1SR at 16-20; EJA St. 1 at 79; PECO St. 3R at 16-19.

Nonetheless, working from PECO’s initial proposal as filed, RESA then seeks Commission approval of an affirmative modification. RESA M.B. at 5,44-45. According to RESA, Commission approval of PECO’s initial proposal to double the amount of AEC procurement should also “require PECO to allocate any solar AECs acquired through its long-term contract procurement process to the supply load for all distribution customers, not only to default service customers.” RESA M.B. at 5. NRG supports RESA’s position regarding PECO’s compliance with AEPS Standards. NRG M.B. at 3.

RESA focuses on PECO’s initial proposal for acquisition of solar AECs using long term contracts. According to RESA, the 10-year pricing determined at the time of procurement may result in pricing distortion in future years, based on comparison of the default service price and

EGS pricing. RESA M.B. at 17. RESA witness Caliva recommended Commission consideration of “competitively neutral structures” to prevent adverse impact on the development of retail competition. RESA M.B. at 17. RESA acknowledges that the Joint Petition has expanded PECO’s original DSP VI plans to procure solar AECs, but that 10-year fixed price power purchase agreements will still be used. RESA M.B. at 17-18. RESA faults the Joint Petition plan to procure the solar AECs exclusively for the requirements of default service load, in contrast to an OCA alternative suggestion made in testimony. RESA M.B. at 17-18.

The Commission should reject RESA’s request that PECO’s initial AEPS procurement plan be modified to require that PECO’s procurement of solar AECs be allocated to the supply load for all distribution customers and then be approved as modified. The record reflects support for PECO’s use of long-term contracts. As OCA witness Dr. Ogur explained, long-term contracts for the provision of Tier I AECs can help stabilize prices for what would otherwise be a volatile component of the overall portfolio. OCA M.B. at 10; OCA St. 1R at 5. As to RESA’s proposal inclusive of a non-bypassable charge, Dr. Ogur found it flawed, as it could result in some shopping customers paying twice for the same solar AECs. OCA M.B. at 11; OCA St. 1R at 6. PAIEUG cites a lack of evidence to support RESA’s requested modification. PAIEUG M.B. at 4. PAIEUG opposes the RESA position that PECO should be ordered to obtain solar AECs for both its shopping and non-shopping customers and collect the resulting costs from all customers through a non-bypassable charge. PAIEUG M.B. at 3, 6.

The Commission should approve the Joint Petition which reflects the agreement of the signatories that PECO’s plan for compliance with the AEPS, as modified in the negotiated Settlement, is reasonable, supported by the record, and in the public interest. OCA M.B. at 10-11; PECO M.B. at 13-14; Joint Petition ¶¶ 36, 39. The Commission should reject RESA’s request for

alternative relief in the form of changes to PECO's initial default service proposal as not supported by the record, flawed, and not in the public interest. OCA Brief at 11-15, 21-25, 27-28; OCA St. 1R at 6; PAIEUG M.B. at 4-5; PECO Brief at 19-23; *contrast*, RESA M.B. at 5; RESA St. 1 at 34.

III. RATE DESIGN AND COST RECOVERY

A. Adjustment of Default Service Rates

Under the terms of the Settlement, PECO will continue to recover its default service costs from customers through the Generation Supply Adjustment (GSA) and the Transmission Service Charge (TSC). Petition at ¶40. For the Residential and Small Commercial classes, default service rates that are established pursuant to the GSA will now be adjusted semi-annually rather than quarterly. Petition at ¶40. This Settlement term conforms with part of an OCA recommendation sponsored by OCA witness Ogur. OCA Brief at 11-13; *see*, OCA St. 1 at 27-28; OCA St. 1SR at 2-6.

RESA opposes this Joint Petition provision as creating a fundamental inequity in the marketplace and an unfair competitive advantage. RESA M.B. at 18-19. According to RESA, the change from quarterly adjustment of the GSA to semi-annually would result in the default service rate bearing less of a relationship to the market and so lead to difficulties on the part of EGS to establish competing offers or even enter the market. RESA M.B. at 19.

RESA's position that the GSA should be adjusted on a quarterly basis and not changed to semi-annual adjustment should be denied. OCA Brief at 11-13; PECO Brief at 14-15. RESA's concerns based on promotion of competitive interests does not merit rejection of the Joint Petition agreement that PECO will change to semi-annual adjustment. OCA Brief at 12-13. Specifically, RESA's concern for timely reflection of market prices does not recognize the reality of PECO's purchasing of default supply. Ninety-nine percent of the Company's residential default service

supplies will be procured through FPRP contracts, that would terminate on May 31 or November 30 each year. OCA Brief at 12. Since the contracts will change semi-annually, there is no reason to adjust rates quarterly. OCA Brief at 12. PECO will rely upon the spot market for up to 1 percent of supply. However, PECO's agreement to procure more solar energy, capacity and solar AECs through ten-year, fixed price purchase agreements may result in offset against the spot purchases for the residential class. OCA Brief at 12-13. The premise for RESA's insistence on quarterly adjustment of the GSA does not recognize that the prices for PECO's procurement of default supply for the residential class adjust less frequently.

The Commission should find that this Joint Petition term is supported by the record and in the public interest. RESA's opposition is not supported by the record and should be denied. OCA Brief at 11-13; PECO Brief at 14-15.

B. Time-of-Use Rates

The Commission should approve the Joint Petition, inclusive of the terms that address PECO's time-of-use (TOU) program. OCA Brief at 13-15; PECO Brief at 15-17; Joint Petition ¶¶ 46, 47, 53-61. The OCA Brief and OCA Statement in Support present an overview of these Joint Petition provisions. OCA Brief at 13-14; Joint Petition, Statement B OCA Statement in Support at 8-10. The testimony of OCA witnesses Dr. Ogur and Ms. Barbara Alexander provide record support, where each OCA witness evaluated and recommended improvements to PECO's existing TOU program as part of PECO DSP VI. OCA M.B. at 14. Based upon the Joint Petition, PECO will also perform a one-time evaluation of the current TOU rate structure and present these results in its next default service filing. PECO Brief at 16, Petition at ¶47. The Commission should find that the Settlement provisions regarding PECO's offering of the TOU rates and service as part of

PECO DSP VI reflect compromises by the Joint Petitioners, have support in the record, and are in the public interest. OCA M.B. at 13-15.

RESA is the only party that opposes PECO's commitment to evaluate its TOU rate program, describing it as "unnecessary." RESA M.B. at 20-21. NRG takes no position. NRG M.B. at 3.

RESA requests that the Commission reject the Settlement provisions regarding TOU rates, including PECO's agreement to conduct an evaluation. RESA M.B. at 20-21. RESA states that EDCs should not spend more ratepayer dollars on improvement of the statutorily required TOU programs, based upon RESA's interpretation of the Competition Act. RESA M.B. at 20-21. RESA opposes the Joint Petition because the evaluation that PECO has agreed to do during the four year period of the DSP VI might be used in the future to improve PECO's statutorily required TOU rates.

RESA's opposition does not warrant rejection of the Joint Petition settlement provisions regarding PECO's TOU rates program. OCA Brief at 15-16; PECO Brief at 15-17. RESA witness Caliva conceded that PECO has a statutory obligation to offer a TOU rate program. PECO Brief at 17, *citing* 66 Pa. C.S. § 2807(f)(5). RESA has not shown how PECO could fulfill its statutory obligation to offer a TOU rate without the expenditure of ratepayer money. OCA M.B. at 15; OCA St. 1SR at 15. The Settlement term is a reasonable first step to leverage the \$5 million of ratepayer funds already expended to establish PECO's TOU rate offering. OCA M.B. at 15; OCA St. 1SR at 15. RESA's general objections to any evaluation or effort to improve PECO TOU rate program are premised on RESA's preference for offerings developed by EGSs. RESA M.B. at 20-21. The record does not support a conclusion that the PECO evaluation agreed to in the Settlement will impact TOU rate products in the competitive market or impact the ability of EGSs to offer alternative price offerings during the PECO DSP VI period. *See* PECO M.B. at 17.

The Commission should approve the Joint Petition, including those provisions that relate to PECO's TOU rate offerings, as supported by the record and in the public interest. The Settlement provisions represent compromises by the Joint Petitioners, including the OCA. OCA Brief at 15. As summarized by PECO, "the record evidence shows that the TOU rates under the Settlement satisfy Act 129 requirements, incorporate the Commission's recommended guidelines on TOU rate design, and balance a variety of important objectives, including development of a TOU rate structure that is actionable." PECO Brief at 17.

IV. PECO'S STANDARD OFFER PROGRAM

As summarized in the OCA Brief, the Joint Petition reflects the Company's commitment and the agreement of OCA, TURN/CAUSE-PA and other parties to a reasonable set of revised program rules for the Standard Offer Program (SOP) that will commence June 1, 2025, as part of PECO's revised DSP VI. OCA Brief at 16-24; see also PECO Brief at 8, 18. The Joint Petition provides that the currently effective SOP, including the cost recovery mechanism last approved as part of PECO DSP V "will continue as modified by this Settlement until May 32, 2029, unless ordered by the Commission to be terminated sooner." Settlement Petition at ¶63. The specific modifications agreed to were twofold: (1) that for all SOP contracts executed after June 1, 2025, EGSs who agree to participate must transfer an SOP customer to default service upon the expiration of the SOP contract unless the customer affirmatively elects to remain with the SOP supplier; and, (2) that PECO will change its SOP scripting to inform customers who enroll after June 1, 2025, that enrollment in an SOP contract under those terms will operate as consent to return to default service absent an affirmative decision to remain with the SOP supplier at the end of the term. Petition at ¶¶ 63-64.

RESA, NRG, and *amicus* AP&G, oppose the agreement of the Joint Petitioners that would make limited program rule changes to the voluntary SOP commencing June 1, 2025. RESA M.B. at 21-34; NRG M.B. at 1, 3-6; AP&G *Amicus* Brief at 1-6. RESA, NRG and AP&G oppose the Joint Petition Paragraph 63 and 64 provisions that would make a modification to the program rules for PECO's SOP. RESA, NRG, and AP&G contend that the Joint Petition provisions somehow contravene the Competition Act and Commission orders and policy that provide the framework for the SOP. RESA, NRG, and AP&G reference the Commission's *PPL DSP V* decision. *See, e.g.* RESA M.B. at 8, 27, 30, 31, citing *Petition of PPL Electric Utilities Corporation for Approval of Its Default Service Plan for the Period June 1, 2021, Through May 31, 2025*, Docket No. P-2020-3019356, Order at 92-98 (Dec. 17, 2020) (*PPL DSP V*). The OCA and PECO both anticipated and fully rebutted these arguments in their Main Briefs, and in reply, the OCA will focus on RESA's Main Brief arguments, as covering the concerns raised by NRG and AP&G.

A. The Record Evidence is Sufficient to Support the SOP Modification

At its core RESA, NRG, and AP&G challenge the sufficiency of the evidence supporting the SOP modification. For its part, AP&G asserts there is simply “no evidence” to support changes in the SOP. AP&G *Amicus* Brief at 2. NRG asserts there's been no demonstration of harm. NRG M.B at 6. RESA contends that the parties did not present evidence in support of upending the Commission's prior approval of the SOP and its rules and argue, the Commission has already considered, and rejected, in PPL's recent default service proceeding, an identical proposal, finding insufficient evidence of harm. RESA M.B. at 30-32 (citing *PPL DSP V*). Each of these parties is incorrect in these assertions.

The Commission approval of the Joint Petition, including these provisions concerning PECO's SOP for the DSP VI period are supported by the evidentiary record, including the

testimony of OCA witness Barbara Alexander and TURN/CAUSE-PA witness Elizabeth Marx. OCA M.B. at 18-20. That record includes evaluation of six years of data provided by PECO that compares the billed amounts for all shopping customers served by an EGS as compared to what these customers would have paid had they remained on default service during the same period – it is, thus, a comparison between the EGS rates then changed and the default service then effective price-to-compare. OCA M.B. at 18, citing OCA St. 2 at 12-13, Chart. In every year PECO residential customers paid more to suppliers compared to what would have been charged had the customer remained on default service for each month in 2018 through 2023. OCA M.B. at 18; OCA St. 2 at 12. The differential for the six years amounted to an excess of \$800 million more than if they remained on default service. OCA M.B. at 18. This is real harm that the Supplier Parties fail to acknowledge.

RESA also refers to a customer satisfaction survey of SOP customers that PECO conducted during the DSP V period as support for its position that the Joint Petition SOP change is unnecessary. RESA M.B. at 21-22. A review of the record demonstrates how tenuous this argument is as it relies on a survey of a limited number of participants. Furthermore, OCA witness Alexander described how the scripting used to inform consumers about the SOP with a 7% discount and description of “potential savings” can give rise to consumer confusion during the SOP contract. OCA St. 1 at 5-7. OCA witness Alexander was not persuaded that the PECO survey results, comprised of responses by just 447 out of 7,454 customers enrolled in the SOP, are statistically significant. OCA St. 1 at 10. RESA’s touting of “80% satisfaction” should not be viewed as probative given the small number of respondents to the survey. *See* RESA M.B. at 21-22. Indeed, the same PECO survey results showed a substantial number of surveyed customers

enrolled though PECO and its third-party agent did not even recall enrolling with the program. OCA St. 1 at 12.

B. The Proposed Modifications to the SOP are Lawful and Appropriate

RESA contends that the Joint Petition's SOP provisions are contrary to the Competition Act and would result in slamming, in violation of Commission rules and orders. RESA M.B. at 24-30. In the context of the record, this argument is not well founded. First, it is critical to remember that the SOP is a voluntary program for suppliers and customers. Suppliers choose to participate or not as do customers. In both cases, suppliers and customers will be on notice of these terms before either agrees to participate in the program. As set forth in the OCA Main Brief, the Commission has authority to approve the terms of the settlement term and the amended Supplier Tariff which would give all EGSs notice of the operative SOP provisions, before the EGS decides whether to participate in the SOP during the DSP VI period. OCA M.B. at 19. It strains credulity to suggest that changing the terms of the SOP – a program that is itself a restraint on competitive market – is somehow improper or outside the legal ability of the Commission. Recall that the SOP was created by the Commission in 2012, when the Commission set forth general guidelines for an EDC Standard Offer Program. *Investigation of Pennsylvania's Retail Electricity Market: Intermediate Work Plan*, Docket No. I-2011-2337952, Final Order at 32 (Mar. 1, 2012) (*IWP Order*). The PUC was clear that the SOP for an individual EDC would be shaped by facts and circumstances specific to the EDC, as reviewed during the EDC's subsequent DSP proceedings. *IWP Order* at 31-32.

With regard to the allegation of slamming, the Supplier Parties arguments also ring hollow. First, the Commission's standards for changing a customer's EGS are clear that a customer is not required to contact their supplier to initiate a switch "when a Commission-approved program

requires the EDC to initiate a change in EGS service.” 52 Pa. Code § 57.172(a). As to the balance between the Customer Choice Act’s promotion of competition in supply and the Commission’s authority to approve SOPs that are in the public interest, Commonwealth Court has on two separate occasions referenced a Commission-approved SOP as an example of how the Commission has exercised authority to approve or implement program rules that restrict competition. OCA M.B. at 6, 19-20; *see RESA*, 185 A.3d at 1221 and *CAUSE-PA*, 120 A.3d at 1093, 1103.

Second, as to an individual customer’s choice at the end of their contract, this change does not limit customers’ choice. Any customer enrolled in the SOP can at any time decide that they want to return to default service. Any customer enrolled in the SOP can decide if they want to enroll with another supplier. At the end of the contract, any customer can elect to accept the new terms offered by their SOP supplier or any other EGS contract they wish to enter. Moreover, under the terms of the Joint Petition, customers will be informed of all of this as the time they elect to participate in the SOP. Petition at ¶¶ 63-64. The change required by the Joint Petition would merely end the current negative option renewal policy under which a consumer’s SOP contract ends and the consumer rolls over to some other terms without affirmative consent. *See* OCA St. 2 at 13-15.

C. The Record in this Proceeding is Distinguishable from *PPL DSP V*

RESA cites the Commission’s *PPL DSP V* decision as a further barrier to approval of the Joint Petition. RESA M.B. at 30-31. The OCA Main Brief acknowledged that in *PPL DSP V*, the Commission rejected the EDC’s proposed modification to its SOP due to “our inability to determine from this record that harm is occurring as a result of the existing SOP program.” OCA M.B. at 20, citing *PPL DSP V*, 2020 Pa. PUC LEXIS 636, *47-48 (Order Dec. 17, 2020). The Commission’s approach in *PPL DSP V* does not ensure that no harm is occurring as a result of an EDCs existing SOP program. As OCA witness Alexander testified, RESA’s position that higher

priced supply products offer some unidentified value is unreasonable and without evidence in support. OCA St. 2R at 3. Ms. Alexander pushed the need to confront:

the reality of the impact of the retail market on PECO's residential consumers and their ability to pay for essential service when supplier prices are in excess of the PTC. This concern is particularly important given the supplier's right to use a negative renewal practice to change the customer's price after an introductory rate that might be temporarily lower than the PTC or to change a fixed rate contract to a variable rate contract.

OCA St. 2R at 3-4 (citing *Kevin Brabank v. PECO Energy Company – Electric and Tomorrow Energy Corp.*, Docket No., F-2023-3042345, Statement of Vice Chair Kimberly Barrow (April 25, 2024)); *See also*, OCA St. 2R, Exhibit BA-3. The OCA addressed these issues fully in its Main Brief:

The record in this case is abundantly clear that shopping harms customers in aggregate month in and month out. In this proceeding, the record shows that ***PECO customers who shopped have paid an excess of \$800 million dollars in six years to suppliers than they would have paid under the default service rate.*** OCA St. 2 at 12-13. While not limited to only SOP shopping customers, the Commission has a clear ability and to ensure that its market enhancement program approved in 2012 does not exacerbate this harm as the data shows that the SOP, and its negative option renewal, have produced harms to shopping customers and other ratepayers that are undeniably detrimental to consumers. An example of this harm is the increased termination rates for confirmed low-income shopping customers as demonstrated in the direct testimony of Ms. Marx. TURN/CAUSE PA St. 1 at 18; OCA St. 2R at 3-4. These higher termination rates drive higher collection costs and uncollectible expenses which are borne by other ratepayers. TURN/CAUSE PA St. 1 at 18. Given this reality, and in light of the fact that the SOP is itself is a limitation on competition because of the price offering, it is a reasonable means by which the Commission can “bend” competition to ensure that customers remain protected.

OCA M.B. at 20 (citing *CAUSE-PA*, 120 A.3d at 1103-1104, 1106).

The information presented by OCA and TURN/CAUSE-PA showing what all residential shopping customers paid to suppliers compared to what would have been charged had the customer received supply at the price-to-compare rate for default supply is compelling. OCA M.B. at 17-18. The SOP concept is built on the linkage of an enticement of initial savings of 7% in exchange

for the consumers agreement to receive supply from an EGS. It is entirely appropriate for the Commission to factor in concern for the economic impact on the SOP enrolled consumers at the end of the contract period. OCA St. 2R at 3-4.

As noted in the OCA Main Brief, PECO's role as the initial contact and first step in exposing consumers to the concept of shopping through the SOP operates regardless of the number of EGS participants. OCA M.B. at 17. The OCA submits that the Joint Petition's focus on a specific, noticed change to the terms for the SOP program will not diminish the policy purpose of the SOP of introducing consumers to shopping. Consumers who enroll in the SOP after June 1, 2025 and have not made – at the end of the SOP contract term – an affirmative choice to remain with the SOP supplier would be returned from the SOP supplier to default supply. Petition at ¶¶ 63-64. This modification would end the current negative option renewal policy under which a consumer's SOP contract ends and the consumer rolls over to some other terms without affirmative consent. OCA M.B. at 19; *see*, OCA St. 2 at 13-15.

Approval of this change to the PECO SOP program for the DSP VI period would not impair the ability of the SOP supplier to communicate with the SOP customer during the 12-month contract and obtain affirmative consent to be a customer after the SOP contract term. Nor would this alter the ability of other suppliers to market to the SOP consumer, to secure the consumer as a supply customer.

D. The Changes Proposed by The Joint Settlement are not Rate Regulation

RESA's position that approval of the Joint Petition terms would amount to rate regulation of EGS prices is also incorrect. RESA M.B. at 33, 36. First, the SOP is itself a program that limits EGS prices for a period of time when an EGS agrees to voluntarily participate. At the end of the SOP contract period, the SOP supplier can offer whatever price it wants to customers and

customers can accept that price. All that the changes does is require a customer to agree – affirmatively – to that price and if they do not then the customer would default to default service. Under the Joint Petition’s revision to the SOP, an SOP customer could affirmatively choose at any time during the SOP contract to switch to another competitive supply offering at price and terms agreed to by the shopping consumer and EGS. The change to PECO SOP for the DSP VI period would alter *who* supplies the customer at the end of the SOP contract, in the absence of an affirmative decision by the SOP consumer. It would be up to the individual EGS to make the business decision whether to participate in the SOP based upon the proposed Supplier Tariff SOP terms, just as the number of EGSs participating the in PECO DSP V has varied based upon decisions by individual EGSs. OCA M.B. at 22-23.

In summary, the Commission should approve the Joint Petition. The Joint Petition reflects the mutual agreement of the Company, the OCA, TURN/CAUSE-PA, OSBA, and EJA that the proposed changes to the Supplier Tariff and PECO SOP program for the DSP VI period are supported by record evidence and in the public interest. Further, the change of a customer’s EGS in this context, under the revised Supplier Tariff and SOP terms, would be permissible as a switch “when a Commission-approved program requires the EDC to initiate a change in EGS service.” OCA M.B. at 19 (*citing* 52 Pa. Code §57.172(a)). These are reasonable conditions that protect current supplier contracts while ensuring that the clear harms to consumers demonstrated in this proceeding concerning shopping are no longer exacerbated by a Commission-designed, utility-promoted program. Importantly, nothing in the Settlement terms prevents a customer from choosing to shop at any time. Thus, the requirement that for all SOP enrollments after June 1, 2025, customers be returned to default service at the end of the contract term unless they make an affirmative decision to remain with the SOP supplier is in the public interest and should be adopted.

V. OTHER ISSUES

A. RESA's Request for a Statewide Commission Investigation of Default Service Messaging

RESA requests that the Commission reject the Joint Petition in its entirety. RESA M.B. at 4-5. Further, RESA insists that the Commission initiate a statewide investigation about the messaging of EDC provided default service including the price to compare concept. RESA M.B. at 2-5, 7-8, 34-37. RESA states there is a need for “decisive Commission action” in this regard. RESA M.B. at 35; RESA St. 1 at 17-18. In the absence of a statewide investigation and an overhaul of the price to compare messaging, RESA predicts competitive activity which will be disappointing for consumers. RESA M.B. at 35.

The OCA disagrees with RESA that its request for affirmative relief is supported by the record and must be granted by the Commission. OCA M.B. at 24-26. OCA witness Barbara Alexander reviewed and criticized RESA witness Caliva's testimony on this issue. OCA M.B. at 24-26. RESA's objections as to how the OCA, TURN/CAUSE-PA or someone else uses the default service rate or price to compare analytically does not justify initiation of a statewide investigation. *See*, RESA M.B. at 34 (“For instance, consumer and low income advocates use the PTC ...”). Additionally, RESA's proposal to investigate and then change the messaging would wipe away the years and money spent by the Commission on messaging and consumer education using the price to compare concept. OCA M.B. at 25-26.

RESA suggests that better messaging is needed to convey to potential shopping customers an understanding as to the composition of the price to compare rate. *See*, RESA M.B. at 35. However, the Commission's 2007 Default Service and Retail Electric Markets – Statement of Policy already includes a price to compare definition:

PTC—Price-to-compare—A line item that appears on a retail customer's monthly bill for default service. The PTC is equal to the sum of all unbundled generation

and transmission related charges to a default service customer for that month of service.

52 Pa. Code § 69.1803.

The OCA contends that RESA has not provided record support that a statewide investigation is needed, much less that the Commission should grant RESA's request in this proceeding.

PAIEUG does not take a position on default service messaging. PAIEUG M.B. at 5. However, PAIEUG states "if RESA seeks a statewide investigation on issues involving all of Pennsylvania EDCs, RESA should make this request to the PUC via a separate Petition rather than through a single EDC DSP proceeding." PAIEUG M.B. at 5.

PECO also cogently opposes RESA's request for relief as not supported. PECO Brief at 19-20. In reply to RESA witness Caliva's assertion that the competitive market has become stagnant, PECO states:

First, Mr. Caliva's reliance on switching rates as of March 2024 to support alleged market stagnation is misleading. Those statistics do not include all the customers who have considered switching to EGS service but decided against it, or the customers who have switched in the past but who are now back on default service. PECO St. 3-R, pp. 58-59. Second, as Mr. Caliva concedes, "shopping alone is not indicative of the status of competition." RESA St. 1, p. 12. In fact, there are nearly 100 EGSs competing to serve PECO's customers, and EGSs currently serve 52% of the Company's total electric load. PECO St. 3, p. 31; PECO St. 3-R, pp. 57-58. Finally, many factors contribute to a customer's decision not to receive supply from an EGS – not just competitive market design issues as Mr. Caliva implies. For example, in recent years, some EGSs have been charging significantly more than PECO's default service rates. PECO St. 3-R, p. 59; see also OCA St. 2, pp. 12-13; TURN/CAUSE-PA St. 1, pp. 3-9. The potential cost savings or other benefits associated with EGS offers may also be insufficient for customers to devote additional time to making and managing choices in the retail electricity market. PECO St. 3-R, pp. 59-60.

PECO Brief at 19-20. PECO disagreed with RESA's premise that the price to compare concept has been used improperly:

PECO has served as the default service provider in its service area and customers have been making shopping decisions based on the PTC since 2011, without any Commission finding that such framework sends a message to customers that default service is somehow “superior” to competitive offerings. See PECO St. 1-R, p. 24.

PECO Brief at 20.

The Commission should deny RESA’s request for a statewide investigation as unsupported and not in the public interest. The OCA submits that RESA has been afforded an opportunity to make its case and has not met its burden of proof to support grant its request for such relief.

B. PECO’s Proposed Residential Customer Bill Format Changes

RESA, joined by NRG, opposes the PECO residential customer bill format changes and graphic, as modified and supported by the Joint Petition. RESA M.B. at 2-5, 37-41. RESA states the customer bill format change and graphic is anti-competitive, that the graphic’s presentation incorrectly implies the shopping customer’s supplier charges and the usage at price to compare is an ‘apples-to-apples’ comparison. For legal and policy reasons, RESA asks the Commission to reject the revised PECO bill format and graphic. RESA M.B. at 39-41. NRG supports the RESA position. NRG M.B. at 7. According to NRG, EGSs “have no real choice but to have their charges included on the EDC consolidated bill since they must participate in the Purchase of Receivables program to have indirect access to the Commissions termination rules for non-payment.” NRG M.B. at 7.

The Commission should deny the opposition of RESA and NRG. The OCA is party to the Joint Petition and supports Commission approval of the Joint Petition, including Paragraph 65 and the sample bill presented as Exhibit H. OCA Brief at 26-28.

As part of its DSP VI Petition, PECO proposed residential customer bill format changes and provided a sample bill to illustrate. See PECO Exhibit SD-6. PECO witness Sulma Dalessio testified that the new bill disclosure was developed based on the Company’s January 2021

stakeholder collaborative, which included several EGS participants. PECO Brief at 21; PECO St. 1-R at 26-27. OCA witness Alexander recommended modification of the initially proposed graphic and chart, to prevent customer confusion. OCA M.B. at 26-28. The residential bill format and graphic presented as Exhibit H to the Joint Petition has its origin in the stakeholder collaborative described by PECO, as improved and modified over the course of this proceeding. The purpose of the bill format revision is to ensure that shopping information is clear and transparent to residential customers. PECO M.B. at 20.

RESA's and NRG's opposition to the juxtaposition of the supplier charge for the shopping customer with the same usage priced at the then effective price to compare does not warrant rejection of the Joint Petition, including Paragraph 65 and the sample bill presented as Exhibit H. RESA M.B. at 2, 4-5, 37-41; NRG M.B. at 7. The EGS's rate for supply and PECO price to compare are not necessarily based upon recovery of the same type of costs. *See*, OCA St. 2R at 3. Contrary to RESA's concern, they do not need to be "apples to apples." RESA's M.B. at 39. PECO's current Generation Supply Adjustment (GSA) under DSP V provides for recovery of:

1) generation costs, certain transmission costs and ancillary service costs established through PECO's competitive procurements; (2) supply management, administrative costs (*including costs incurred to implement Commission-approved retail enhancement programs*) and working capital, as provided in 52 Pa. Code § 69.1808; and (3) applicable taxes. The projected GSA for each quarter will continue to be filed by PECO 45 days before the start of each quarter. *The GSA and TSC form the basis of the Price-to-Compare ("PTC") that customers may use to evaluate competitive generation service offerings.*

Petition for PECO Energy Company for Approval of its Default Service Program for the Period from June 1, 2021 through May 31, 2025, Docket No. P-2020-3019290, Order at 16, 30 (Dec. 3, 2020) (*PECO DSP V*) (emphasis added).

RESA's complaint that the supplier charge is just reflected on a price and usage basis, without description of particular service attributes does not make the bill disclosure misleading.

PECO M.B. at 39. As PECO points out, EGSs are permitted space on the PECO consolidated bill for such messaging. PECO M.B. at 21. OCA witness Alexander also disagreed with RESA on this point, stating “the simple dollar and cents comparison proposed by PECO does not determine whether the consumer will take action based on the information.” OCA St. 2R at 4. Rather Ms. Alexander expects “this information would serve as a crucial alert to the consumer to communicate with their supplier to determine if this product does reflect any additional value” other than the energy alone. OCA St. 2R at 4-5.

The Commission should approve the Joint Petition, inclusive of Paragraph 65 and the sample bill format and graphic presented in Exhibit H of the settlement. The record supports approval of PECO’s revised bill format with a graphic as in the public interest. OCA M.B. at 28. The claims raised by RESA and NRG that the proposed bill format with a graphic is anti-competitive fails to account for the fact that the price to compare itself provides recovery of retail enhancements costs approved by the Commission. RESA and NRG’s opposition does not support rejection of the Joint Petition.

C. Supplier Issues During PECO’s Customer Information System Upgrade

The OCA has no position on the issue.

VI. NON-SETTLING PARTIES’ POSITIONS ON SETTLEMENT

The OCA is a party to the Joint Petition and supports Commission approval of the Settlement in its entirety, without modification.

VII. CONCLUSION

The Office of Consumer Advocate supports the Joint Petition for Non-Unanimous Settlement as a reasonable resolution, with record support, of the Company's Petition to establish a Default Service Program for the period from June 1, 2025 through May 31, 2029 that complies with relevant law and policy goals. The Commission should find that the terms of the Joint Petition are in the public interest and approve the Joint Petition without modification. The OCA requests that the Commission dismiss any opposition to the Joint Petition and deny the requests for relief presented by RESA, NRG, and *amicus* AP&G.

Respectfully submitted,

/s/ Barrett Sheridan

Barrett Sheridan
Assistant Consumer Advocate
PA Attorney I.D. 61138
BSheridan@paoca.org

Counsel for:
Patrick M. Cicero
Consumer Advocate

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

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