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March 20, 2026

Via Electronic Filing

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

Re: Pennsylvania Public Utility Commission, *et al.* v. PPL Electric Utilities Corporation
Docket Nos. R-2025-3057164, *et al.*

Dear Secretary Homsher:

Enclosed for electronic filing please find the Retail Energy Supply Association's ("RESA") Statement in Support of Settlement with regard to the above-referenced matter. Copies to be served in accordance with the attached Certificate of Service.

Sincerely,



Deanne M. O'Dell.

DMO/dmc

Enclosure

cc: Hon. Christopher P. Pell w/enc.
Hon. Barbara Shadie Nause w/enc.
Cert. of Service w/enc.

CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of RESA's Surrebuttal Testimony of Frank Lacey (RESA St. No. 1SR), upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

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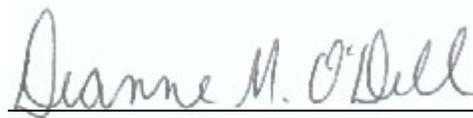
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I. INTRODUCTION

The Retail Energy Supply Association (“RESA”)¹, a trade association of electric generation suppliers (“EGSs”), submits this Statement In Support of the Joint Petition for Non-Unanimous Settlement of All Issues (“Settlement”) by and between itself and PPL Electric Utilities (“PPL” or the “Company”), the Bureau of Investigation and Enforcement (“I&E”), the Office of Consumer Advocate (“OCA”), the Office of Small Business Advocate (“OSBA”), the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (“CAUSE-PA”), the Commission on Economic Opportunity (“CEO”), Convergent Energy and Power LP (“Convergent”), Dimension PA 1 LLC (“Dimension”), U.S. Department of Defense and all other Federal Executive Agencies (“DOD/FEA”), Eric Joseph Epstein, the Environmental Intervenors (“EI” or “Environmental Intervenors”), the Energy Justice Advocates (“EJA”), the Joint Solar Advocates (“JSA”), PP&L Industrial Customer Alliance (“PPLICA”), the Sustainable Energy Fund (“SEF”), and Walmart Inc. (“Walmart”) (collectively, the “Settling Parties” or “Joint Petitioners”).

RESA is a nonprofit organization and trade association that represents the interests of a broad and diverse group of energy suppliers who share the common vision that

¹ The comments expressed in this filing represent the position of the Retail Energy Supply Association (RESA) as an organization but may not represent the views of any particular member of the Association. Founded in 1990, RESA is a broad and diverse group of more than twenty retail energy suppliers dedicated to promoting efficient, sustainable and customer-oriented competitive retail energy markets. RESA members operate throughout the United States delivering value-added electricity and natural gas service at retail to residential, commercial and industrial energy customers. More information on RESA can be found at www.resausa.org.

competitive retail and wholesale energy markets deliver a more efficient, customer-oriented outcome than the regulated utility structure. RESA is devoted to working with all stakeholders to promote vibrant and sustainable competitive retail energy markets for all consumers. RESA members currently serve residential, commercial and industrial and institutional customers in Pennsylvania and other jurisdictions in North America that have enacted retail choice.

In this proceeding, RESA submitted written expert testimony of Frank Laecy focused on a number of issues, including the extensive proposed changes to the Company's Supplier Tariff. RESA opposed the Company's proposed Supplier Tariff changes in total, but also specifically opposed: (1) PPL's proposal to assess EGSs PPL's EDI and DUNS testing costs; (2) PPL's newly proposed credit requirement for EGSs; (3) PPL's proposed new rule defining "Standard Rates" and limiting the amount per quarter an EGS is permitted to submit; and (4) any proposal that would require EGSs to provide written authorization as a pre-condition to receiving the information necessary to serve their customers. RESA also addressed PPL's proposed information technology ("IT") changes, and pointed out that these proposals did not provide for any communications with EGSs as part of the planned IT system upgrades despite the significant potential effect these changes may have on EGS operations, based on RESA members' prior experience with PPL (and other utility) IT upgrades.

Through the Settlement, the parties have addressed the concerns raised by RESA by eliminating or modifying some of the most concerning newly proposed Supplier Tariff revisions, including the novel proposal to assess EGSs PPL's EDI charges, and by

agreeing to engage in communications with EGSs regarding planned changes to the IT systems that have the potential to impact EGSs and review in good faith any feedback received. The settlement terms are reasonable and in the public interest. For the reasons discussed herein and in the Joint Petition, RESA respectfully requests that the Settlement be adopted as proposed without modification.

II. STANDARDS OF APPROVAL OF SETTLEMENT

The Commission promotes settlement and has recognized that the results achieved from a negotiated settlement are often preferable to those achieved at the conclusion of a fully litigated proceeding.² Settlements also avoid the time and expense of litigation for the parties and serve to promote judicial economy and preserve administrative resources. To accept a settlement, the Commission must determine that the proposed terms and conditions are in the public interest.³

III. SETTLEMENT TERMS

A. Revenue Requirement

RESA takes no position.

B. Revenue Allocation

RESA takes no position.

C. Rate Design

RESA takes no position.

² See 52 Pa. Code § 5.231(a); 52 Pa. Code § 69.401.

³ See *Pa. PUC v. CS Water & Sewer Assocs.*, Docket No. R-881147 (Opinion and Order entered July 22, 1991); *Pa. PUC v. Duquesne Light Co.*, Docket No. M-2023-3037937 (Opinion and Order entered Dec. 7, 2023).

D. Distribution System Improvement Charge (“DSIC”)

RESA takes no position.

E. Storm Damage Expense Rider (“SDER”)

RESA takes no position.

F. Customer Service, Low Income, and Universal Service Issues

While RESA takes no position on the proposed settlement customer service, low income and universal service issues which focus mainly on concerns raised by the consumer advocates, RESA witness Frank Lacey did present written rebuttal testimony highlighting the beneficial role of the competitive market in addressing energy costs.⁴ Since none of the settlement terms related to customer service, low income, and universal service result in the further restricting the ability of consumers to shop for a competitive supplier or otherwise erect barriers to shopping, RESA is able to take no position on the specific settlement terms on these issues.

G. Vegetation Management

RESA takes no position.

H. Reliability

RESA takes no position.

I. Large Load Interconnection

RESA takes no position.

J. Maximum Registered Peak Load

RESA takes no position.

⁴ RESA St. No. 1R at 4-6.

K. Electric Vehicle (“EV”) Time-of-Use (“TOU”) Charging Rebate Program and Direct Current Fast Charger (“DCFC”) Rate

RESA takes no position.

L. IT Upgrades

In his direct testimony, PPL Witness Daniel Johnson explained that many of the Company’s information technology (“IT”) system are aging, nearing the end of their service contracts, or reaching the end of their useful lives such that the product will no longer be maintained or supported by the manufacturer.⁵ To address this, PPL developed a five-year plan to overhaul its aging IT infrastructure.⁶ This overhaul is expected to be wide-ranging and includes replacement of the Company’s customer information system (“CIS”), customer experience (“CX”) platform, and Enterprise Resource Planning (“ERP”) system.⁷

On behalf of RESA, Mr. Lacey expressed concerns about how the implementation of these proposed IT upgrades would impact stakeholders and, more particularly, competitive suppliers and their customers. As Mr. Lacey explained in his written direct testimony, in his experience as well as the experience of many RESA members, “such significant IT changes often have major impacts on supplier operations and the ability of customers to shop both during and after the transition.”⁸ Mr. Lacey described how the changes PPL made in 2022 to its meter data management system negatively impacted

⁵ See PPL St. No. 19 at 8.

⁶ See PPL St. No. 19 at 10-11.

⁷ PPL St. Nos. 18 and 19.

⁸ RESA St. No. 1 at 12.

customers of EGSs as seen by the exponential increase in number of EDI cancel/rebill requests from PPL to EGSs.⁹ Based on this, RESA recommended that that PPL be directed to develop and implement specific processes whereby it collaboratively works with competitive suppliers to reasonably support their ability to provide service and make offers to customers, both before and throughout the IT upgrade process.¹⁰

PPL rejected RESA's recommendations as unnecessary and resulting in "EGSs micromanaging the daily operations of the Company."¹¹ PPL Witness Johnson testified that PPL "has planned for significant support to respond to and resolve any issues stemming from the implementation in a timely manner."¹² In written surrebuttal testimony, RESA Witness Lacey explained that PPL is "not being realistic about the changes" it is likely to face as a result of the planned IT upgrade or the consequences to the operation of the competitive market and continued to recommend that RESA's proactive recommendations be adopted.¹³

Under the Settlement, PPL has agreed to engage in communications with EGSs regarding planned changes to its IT systems which may impact the Supplier Portal, *before*

⁹ RESA St. No. 1 at 13.

¹⁰ RESA St. No. 1 at 15. RESA's proposal included directives that PPL: (1) provide daily updates to competitive suppliers and weekly updates to Commission staff for at least the first 90 days of any system upgrade/transition; (2) assign each supplier a point of contact for addressing any issues experienced by that supplier regarding the upgrade; and, (3) exercise flexibility regarding troubleshooting with goal of offering realistic solutions that do not place unnecessary burdens on competitive suppliers.

¹¹ PPL St. No. 19-R at 4-6.

¹² PPL St. No. 19-R at 4-6.

¹³ RESA St. No. 1SR at 21-22.

any such changes are implemented. PPL also agrees to review in good faith any feedback from EGSs about planned IT system upgrades.¹⁴

RESA submits that these settlement terms related to IT upgrades are in the public interest and should be approved. While more specific proactive measures would be preferred, the Settlement expresses a clear commitment of communication and collaboration on the part of PPL before supplier impacting changes are implemented. Such pre-implementation communication is in the best of interest of all customers because competitive suppliers are likely to have good business suggestions about how their service to their shopping customers may be impacted that PPL could take into consideration as it moves forward with implementation. As Mr. Lacey explained, RESA never suggested “micromanaging” PPL’s business operations. Rather, based on specific and recent past experiences with system upgrades, RESA strongly supports a recognition that impacted stakeholders of such system upgrades do include competitive suppliers and both their existing and potential customers. As such, the public interest of all customers is served when PPL and the competitive suppliers engage in more proactive collaboration and communication with the goal of easing processes and negative impacts of system upgrades for all customers.

M. Retail Tariff

RESA takes no position.

¹⁴ Joint Petition at ¶ 118.

N. Supplier Tariff

In its rate filing, PPL proposed significant and detailed changes to its Supplier Tariff. In the Direct Testimony of RESA Witness Frank Lacey, he explained that the numerous tariff changes proposed by the Company amounted to a wholesale change in how PPL interacts with suppliers and were inappropriately considered in the context of a distribution base rate proceeding.¹⁵ To highlight this point, Mr. Lacey discussed specific changes which were unsupported by any data or facts in the Company's filing and argued that the proposed Supplier Tariff changes should be rejected in their entirety.¹⁶

Mr. Lacey discussed the following specific proposed revisions and explained how they would negatively impact competitive suppliers, customers and the competitive retail market:

- Rule 4.18 of the Supplier Tariff addressing EDI Transactions and DUNS testing fees¹⁷;
- Rule 4.14 of the Supplier Tariff addressing credit requirements for EGSs¹⁸;
- Rule 3.1(f) of the Supplier Tariff imposing new rules setting forth requirements for "Standard Rates" and limiting an EGS to no more than 200 discrete Rate Ready rates per calendar quarter¹⁹;
- Newly renumbered Rule 5.5.5 and new "Conditions" under Load Data Supply Charge (Original Page No. 24) regarding EGS access to customers' usage data²⁰; and,
- Failure to include a definition for "Bill Ready" billing or to even mention Bill Ready billing in any context.²¹

¹⁵ RESA St. No. 1 at 6-11.

¹⁶ RESA St. No. 1 at 6.

¹⁷ RESA St. No. 1 at 19-36.

¹⁸ RESA St. No. 1 at 37-40.

¹⁹ RESA St. No. 1 at 40-43.

²⁰ RESA St. No. 1 at 43-44.

²¹ RESA St. No. 1 at 7-8.

PPL's proposal to impose new costs on EGSs, including the costs of integration testing a new Data Universal Number System ("DUNS") and costs to process electronic data interchange ("EDI") transactions which are necessary to support the shopping decisions of customers was one of the most objectionable proposals of PPL.²² As RESA witness Mr. Lacey explained:

These costs are required to allow PPL to interact with EGS systems to manage the movement of customers to EGSs, between EGSs and between EGSs and PPL. PPL has recovered these market management costs from all ratepayers through distribution charges since electric retail choice was implemented in the Commonwealth. PPL now seeks to impose its market management costs on the EGS community, but is not providing the EGS community with any of the tools or authority to manage the market. It is essentially attempting to "tax" the EGS community for implementation costs of a market program required by statute.²³

In response to RESA's Supplier Tariff recommendations, PPL agreed to make the following revisions to its initial Supplier Tariff proposals:

- PPL agreed to modify its proposed revised credit requirements in Rule 4.14 of the Supplier Tariff to: (1) apply to EGSs that are not participating in the Purchase of Receivables ("POR") program; and, (2) reduce the required credit amount from the proposed \$250,000 to \$50,000;²⁴
- PPL agreed to clarify the customer authorization language in the Load Data Supply Charge section of its Supplier Tariff to cross reference newly renumbered Rule 5.3.3 which Ms. Norden specifically states is not intended to require EGSs to provide "written" authorization as a pre-condition of receiving information necessary to serve their customers.²⁵

²² RESA St. No. 1 at 19.

²³ RESA St. No. 1 at 19-20.

²⁴ PPL St. No. 18-R at 71-76.

²⁵ PPL St. No. 18-R at 73-74.

- PPL agreed to add a definition of “Bill Ready” and to include revisions in the Competitive Billing Specifications Rider to recognize both Rate Ready and Bill Ready billing.²⁶

While RESA supported the agreement to withdraw some of the proposals, in his rebuttal testimony, Mr. Lacey explained why other revisions were not sufficient and, more broadly, how PPL’s response underscored the point of RESA’s initial recommendation to remove the Supplier Tariff issues from this base rate proceeding.²⁷ More specifically, Mr. Lacey discussed how an agreement by PPL to reduce the credit obligation from \$250,000 to \$50,000 and to limit the requirement to only suppliers not using POR remained unsupported by the record to justify the change from current requirements.²⁸ Mr. Lacey also explained at length why no compelling testimony was offered by PPL Witness Norden to reasonably PPL’s obstinate refusal to withdraw its proposal to assess PPL’s EDI/DUNS costs to EGSs.²⁹

Pursuant to the Settlement, PPL agrees to make the following changes to its initial Supplier Tariff proposals:³⁰

- (a) remove Rule 3.1(f) and renumber subsequent provisions accordingly;
- (b) clarify the Load Data Supply Charge section as stated on page 73 of PPL Electric St. No. 18-34R;
- (c) include the definition of “Bill Ready” as set forth on page 75 of PPL Electric St. No. 18-R;
- (d) revise the Competitive Billing Specifications Rider to address a Rate Ready billing scenario as specified on page 76 of PPL Electric St. No. 18-

²⁶ PPL St No. 18-R at 75-76.

²⁷ RESA St. No. 1-SR at 8-9.

²⁸ RESA St. No. 1-SR at 9-10.

²⁹ RESA St. No. 1-SR at 12-20.

³⁰ Joint Petition at ¶ 123.

- R; (e) delete the credit requirements detailed in Rule 4.14;
- (f) revise Rule 4.18 to remove the recovery of “EDI Transaction Fees” from the Coordination Service Charges;
- (g) revise Rule 4.18 to institute a January 1, 2027 effective date for the inclusion of “DUNS Testing Fees” in the Coordination Service Charges; and
- (h) update the rate classes in Rule 12.9 for the Purchase of Receivables (“POR”) Program to reflect the relevant rate classes approved in this proceeding.

Additionally, the Settlement confirms that EGSs currently registered and operating in the Company’s service territory will need to provide the information and materials required under Rule 3.1 (and subsections thereof) no later than January 1, 2028, to continue operating in PPL Electric’s service territory. PPL Electric agrees that EGSs can satisfy applicable requirements under Rule 3.1 (and subsections thereof) through affiliates. The Company will communicate the requirements under Rule 3.1 to all EGSs currently registered in the Company’s service territory within 60 days of the entry date of the Commission’s Final Order in this proceeding.

The Settlement is a reasonable compromise of the concerns raised by RESA in this proceeding. While RESA continues to maintain that the scope of changes as proposed by PPL would have been better addressed outside of a base rate case proceeding, the parties worked in good faith to reach a resolution of the specific concerns addressed by RESA Witness Lacey. The Settlement includes a complete withdrawal of PPL’s initial proposal to revise EGS credit requirements and the novel proposal to assess the on-going costs of PPL’s EDI transactions to EGSs. As a compromise, the Settlement does retain PPL’s initial proposal to assess EGSs the costs of PPL’s DUNS Testing fees effective January 1,

2027. While RESA continues to object to the assessment of utility operational costs such as these to EGSs, on balance and in the context of this full Settlement, RESA supports it as a reasonable compromise for this proceeding. Taken together, all the agreed to revisions of the Supplier Tariff in consideration of the concerns raised by RESA Witness Lacey should be adopted as in the public interest because they address operational and cost concerns of EGSs that ultimately impact the decisions of EGSs about the types of competitive products and services they can offer to consumers in PPL's service territory.

O. Behind the Meter Non-Exporting Battery Energy Storage Systems

RESA takes no position.

IV. VICE CHAIR BARROW'S OCTOBER 23, 2025 STATEMENT

Most of the items set forth in Vice Chair Barrow's Statement dated October 23, 2025 involve issues that were not addressed by RESA in this proceeding and, therefore, RESA has no additional comment on them. Vice Chair Barrow did, however, highlight the system-wide customer billing issues that resulted due to the failure of PPL's meter data collection system and asked parties to consider this as part of the Return on Equity ("ROE") requested by PPL. Although RESA did not take a position on the ROE requested by PPL, RESA Witness Lacey did present written direct testimony about how the disruption in PPL's system negatively impacted EGSs and their customers.³¹ Mr. Lacey also explained how a recent upgrade by PECO Energy Company of its Customer Information System presented numerous challenges negatively impacting EGS operations

³¹ RESA St. No. 1 at 13.

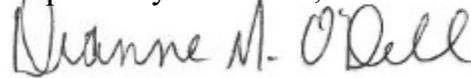
which flowed through to shopping customers.³² PPL agreed to address RESA's concerns about system upgrades as discussed above in Section III.L IT Upgrades and RESA supports the Settlement's approach as a reasonable resolution of the issue. However, in consideration of Vice Chair Barrow's statement, RESA urges the Commission to keep in mind that utility IT upgrades can have significant negative impacts beyond just distribution and default service customers and these impacts need to be carefully considered as well. Further, while "after the fact" consequences such as a reduced ROE and/or fines or penalties are an important tool available to the Commission, proactive measures should also be identified and put in place to mitigate the need to rely on enforcement and penalty actions.

³² RESA St. No. 1 at 13-14. Upon consideration of a more recent Bureau of Audits' Management Efficiency Investigation of PECO, Chairman Stephen DeFrank highlighted the observation of the Bureau of Audits of multiple PECO inquiries where customers did not receive their bills regularly. *PECO Energy Company Management Efficiency Investigation Evaluating the Implementation of Selected Recommendations from the 2022 Management and Operations Audit*, Docket No. D-2025-3053971, Statement of Chairman Stephen M. DeFrank dated March 12, 2026.

V. CONCLUSION

For all the reasons set forth herein and the Joint Petition for Non-Unanimous Settlement of All Issues, RESA respectfully requests that the ALJs recommend that the Commission adopt the Settlement as proposed without modification.

Respectfully submitted,



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