



March 24, 2014

**VIA E-Filing**

Secretary Rosemary Chiavetta  
Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105

**RE: Investigation of Pennsylvania's Retail Electricity Market Joint  
Electric Distribution Company– Electric Generation Supplier Bill,  
Docket**

Dear Secretary Chiavetta:

On February 6, 2014, the Pennsylvania Public Utility Commission (“Commission”) issued a Tentative Order (“TO”) to the above referenced docket as part of its Investigation of Pennsylvania’s Retail Electricity Market. The TO addressed suggestions, comments and proposals put forward by the Commission, as part of its investigation of Pennsylvania’s retail electricity market joint EDC-EGS bill, to make a more supplier-oriented utility consolidated electric bill. The TO provided that interested parties shall have 30 days to submit written comments with the Pennsylvania Public Utility Commission and that written reply comments be submitted within 45 days from the date of the TO.

PULP is a specialized statewide project of the Pennsylvania Legal Aid Network designated to assist low-income residential utility and energy consumers. For over 30 years, PULP has represented the interests of low income Pennsylvanians, in energy and utility matters, through direct representation, statewide advocacy, and support and assistance to the staff and clients of local legal

aid programs, non-profits and community-based agencies. PULP staff has been actively involved in all phases the Commission's Retail Markets Investigation as well as a participant in the CHARGE calls hosted by the Office of Competitive Market Oversight ("OCMO").

Through this letter, the Pennsylvania Utility Law Project ("PULP"), on behalf of its low-income clients, replies to the initial comments provided to the Commission regarding the use of an EGS logo; the information to be provided in the bill messaging space and within the shopping information box; as well as the relative financial responsibilities of the respective parties for any bill modifications.

### **Use of an EGS Logo**

In its comments, FirstEnergy Solutions Corp. ("FES"), points out that the use of a trademark, as commercial property of the owner, remains under the exclusive right of that entity to choose when, where and how it is to be used (at 1-2). The comments of the Industrial Customers' Group reinforce the commercial nature of a logo and note that the logo establishes brand identity and is used by an EGS for its marketing and advertising purposes. The Industrial Customer Group asserts that the EGS may choose or not to use its logo, but if it is used as part of the bill, the EGS as the entity which benefits exclusively by its use should assume all costs (at 3.) OCA (at 4) and OSBA (at 1) also comment that the cost of using an EGS logo should be assumed solely by the EGS.

PULP is persuaded by the arguments presented by these commentators that the use of a logo on the bill is within the discretion of its EGS owner and that when used, provides a distinct commercial benefit to the EGS. Therefore, should a logo be used on the bill, the costs should be exclusively borne by the EGS.

In addition, upon consideration of the comments submitted regarding the commercial, branding and marketing nature of a logo, PULP submits that the Commission reconsider mandating or permitting its use on the bill. The use of a logo is not a necessary method of identifying the EGS, its address, or contact information. The absence of a logo will cause neither consumer confusion nor misidentification of the entity responsible for generation costs or generation billing disputes, and not including the logo will keep billing information costs down. The Commission's own PaPowerSwitch.com website provides an example of the ability to provide objective EGS price, address, and phone contact information to consumers without the use of supplier logos. While the website permits a link to the EGS website, which contains the EGS logo, the logo does not appear within the PPowerSwitch information charts. In the same manner, the bill if provided electronically, could contain a link to the EGS or if mailed by paper, contain the EGS website address.

The Commission's goals of making EGS's information more noticeable and to increase customer awareness of their selected EGS could be accomplished without use of an EGS logo on the bill. While a logo may indeed strengthen the relationship between the customer and their selected EGS, PULP, in view of the strength and convincing nature of comments indicating that a logo is essentially a commercial marketing and branding property, questions whether acting to solidify the relationship of a customer and a particular EGS is a valid goal to be pursued in the context of encouraging customers to switch from one EGS to another.

Should the Commission determine that an EGS logo may and/or should be placed on the bill, then PULP reasserts that the cost be borne solely by the EGS.

Further, if the EGS logo is placed on the bill, PULP submits that the comments of the Energy Association of Pennsylvania supporting placement of the logo in a location adjacent to

the EGS's billing information would be most beneficial to the consumer. Such a placement in one, and only one, location would reduce consumer confusion as well as promote the Commission's goals to make EGS specific information more noticeable and increase customer awareness of their selected EGS. The recommendation submitted by RESA to include the EGS logo on each page of the bill as well as on the mailing envelope would lead to greater levels of customer confusion regarding which entity is responsible for each respective charge and activity and most likely would create the misleading impression that the EDC and EGS are commercially interrelated. A consumer's electric bill should not require the addition of asterisks and footnotes to alert the consumer that the commercial entities named are not interrelated and are not endorsing each other. The inclusion of EGS identifying information on the bill is best provided only where the EGS charge is located.

#### **Information to be Provided**

**Price To Compare (PTC):** RESA (at 8) and PPL (at 3) recommend that the PTC no longer be specifically noted on the bill. PPL suggests that the PPL PTC be replaced by a general reference to the PAPowerSwitch.com website advising consumers to find the best price for generation supply ( at 3.) This recommendation should be soundly rejected. PULP submits that the Commission continue to require the EDC to prominently and clearly display the PTC to its customers. The PTC is an essential part of a customer's bill and should be clearly communicated to that customer. It is also an essential, simple, and clearly understood tool for the consumer who is shopping and considering a switch back to the EDC or to another EGS. All of the efforts by the Commission, as well as others, to explain shopping to PA electric consumers have been based upon knowledge of the PTC. Those efforts should not be disregarded and abandoned.

The value of the PTC as a price that will be charged to all non-shopping customers is all the more essential given the variable rate crisis that we are currently encountering. Unlike rates posted on PAMPowerSwitch which can change at a moment's notice and are indicative only of *offers* made by EGSs, the PTC is available to all customers on default service. Many customers who were on variable rates have informed our office that they did not know what they were being charged and that their supplier could not tell them, but that when they went to PaPwoerSwitch.com and saw that their supplier was making offers that were close to the PTC they thought that this was the rate applicable to them. These customers were shocked to learn that their rates were sometimes 400% higher. The PTC is a valuable benchmark against which customers can compare whether they are being fairly charged in the marketplace. It must remain on all customers' bills.

**Consumer Information:** Duquesne comments that the Company can include the recommended Supplier Information Box on its consolidated bill and notes that the new box will require the Company to modify its bill by reducing the information currently on the bill, subject to Commission regulations. For example, the Company would reduce the number of definitions included on the bill while maintaining all definitions and information required by existing regulations (at 5.)

PULP strongly recommends that the Commission clarify that any additions to the bill to promote or enhance EGS information or identity not result in the loss to the consumer of currently provided information. At a minimum, all definitions and information required by existing regulations must continue to be included. However, many definitions not required by regulations have value to consumers seeking to understand their bill and its complexities. This information should not be abandoned simply to accommodate a zero sum billing line-space equation.

**Value Added Charges:** RESA proposes that an EGS have the ability to place value added charges on the bills. RESA proposes that the currently unique treatment of POR on the bill should be extended to value added charges (at 9.) PULP strongly objects to the proposal and requests that the Commission reject it. Adding a “value-added” charge to the bill would not only unduly complicate the bill and lead to greater confusion, but would require the addition to the bill of a new set of extensive bill information boxes to explain the differences among value-added, distribution, transmission, and generation charges and the effect of non-payment or partial payment of those charges. EGSs may market and promote all types of innovative products to consumers. They should not however, be able to use the current bill to charge and receive payment for those products.

**Contract Expiration Date:** Citizen Power (at 1-2) proposes that the EGS contract expiration date be displayed for all customers that are with an EGS and on a fixed rate contract. This recommendation would provide much benefit to consumers who may be exposed to variable rates at the conclusion of their contract or who may wish to shop for lower rates or other products at that time. Inclusion of the contract expiration date on the bill would be a direct and simple method to provide to consumers the most basic information about their EGS rates, when those rates will expire and when it is time for that consumer to review their contract. PULP supports this recommendation.

Thank you for considering these Reply Comments.

Respectfully submitted,  
**Pennsylvania Utility Law Project**  
*On behalf of its low-income clients*



---

Harry S. Geller, Esq.  
Patrick M. Cicero, Esq.