



November 2, 2020

**Via E-File**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
400 North Street, Filing Room  
Harrisburg, PA 17120

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

***Reply Exceptions of CAUSE-PA***

Dear Secretary Chiavetta,

Attached for filing in the above noted docket, please find the **Reply Exceptions of the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (CAUSE-PA)**.

An electronic copy will follow to all parties consistent with the Certificate of Service.

Respectfully submitted,  
**PENNSYLVANIA UTILITY LAW PROJECT**  
*Counsel for CAUSE-PA*

A handwritten signature in blue ink that reads "Elizabeth R. Marx". The signature is written in a cursive style and is positioned above a horizontal line.

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**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

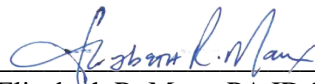
Petition of PPL Electric Utilities Corporation for :  
 Approval of a Default Service Program for the : Docket No. P-2020-3019356  
 Period of June 1, 2021 through May 31, 2025 :

**CERTIFICATE OF SERVICE**

I hereby certify I have on this day served copies of the **Reply Exceptions of the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (CAUSE-PA)** in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a party) and consistent with the Commission’s March 20, 2020 Emergency Order.

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DATE: November 2, 2020

**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

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**REPLY EXCEPTIONS OF THE COALITION FOR  
AFFORDABLE UTILITY SERVICES AND ENERGY  
EFFICIENCY IN PENNSYLVANIA**

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November 2, 2020

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## **I. INTRODUCTION**

By Secretarial Letter dated October 13, 2020, the Office of Administrative Law Judge issued the Recommended Decision (RD) of Administrative Law Judge (ALJ) Elizabeth H. Barnes in the Petition of PPL Electric Utilities Corporation (PPL) for Approval of Its Default Service Plan for the Period of June 1, 2021 through May 31, 2025. On October 26, 2020, the Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania (CAUSE-PA) filed a single Exception to ALJ Barnes' RD, requesting that the Commission duly consider CAUSE-PA's overlooked proposal to ensure that all low income consumers in PPL's service territory – including those who are actively shopping with a competitive supplier at the time they seek assistance – are able to access and enroll in PPL's Customer Assistance Program (CAP) without delay or additional costs. (CAUSE-PA Exception).

Exceptions were also filed by several (though not all) of the competitive suppliers that participated in this proceeding, including the EGS Parties<sup>1</sup>, Inspire Energy Holdings, LLC (Inspire), and Starion Energy PA, Inc. (Starion). CAUSE-PA files these Reply Exceptions in opposition to the Exceptions of these three supplier parties.

In relevant part, and based on overwhelming record evidence of excessive competitive market pricing within PPL's Standard Offer Program (SOP) and its Customer Assistance Program Standard Offer Program (CAP-SOP), as well as the residential shopping as a whole, ALJ Barnes' RD appropriately approved PPL's proposals to adopt critical revisions to both its SOP and its CAP-SOP. (RD at 28-34, 35-37). The Commission has a duty to ensure that consumers are not exposed to unjust, unreasonable, and excessive pricing when participating in Commission-approved, EDC administered, and ratepayer supported programs. With regard to universal service programming,

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<sup>1</sup> The EGS Parties include Interstate Gas Supply, Inc., Shipley Choice LLC, NRG Energy, Inc., Vistra Corp., and Direct Energy Services, LLC.

the Commission likewise has the additional statutory obligation of ensuring that universal service programs – including CAP – are appropriately funded, cost effective, and available to low income consumers to ensure they can maintain service to their home. (CAUSE-PA MB at 14-16)<sup>2</sup>.

For the reasons highlighted below, and as more thoroughly discussed in CAUSE-PA’s Main and Reply Briefs, and in the testimony of its expert witness Harry Geller, we urge the Commission to reject the unsupported and legally unsound Exceptions of the EGS Parties, Starion, and Inspire, and uphold the aspects of the RD that the suppliers challenge here.<sup>3</sup>

## II. REPLY EXCEPTIONS

### A. REPLY TO EXCEPTIONS OF INSPIRE

#### 1. Reply to Inspire Exception 1 & 2: Inspire’s proposal to continue PPL’s CAP-SOP without amendment is not a reasonable alternative, as it fails to address or remediate ongoing financial harm to CAP customers and other residential ratepayers.

In its Exceptions, Inspire argues that its proposal to continue the CAP-SOP – and maintain the status quo – is a “reasonable alternative,” ignoring a mountain of evidence that the program has failed to remediate substantial financial harm to CAP participants and other residential ratepayers. (Inspire Exceptions at 3-7). While Inspire is correct that, by design, CAP-SOP is intended to deliver a consistent discount to participants, and CAUSE-PA recognizes Inspire’s apparent good intent to provide CAP customers with reduced rates through the program. But the program has failed to produce savings, and has permitted unconscionable levels of overcharging to continue – in large part due to the inability for PPL and the Commission to reasonably oversee

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<sup>2</sup> CAUSE-PA et al. v. Pa. PUC, 120 A.3d 1087, 1103 (Pa. Commw. Ct. 2015); Retail Energy Supply Ass’n v. Pa. PUC, 185 A.3d 1206, 1227-28 (Pa. Commw. Ct. 2018); 66 Pa. C.S. §§ 2802(9), (10); 2803; 2804(9).

<sup>3</sup> The majority of the suppliers’ Exceptions were already addressed at length in CAUSE-PA’s Main and Reply Briefs, as well as its expert testimony. Except as necessary for context or clarity, CAUSE-PA will not repeat these arguments, but will instead refer to and incorporate applicable sections of these documents by reference herein.

supplier compliance with the CAP-SOP transition rules. (CAUSE-PA MB at 16-32; CAUSE-PA RB at 14-17).

For context here, it is critical to remember that the financial harm to CAP customers and other residential ratepayers is substantial:

- In 2019, after PPL's CAP-SOP was fully implemented, CAP shopping customers paid on average \$284.25 more than the default service price – or ***\$23.69 per month*** – in excess of the default service price. (CAUSE-PA MB at 23; CAUSE-PA St. 1 at 13, T.5).
  - *This equates to 2% of total household income for the average CAP household – measurably exacerbating energy unaffordability.* (CAUSE-PA MB at 23).
- In the five-month period from January to May, 2020, and straight through the early months of the pandemic, CAP shopping customers were charged nearly \$1 million more than the default service price. (CAUSE-PA MB at 22; CAUSE-PA St. 1 at 13, T.4, Exh. 3).

For the sake of brevity, we will not reiterate the detailed arguments already made, and instead urge the Commission to review the detailed data and analysis contained in CAUSE-PA's Main and Reply Briefs regarding the inadequacy of Inspire's proposals to remediate this ongoing harm. (CAUSE-PA MB at 16-32; CAUSE-PA RB at 14-17). In short, the only reasonable alternative on the record in this proceeding to remediate this clear and unrefuted financial harm, is the proposal of PPL to end its CAP-SOP and require CAP customers to receive default service – coupled with the proposal of CAUSE-PA to remove barriers to CAP enrollment for those shopping at the time they seek to enroll in CAP. (CAUSE-PA MB at 27-32; CAUSE-PA RB at 14; CAUSE-PA Exceptions).



**B. REPLY TO EXCEPTIONS OF STARION**

**1. Reply to Starion Exception 1: There is no credible evidence on the record to support the assertion that approval of PPL’s proposed SOP program rules will lead to the demise of the SOP.**

Starion argues in its first Exception that PPL’s proposal to return passive SOP participants to default service will lead to the demise of the SOP. (Starion Exceptions at 2, 4-8). Citing the referral fee and discount rate, Starion asserts that suppliers will no longer find the SOP “attractive enough to justify their future voluntary participation in PPL’s SOP.” (*Id.* at 7). In short, Starion argues that the primary value of the SOP to suppliers, and in fact the *reason* suppliers find the program “attractive,” is the ability to retain passive customers at the end of the SOP term. (*See* Starion Exceptions at 7).

It is important for context here to keep a few key facts in mind, without reiterating the full body of evidence quantifying the financial harm to passive SOP participants at the end of the contract term:

- The vast majority of SOP customers – roughly 72% - did not make any affirmative decision at the expiration of their SOP contract, and instead rolled onto a new contract. (CAUSE-PA St. 1 at 4-13; PPL St. 4 at 8-13).
- 93% of SOP participants that rolled onto a new contract after failing to make an affirmative shopping decision at the conclusion of the SOP term paid more than the default service price in the first month – and 94% paid more than the default service price within 4 months. (CAUSE-PA St. 1 at 4-13; PPL St. 4 at 8-13).
- 89% of SOP participants that rolled onto a new contract after failing to make an affirmative shopping decision at the conclusion of the SOP term paid 10% or more over the applicable default service price, while just 6% of this group paid at or below the default service price. (CAUSE-PA St. 1 at 4-13; PPL St. 4 at 8-13).
- More than 50% of SOP participants that rolled onto a new contract after failing to make an affirmative shopping decision at the conclusion of the SOP term paid 25% or more over the applicable default service price. (RD at 28; PPL St. 4 at 12; PPL MB at 15-16; CAUSE-PA St. 1-R at 15-16).

Starion's assertion that PPL's proposals will lead to the demise of the SOP, if true, *supports* the need to adopt PPL's proposed SOP amendments. It is both unjust and unreasonable for a Commission-approved, EDC-administered, and ratepayer supported program to function as a teaser rate program which – by design – causes unwitting consumers to roll over onto a high-priced contract. (CAUSE-PA MB at 37-38). Such a result undermines trust and transparency in the market, ultimately harming the market as a whole. As CAUSE-PA's expert witness explained:

It is bad public policy to approve a program structure that relies on the lack of informed, voluntary, affirmative action to result in a customer being obligated to pay a higher rate for a period of time in order to allow the supplier to recoup its costs for participating in the market. This action artificially props up the market over the short term, but leads to mistrust and skepticism of the market over the longer term. It appears to me that it is exactly the opposite of a healthy marketplace which is intended to thrive on the voluntary participation of an informed, active consumer.

(CAUSE-PA MB at 37-38; CAUSE-PA St. 1-R at 16:22 – 17:5).

That said, the record does not actually support Starion's speculative assertion that PPL's proposals will lead to the demise of the SOP. Indeed, neither of the supplier witnesses who testified on this issue asserted that suppliers would pull out of the SOP if PPL's proposed rule change were adopted. While Starion's witness testified that such a change in the SOP would cause Starion to "reconsider" participation in the SOP, he did not testify that Starion would exit the program entirely. (Starion St. 1 at 4-5). The only other witness to testify on this point was the EGS Parties' witness, who testified generally that such a rule change "could" cause EGSs to pull out of the SOP. (EGS Parties St 1 at 18). The EGS Parties' witness *did not* testify that any member within its small group of like-minded suppliers actually *would* withdraw from the SOP. (*Id.*) Importantly, these two witnesses do not represent the full range of suppliers serving PPL's service territory.

In any event, Starion's assertion that approval of PPL's SOP proposals would trigger the demise of the SOP are unsupported, unpersuasive, and should be ignored.

**2. Reply to Starion Exception 2: Starion's proposal to require PPL to turn over additional personally identifying information to suppliers is not an "alternative" and would do nothing to address identified financial harm to unwitting SOP participants.**

Both Starion and the EGS Parties proposed that PPL be required to disclose additional personally identifying information of SOP participants. (See Starion Exceptions at 10-12). But this proposal was never advanced as an "alternative" capable of preventing unwitting SOP participants from passively rolling onto a high-priced contract at the end of the SOP term. (See Starion Exceptions at 10-12; EGS Parties St. 1 at 38).

Neither Starion nor the EGS Parties suggest that they would use this personal contact information to urge inactive SOP participants to make an affirmative choice at the conclusion of the SOP term – nor do suppliers have any motivation to do so. To the contrary, as discussed above with regard to Starion's first Exception, it is to the suppliers' *benefit* – and in fact is the basis of suppliers' value proposition for participating in the program – for SOP participants to unwittingly roll onto a new contract when the SOP ends. (Starion Exceptions at 4-5, 7). In short, suppliers have themselves articulated the very problem inherent in the SOP: Suppliers have a disincentive to educate consumers. Providing more personally identifying information to suppliers will not remediate the identified harm to unwitting SOP participants that consistently roll over onto high-priced contracts, and is not a viable alternative to PPL's proposal to return inactive SOP participants to default service if they fail to make an affirmative choice during the 12-month SOP term.

As CAUSE-PA’s expert witness, Harry Geller, explained: “If a customer elects to provide personally identifying information to their supplier directly, they have the choice to do so – but PPL should not and cannot hand over that information to suppliers without explicit customer consent.” (CAUSE-PA St. 1-R at 8). Consumers determine whether to approve the release of personally identifying information to facilitate direct contact by a supplier through the Eligible Customer List – which all suppliers have ready access to. (PPL MB at 23-24). As PPL explained, customers must *affirmatively* elect to withhold their phone number and other personally identifying information on the ECL – and it would be inappropriate for PPL to disregard this explicit consumer choice by releasing information that the consumer has affirmatively chosen to remain private. (Id.) Indeed, a consumer’s affirmative choice to maintain their privacy should not be cast aside simply because that consumer has decided to participate in the SOP.

For these reasons, the suppliers attempt to advance its proposal regarding disclosure of additional personally identifying information should be rejected, as it is not a viable alternative to PPL’s SOP proposals and would inappropriately narrow a customer’s affirmative choice to withhold disclosure of personally identifying information to suppliers.

**3. Reply to Starion Exception 3: The Commission has the clear authority to approve program rules designed to prevent identified financial harm to participants in Commission-approved competitive market programs.**

Starion’s third and final Exception asserts that PPL’s proposal to return SOP customers at the end of the program term is an “illegal regulation of generation pricing.” (Starion Exceptions at 13-16). This argument is unsound and unsupported, and should be summarily rejected. If Starion’s argument were accepted, it would invalidate the entire SOP. The very premise of the SOP *requires* regulation of supplier pricing, as it mandates participating suppliers to agree to provide a specific

discount off the applicable price to compare for a period of 12 months and prohibits the imposition of early cancellation or termination fees. (See CAUSE-PA MB at 34-35). Notably, the Commonwealth Court has – *on two separate occasions* – referenced the SOP as an example of how the Commission may exercise authority to approve, implement, and enforce program rules that restrict competition and regulate supplier pricing. (CAUSE-PA MB at 34).<sup>4</sup> The suppliers cannot have it both ways. Either the Commission has the authority to approve and oversee the SOP, including program rules which restrict supplier pricing – or the Commission lacked authority to create the SOP, and therefore lacks authority to require or approve such programming.

In the context of arguing against the Commission’s authority to implement PPL’s proposed SOP rule to return inactive SOP participants to default service at the conclusion of the program, Starion submits that such a rule is “antithetical” to the goals of the Choice Act. (Starion Exceptions at 14-15). But PPL’s proposed SOP rules are designed to protect the integrity of the market by ensuring that *inactive* SOP participants, who have not made a choice, do not have a bad experience that would tarnish their willingness to later engage in the market. (CAUSE-PA MB at 37-38; CAUSE-PA St. 1 at 16-17). As noted in CAUSE-PA’s Main Brief, “once burned by several months of excessive supplier pricing, it is likely that SOP participants will be less willing to engage in the market in the future.” (*Id.*)

PPL’s proposed SOP rules are both consistent with the law and in furtherance of strong public policy, and should be upheld by the Commission.

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<sup>4</sup> Citing Retail Energy Supply Ass’n v. Pa. PUC, 185 A.3d 1206, 1221 (Pa. Commw. Ct. 2018); CAUSE-PA et al. v. Pa. PUC, 120 A.3d 1087, 1093, 1103 (Pa. Commw. Ct. 2015).

**C. REPLY TO EXCEPTIONS OF EGS PARTIES**

**1. Reply to EGS Parties' Exception 1: The SOP amendments approved in the RD will help preserve the integrity of the competitive market, and are soundly within the Commission's jurisdiction to approve.**

The EGS Parties' first Exception charges that the SOP amendments approved in the RD "blithely toss aside the fact that EGS rates, once the SOP offer has reached its time limit, are subject to the market and not subject to regulation." (EGS Parties Exceptions at 2). In short, the EGS Parties argue that the Commission is without authority to impose rules for how a consumer is treated at the conclusion of the contract term. (Id.).

As explained above, the Commission is plainly within its authority to approve PPL's proposed SOP rules. (See CAUSE-PA MB at 34-35). The SOP rule revisions proposed by PPL and approved in the RD address what must happen at the end of the SOP term – not after the program is complete. For the entire duration of the program, and up through the SOP participants' transition out of the program, the Commission remains responsible to ensure that the program rules are just and reasonable, and in accordance with all applicable laws and policies. Approval of these rules are not detrimental to the market – they will help preserve the integrity of the market, ensuring that participants have a good experience and are encouraged to actively participate in the market rather than being exposed to excessive rates. (See CAUSE-PA St. 1-R at 15-16; OCA St. 2 at 15; RD at 29).

**2. Reply to EGS Parties' Exception 2: The PTC is the appropriate benchmark to compare competitive price offers.**

The EGS Parties second Exception argues that the PTC is not the appropriate benchmark for comparing competitive offers. (EGS Parties' Exceptions at 3). As explained in CAUSE-PA's

Reply Brief, this argument is without merit and should be summarily rejected. (CAUSE-PA RB at 18).

In the context of this Exception regarding the PTC, the EGS Parties raise an unrelated argument that warrants a response. In short, the EGS Parties argue that the RD erred “in that it fails to consider the nearly 80% of customers who accept a one-year SOP offer have selected a different plan *by the fourth month after the end of that year.*” (EGS Parties Exceptions at 4 (emphasis added)). This assertion built on the EGS Parties’ earlier assertion that only a “very small group of SOP customers, 20% or less, remain on a hold over contract after 4 months.” (EGS Parties’ Exceptions at 3).

The statistics cited by the EGS Parties do not evidence a healthy marketplace, nor do they support a conclusion that PPL’s proposed SOP rules are unnecessary. The EGS Parties’ misapplication of these facts was discussed by CAUSE-PA’s expert at length:

[EGS witness] Mr. Kallaher’s emphasis on the fact that 62% of SOP customers leave the SOP before the end of the 12-month term is a red herring. (See EGS Parties’ St. 1 at 15:14-10). This shopping statistic does not in any way show that protections are somehow less needed for those who *do not* engage in the market and are passively rolled into a high rate contract. I also note that it is unclear what this cited data point says about the SOP. Mr. Kallaher assumes this data point indicates that consumers “use the program for immediate savings while continuing to evaluate other options.” But this is pure conjecture by Mr. Kallaher, and in reality the data point could just as easily indicate that SOP customers leave the program early as a result of their dissatisfaction with the market. Ultimately, based on the available information, and my prior analysis of the health of the residential market overall, I do not think it is reasonable to conclude that data showing 62% leave a program before the end is a positive data point for the SOP.

In that same vein, Mr. Kallaher’s emphasis on the fact that many SOP participants make an active shopping decision within *16 months* of enrollment in the SOP is also an invalid basis upon which to draw his desired conclusion. (EGS Suppliers’ St. 1 at 16:1-4). The SOP is a 12 month program, not a 16 month program. The fact that most left their SOP supplier after 16 months – 4 months following the expiration of the SOP term – could just as easily be an indication that the customer

did not identify the source of increased electric charges until 4 months after the expiration of their original program term.

PPL has put forth undisputed data showing customers who roll off the SOP pay substantially more for electric supply in the four months after the program concludes. (PPL St. 4 at 9-11). In fact, the vast majority of full-term SOP customers who do not actively select a supplier following the expiration of the SOP pay between 25-50% higher than the PTC in the four months following expiration of the SOP. (PPL St. 4 at 11, Chart 3). In the face of this data, I believe it is far more reasonable to conclude that these holdover customers, who leave the supplier within 4 months, do so only after experiencing and investigating high bill issues. As I have argued before, this kind of negative experience can tarnish a consumer's outlook on the entire market. (CAUSE-PA St. 1-R at 15-16).

The RD properly disregards the statistics advanced by the EGS Parties, as they are not evidence that PPL's proposed SOP rules are unnecessary. If anything, the data cited by the EGS Parties further bolsters the need for such rules to protect unwitting SOP participants from the severe financial consequences of inaction and to preserve the integrity of the market as a whole.

**3. Reply to EGS Parties' Exception 3: The decision to approve PPL to return inactive SOP participants to default service at the end of the program term is based on substantial, unrefuted record evidence.**

In its third Exception, the EGS Parties argue that the RD erred as a matter of law by treating SOP participants differently than general residential shopping customers. (EGS Parties' Exceptions at 4-7). According to the EGS Parties, "all customers who shop must take on the responsibility that goes along with shopping." (EGS Parties Exceptions at 6). In other words, *caveat emptor* – buyer beware!

Again, there is no error of law. (See CAUSE-PA MB at 34-35). And again, the fact that many inactive SOP customers eventually do switch away *four months* after their SOP term ends – and after experiencing several months of excessive charges – is not instructive. (CAUSE-PA St. 1-R at 15-16). It is central to the Commission's role as a regulator to periodically review and assess program data and performance and make appropriate adjustments to ensure that all ratepayer



programs are just and reasonable, and in furtherance of the public interest. This is how all Commission-approved programming works. Indeed, contrary to the EGS Parties' assertions, there is nothing nefarious about adjusting program rules in response to relevant facts and data – it is a function the Commission regularly performs to fulfill its regulatory responsibilities.

As a Commission-approved, EDC administered, and ratepayer supported program, the SOP is necessarily and appropriately subject to different rules for competitive market engagement. (CAUSE-PA St. 1-R at 15). SOP participants do not actively set out to shop for energy, compare offers, and select a supplier – they are solicited to participate in the SOP at the end of a call when they contact PPL for other reasons. (See PPL St. 1 at 80-81). The only *choice* a prospective SOP participant makes at this stage is whether they want to participate in a program that will guarantee them a 7% discount off the applicable PTC. (See *id.*) By the end of the SOP term, this *choice* was made during a single call to their utility company 12 months earlier. (CAUSE-PA St. 1-R at 7-8). It is unreasonable and unjust for *caveat emptor* to apply to consumers who began shopping in this manner.

**4. Reply to EGS Parties' Exception 4: Consumer education should be embraced, not excoriated.**

In its fourth Exception, the EGS Parties argue against a proposal to provide SOP participants with enhanced consumer education to help ensure they are informed of their rights at the conclusion of the SOP. (EGS Parties' Exceptions at 6-7). As CAUSE-PA's expert witness Harry Geller noted, "it is hard to reconcile why [the EGS Parties' witness] would object to an effort to increase the number of knowledgeable and informed consumers who are about to be required to make a choice." (CAUSE-PA St. 1-R at 17).

Consumer education should be embraced, not excoriated. Indeed, an informed customer base is critically necessary to a well-functioning marketplace, and is particularly necessary and appropriate here given the unrebutted evidence that SOP participants routinely roll onto contracts with shockingly high prices without taking any affirmative action. (See CAUSE-PA MB at 33-39; CAUSE-PA St. 1-R at 7-8.)

Contrary to the EGS Parties assertions, PPL has no incentive to entice consumers to return to default service. (RD at 32). Quite the opposite, PPL has an appropriate role to play in educating the consumer about the program it administers. (CAUSE-PA St. 1-R at 7-8). Mr. Geller again explained:

**PPL is the company that initiates the SOP enrollment, so it makes perfect sense that PPL would conduct outreach to the customer to remind them that the program will soon come to an end and to reach them about their choices.** After 9 months in the program, it is likely consumers may have forgotten that they enrolled in the program and are not tracking when the program will end. Moreover, receiving information from PPL 90 days in advance of the conclusion of the SOP will help to put households on notice that they will be receiving information about how to make their next shopping decision. I do not understand why suppliers are not more supportive of this effort, given it will encourage active participation in the market – allowing suppliers to compete more directly with other suppliers participating in the SOP. (CAUSE-PA St. 1-R at 7-8 (emphasis added)).

The EGS Parties' attempt to thwart PPL's reasonable proposals to educate consumers about the SOP should be roundly rejected.

**5. Reply to EGS Parties' Exception 5: The Commission has the authority to restrict competition in furtherance of its statutory universal service obligations.**

The EGS Parties' fifth and final Exception asserts that the Commission is without legal authority to approve PPL's proposal to end its CAP-SOP and require CAP customers to receive default service while enrolled in the program. (EGS Parties' Exceptions at 9). This argument has

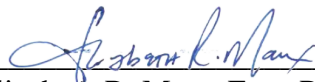
already been thoroughly addressed and rebutted in multiple prior appeals, and through each and every stage of this proceeding. (See CAUSE-PA MB at 14-33). As explained previously, the record is replete with substantial un rebutted evidence of staggering financial harm to economically vulnerable CAP customers and other residential ratepayers. (CAUSE-PA MB at 18-25). There is no alternative on the record in this proceeding capable of ameliorating the ongoing harm identified in this proceeding. (CAUSE-PA MB at 25-33). As such, the ALJ's decision to uphold PPL's proposal to end its CAP-SOP and require CAP customers to receive default service must be approved.

### **III. CONCLUSION**

For the reasons explained above, and more thoroughly in its Main and Reply Briefs, CAUSE-PA urges the Commission to reject the Exceptions of Inspire, Starion, and the EGS Parties.

Respectfully submitted,

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