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File #: 2267/158273

July 30, 2015

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor North
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Petition of Duquesne Light Company for Approval of Default Service Plan for the Period June 1, 2015 through May 31, 2017 - Docket No. P-2014-2418242

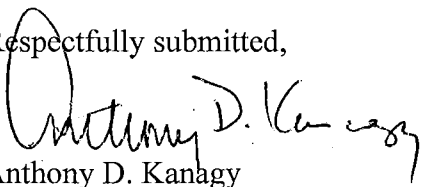
Dear Secretary Chiavetta:

Enclosed please find the Petition of Duquesne Light Company ("Company") for Approval to Continue Its Standard Offer Customer Referral Program ("SOP") with Minor Modifications, and to Make Certain Revisions to Its Customer Script for the above-referenced proceeding.

Copies of this filing are being served on the parties in the above-referenced proceeding. In addition, the Company is e-mailing a copy of this filing to all active electric generation suppliers in its service territory and is posting the filing in the SOP section of the Company's Supplier Website.

Please direct any questions regarding this matter to the undersigned.

Respectfully submitted,



Anthony D. Kanagy

ADK/skr
Enclosures

cc: Honorable Katrina L. Dunderdale
Certificate of Service

ALLENTOWN HARRISBURG LANCASTER PHILADELPHIA PITTSBURGH PRINCETON WASHINGTON, D.C.

A PENNSYLVANIA PROFESSIONAL CORPORATION

CERTIFICATE OF SERVICE

Docket No. P-2014-2418242

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

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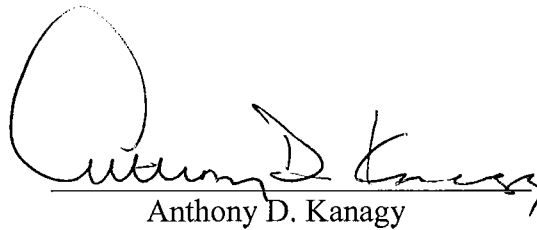
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Date: July 30, 2015



Anthony D. Kanagy

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of Duquesne Light Company	:	
For Approval of Default Service Plan	:	
For The Period June 1, 2015	:	Docket No. P-2014-2418242
Through May 31, 2017	:	

**PETITION OF DUQUESNE LIGHT COMPANY
FOR APPROVAL TO CONTINUE ITS STANDARD
OFFER CUSTOMER REFERRAL PROGRAM WITH MINOR MODIFICATIONS,
AND TO MAKE CERTAIN REVISIONS TO ITS CUSTOMER SCRIPT**

I. INTRODUCTION

Pursuant to 52 Pa. Code § 5.41, and the Pennsylvania Public Utility Commission's ("Commission") Opinion and Order entered on January 15, 2015, at the above-captioned docket,¹ Duquesne Light Company ("Duquesne Light" or the "Company") hereby petitions the Commission for approval to continue its Standard Offer Customer Referral Program ("SOP") with minor modifications and to make certain revisions to its customer script.

Under the Company's SOP, qualifying EGSs provide competitive retail electric generation supply service to Residential and Small C&I customers with uniform terms and conditions. The Company presents its SOP to non-shopping Residential and Small Commercial and Industrial ("Small C&I") customers who contact Duquesne Light to: (1) initiate or move service; (2) discuss choice questions; (3) resolve high bill concerns; or (4) inquire about the SOP. After the customer's specific inquiry is resolved, a Duquesne Light customer service representative ("CSR") provides the customer with information about the SOP. The SOP is also explained to other eligible customers who became aware of the SOP through other means and

¹ *Petition of Duquesne Light Company for Approval of a Default Service Program for the Period from June 1, 2015 through May 31, 2017*, Docket No. P-2014-2418242 (Order Entered Jan. 15, 2015) ("January 2015 Order").

inquire about the SOP. If the customer indicates that he or she is interested in considering the SOP, the customer is transferred to a participating electric generation supplier (i.e., Standard Offer Supplier) for program details and potential enrollment. The Standard Offer Supplier then offers a fixed price to the customer for service spanning twelve (12) consecutive billing cycles. The fixed price offered must be 7% lower than Duquesne Light's Price-To-Compare ("PTC") in effect at the time of the offer for the customer's rate schedule. If the customer chooses to enroll in the proposed service, the Standard Offer Supplier handles the customer enrollment and is charged a Customer Acquisition Fee of \$10.28 ("Customer Acquisition Fee" or "Fee").

In this Petition, the Company is proposing to continue the basic structure of its current SOP through May 31, 2017, including continuing the current Customer Acquisition Fee of \$10.28. The \$10.28 Fee will be a fixed fee through May 31, 2017, and will not be subject to adjustment. This is a slight modification from the SOP that was proposed in the DSP VI proceeding. In addition, to address concerns raised by the Office of Consumer Advocate ("OCA") that are stated in the Stipulation (as defined below), the Company is also proposing to modify its customer scripts to provide additional disclosures to customers. Finally, the Company is also proposing to provide a yearly confidential report on the overall status of the SOP.

II. BACKGROUND

A. DSP VI PROCEEDING

1. On April 27, 2012, Duquesne Light filed its Petition for Approval of Default Service Plan for the Period June 1, 2013 Through May 31, 2015 ("DSP VI Petition"), at Docket No. P-2012-2301664. Therein, the Company proposed several Retail Market Enhancement ("RME") programs, including its SOP. Under the proposed SOP, electric generation suppliers ("EGSs") would submit applications to become Standard Offer Suppliers that would each provide a 7% discount off of the Company's PTC in effect at the time of the offer for a 12-month

period. The SOP was proposed to be available to Residential and Small C&I customers beginning June 1, 2014.

2. By Opinion and Order entered January 25, 2013, the Commission approved Duquesne Light's default procurement plan with certain modifications. The Commission further directed the Company to: (1) collaborate with parties to try to resolve issues concerning the Company's RME programs; and (2) file a revised RME program design and cost recovery proposal that would provide for the SOP to begin August 1, 2013. *Petition of Duquesne Light Company for Approval of a Default Service Program and Procurement Plan for the Period June 1, 2013 through May 31, 2015*, Docket No. P-2012-2301664, at pp. 245-46, 247-48 (Order Entered Jan. 25, 2013).

3. On March 11, 2013, Duquesne Light filed its Revised RME Program Design and Cost Recovery Proposal in compliance with the January 25, 2013 Order. Therein, the Company proposed to implement a revised SOP under which the Company would present the standard offer to non-shopping Residential and Small C&I customers who call the Company with a: (a) new or mover request, (b) high bill complaint, or (c) inquiry about customer choice. The SOP would also be explained to other eligible customers who become aware of the SOP through other means and inquire about the SOP.

4. When a customer expressed interest after being advised of the SOP, the customer would be transferred to an SOP Supplier in a fair and impartial manner. Upon receiving the transferred call, the SOP Supplier would present to the customer the terms and conditions of the Standard Offer. If the customer decides to enroll in the SOP, then the SOP Supplier would enroll the customer, just as it would for enrollments outside of the SOP.

5. The Company proposed the revised SOP to allow it to meet the August 2013 implementation date. The revised SOP also provided a very competitive enrollment cost because it avoided the costs of paying a third-party to enroll customers in the SOP.

6. On July 16, 2013, the Commission entered an Opinion and Order approving the revised SOP with certain modifications. *See Duquesne Light Company's Revised Default Service Plan Compliance Filing, and Revised Retail Market Enhancement Program Design and Cost-Recovery Proposal Compliance Filing*, Docket No. P-2012-2301664, at p. 25 (Order Entered July 16, 2013). Specifically, the SOP was accepted as filed with the following modifications: (1) Duquesne Light was required to submit a sample script to be used by its CSRs to the Commission's Office of Competitive Market Oversight ("OCMO") "to address any concerns regarding the language that would be used to describe the SOP prior to transferring a customer to a participating EGS; (2) the application of the customer acquisition fee was limited to the number of EDI transactions submitted by the EGS for the SOP; (3) SOP EGSs were prohibited from describing or offering other products to customers referred under the SOP; and (4) revisions were made to the EGS tracking and reporting requirements. *Id.* at pp. 19-20.

7. Pursuant to the Commission's January 25, 2013 Order, the Company implemented its SOP in August 2013.

B. DSP VII PROCEEDING

8. On April 24, 2014, Duquesne Light filed a Petition for Approval of a Default Service Program for the Period from June 1, 2015, through May 31, 2017 ("DSP VII Petition" or "DSP VII"), at Docket No. P-2014-2418242. In the DSP VII Petition, the Company proposed to revise its SOP to provide for third party enrollment of customers, which is similar to how other electric distribution companies ("EDCs") in Pennsylvania enroll SOP customers. The Company proposed to utilize a third party enroller to align its SOP with other EDCs in Pennsylvania but

noted that the SOP costs to be borne by EGSs and potentially customers would significantly increase under this proposal.

9. Several parties disagreed with or suggested changes to Duquesne Light's SOP proposal. The Retail Energy Supply Association ("RESA") opposed the Company's proposal to recover increased SOP costs above \$30 per enrollment through the Purchase of Receivables ("POR") discount. RESA St. No. 1, p. 28. RESA also proposed a stakeholder collaborative before adopting changes to the SOP. RESA St. No. 1, p. 30.

10. The OCA did not agree that Duquesne Light should use a third party to enroll customers in the SOP. OCA St. No. 2, p. 21. The OCA also proposed that the Company provide additional disclosures to potential SOP customers. OCA St. No. 2, p. 18.

11. On September 15, 2014, Duquesne Light entered into a Stipulation with several parties that resolved certain issues in the DSP VII proceeding ("Stipulation"). Under the Stipulation, Duquesne Light agreed to revise its SOP script to include language advising customers that the PTC is subject to change during the 12-month program but that the customer's rate would not change. The Company also agreed to conduct a collaborative with interested parties to consider changes to the Company's existing SOP, including:

- a) Enhanced customer disclosure of the SOP offer and future PTC changes to include disclosures that: (i) the initial discount is based on the current PTC; (ii) the PTC will change semi-annually with the next change in [month]; (iii) the percentage savings a customer will experience will vary as the PTC changes; and (iv) the SOP rate may be higher or lower than the next PTC;

- b) Other program improvements including use of a third party to enroll customers or other means to improve customer enrollment; and
- c) Cost recovery, provided however, that the collaborative shall not address or consider any proposals to recover SOP costs from EGSs that do not participate in Duquesne Light's POR Program or from Medium or Large Commercial and Industrial customers (i.e., customers with cumulative demands equal to or greater than 25 kW) that are not eligible for the SOP program or to recover SOP costs through an increase to the Medium C&I Purchase of Receivables discount rate.

Under the Stipulation, the collaborative was to commence within 45 days of entry of the Commission's Final Order, and Duquesne Light would be required to implement any revised SOP resulting from the collaborative and resulting Commission Order approving the revised SOP within six months after entry of the Order. Moreover, the Company would continue its current SOP until it was replaced by a revised SOP approved by the Commission. The customer acquisition fee of \$10.28 established in September 2014 also would remain in effect until the revised SOP was approved by the Commission.

12. On January 15, 2015, the Commission entered an Opinion and Order that, among other things, approved the Stipulation without modification. *January 2015 Order* at p. 54.

13. On February 25, 2015, pursuant to the Stipulation and *January 2015 Order*, Duquesne Light held the SOP collaborative with interested parties.

14. Duquesne Light invited all parties in the DSP VII proceeding to participate in the collaborative. Representatives from the Bureau of Investigation & Enforcement ("I&E"), OCA,

the Office of Small Business Advocate (“OSBA”), Pennsylvania Utility Law Project (“PULP”), AEP Energy, FirstEnergy Solutions and NRG participated in the collaborative.

15. At the collaborative, Duquesne Light provided a presentation with two SOP options: (1) partner with a third party enroller; or (2) continue to offer the Company’s current SOP. As further explained below, Duquesne Light recommended continuing the current SOP because of the low enrollment costs and because SOP enrollments had increased overall since May 2014 due to revised scripting.

16. During the collaborative, no party opposed retaining the current SOP. In addition, a representative from NRG indicated that NRG had the least number of issues with Duquesne Light’s SOP than they had with other SOPs. In addition, OCA stated that they had not received any complaints about Duquesne Light’s SOP.

17. Duquesne Light allowed the participants several weeks to provide additional comments, and no participant indicated that they opposed the Company’s proposal to continue its current SOP.

18. By March 30, 2015, the Company changed the SOP script in accordance with the Stipulation.

19. On May 19, 2015, Duquesne Light filed its compliance tariff filing with respect to DSP VII which provided for the continuation of the existing SOP and cost recovery methodologies in the tariff as well as the then current Customer Acquisition Fee of \$10.28.

20. On June 1, 2015, the Company received a Secretarial Letter approving the tariff filing at Docket No. P-2014-2418242.

21. In accordance with the Stipulation, January 15, 2015 Order, and the SOP collaborative, Duquesne Light hereby petitions for approval to continue its SOP with a fixed

customer acquisition fee of \$10.28 for the DSP VII period with minor modifications, and to make certain revisions to its customer script through May 31, 2017.

III. STANDARD OFFER CUSTOMER REFERRAL PROGRAM

22. As noted by the Company in its DSP VII Petition, Duquesne Light has supported expansion of competitive opportunities for customers through its six prior default service plans and already has implemented a number of innovative market enhancements in order to facilitate the development of the retail market. The Company's customer shopping level is high with approximately 70% of the total load in its service territory already receiving service from an EGS in the month of June 2015.

23. Duquesne Light's SOP is designed to encourage supply competition in its service territory. Under the SOP, EGSs provide competitive retail electric generation supply service to Residential and Small C&I customers with uniform terms and conditions. To participate, EGSs must qualify by submitting a Standard Offer Supplier Application to Duquesne Light that demonstrates their qualifications to become a Standard Offer Supplier. In this Application, EGSs may elect to make offers to only Residential customers, only Small C&I customers, or both. Further, as part of this process, each EGS is required to execute a Standard Offer Supplier Agreement in which it agrees to various requirements.

24. The Company presents its SOP to non-shopping Residential and Small C&I customers who contact Duquesne Light to: (1) initiate or move service; (2) discuss choice questions; (3) resolve high bill concerns; or (4) inquire about the SOP. After the customer's specific inquiry is resolved, a Duquesne Light CSR provides the customer with information about the SOP. The SOP is also explained to other eligible customers who became aware of the SOP through other means and inquire about the SOP.

25. If the customer indicates that he or she is interested in considering the SOP, the customer is transferred to a participating EGS (i.e., Standard Offer Supplier) for program details and potential enrollment.

26. The Standard Offer Supplier then offers a fixed price to the customer for service spanning 12 consecutive billing cycles. The fixed price offered must be 7% lower than Duquesne Light's PTC in effect at the time of the offer for the customer's rate schedule. If the customer chooses to enroll in the proposed service, the Standard Offer Supplier handles the customer enrollment and is charged a Customer Acquisition Fee of \$10.28 in accordance with the terms of the Stipulation. The Customer Acquisition Fee is charged for each EDI transaction submitted to Duquesne Light for enrollment in the SOP.

27. Duquesne Light proposes to continue its SOP with certain modifications to its customer script that are explained in more detail below. As noted previously, Duquesne Light's current SOP does not use a third party to enroll customers. Instead, customers are transferred to participating EGSs for enrollment, which produces a low-cost program.

28. Pursuant to the Stipulation, Duquesne Light and the other parties explored the use of third party enrollment during the collaborative held on February 25, 2015. Duquesne Light proposed not to use a third party enroller for SOP customers due to cost for EGSs and customers. The current Customer Acquisition Fee for participating EGSs is \$10.28. In contrast, the estimated Customer Acquisition Fee for using a third party enroller ranged from \$24.00 to \$34.00 per customer enrollment. A higher Customer Acquisition Fee could reduce the number of EGSs that participate or plan to participate in the SOP. Thus, the Company believes that continuing the current enrollment procedure is appropriate and would better encourage competition in Pennsylvania than utilizing third party enrollment.

29. If the Company is permitted to continue its current SOP, it also proposes to maintain its current Customer Acquisition Fee of \$10.28. The fee will be fixed during the DSP VII period (i.e., through May 31, 2017) and will not be subject to adjustment. Duquesne Light believes that it can recover its costs for offering the SOP if it maintains the \$10.28 fee. Thus, the Company is not proposing to continue Rider No. 19 of its tariff during the DSP VII period which provided for a cost recovery mechanism during the DSP VI period for the scenario where the Customer Acquisition Fees did not cover SOP costs during the period up to May 31, 2015. However, if there are modifications to the SOP from what is proposed herein, Duquesne Light will be required to re-evaluate the \$10.28 fee and whether the modifications will require more than six (6) months to implement.

30. Appendix A includes a pro forma tariff supplement. In the pro forma tariff supplement, Duquesne Light is removing the fee adjustment provisions that were applicable for the DSP VI SOP (Rider No. 19 in its retail tariff), and modifying its supplier tariff to reference the Commission's order with respect to the SOP and the Customer Acquisition Fee. Duquesne Light requests Commission authority to file the pro forma tariff supplement on one-day notice following approval of this Petition.

31. Appendix B includes the SOP Supplier Rules and Agreement. The SOP Supplier Rules and Agreement are based on the current SOP Supplier Rules and Agreement, with certain minor modifications.

32. In the DSP VII proceeding, the OCA argued that Duquesne Light should consider additional customer disclosures for its SOP customer script. The OCA's proposal was set forth in the Stipulation, which provided that Duquesne Light would consider adding enhanced customer disclosures to its SOP script including,

- (i) the initial discount is based on the current PTC;
- (ii) the PTC will change semi-annually with the next change in [MONTH];
- (iii) the percentage savings a customer will experience will vary as the PTC changes; and
- (iv) the SOP rate may be higher or lower than the next PTC.

Stipulation ¶ 5(a).

33. Duquesne Light has considered these additional customer disclosures and has agreed to revise its SOP script to address these disclosures. Duquesne Light's current SOP script in accordance with the Stipulation is as follows:

I see that you are eligible for a voluntary program that offers a price for generation service for 12 months that is 7% off of the current price to compare. The price to compare may change during the 12 months but your rate will remain fixed at _____. If you are interested, I will transfer you to a supplier who is participating in this program for more information.

Duquesne Light proposes to expand its SOP script to read as follows:

I see you are eligible for the voluntary Standard Offer program, which provides a price for generation service from a supplier for 12 months that is 7% off of Duquesne Light's current price to compare. Please note that our price to compare is adjusted to reflect market prices twice a year – on Dec. 1 and June 1. As a result, while your Standard Offer rate will remain fixed at _____, your overall savings will vary as our Price to Compare changes. If you are interested in the Standard Offer program, I will transfer you to a supplier who is participating for more information. Customers who enroll are free to leave the Standard Offer Program at any time during the 12 months, and return to Duquesne Light's default service or another EGS, with no termination/cancellation fee imposed.

34. In developing the proposed script, the Company attempted to address all of the proposed script changes set forth in the Stipulation, while at the same time attempting to keep the script as succinct as possible.

35. The Company has experienced increases in the number of customers enrolling in the current SOP since the CSR script was revised in May 2014. During the first nine months of the SOP (i.e., August 2013 to April 2014), 4,629 Residential customers and 77 Small C&I customers were referred to EGSs for enrollment in the SOP, and 3,481 Residential customers and 69 Small C&I customers enrolled in the SOP. From May 2014 to May 2015, the Company referred 13,774 Residential customers and 438 Small C&I customers to EGSs for enrollment in the SOP. Of those customers, 11,095 Residential customers and 383 Small C&I customers enrolled in the SOP.² Duquesne Light believes that the current SOP should be continued and used during the DSP VII period. Duquesne Light has seen continuous participation by EGSs in the SOP. Duquesne Light further believes that the script changes proposed herein are reasonable and should be approved because they will provide additional customer disclosures. In addition, Duquesne Light has attempted to keep the script changes as succinct as possible to maintain customer interest in the SOP.

² The decline in monthly enrollments since November 2014 is related to the implementation of the Company's new customer care and billing system, a/k/a the FOCUS System, in November of 2014. The Company expects the level of referrals and enrollments to increase as the Company gets further beyond the implementation of the FOCUS System. The Company statistics for June of 2015 have shown an increase in referrals for Residential customers as compared to the previous month.

IV. CONCLUSION

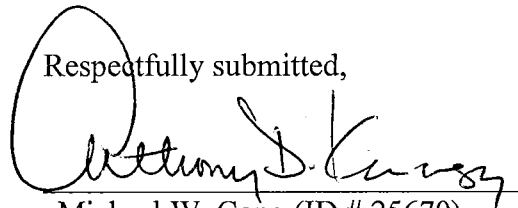
WHEREFORE, for all of the foregoing reasons, Duquesne Light Company respectfully requests that the Pennsylvania Public Utility Commission approve Duquesne Light's proposal to continue its Standard Offer Customer Referral Program as proposed in this Petition, approve the proposed modifications to the SOP customer script and approve the pro forma tariff supplement attached hereto to be effective on one-day notice following approval of this Petition for the DSP VII period through May 31, 2017.

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Attorneys for Duquesne Light Company

Date: July 30, 2015

Respectfully submitted,



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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of Duquesne Light Company	:	
For Approval of A Default Service Plan	:	Docket No. P-2014-2418242
For The Period June 1, 2015	:	
Through May 31, 2017	:	

VERIFICATION

I, David W. Defide, being duly sworn according to law, depose and say that I am Manager, Customer Programs, of Duquesne Light Company; that I am authorized to and do make this verification for it; and that the facts set forth in the foregoing Petition are true and correct to the best of my knowledge, information, and belief, and I expect the said Duquesne Light Company to be able to prove the same at any hearing hereof. I understand that the statements herein are subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Date: July 29, 2015



David W. Defide

Appendix A



SCHEDULE OF RATES

For Electric Service in Allegheny and Beaver Counties

(For List of Communities Served, see Pages No. 4 and 5)

Issued By

DUQUESNE LIGHT COMPANY

411 Seventh Avenue
Pittsburgh, PA 15219

Richard Riazzi
President and Chief Executive Officer

ISSUED: [XXXXXXXX xx, 2015](#)

EFFECTIVE: [XXXXXXXX xx, 2015](#)

[Issued in compliance with Commission Order entered XXXXXXXX xx, 2015,
at Docket No. P-2014-2418242.](#)

NOTICE

[THIS TARIFF SUPPLEMENT ELIMINATES A RIDER](#)

See Page Two

LIST OF MODIFICATIONS MADE BY THIS TARIFFCHANGE

<u>Table of Contents</u>	<u>Thirtieth Revised Page No. 3</u>
	<u>Cancelling Twenty-Ninth Revised Page No. 3</u>

Rider No. 19 – Standard Offer Program Cost Recovery Rider has been removed from Tariff No. 24 and, therefore, from the Table of Contents.

<u>Rider No. 19 – Standard Offer Program Cost Recovery Rider</u>	<u>Thirteenth Revised Page No. 106</u>
	<u>Cancelling Twelfth Revised Page No. 106</u>

Rider No. 19 – Standard Offer Program Cost Recovery Rider has been removed from Tariff No. 24. Thirteenth Revised Page No. 106 now states "This Page Intentionally Left Blank."

<u>Rider No. 19 – Standard Offer Program Cost Recovery Rider</u>	<u>Sixth Revised Page No. 107</u>
	<u>Cancelling Fifth Revised Page No. 107</u>

Rider No. 19 – Standard Offer Program Cost Recovery Rider has been removed from Tariff No. 24. Sixth Revised Page No. 107 now states "This Page Intentionally Left Blank."

TABLE OF CONTENTS

	Page Number
List of Modifications.....	2
Table of Contents.....	3
List of Communities Served	4-5
RULES AND REGULATIONS.....	6-31A

RATES:

RS	Residential Service	32-33
RH	Residential Service Heating	34-36
RA	Residential Service Add-on Heat Pump.....	37-39
GS/GM	General Service Small and Medium	40-42
GMH	General Service Medium Heating	43-46
GL	General Service Large	47-49
GLH	General Service Large Heating	50-52
L	Large Power Service.....	53-56
HVPS	High Voltage Power Service	57-60
AL	Architectural Lighting Service.....	61-63
SE	Street Lighting Energy.....	64-67
SM	Street Lighting Municipal	68-70
SH	Street Lighting Highway	71-73
UMS	Unmetered Service.....	74-75
PAL	Private Area Lighting	76-78

STANDARD CONTRACT RIDERS:

	General	79
	Rider Matrix	79A
No. 1	Retail Market Enhancement Surcharge	80-80A
No. 2	Untransformed Service.....	81
No. 3	School and Government Service Discount Period	82
No. 4	Budget Billing HUD Finance Multi-Family Housing.....	83
No. 5	Universal Service Charge.....	84-85A
No. 6	Temporary Service	86
No. 7	SECA Charge	87
No. 8	Default Service Supply	88-88E
No. 9	Day-Ahead Hourly Price Service	89-93A
No. 10	State Tax Adjustment Surcharge	94
No. 11	Street Railway Service.....	95
No. 12	Billing Option - Volunteer Fire Companies and Nonprofit Senior Citizen Centers	96
No. 13	General Service Separately Metered Electric Space Heating Service	97
No. 14	Residential Service Separately Metered Electric Space and Water Heating	98-99
No. 15	Energy Efficiency and Conservation and Demand Response Surcharge	100-100C
No. 15A	Phase II Energy Efficiency and Conservation Surcharge.....	100D-100G
No. 16	Service to Non-Utility Generating Facilities	101-102
No. 17	Emergency Energy Conservation	103-104
No. 18	Rates for Purchase of Electric Energy from Customer-Owned Renewable Resources Generating Facilities	105
No. 19	Standard Offer Program Cost Recovery Rider <u>These Pages Intentionally Left Blank</u>	106-107
No. 20	Smart Meter Charge	108-109B
No. 21	Net Metering Service.....	110-112A

APPENDIX A:

Transmission Service Charges	113-116
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STANDARD CONTRACT RIDERS - (Continued)

(C)

RIDER NO. 19 – STANDARD OFFER PROGRAM COST RECOVERY RIDER

(Applicable to Rate Schedules RS, RH, RA, GS/GM)

~~This Rider and the cost recovery provisions stated within will terminate effective May 31, 2016.~~

PURPOSE

~~In compliance with Commission Order dated July 16, 2013, at Docket No. P-2012-2301664, the Company implemented a Standard Offer Program ("SOP"). Under the SOP, Electric Generation Suppliers ("EGSs") can submit applications agreeing to become SOP Suppliers and provide a Standard Offer that is a fixed price product seven percent (7%) lower than Duquesne Light's Price to Compare ("PTC"), in effect at the time of the offer, for a twelve month (12-month) period. The SOP shall be in effect through May 31, 2015, provided that the customer will continue to be served by the SOP EGS to the end of the customer's SOP term. The Standard Offer Program Cost Recovery Rider ("SOP Rider") is instituted as a cost recovery instrument to recover costs incurred by the Company in excess of fees collected from Electric Generation Suppliers to implement and operate the SOP.~~

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~~The Company shall file with the Commission, effective upon ten (10) day notice, the rate to become effective in accordance with this Rider.~~

~~In addition to the charges in this Tariff, a rate of 0.XXX cents per kilowatt-hour ("kWh") shall be added to the distribution energy charges per kWh of residential rate schedules RS, RH and RA. A rate of 0.XXX cents per kWh shall be added to the distribution energy charges per kWh of general service rate schedule GS/GM for non-demand metered customers and demand metered customers with monthly billing demand less than 25kW.~~

CALCULATION OF RATE

~~A non-bypassable charge will be assessed on customers during the September 2014 through May 2015 period only if the total Customer Acquisition Fees for EDI transactions submitted through June 2014 are less than the costs of the Program incurred by Duquesne Light through June 2014. In this case, the non-bypassable charge assessed on customers during the September 2014 through May 2015 period will be calculated as follows:~~

- ~~1. Subtract: (1) the total Customer Acquisition Fees for EDI transactions submitted through June 2014; from (2) the costs of the Program incurred by Duquesne Light through June 2014. This is the "Excess Costs."~~
- ~~2. Divide the Excess Costs by the total kWh load of all Residential and Small C&I customers from September 2013 through May 2014 (which is the preceding September through May period). The result is the non-bypassable charge that will be assessed on a \$/kWh basis to Residential and Small C&I customers during September 2014 through May 2015.~~

STANDARD CONTRACT RIDERS - (Continued)

(C)

RIDER NO. 19 – STANDARD OFFER PROGRAM COST RECOVERY RIDER – (Continued)

(Applicable to Rate Schedules RS, RH, RA, GS/GM)

CALCULATION OF RATE – (Continued)

~~In June 2015, the Company shall submit a filing, effective upon ten (10) day notice, to recover the remaining balance of costs incurred by the Company not recovered through fees collected from SOP EGSs. From July 1, 2015, through May 31, 2016, a non-bypassable charge will be assessed on a \$/kWh basis on Residential and Small C&I customers if the total costs of the Standard Offer Program were in excess of the Customer Acquisition Fees and non-bypassable charges through June 2015. The charge will be set to fully recover the unrecovered costs.~~

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~~The SOP Rider will be added to the applicable rate and not shown as a separate line item on the bill.~~

~~In no event shall the rate in this Rider be less than zero cents (0¢) per kWh.~~

~~This Rider is not subject to reconciliation.~~

~~Adjustments to rates pursuant to this Rider are subject to review and approval by the Commission.~~

~~Minimum bills shall not be reduced by reason of this Rider, nor shall charges hereunder be part of the monthly rate schedule minimum.~~

~~Effective May 31, 2016, Rider No. 19 – Standard Offer Program Cost Recovery Rider and the provisions stated within Rider No. 19 will be terminated. Please refer to the Company's Electric Generation Supplier Coordination Tariff for Standard Offer Program cost recovery procedures in effect.~~

SUPPLEMENT NO. XX
TO ELECTRIC – PA. P.U.C. NO. 3S

DUQUESNE LIGHT COMPANY

ELECTRIC GENERATION SUPPLIER COORDINATION TARIFF

Issued By

DUQUESNE LIGHT COMPANY

411 Seventh Avenue
Pittsburgh, PA 15219

Richard Riazzi
President and Chief Executive Officer

Issued: Xxxxxxxxx xx, 2015

Effective: Xxxxxxxxx xx, 2015

Issued in compliance with Commission Order entered Xxxxxxxxx xx, 2015,
at Docket No. P-2014-2418242.

NOTICE

THIS TARIFF SUPPLEMENT MODIFIES LANGUAGE IN THE STANDARD OFFER
PROGRAM COST RECOVERY RIDER.

See Page Two

LIST OF MODIFICATIONS MADE BY THIS TARIFF

CHANGE

Table of Contents Ninth Revised Page No. 3
Cancelling Eighth Revised Page No. 3

Original Page No. 42C has been removed from the Tariff and, therefore, from the Table of Contents.

Standard Offer Program Cost Recovery Rider Second Revised Page No. 42B
Cancelling First Revised Page No. 42B

Pursuant to the Commission's Order entered XXXXXXXX xx, 2015, at Docket No. P-2014-2418242, the Company will charge each Standard Offer Program ("SOP") Supplier a Customer Acquisition Fee of \$10.28 which will be applied to the number of EDI transactions submitted by the SOP Supplier to Duquesne Light.

Standard Offer Program Cost Recovery Rider Second Revised Page No. 42B
Cancelling First Revised Page No. 42B

The billing and payment information previously contained on Original Page No. 42C in Tariff No. 3S has been moved and consolidated onto Second Revised Page No. 42B in Tariff No. 3S.

Standard Offer Program Cost Recovery Rider Original Page No. 42C

Original Page No. 42C has been removed from Tariff No. 3S. The billing and payment information previously contained on Original Page No. 42C has been moved and consolidated onto Second Revised Page No. 42B in Tariff No. 3S.

TABLE OF CONTENTS

Page Number

List of Modifications	2
Table of Contents	3
Definition of Terms and Explanation of Abbreviations	4-6B

RULES AND REGULATIONS:

No. 1 The Tariff	7
No. 2 Scope and Purpose of Tariff	8
No. 3 Commencement of EDC/EGS Coordination	9-10
No. 4 Coordination Obligations	11-13
No. 5 Direct Access Procedures	14-20
No. 6 Load Forecasting	21-23
No. 7 Supply Scheduling	24
No. 8 Reconciliation	25
This Page Intentionally Left Blank	26
No. 9 Utilization of Scheduling Coordinators	27
No. 10 Metering Data	28
No. 11 Confidentiality of Information	29
No. 12 Payment and Billing	30-32
No. 13 Withdrawal by EGS from Retail Service	33
No. 14 EGS's Discontinuance of Service to Particular Customers	34-35
No. 15 Liability	36
No. 16 Breach of Coordination Obligations	37
No. 17 Termination of Individual Coordination Agreement	38
No. 18 Alternative Dispute Resolution	39-40
No. 19 Miscellaneous	41

CHARGES:

Technical Support and Assistance Charge	42
Load Data Supply Charge	42A

RIDERS:

Standard Offer Program Cost Recovery	42B-42C
Individual Coordination Agreement Rider	43-45
Scheduling Coordinator Designation Form	46-48
Real Power Distribution Losses Table	49

(C)

(C) – Indicates Change

STANDARD OFFER PROGRAM COST RECOVERY

BACKGROUND

In compliance with Commission Order dated July 16, 2013, at Docket No. P-2012-2301664, the Company implemented a Standard Offer Program ("SOP"). Under the SOP, EGSs can submit applications agreeing to become SOP Suppliers and provide a Standard Offer that is a fixed price product seven percent (7%) lower than Duquesne Light's Price to Compare ("PTC"), in effect at the time of the offer, for a twelve month (12-month) period. Pursuant to the Settlement Stipulation approved by the Commission's Order entered XXXXXXXX XX, 2015, at Docket No. P-2014-2418242, Duquesne Light will is continue continuing its current SOP, as further provided therein, through May 31, 2017, (with a \$10.28 customer enrollment fee for participating EGSs becoming effective September 1, 2014) until it is replaced by a revised SOP approved by the Commission. Complete SOP rules and documentation may be found at <http://supplier.customer-choice.com>.

(C)

SUPPLIER CHARGES

As approved by the Commission in the above-referenced proceeding at Docket No. P-2012-2301664, the Company will charge each SOP Supplier a Customer Acquisition Fee that will be applied to the number of EDI transactions submitted by the SOP Supplier to Duquesne Light.

(C)

CUSTOMER ACQUISITION FEE

Pursuant to the Settlement Stipulation approved by the Commission at Docket No. P-2014-2418242, the Customer Acquisition Fee for each EDI transaction submitted through May 31, 2017, will be \$10.28. per EDI transaction until the SOP is revised and approved by the Commission

(C)

BILLING AND PAYMENT

The Company will bill the participating SOP Suppliers on a monthly basis. All charges are due and payable within 30 days. There are two methods of payment:

A check made payable to Duquesne Light Company and mailed to:

(C)

Duquesne Light Company
Attn: Supplier Service Center
411 Seventh Avenue (MD: 6-1)
Pittsburgh, PA 15219

or through a wire/ACH transfer to:

Bank Name: Mellon Bank, Pittsburgh
ABA: 043000261
Account No: 000-8061
Acct Name: Duquesne Light Company

If a SOP Supplier fails to make the required payment, Duquesne Light may reduce the amount due to that SOP Supplier from that SOP Supplier's next Purchase of Receivable ("POR") payment by the SOP amount due (but not from amounts that are subject to a bona fide POR payment dispute).

(C) – Indicates Change

~~DUQUESNE LIGHT COMPANY~~
~~411 SEVENTH AVENUE~~
~~PITTSBURGH, PA. 15219~~

~~SUPPLEMENT NO. 12~~
~~TO ELECTRIC - PA. P.U.C. NO. 3S~~
~~ORIGINAL PAGE NO. 42C~~

~~STANDARD OFFER PROGRAM COST RECOVERY — (Continued)~~

(C)

~~BILLING AND PAYMENT — (Continued)~~

~~A check made payable to Duquesne Light Company and mailed to:~~

~~Duquesne Light Company
Attn: Supplier Service Center
411 Seventh Avenue (MD: 6-1)
Pittsburgh, PA 15219~~

~~or through a wire/ACH transfer to:~~

~~Bank Name: Mellon Bank, Pittsburgh
ABA: 043000261
Account No: 000-8061
Acct Name: Duquesne Light Company~~

~~If a SOP Supplier fails to make the required payment, Duquesne Light may reduce the amount due to that SOP Supplier from that SOP Supplier's next Purchase of Receivable ("POR") payment by the SOP amount due (but not from amounts that are subject to a bona fide POR payment dispute).~~

~~(C) — Indicates Change~~

Appendix B

Duquesne Light Company

Amended and Restated

Standard Offer Customer Referral

Program Rules

(Including Standard Offer Supplier Application and Agreement)

_____, 2015

AMENDED AND RESTATED
STANDARD OFFER CUSTOMER REFERRAL PROGRAM RULES

ARTICLE 1
INTRODUCTION

- 1.1 **Program Overview.** Duquesne Light Company (“Duquesne Light” or the “Company”) is soliciting electric generation suppliers (“EGSs”) to provide competitive retail service to Residential and Small Commercial and Industrial (“Small C&I”) customers under a customer referral program with uniform terms and conditions.¹ EGSs participating in this program (the “Standard Offer,” “Standard Offer Program,” or “Program”) will offer fixed prices to Residential and Small C&I customers for service spanning twelve consecutive billing cycles. Participating EGSs may elect to make offers only to Residential customers, only to Small C&I customers, or to both customer classes. This document (“Program Rules”) describes the process by which EGSs may qualify and submit applications, the rules with which each accepted Standard Offer supplier (“Standard Offer Supplier”) must comply, and the standard terms and conditions for service provided by the Standard Offer Supplier under this Program. The Standard Offer Program began August 16, 2013 and was amended and restated in _____, 2015, subject to the terms and conditions herein.
- 1.2 **Application.** Participating EGSs must qualify by submitting an application (“Standard Offer Supplier Application” or “Application”) to Duquesne Light demonstrating their qualifications to become a Standard Offer Supplier as described in Section 3.1 and Section 3.2. These qualifications include a current EGS license issued by the Pennsylvania Public Utility Commission (“the Commission”) and the ability to comply with provisions of Duquesne Light’s Electric Generation Supplier Coordination Tariff (“Supplier Tariff”). As part of the qualifying process, the Applicant will be required to execute a “Standard Offer Supplier Agreement” in which the Applicant agrees to various requirements.
- 1.3 **Fixed Price to Customers.** In the Standard Offer Supplier Agreement, the Applicant agrees to offer interested customers who are eligible for the Program a fixed price (“Standard Offer Price”), in cents per kilowatt-hour, for electric generation service (including all components represented by Duquesne Light’s Price-to-Compare) spanning twelve consecutive billing cycles (the “Standard Offer Period”). In the Standard Offer Supplier Application, the Applicant may elect to make offers only to eligible Residential customers, only to eligible Small C&I customers, or to eligible customers within both customer classes. The fixed price to be offered to a given Residential or Small C&I customer by the Applicant must be seven percent (7%) lower than the Duquesne Light default service “Price-to-Compare” (“PTC”) in effect at the time of the offer for the rate schedule applicable to that customer.² For example, an EGS could submit an Application to participate in the Program beginning on August 16, 2013. If an EGS qualifies and participates in the Program starting on August 16, 2013, then the price offered to a given

¹ Residential customers are defined as those customers on rate schedules RS, RA, and RH. Customer Assistance Program (“CAP”) customers are not currently eligible to participate in the Program but will be in the future per applicable Pennsylvania Public Utility Commission orders. Small C&I customers are defined as non-Residential customers on rate schedules GS, GM, and GMH with annual peak loads less than 25 kW.

² The PTC for each applicable rate schedule will be calculated on a cents per kWh basis for an average customer in that rate schedule.

customer by that EGS during August 2013 under the Program must be 7% lower than the PTC in effect during August 2013 for the rate schedule applicable to that customer. If that EGS continues to participate in the Program in September 2013, then the price offered to a new customer by that EGS during September 2013 under the Program must be 7% lower than the PTC in effect during September 2013 for the rate schedule applicable to that customer. Duquesne Light's PTC for each rate schedule within the Residential and Small C&I customer classes will be made available as required by Commission regulations. Once a customer is enrolled in the Program and therefore becomes a "Standard Offer Customer" with a Standard Offer Supplier, that Standard Offer Supplier must continue to provide that customer with service at the same fixed price until the end of the twelve consecutive billing cycles corresponding to that customer's Standard Offer Period or the time in which the customer switches to a different service offering, whichever is earlier.

- 1.4 **Standard Offer Supplier Entry and Exit from the Program.** Applications may be submitted at any time, but Duquesne Light will activate Standard Offer Suppliers only for whole calendar months. An Applicant must be deemed qualified by Duquesne Light at least ten days before the first day of the next calendar month in order to be approved as a Standard Offer Supplier for that month. Similarly, a Standard Offer Supplier may request to be removed from the list of Standard Offer Suppliers upon written notice to Duquesne Light received at least ten days before the first day of the next calendar month. Absent a request to be removed from the list, Standard Offer Suppliers will continue to be listed from month to month. The Commission has approved the procedures and Program Rules described in this document by order dated _____, 2015, in Pa. PUC Docket No. P-2014-2418242. Applicants are strongly urged to review the Program Rules and attached Standard Offer Supplier Application and Standard Offer Supplier Agreement, and to consult with counsel regarding the Program requirements and obligations under this Agreement.

- 1.5 The following documents are attached:

- Standard Offer Supplier Application
- Standard Offer Supplier Agreement

ARTICLE 2

SCHEDULE AND STANDARD OFFER SUPPLIER INFORMATION

- 2.1 **Program Schedule.** Below are significant dates each month (the "Program Schedule") for the Standard Offer Program. The time for each deadline on each specified date is 4:00 pm Eastern Prevailing Time (EPT). *Duquesne Light reserves the right to modify these dates at its discretion.*

Standard Offer Application Due Date ³	At least twenty days before the start of a Standard Offer Month
Notification of Standard Offer Qualifications	At least ten days before the start of a Standard Offer Month
Standard Offer Month	Calendar month
Commencement of Supply by Standard Offer Supplier	Based on the date in which the enrolled customer elected EGS service under the Program and the date the customer was switched per the Supplier Tariff
Standard Offer Supplier Reports to Duquesne Light	The 10 th day of the following month
Completion of Standard Offer Supply Pursuant to the Program	Once 12 billing cycles are completed for each Standard Offer Customer
Standard Offer Supplier Exit from the Program	At least ten days before the start of a Standard Offer Month

- 2.2 **Informational Website and Updates.** Duquesne Light has established a website – <http://www.customer-choice.com/StandardOffer/default.cfm> – for electronic copies of Program materials, posting of questions and answers, and other updates on the Standard Offer Program. Applicants are encouraged to review this website regularly. In its sole discretion, Duquesne Light will endeavor to provide e-mail notification of important website updates to qualified Applicants.

ARTICLE 3 STANDARD OFFER SUPPLIER QUALIFICATION

- 3.1 **Standard Offer Supplier Application.** In order to qualify as a Standard Offer Supplier, an Applicant must submit an Application for approval by Duquesne Light using the attached Standard Offer Supplier Application. All Applications shall be submitted by email to the submission address specified in Section 5.3. Applications which are incomplete, do not conform to the form attached hereto, or otherwise do not satisfy all requirements of the Program Rules shall not be considered. Submission of a Standard Offer Supplier Application constitutes an Applicant's agreement to and acceptance of all terms and conditions of the Program Rules.
- 3.2 **Standard Offer Supplier Qualifications.** In order to qualify to participate in the Program, an Applicant must demonstrate and document in the Application that it satisfies the following criteria (the "Standard Offer Supplier Qualifications"):
- (a) The Applicant is fully certified by Duquesne Light to provide coordination services in compliance with the Supplier Tariff; and

³ EGSs must submit an application to Duquesne Light demonstrating their qualifications to become a Standard Offer Supplier once, not each and every month. However, EGSs are required to inform Duquesne Light of any changes that would result in the EGS no longer being qualified to be a Standard Offer Supplier.

(b) The Applicant will abide by all Standard Offer Program Rules and procedures.

- 3.3 **Standard Offer Supplier Agreement.** Each Applicant must also execute a Standard Offer Supplier Agreement in the form included in the Standard Offer Supplier Application at the time of submission of the Application.
- 3.4 **Additional Information.** Duquesne Light may, but is not obligated to, request additional information and materials from any Applicant for evaluation of an Application. Information submitted by an Applicant absent a request by Duquesne Light which is not in the nature of a correction or clarification to the Application will not be considered by Duquesne Light. If any information in an Application or Standard Offer Supplier Agreement is no longer true, the Applicant shall immediately notify Duquesne Light of the changed information. Failure to provide such notification or respond to a request for additional information and materials may result in disqualification of the Applicant and rejection of its Application.
- 3.5 **Prior Qualification.** An Applicant who has previously qualified under the Standard Offer Program is not required to submit a second Application for succeeding months, or to continue in the Standard Offer Program between the POLR VI and the POLR VII period, but must inform Duquesne Light of any change in its status or ability to satisfy the qualification requirements as provided in Section 3.2. An Applicant who has previously qualified under the Standard Offer Program need not execute a new Standard Offer Supplier Agreement unless requested by Duquesne Light; provided; however, that Standard Offer Suppliers will be required to execute a new Standard Offer Supplier Agreement or an amendment to their existing agreement, as determined by the Company in its sole discretion, that are continuing to provide service under the Standard Offer Program in ____ of 2015. In order for an Applicant, who has previously qualified under the Standard Offer Program, to change the combination of customer classes to which it agrees to make offers under the Standard Offer Program starting at the beginning of an upcoming calendar month, it must provide written notice to Duquesne Light received at least ten days before the first day of that calendar month.
- 3.6 **Application Evaluation and Notification of Applicants.** Duquesne Light will evaluate each Application using a standard protocol for its completeness and satisfaction of the Standard Offer Supplier Qualifications. Duquesne Light will provide each Applicant with notice of its satisfaction or failure to satisfy the Standard Offer Supplier Qualifications by the date for Notification of Standard Offer Supplier Qualification set forth in the Program Schedule. In the notice of failure to satisfy the Standard Offer Supplier Qualifications, Duquesne Light shall inform each Applicant of any deficiency in its Application, which will result in disqualification of the Applicant if such deficiency is not remedied within two business days after written notice.
- 3.7 **Duquesne Light Affiliates.** Affiliates of Duquesne Light who satisfy the Standard Offer Supplier Qualifications are permitted to submit Applications and to participate in this Program to the same extent as any other entity.

ARTICLE 4 CUSTOMER ENROLLMENT

- 4.1 **Available Standard Offer.** For any given rate schedule within a customer class to which the Standard Offer Supplier has agreed to make offers under the Standard Offer Program, the Standard Offer Supplier must offer a uniform price to all customers eligible for the Program within that rate schedule: a fixed price in cents per kWh, for twelve consecutive billing cycles, that is 7% lower than the PTC in effect at the time of the offer for the applicable rate schedule. The Standard Offer Supplier shall not reject any customer who is eligible for the Program, who was referred to the Standard Offer Supplier (as described in Section 4.2 of the Program Rules), who requests to enroll in the Program, and who is within a customer class to which the Standard Offer Supplier has agreed to make offers under the Standard Offer Program.
- 4.2 **Customer Referrals.** Duquesne Light will present the Standard Offer to non-shopping Residential and Small C&I customers who are eligible for the Program and who call Duquesne Light with a (a) new or mover request; (b) high bill complaint; (c) inquiry about customer choice; or (d) inquire about the Program. Duquesne Light also will present the Standard Offer to eligible Residential and Small C&I customers who become aware of the Program through other means, and express interest in Program participation. If any Residential or Small C&I customer who is eligible for the Program, including a shopping customer, states that he/she is interested in enrolling in the Program or in learning more about the Program in order to make a decision whether or not to be enrolled, then Duquesne Light will transfer the call to the call center of the Standard Offer Supplier with whom the customer states that he/she is considering being enrolled. If a customer does not choose a specific Standard Offer Supplier to which to be transferred, then Duquesne Light will refer the customer to a Standard Offer Supplier and transfer the call to that Standard Offer Supplier. Customers will be referred to participating Standard Offer Suppliers in a fair and impartial manner. If the customer is currently shopping, Duquesne Light will suggest that the customer contact their current supplier prior to proceeding. Duquesne Light will maintain a list of current Standard Offer Suppliers for each calendar month. Standard Offer Suppliers will initially be listed randomly. If a customer does not choose a specific Standard Offer Supplier, Duquesne Light will transfer a customer interested in the Program to the Standard Offer Supplier on the top of the list and that Standard Offer Supplier shall move to the bottom of the list for subsequent customer referrals. Two separate lists will be maintained by Duquesne Light, one for Standard Offer Suppliers who have agreed to make offers to eligible Residential customers, and one for Standard Offer Suppliers who have agreed to make offers to eligible Small C&I customers. Any call that is transferred by Duquesne Light as described above is considered to be a customer “referral.” Upon receiving any call that is transferred by Duquesne Light to the Standard Offer Supplier per the Program, the Standard Offer Supplier shall present to the customer the terms and conditions of the Standard Offer, including the pricing and other terms of service for the initial 12-consecutive-month billing cycle period, how the terms may change after the initial 12-month period, and the date by which the customer must take action to exercise his or her options at the end of the Standard Offer Period. The Standard Offer Supplier may not describe or discuss any other products except for the Standard Offer Program during these calls.

- 4.3 **Customer Enrollment.** The Standard Offer Program is voluntary for customers. Standard Offer Suppliers will enroll customers in the Program. A customer cannot be enrolled with a Standard Offer Supplier under the Program unless the customer is eligible for the Program and the customer has requested to be enrolled with that Standard Offer Supplier. In order to enroll a customer, a Standard Offer Supplier must submit a switching request via the appropriate EDI transaction to Duquesne Light for that customer. Standard Offer enrollment will follow the switching protocols in the Company's Supplier Tariff and Electric Service Schedule of Rates Tariff.
- 4.4 **Customer Sales Agreement Upon Enrollment.** Each Standard Offer Supplier shall send a sales agreement, which meets all Commission regulations and includes the terms and conditions of the Standard Offer, to the customer no later than three business days after sending the EDI enrollment transaction. The sales agreement will provide the terms of service for the initial 12-consecutive-month billing cycle period and also provide information about how the terms may change after the initial 12-month period. This shall include the date by which the customer must take action to exercise his or her options at the end of the term.
- 4.5 **Enrollment and Program Reports to Commission.** In order to monitor the success of the Standard Offer Program, Duquesne Light will produce confidential reports, and each will be submitted to the Commission, the Office of the Consumer Advocate, and the Office of the Small Business Advocate. The reports will be submitted annually by July 15th for the twelve months ended May 31st. The Company shall also submit monthly information to the Commission. In order to obtain statistics to prepare these reports, each Standard Offer Supplier shall provide information on a monthly basis on the 10th day of the following month (or next business day) after the completion of each calendar month in the form of electronic reports to Duquesne Light, including, for each calendar month, information pertaining to the number of accounts that enrolled (i.e., EDI transactions) in the Standard Offer; the number of accounts that dropped from the Standard Offer Program during the month before the end of the 12-month Standard Offer Period, the number of accounts retained in the Standard Offer Program by the supplier at the end of the month and as of the most recent data for which such information is available, and the number of EDI transactions for non-Standard Offer service corresponding to customer which Duquesne Light referred to the Standard Offer Supplier at any time. Each of these numbers shall be reported separately by rate schedule. In each of its reports, Duquesne Light will provide monthly and summary information in total and by Standard Offer Supplier and will also include a summary of the costs that it incurred to develop and administer the Standard Offer Program. Standard Offer Suppliers must cooperate with Duquesne Light in the preparation of its monthly and twelve month reports to the Commission and the other parties listed above, as the case may be, and provide any other information that may be requested by Duquesne Light. Duquesne Light will provide a template for this reporting to facilitate compilation of data. Failure to comply with reporting requirements will lead to the loss of eligibility to participate in Duquesne Light's Program.
- 4.6 **Standard Offer Referral Term and Limitations.** The Standard Offer Program will be offered each month beginning August 16, 2013, through May 31, 2017, the end of Duquesne Light's Default Service Plan VII period (unless subsequently extended by the

Company with Commission approval). However, after the Program terminates, any customer already enrolled in the Program with a Standard Offer Supplier will be eligible to continue to receive service according to the terms and conditions of the Program throughout that customer's entire Standard Offer Period.

ARTICLE 5 OTHER TERMS AND CONDITIONS

- 5.1 **Agreement to Terms and Conditions.** By submitting an Application, the Standard Offer Supplier agrees to abide by the terms and conditions contained in the Program Rules and the Standard Offer Supplier Agreement, and to implement these terms and conditions in the contracts with the customers that the Standard Offer Supplier gains through this Program.
- 5.2 **Program Costs.** Each Standard Offer Supplier shall be charged a fee ("Customer Acquisition Fee") of \$10.28 during the Standard Offer for each EDI transaction submitted by the Standard Offer Supplier to Duquesne Light for the Standard Offer (as described in Section 4.1 of the Program Rules). Amounts due are payable within thirty days of the date of the invoice. If a Standard Offer Supplier fails to make the required payment, Duquesne Light may reduce the amount due to that Standard Offer Supplier from that Standard Offer Supplier's next Purchase of Receivable ("POR") payment by the Standard Offer Program amount due (but not from amounts that are subject to a bona fide POR payment dispute).
- 5.3 **Address for Submissions.** All submissions to Duquesne Light for this Program, unless otherwise communicated at a technical conference and subsequently posted to <http://www.customer-choice.com/StandardOffer/default.cfm>, shall be delivered via email to the following address: dlc_ssc@duqlight.com.
- 5.4 **No Unauthorized Modifications.** No interpretation or change to the Program Rules or Standard Offer Supplier Agreement shall be valid unless it is signed by a duly authorized representative designated by an Officer of Duquesne Light.
- 5.5 **Ownership of Program Materials.** All materials submitted to Duquesne Light pursuant to this Program shall be the property of Duquesne Light.
- 5.6 **Presentation and Formatting.** All information submitted by an Applicant must be in the English language.
- 5.7 **Costs.** Duquesne Light shall have no responsibility whatsoever with respect to the costs of any Applicant in considering or responding to this Program, including but not limited to any costs of preparing any materials submitted to Duquesne Light.
- 5.8 **Publicity.** Each Standard Offer Supplier understands and agrees that Duquesne Light does not participate in, nor does it allow, Standard Offer Suppliers to utilize media releases of any kind to publicize the Standard Offer Supplier's business relationship with Duquesne Light. Each Standard Offer Supplier shall not use any trade name, trademark,

service mark or any other information which identifies Duquesne Light in such Standard Offer Supplier's sales, marketing and publicity activities, including interviews with representatives of any written publication, or television or radio station or network, without Duquesne Light's express prior written consent. This prohibition, however, shall not be construed to prohibit publicity about this program. Standard Offer Suppliers may use the phrase "Standard Offer Program in Duquesne Light's service territory" without Duquesne Light's express consent.

- 5.9 **Disclaimer.** Duquesne Light makes no representations or warranties regarding the accuracy or completeness of the information contained in the Program Rules and its exhibits or any statements made by representatives of Duquesne Light. Each Applicant is responsible for making its own evaluation of information and data contained in the Program Rules. The issuance of the Program Rules and the receipt of information in response to the Program Rules shall not, in any way, cause Duquesne Light to incur any liability (whether contractual, financial or otherwise) to any Applicant. By submitting an Application, Applicant releases Duquesne Light, its affiliates, officers, employees, and agents from any and all claims, demands, actions, losses, liabilities, and expenses (including reasonable legal fees and expenses) (collectively, "Claims") relating to the Program Rules and agrees to indemnify Duquesne Light, its affiliates, officers, employees and agents from any Claims arising from any false representation or violation of the Program rules by Applicant.
- 5.10 **Not an Offer.** The Program Rules are designed to elicit responses to Duquesne Light's inquiry and is not an offer. The issuance of the Program Rules and the submission of Applicant's information do not create any obligation upon Duquesne Light, and Duquesne Light reserves the right to accept or reject any or all Applications received. Duquesne Light also reserves the right to amend, suspend, or terminate the Applications process at any time, without reason and without liability, and makes no commitments, implied or otherwise, that the submittal of an Application will result in a business transaction with one or more Applicants. No contract or other binding obligation on Duquesne Light will be implied unless and until an agreement has been executed on terms and conditions acceptable to Duquesne Light. Duquesne Light also reserves the right to not execute agreements with any or all Applicants should the Company determine, in its sole discretion, that such agreement would violate existing regulatory standards.
- 5.11 **Non-Conforming Applications.** Duquesne Light reserves the right to reject any Application at any time on the grounds that it does not conform to the terms and conditions of the Program Rules. Duquesne Light shall inform each Applicant of any deficiency in its Application, which will result in disqualification of the Applicant if such deficiency is not remedied within two business days after written notice.

STANDARD OFFER SUPPLIER APPLICATION

Name of Applicant:			
Contact:		Title:	
E-mail:		Phone:	
Address:	City:	State:	Zip Code:
<u>Phone number for SOP referrals:</u>			
<u>INSTRUCTIONS</u> A signed and scanned original of the Standard Offer Supplier Agreement must be attached to Applicant's original Application. All terms used herein have the meanings set forth in Duquesne Light's Standard Offer Customer Referral Program Rules and Supplier Agreement.			
As an officer of the Applicant, I certify that: (a) the Applicant is fully certified by Duquesne Light to provide coordination services in compliance with the Supplier Tariff; and (b) the Applicant will abide by all Standard Offer Program Rules and procedures. ☐ The Applicant agrees to make offers only to eligible Residential customers under the Program. ☐ The Applicant agrees to make offers only to eligible Small C&I customers under the Program. ☐ The Applicant agrees to make offers to both eligible Residential customers and eligible Small C&I customers under the Program.			
<u>SIGNATURE OF AUTHORIZED REPRESENTATIVE</u>			
I am an officer of the Applicant and certify that all of the information and certifications in this Application are true and acknowledge that this submission constitutes acceptance and agreement to all terms of the Standard Offer Customer Referral Program Rules.			
Signature:		Date:	
Name:		Title:	

STANDARD OFFER SUPPLIER AGREEMENT

This Agreement ("Agreement") is made as of _____, 201_ (the "Effective Date"), by and between _____ "Standard Offer Supplier" and Duquesne Light Company, a public utility authorized to supply electric service in the Commonwealth of Pennsylvania ("Duquesne Light") (each a "Party" and collectively "the Parties").

1. Definitions. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Amended and Restated Standard Offer Customer Referral Program Rules and Supplier Agreement dated (), 2015 (the "Program") and Duquesne Light's Electric Generation Supplier Coordination Tariff (the "Supplier Tariff").

- a) Duquesne Light is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with its principal corporate office in Pittsburgh, Pennsylvania. Duquesne Light is an electric distribution company under Pennsylvania law and provides electric delivery service to approximately 588,000 retail customers in Southwestern Pennsylvania. Duquesne Light is also the default service provider in its service area, and currently provides electric generation service to Residential customers and Small Commercial and Industrial ("Small C&I") customers.
- b) Standard Offer Suppliers are approved electric generation suppliers that submitted an application to Duquesne Light and met all the requirements of the Program Rules and application process.

2. Term. The "Term" of this Agreement shall commence on the Effective Date and shall conclude when this Agreement is terminated as provided in this Agreement.

3. Fixed Price to Customers. In accordance with the Program, for any given customer class to which the Standard Offer Supplier has agreed to make offers under the Program, the Standard Offer Supplier shall offer all interested customers who are eligible for the Program a fixed price ("Standard Offer Price"), in cents per kilowatt-hour, for electric generation service (including all components represented by Duquesne Light's Price-to-Compare) spanning twelve consecutive billing cycles (the "Standard Offer Period"). The fixed price to be offered to a given Residential or Small C&I customer by the Standard Offer Supplier must be seven percent (7%) lower than the Duquesne Light default service "Price-to-Compare" ("PTC") in effect at the time of the offer for the rate schedule applicable to that customer. Duquesne Light's PTC for each rate schedule within the Residential and Small C&I customer classes will be made available as required by Commission regulations. Once a customer is enrolled in the Program and therefore becomes a "Standard Offer Customer" with a Standard Offer Supplier, the Standard Offer Supplier must continue to provide that customer with service at the same fixed price until the end of the twelve consecutive billing cycles corresponding to that customer's Standard Offer Period or the time in which the customer switches to a different service offering, whichever is earlier.

4. Terms and Conditions. During the Term, the Standard Offer Supplier agrees that: (a) all Standard Offer Supplier billing for each Standard Offer Customer shall be Consolidated EDC Billing; (b) each Standard Offer Customer shall have the option to return to Duquesne Light default service or to switch to another EGS, or to the Standard Offer Supplier under a different offer (which may be the new Standard Offer Price being offered to customers, or which may be an offer that is not associated with the Standard Offer Program), at any time and without

incurring switching fees or other penalties; (c) only Duquesne Light shall be entitled to terminate service to Standard Offer Customers for non-payment of EGS charges under the terms of Duquesne Light's approved Purchase of Receivables program in the Supplier Tariff; (d) except as otherwise permitted in the Supplier Tariff, in no event may a Standard Offer Supplier discontinue service to a Standard Offer Customer before the end of the Standard Offer Period; (e) the Standard Offer Supplier shall provide notice prior to the end of the Standard Offer Period regarding any renewal and/or price change as required under the Supplier Tariff and/or Commission regulations, orders or Policy Statements; (f) customers interested in the Program may choose to be transferred to the Standard Offer Supplier of their choice or may choose to have Duquesne Light refer and transfer them to a Standard Offer Supplier using a fair and impartial process; (g) the Standard Offer Supplier shall not have the right to terminate service to its customers obtained through this Program because of a change in applicable rules, regulations, tariffs, or orders; and (h) the Standard Offer Supplier shall abide by the other terms and conditions specified in the Standard Offer Customer Referral Program Rules and with respect to any regulation or order of the Commission.

5. Representations and Warranties of Standard Offer Supplier. The Standard Offer Supplier represents and warrants that, on the Effective Date and throughout the Term: (a) the Standard Offer Supplier is fully certified by Duquesne Light to provide coordination services in compliance with the Supplier Tariff; and (b) the Standard Offer Supplier will abide by all Standard Offer Program Rules and by all provisions of the Supplier Tariff. The Standard Offer Supplier also represents and warrants that it shall not reject any customer from enrolling in the Program with the Standard Offer Supplier if the customer is eligible for the Program, was referred to the Standard Offer Supplier (as described in Section 4.2 of the Program Rules), requests to enroll in the Program, and is within a customer class to which the Standard Offer Supplier has agreed to make offers under the Standard Offer Program. The Standard Offer Supplier also represents and warrants that any Standard Offer Customer who is enrolled with the Standard Offer Supplier and who does not make an affirmative election with regard to its supply service effective at the end of that Standard Offer Customer's Standard Offer Period will be provided service by the Standard Offer Supplier in the form of a monthly product without any customer switching restrictions.

6. Standard Offer Referral Term and Limitations. The Program will be offered each month beginning ____ 1, 2015, through May 31, 2017, the end of Duquesne Light's Default Service Plan VII period (unless subsequently extended by the Company with Commission approval). However, after the Program terminates, any customer already enrolled in the Program with the Standard Offer Supplier will be eligible to continue to receive service from the Standard Offer Supplier according to the terms and conditions of this Agreement throughout that customer's entire Standard Offer Period.

7. Termination and Withdrawal from Supplier List. This Agreement may be terminated (i) by Duquesne Light upon written notice of a material breach of this Agreement by the Standard Offer Supplier; (ii) by Duquesne Light upon the termination of the Program; or (iii) by the Standard Offer Supplier upon written notice to Duquesne Light received at least ten days before the first day of the next calendar month, provided that the Standard Offer Supplier shall continue to provide service under the terms and conditions of this Agreement to any Standard Offer Customer who remains enrolled with the Standard Offer Supplier under the Program during the Standard Offer Period applicable to such customer. A Standard Offer Supplier shall be removed from Duquesne Light's Standard Offer Supplier list starting at the beginning of a given calendar month if the Standard Offer Supplier provides at least ten days written notice, but the Agreement shall not terminate except as provided in the preceding sentence.

8. Program Costs. Each Standard Offer Supplier shall be charged a fee (“Customer Acquisition Fee”) of \$10.28 during the Program for each EDI transactions submitted by the Standard Offer Supplier to Duquesne Light for the Standard Offer (as described in Section 4.1 of the Program Rules). Amounts due are payable within thirty days of the date of the invoice. If a Standard Offer Supplier fails to make the required payment, Duquesne Light may reduce the amount due to that Standard Offer Supplier from that Standard Offer Supplier's next Purchase of Receivable (“POR”) payment by the Standard Offer Program amount due (but not from amounts that are subject to a bona fide POR payment dispute).

9. Limitations. Notwithstanding any provision of this Agreement or the Program, the Standard Offer Supplier acknowledges that (a) the Standard Offer Supplier has obtained certain benefits from participating in the Program, but that Duquesne Light has made no representation regarding the number of customers (if any) the Standard Offer Supplier may obtain as a result of the Program, or the amount of electric load that will be required by such customers; (b) Duquesne Light has no obligation to provide electric supply other than default service in accordance with the Pennsylvania Public Utility Code to any customer that may be served by the Standard Offer Supplier in the event that the Standard Offer Supplier no longer serves that customer for any reason; and (c) the Standard Offer Supplier waives any right to claim any loss of business, consequential damage or any monetary or other direct damages from Duquesne Light of any kind whatsoever arising from or relating to this Agreement or the Program.

10. Indemnification. The Standard Offer Supplier shall indemnify, save and hold Duquesne Light harmless from and against any and all third party losses, costs, liabilities, damages and expenses (including, without limitation, attorneys’ fees and expenses) incurred or suffered as a result of or in connection with the Standard Offer Supplier’s material breach of this Agreement, failure to comply with any applicable laws, or intentional, negligent or willful misconduct.

11. Customer Notice of Terms and Conditions at First Contact. At the time of the first contact between the Standard Offer Supplier and the Standard Offer Customer, and before the Standard Offer Customer enrolls in the Program, the Standard Offer Supplier shall present to the customer the terms and conditions of the Standard Offer, including the pricing and other terms of service for the initial 12-consecutive-month billing cycle period, how the terms may change after the initial 12-month period, and the date by which the customer must take action to exercise his or her options at the end of the Standard Offer Period. The Standard Offer Supplier may not discuss any additional programs with the Customer during this call.

12. Consolidated EDC Billing. All Standard Offer Suppliers shall use Consolidated EDC Billing for customers who accept offers under the Program.

13. Customer Switching Options. Each customer shall have the option to return to Duquesne Light default service or to switch to another EGS, or to the Standard Offer Supplier under a different offer (which may be the new Standard Offer Price being offered to customers, or which may be an offer that is not associated with the Standard Offer Program), at any time and without incurring switching fees or other penalties.

14. Service Termination. Only Duquesne Light shall be entitled to terminate service to customers for non-payment of EGS charges under the terms of its approved Purchase of Receivables program. Except as otherwise permitted in the Supplier Tariff, in no event may a Standard Offer Supplier discontinue service to a customer who accepted its offer under the Program before the end of the Standard Offer Period.

15. Notice Requirements. All Standard Offer Suppliers must comply with all applicable notice requirements of the Pennsylvania Public Utility Commission.

16. Change in Rules, Regulations, Tariffs. Notwithstanding any language in the Supplier Tariff to the contrary, a Standard Offer Supplier shall not have the right to terminate service to its customers obtained through this Program because of a change in applicable rules, regulations, tariffs, or orders.

17. Other Provisions. This Agreement represents the entire Agreement between Duquesne Light and Standard Offer Supplier and no amendment of this Agreement will be valid unless in writing and signed by representatives of both parties. Each party represents that this Agreement is a legally valid and binding obligation enforceable against it in accordance with its terms, and that the execution, delivery and performance of this Agreement are within its powers and have been duly authorized by all necessary action and do not violate any terms and conditions in its governing documents, any contracts to which it is a party, or any applicable law, rule, regulation or order. Standard Offer Supplier may not assign this Agreement without Duquesne Light's consent. All notices required under this Agreement shall be provided to the parties and addresses listed directly below or to such other address as either party may designate from time to time by providing written notice to the other party. Nothing in this Agreement is intended to convey benefits, rights or remedies to any person other than Standard Offer Supplier and Duquesne Light, and no third party shall have the right to enforce the provisions of this Agreement, except that the Commission may enforce the provisions of this Agreement, the Program, the Supplier Tariff and any provision of the Pennsylvania Public Utility Code or Commission regulations applicable to this Agreement. This Agreement is not intended to create any partnership or joint venture between Duquesne Light and the Standard Offer Supplier, and neither party shall have the power to bind or obligate the other party. In the event that any provision of the Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are void or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either party. This Agreement shall be construed according to the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws provisions. In the event of any conflict between this Agreement, the Program, and the Supplier Tariff, this Agreement shall be controlling.

Duquesne Light Company

By: _____

Name: _____

Title: _____

Duquesne Light Company

c/o _____,

____ floor]

411 Seventh Avenue

Pittsburgh, PA 15219

Phone:

Fax:

Email:

[STANDARD OFFER SUPPLIER]

By: _____

Name: _____

Title: _____

[Company Name]

[Address]

Phone:

Fax:

Email: