Hawke McKeon & Sniscak LLP
ATTORNEYS AT LAW

Todd S. Stewart
(717) 236-1300 x242
tsstewart@hmslegal.com

100 North Tenth Street, Harrisburg, PA 17101 Phone: 717.236.1300 Fax: 717.236.4841 www.hmslegal.com

May 16, 2012

RECEIVED
2012 MAY 16 PM 4:19
PA PUC
SECRETARY'S BUREAU

VIA HAND DELIVERY
Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, Filing Room
Harrisburg, PA 17120

RE: Joint Petition of Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania for Power Company and West Penn Power Company For Approval of their Default Service Programs, Docket Nos. P-2011-2273650, P-2011-2273668, P-2011-2273669, P-2011-2273670; **REPLY BRIEF OF DOMINION RETAIL, INC.**

Dear Secretary Chiavetta:

Enclosed for filing with the Commission are the original and nine (9) copies of the Reply Brief of Dominion Retail, Inc. d/b/a Dominion Energy Solutions in the above-captioned docket. Copies of the Reply Brief have been served in accordance with the attached Certificate of Service.

Thank you for your attention to this matter. If you have any questions related to this filing, please contact the undersigned.

Very truly yours,

Todd S. Stewart
Counsel for Dominion Retail, Inc.

TSS/alh
Enclosures

cc: Honorable Elizabeth H. Barnes

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

JOINT PETITION OF METROPOLITAN EDISON COMPANY, PENNSYLVANIA ELECTRIC COMPANY, PENNSYLVANIA POWER COMPANY AND WEST PENN POWER COMPANY FOR APPROVAL OF THEIR DEFAULT SERVICE PROGRAMS	**Docket Nos.**	**P-2011-2273650** **P-2011-2273668** **P-2011-2273669** **P-2011-2273670**

REPLY BRIEF
OF
DOMINION RETAIL, INC.

RECEIVED
2012 MAY 16 PM 4:20
PA PUC
SECRETARY'S BUREAU

Todd S. Stewart
PA Attorney I.D. #75556
Hawke McKeon & Sniscak LLP
100 North Tenth Street
P.O. Box 1778
Harrisburg, PA 17105-1778
E-mail: tsstewart@hmslegal.com
Telephone: (717) 236-1300
Facsimile: (717) 236-4841

Counsel for Dominion Retail, Inc.

DATED: May 16, 2012

I. INTRODUCTION AND SUMMARY OF THE REPLY

A. Introduction

B. *Procedural History*

C. Burden of Proof

This case presents a unique opportunity to address the visionary goal of substantially increasing the competitiveness of Pennsylvania's retail electricity markets through a number of innovative programs. First Energy Corporation's ("First Energy" or the "Companies") filing will be the first opportunity the Pennsylvania Public Utility Commission ("Commission") will have to review a default service plan ("DSP") that was intended to comply with the Commission's groundbreaking Intermediate Work Plan Order ("IWP Order").[1] In addition to certain changes in procurement strategies, the IWP Order's focus is the implementation of two programs intended to migrate customers, in substantial numbers, to competitive supply on a voluntary basis. These programs are the Retail Opt-In auction ("ROI") and the Standard Offer Customer referral program ("SOR"). In its examination of all of these changes, however, the Commission should not lose sight of the forest on account of the trees. That is, the overarching goal – to develop a sustainable competitive market where all, or mostly all customers shop for electricity – should not be forgotten as we examine these specific attempts to get the market moving in that direction.

First Energy has proposed a plan that Dominion Retail mostly supports, with a few exceptions which were noted in its Main Brief. The intent of this Reply Brief is to respond to those arguments of other parties, and in some cases First Energy, that are contrary to Dominion Retail's views on how First Energy's plan should have been proposed and in what form it should be approved. As a general matter, Dominion Retail supports the supplier and customer load cap aspects of the ROI, supports the one-year nature of the product and the 5% discount off the Price

[1] *Investigation of Pennsylvania's Retail Electricity Market; Intermediate Work Plan*, Docket No. I-2011-2237952 (Final Order entered March 2, 2012).

to Compare ("PTC") calculated at the time of the bid. With regard to the ROI product, *Dominion Retail believes that a $50 per customer bonus should have been part of the product,* and with that bonus included, customers could have been asked to opt-in before the supplier auction. Dominion Retail also opposes First Energy's insistence on using a descending clock auction, particularly if suppliers are to pay the costs of the auction.

With regard to the referral program, Dominion Retail would propose that if the MAC charge is not approved, that the discount be lowered to something less than 5%. Dominion Retail also supports its own version of the MAC charge as discussed more fully in its Main Brief, as a means of creating the energy necessary to move customers from the inertial state that is default service. In short, Dominion Retail believes that a practical approach, with the goal of creating sustainable competition is the best approach.

II. DEFAULT SERVICE PROCUREMENT AND IMPLEMENTATION PLANS

A. Procurement groups

1. West Penn's Proposed Consolidation of Service Types 20 and 30

B. Residential and Commercial Class Default Service Procurement

1. Summary and Overview of Each Party's Position
2. Term of Contracts
3. Procurement Dates
   a) Number of Procurements Per Delivery Year
   b) Dates of Procurements Relative to Delivery Year
4. Laddering of Contracts Beyond June 1, 2015
5. OCA's Proposal to Continue the Use of Block Purchase Components With Spot Transactions for Residential Customers
6. The OCA's Proposed "Hold Back" for Retail Opt-In Auction
7. Procurement Method – Descending Price Clock Auction
8. Load Cap

C. Industrial Class Hourly-Priced Default Service

1. Summary and Overview of Each Party's Position

D. **Use of Independent Evaluator**

E. **AEPS Requirements**

1. Non-Solar Photovoltaic Requirements
2. Solar Photovoltaic Requirements

F. **Contingency Plans**

1. Full Requirements Products
2. AEPS Requirements

G. **Supplier Master Agreements**

1. Credit Requirements
2. Monthly Versus Weekly Settlements

III. RATE DESIGN AND COST RECOVERY

A. **Residential and Commercial Classes: Price to Compare Default Service Rider**

B. **Industrial Class: Hourly Pricing Default Service Rider**

C. **Market Adjustment Charge**

1. Summary and Overview of Each Party's Position
2. Position of Parties Opposed
3. RESA's Proposed Modification
4. Dominion's Proposed Modification

The Companies have proposed a Market Adjustment Charge ("MAC"). The MAC is a by-passible charge that would be imposed on non-shopping residential and commercial customers at a rate of 5 mils ($0.005) per Kwh and which would be recovered as part of the Price to Compare ("PTC"). The Companies' intention was that the MAC:

> [C]ompensate the companies for the risks they bare and the value they provide as default service providers, which are not currently recognized anywhere in the rates charged for default service and which otherwise constitute 'reasonable costs' to furnish default service as allowed for recovery by 66 Pa. C.S. § 2807(e)(3.9). (First Energy Main Brief "FE MB" at 40).

While Dominion Retail has taken no position on the Companies' suggestion that other jurisdictions have allowed these types of adders in order to fully compensate default service providers for the value they provide and the risks they bear as the provider of last resort,

Dominion Retail's witness, Mr. Butler, nonetheless supported the MAC charge as an appropriate mechanism for assisting in overcoming the bias favoring default service that currently exists in Pennsylvania's retail electricity markets. (Dominion Retail Statement No. 1 "DR. St. No. 1", pp. 8-10). Mr. Butler testified that the headroom provided by the MAC, under his proposed increase of the MAC charge to a one cent adder on a temporary basis, would allow marketers to provide discounts of a magnitude that will allow them to overcome the status quo bias of the current market. (DR. St. No. 1, p.10).

A number of parties, including the OCA, CAUSE-PA, the Industrial Intervenors, the OSBA, the Bureau of Investigation and Enforcement and others, contend that a MAC-type charge is not allowed by statute or regulation, and would result in a profit margin for First Energy, which according to their view of the Commission's regulations, is not permitted. It may be true that EDCs are not permitted to earn profit on the sale of electricity, but the Companies clearly have a statutory right to recover all of their expenses. 66 Pa. C.S. § 2807(e)(3.9). Nonetheless, if the MAC were implemented in the way suggested by Mr. Butler in his Direct Testimony (DR St. No. 1, pp. 8-10) both of these conditions would be satisfied. That is, the Companies would pass most of the revenue – those not used to directly compensate the Companies for a known and measurable costs – back to the customer in the form of a rebate on their distribution charges or in some other discreet charge that would not affect the PTC. First Energy would earn no profit and would recover its expenses. In other words, if the MAC charge is used as a market stimulus device it would not harm customers. (Id.)

In the configuration it proposes, Dominion Retail believes that the MAC could serve the useful purpose of allowing customers to experience the benefit of savings offers from suppliers as compared to the PTC, and would hopefully create a sufficient incentive for some of the customers who have been more reluctant to switch. At the same time, the MAC charge would

not result in any financial harm to customers because the Companies would only be compensated for those costs which they actually incur and all other dollars would be returned to the non-shopping customers outside the PTC.

Finally, Dominion Retail agrees with First Energy that the existence of the MAC charge would not cause suppliers to raise their prices to earn greater profits in the short term. Mr. Butler testified that suppliers should take advantage of the opportunity to build a sustainable customer base, because to do otherwise would not attract customers. (DR St. No. R-1, 6:1-4). The objective is to dislodge customers who so far have not switched despite the presence of offers that would save them money. If Suppliers merely raise their prices in response to a MAC and do not take the opportunity to increase the savings margin for customers, those customers will continue their indifference and the opportunity for sustainable switching will have been lost. Accordingly, Mr. Kahal's argument to the contrary should be disregarded.

D. Default Service Support Rider

1. Non-Market Based Transmission Charges
2. Generation Deactivation Charges
3. Unaccounted-For Energy Costs
4. Economic Load Response Charges
   a) Constellation's Proposal regarding Economic Load Response Charges to Load Resulting from PJM ELR Payments under FERC Order No. 745.

First Energy proposed to recover non-market based transmission charges ("NMB") through its Default Service Support Rider ("DSS Rider") on a non-bypassable basis. In addition to these charges, other parties have suggested the recovery of additional charges including unaccounted-for energy charges ("UFE"), generation deactivation charges and economic load response charges. The Companies support the inclusion of generation deactivation charges and UFE charges but opposes the recovery of economic load response charges through the DSS Rider.

Dominion Retail supports the Companies' view that the recovery of UFE and generation deactivation charges are appropriate. In fact, it was Mr. Butler who proposed the inclusion of the UFE, which was not included in the Companies' original proposal. UFE charges are not predicable, are not able to be hedged and are charged on a basis which is ideal to pass through to all customers rather than charging individual suppliers for their customers. Along with generation deactivation charges, these are allocated by PJM on a demand basis, they are non-market based and are assessed by PJM to preserve overall system reliability. It is appropriate to recover these charges on a non-bypassable basis from all customers. This allows these charges to be market-neutral, and does not create winners and losers based upon an EGS's ability to project such charges in the market place.

E. Solar Photovoltaic Requirements Charge Rider

F. Time Of Use Rate Proposals for West Penn and Penn Power

1. Summary and Overview of Each Party's Position
2. The OCA's Position
3. RESA's Proposal

G. Reconciliation of Default Service Costs and Revenues

1. Summary and Overview of Each Party's Position
2. The OCA's Proposal
3. The OSBA' s Proposal

First Energy has proposed to continue its quarterly reconciliation of the costs to provide default service and the default service revenues it receives from retail customers. The OCA recommended that costs and revenues be reconciled on a quarterly basis but that the net balance for each quarterly reconciliation be collected or refunded over a prospective twelve (12) month period instead of a prospective three (3) month period. The OCA believes that a rolling twelve (12) month average reconciliation would smooth the rate and cause less volatility, despite its having presented no substantial evidence to support that point. (OCA St. No. 1, pp. 49-50).

On behalf of the OSBA, Mr. Knecht proposed a migration rider as a secondary mechanism of adjusting the Companies' current reconciliation process which he believed is flawed. (OSBA St. No. 1, pp. 19-26). Under the migration rider concept proposed by Mr. Knecht, customers who switch from default service to a competitive supplier could be charged for the costs of default service for up to a year after they had switched to competitive service and likewise customers who switched from competitive service to default service could be excused by paying the migration rider charge or the e-factor, as it is more commonly known, for up to a full year after returning to default service. These types of migration riders have been used extensively in the natural gas industry in Pennsylvania and according to Dominion Retail's witness have been largely responsible for the lack of competition in that market place. (DR St. No. R-1, pp. 13-14). As discussed in Dominion Retail's Main Brief, migration riders are illegal in Pennsylvania in the electric industry because they violate 66 Pa. C.S. § 2807(e)(3.8) which requires that new customers be treated exactly as customers who return to default service. By excluding certain customers who return to default service from paying for default service after they switch back from shopping, Mr. Knecht's proposal would treat those customers differently from new customers, thus violating the provision. Mr. Knecht's proposal also violates the express requirements of the Commission's regulations at 52 Pa. Code § 54.187 which require that default service costs be recovered only from default service customers and be recovered only through the PTC. Recovering default service costs from customers after they have switched clearly and blatantly violates this provision. (DR MB p. 14). There is no legal means to cure this violation or preserve the structure of the migration rider. That is, the whole concept of the migration rider is premised on the fact that the customers pay for default service costs after they migrate, which is contrary to the statute and regulations. Accordingly, Mr. Knecht's migration rider, a solution in search of a problem, should be rejected out of hand.

H. Other Tariff Changes (Conforming West Penn to Other Companies)

IV. COMPETITIVE MARKET ENHANCEMENTS

A. Retail Opt-In Aggregation Program

The Companies have proposed a ROI in keeping with the Commission's IWP Order. The Companies' proposal, which varies in a few significant areas from the IWP Order's structure, would have EGSs bidding in an auction to provide competitive retail service to up to fifty-percent (50%) of the Companies' residential default service customers at a price that was at least five-percent (5%) below the applicable PTC on the date of the solicitation. The Companies had proposed that the auction be conducted after their January 2013 default service supply procurement but prior March 2013 and that customers would be solicited to participate after the auction, and after the offers of the participating suppliers were known. The Companies propose to allow customers who enroll in the ROI to return to default service or shop at any time during the term of the contract (12 months), without penalty, but that if customers left they would not be able to return to the ROI program. (First Energy Statement No. 7, Page 26-27). At the end of the opt-in program, customers would receive the standard two (2) customer notices; that is, they would be treated like any other customer that had shopped. First Energy had proposed that the costs of this program be recovered from all customers through DSS Rider. (First Energy Statement No. 7, Page 27). The twelve (12) month product proposed by First Energy would be at a minimum a five-percent (5%) discount but would include no bonus payment. Dominion Retail has advocated that a bonus payment of at least fifty dollars ($50) be included in the offer. (DR St. No. 1, pp. 4-5).

Various parties have lined up in various ways on the issues concerning the ROI. Dominion Retail for its part, disagrees with the Companies with regard to the product (Dominion Retail supports a bonus), and with regard to the timing of the auction (Dominion Retail believes

that the opt-in enrollment should be held before the supplier auction to allow greater certainty for suppliers and hence lower price bids). Dominion Retail supports the fifty-percent (50%) supplier participation cap, the fifty-percent (50%) customer participation cap, the one-year product versus a shorter term or longer term product, the five-percent (5%) discount, and the end of contract termination provisions, but opposes the Companies' proposal to hold the auction prior to notifying customers and requiring customers to opt-in. Dominion Retail believes that the use of the fifty dollar ($50) bonus coupled with the five-percent (5%) discount would be adequate to entice customers to participate in the program while at the same time would provide the suppliers with a better opportunity to provide a more competitive price for customers because it would eliminate the guess work that would be involved in figuring out how many customers might actually participate in the auction, which could have a significant impact on the prices bid by suppliers to serve those customers. In other words, Mr. Butler testified that it would bring better value to customers to hold the auction after customers opt-in so that suppliers would have a known number of customers for whom to bid. Moreover, Mr. Butler believes that the fifty dollar ($50) bonus is essential to creating the type of excitement that is necessary for this type of program to proceed. Without the fifty dollar ($50) bonus, this would just be another offer from suppliers that would be a discount off of the PTC, which Mr. Butler does not believe would be adequate to entice them to currently non-moving customers into the competitive market, which he believes is the goal of the ROI. (DR. St. No. 1, pp. 4-5).

Accordingly, Dominion Retail opposes the Companies' proposal not to include the bonus and opposes the Companies' and others proposal to hold the auction before customers are asked to opt-in. Of particular note, is the OCA's proposal to limit participation of customers to twenty-percent (20%). This limitation, in Dominion Retail's view, dooms the program to failure before it starts. The intention of the ROI is to provide an opportunity to transition large numbers of

customers who heretofore have not engaged in the competitive market and to move them into the competitive market away from default service so that default service is no longer the primary option for these customers. Ms. Alexander's proposal would substantially limit that participation and would result in failure before the program even started. Ms. Alexander's primary concern in proposing the twenty-percent (20%) cap does not appear to be with the retail opt-in auction program itself, but rather with the risk to wholesale bidders who would bid on the Companies' default service supply. Ms. Alexander cites no empirical evidence for this proposition, but rather suggests that the bidders into the default service supply auction may perceive fifty-percent (50%) is too great of a risk and may add a premium. Dominion Retail contends that this concern is exaggerated. Those wholesale suppliers will have had ample notice of the program and will certainly not be surprised when the customers migrate. Accordingly, her twenty-percent (20%) fail-before-you-start proposal should be rejected.

Conversely, Dominion Retail strongly supports a fifty-percent (50%) supplier participation load cap. First Energy Solutions ("FES") through its witness Mr. Banks, had proposed that there be no cap on the amount of load any single supplier could serve, opening the possibility that a single supplier could obtain all customers. If the Companies did not cap the participation, as an alternative Mr. Butler recommended that the Companies' affiliates not be permitted to participate in the program. Mr. Butler's primary proposal, however, was a twenty-five percent (25%) load cap on suppliers because, Mr. Butler believes the diversity amongst suppliers is significant and an important goal of the ROI. (DR. St. SR-1, pp. 9-10). However, in his Surrebuttal Testimony, Mr. Butler accepted the Companies' proposal made by Mr. Fullem in his Rebuttal Testimony of a fifty-percent (50%) supplier load cap. Nonetheless, FES found it necessary to devote multiple pages to addressing Mr. Butler's fall-back proposal, that he withdrew, that if no appropriate load caps were implemented that affiliated company suppliers

not be permitted to participate in either the ROI or the standard offer referral program. If it is FES' intention to keep this issue alive, Dominion Retail reiterates is position that if appropriate load caps are not in place that would prohibit any supplier from serving more than 50% of the load, no affiliate supplier, including FES, should be permitted to participate in either of these programs, because the affiliate has the greatest name recognition in the service territory of its affiliated EDC, and has the greatest competitive advantage in that marketplace. Otherwise, Dominion Retail agrees with the First Energy plan as modified.

Mr. Butler believes that the fifty dollar ($50) bonus is a critical element of encouraging customers to participate in the ROI. Mr. Fullem's argument notwithstanding, a total of two bonus payment type offers in the market does not compare in shear volume with the plethora of companies that offer discounts off of the price to compare. Accordingly, his argument that a fifty dollar ($50) bonus should be rejected because it is not unique, is factually wrong, is misplaced and should be rejected. As the Commission found in its IWP Order, the fifty dollar ($50) bonus is an attractive element which will draw customers to the program. Accordingly, Dominion Retail's recommendation of the fifty dollar ($50) bonus should be implemented and the Companies' "no bonus" plan should be rejected.

1. Summary and Overview of Each Party's Position
2. Customer Eligibility
   a) Small Commercial and Industrial
   b) Shopping Customers
3. Program Length
4. Timing of Solicitation and Auction
5. Timing for Providing Full Terms and Conditions to Customers
6. Customer Participation Cap
   a) Summary and Overview of Each Party's Position
   b) The Companies' Proposal (50%)
   c) The OCA's Proposal (20%)

7. Supplier Participation Load Cap
   a) Summary and Overview of Each Party's Position
   b) The Companies' Proposal
   c) Dominion Retail's Proposal
   d) RESA's Proposal
8. Composition of Product Offer
   a) Discount from PTC
   b) "Bonus" Payments
   c) Provision of Standard Contracts Specifying All Terms and Conditions of Service
9. RESA's Proposal to Conduct Testing of Various Marketing Channels before Implementing the Program
10. Customer Options on Program Expiration and Notices to Customers of Contract Expiration
11. Structure of Opt-In Auction – Descending Price Clock Auction versus sealed Request for Proposals

The Companies have proposed to conduct the ROI using a Descending Clock Auction ("DCA"). Dominion has opposed this proposal because it will add significant additional expense to the process and because DCAs are not always the most effective at providing the best price for the market in general. (DR. St. No. SR-1, p. 6). In contrast, Mr. Butler has recommended the use of a sealed bid process which he testified is significantly less expensive, which is a factor because customers are being expected to bear the financial burden of these programs. Mr. Butler believes that a sealed bid, which requires a supplier to present their best offer and live with that offer, will allow for greater supplier diversity in the ROI and a more cost-effective methodology and urges rejection of the Companies' proposed DCA. (Id.)

12. Recovery of Costs
   a) All customers versus EGSs
   b) Recovery through the Market Adjustment Clause as Proposed by RESA
   c) Form of Recovery if EGSs to be responsible for all costs

B. Standard Offer Customer Referral Program (CRP)
1. Summary and Overview of Each Party's Position
2. Customer Eligibility (Non-CAP)

3. Term of the Standard Offer Product and Length of 7% Discount
4. Recovery of Costs
   a) All Customers versus EGSs
   b) Recovery through the Market Adjustment Clause as Proposed by RESA
   c) Form of Recovery if EGSs to be responsible for all costs
5. Constellation's Proposal to Require Customers to "Opt-In" in Order to Be Eligible to Participate
6. The OCA's Proposal to Sequence the Implementation of the Customer CRP
7. RESA's Proposal to allow the Standard Offer Customer Referral Program to Displace the New/Moving Customer Referral Program.
8. Limiting Participation By Low-Income Customers In Proposed Retail Market Enhancements.
   a) CAUSE-PA's Proposal
   b) The OCA's Proposal

The Companies' Standard Offer Customer Referral Program, as modified in its Rebuttal Testimony, currently proposes a twelve (12) month fixed price product that would be at least seven percent (7%) less than the PTC posted at the time of the offer. Customers would be able to choose to be assigned to a specific EGS or be assigned to an EGS by random assignment. The Companies have proposed that CAP customers should be eligible to participate in these programs, and have proposed that the cost of the program be borne by all customers. The Companies have proposed that only residential customers be permitted to participate.

Dominion Retail has supported the Companies' modified Standard Offer Program, and submit that the parameters outlined in Mr. Fullem's Rebuttal Testimony are largely acceptable and adequate. The one caveat would be that Mr. Butler testified that if the Company's MAC charge is not approved that the discount should be reduced to five percent (5%) as opposed to seven percent (7%). (DR St. No. 1-SR, p. 4). Dominion Retail has opposed the Companies' proposal to recover costs of this program from suppliers on a $100,000 upfront payment from

participating EGSs believing that it would be more appropriate to recover the cost of the program, if EGSs are to be responsible, on a per-switch, per-customer basis.

Constellation proposed, as discussed more fully in Dominion Retail's Main Brief (DR. MB p. 27), that customers be required to opt-in prior to the actual implementation of the referral program. Dominion Retail stated in its Main Brief that such proposal is unrealistic, since customers would have no understanding of what they were be asked to agree to prior to having the program explained to them, and that it seems more likely to be a means of inhibiting the efficacy of the SRO. That is, for purposes of logistics it would make no sense to ask customers to opt-in before they knew that the program even existed. Accordingly, Constellation's proposal should rejected. Likewise, Dominion Retail rejects the OCA's, through its witness Ms. Alexander's, proposal that the Standard Offer Program be deferred until well after the implementation of the ROI. There is no basis to do so.

C. OPERATIONAL ISSUES

D. System "Enhancements" Proposed by Constellation

E. RESA's Proposal that that Companies Investigate Implementing a Secure, Web-Based System to Provide EGS Electronic Access to Customer Usage and Account Data

V. AFFILIATED INTEREST APPROVAL

A. Approval of Contracts under Chapter 21 as Requested in the Joint Petition

VI. CONCLUSION

Dominion Retail generally supports the DSP proposal in this case, as modified in subsequent rounds of testimony and as modified by Mr. Butler's recommendations. Accordingly, it respectfully requests that the Plan, and as proposed to be modified by its recommendations in its testimony, and briefs, be approved by the Commission.

Respectfully submitted,

Todd S. Stewart, Attorney I.D. No. 75556
Hawke McKeon & Sniscak LLP
P.O. Box 1778
100 N. Tenth Street
Harrisburg, PA 17105-1778
(717) 236-1300
(717) 236-4841 (fax)
tsstewart@hmslegal.com
Counsel for Dominion Retail, Inc.,

RECEIVED
2012 MAY 16 PM 4: 19
PA PUC
SECRETARY'S BUREAU

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the parties, listed below, in the manner indicated below, and in accordance with the requirements of 52 P.A. Code §1.54 (relating to service by a party).

VIA EMAIL AND FIRST CLASS MAIL

JOHNNIE E SIMMS ESQUIRE
CHARLES D. SHIELDS, ESQUIRE
PA PUC BUREAU OF
INVESTIGATION AND
ENFORCEMENT
PO BOX 3265
HARRISBURG, PA 17105

IRWIN A POPOWSKY ESQUIRE
AARON BEATTY, ESQUIRE
DARRYLE LAWARENCE, ESQUIRE
OFFICE OF CONSUMER ADVOCATE
5TH FLOOR FORUM PLACE
555 WALNUT STREET
HARRISBURG, PA 17101-1923

TERRY SNEED
DANIEL G. ASMUS, ESQUIRE
OFFICE OF SMALL BUSINESS
ADVOCATE
SUITER 1102 COMMERCE
BUILDING
300 NORTH SECOND STREET
HARRISBURG, PA 17101

THOMAS P GADSDEN ESQUIRE
MORGAN LEWIS & BOCKIUS LLP
1701 MARKET STREET
PHILADELPHIA, PA 19103-2921

DANIEL CLEARFIELD ESQUIRE
DEANNE M O'DELL ESQUIRE
ECKERT SEAMANS CHERIN &
MELLOT LLC
213 MARKET STREET 8TH FLOOR
PO BOX 1248
HARRISBURG, PA 17108-1248

CHARIS MINCAVAGE ESQUIRE
SUSAN E BRUCE ESQUIRE
MCNEES WALLACE & NURICK
100 PINE STREET
PO BOX 1166
HARRISBURG, PA 17108

BRIAN J. KNIPE, ESQUIRE
BUCHANAN INGERSOLL & ROONEY
PC
17 NORTH SECOND STREET, 15TH
FLOOR
HARRISBURG, PA 17101-1503

REGINA L. MATZ, ESQUIRE
THOMAS, LONG, NIESEN & KENNARD
212 LOCUST STREET, SUITE 500
PO BOX 9500
HARRISBURG, PA 17108

RECEIVED
2012 MAY 16 PM 4:20
PA PUC
SECRETARY'S BUREAU

BRADLEY A. BINGAMAN
TORI L. GEISLER
FIRSTENERGY SERVICE COMPANY
2800 POTTSVILLE PIKE
PO BOX 16001
READING, PA 19612-6001

PATRICK M. CICERO, ESQUIRE
PENNYSLVANIA UTILITY LAW PROJECT
118 LOCUST STREET
HARRISBURG, PA 17101

BENJAMIN L. WILLEY, ESQUIRE
LAW OFFICES OF BENJAMIN L. WILLEY
7272 WISCONSIN AVENUE
SUITE 300
BETHESDA, MD 20814

MICHAEL A. GRUIN, ESQUIRE
STEVENS & LEE
17 NORTH SECOND STREET, 16TH FLOOR
HARRISBURG, PA 17101

DIVESH GUPTA
MANAGING COUNSEL- REGULATORY
CONSTELLATION ENERGY
100 CONSTELLATION WAY
SUITE 500C
BATIMORE, MD 21202

TREVOR D. STILES, ESQUIRE
FOLEY & LARDNER LLP
777 E. WISCONSIN AVE
MILWAUKEE, WI 53202

Todd S. Stewart

Dated this 16th day of May, 2012

RECEIVED
2012 MAY 16 PM 4:20
PA PUC
SECRETARY'S BUREAU