

**Brian J. Knipe**  
717 237 4820  
brian.knipe@bipc.com

409 North Second Street,  
Suite 500  
Harrisburg, PA 17101-1357  
T 717 237 4800  
F 717 233 0852  
www.bipc.com

January 7, 2013

**VIA E-FILING**

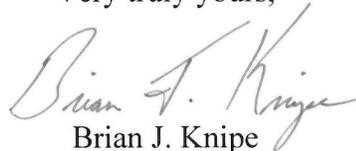
Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

Re: *Petition of PECO Energy Company for Approval of its Default Service Program,*  
Docket No. P-2012-2283641

Dear Secretary Chiavetta:

On behalf of FirstEnergy Solutions Corp., I have enclosed for electronic filing the *Replies of FirstEnergy Solutions Corp. to Comments of Other Parties on PECO Energy Company's Revised Default Service Plan Compliance Filing and Exhibits*. Copies of this document have been served in accordance with the attached Certificate of Service.

Very truly yours,



Brian J. Knipe

For BUCHANAN INGERSOLL & ROONEY, P.C.

BJK/kra

Enclosures

cc: The Honorable Dennis J. Buckley (via Email and First Class Mail)  
Certificate of Service

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of PECO Energy Company For : Docket No. P-2012-2283641  
Approval of Its Default Service Program :

**REPLIES OF FIRSTENERGY SOLUTIONS CORP. TO COMMENTS  
OF OTHER PARTIES ON PECO ENERGY COMPANY'S  
REVISED DEFAULT SERVICE PLAN  
COMPLIANCE FILING & EXHIBITS**

FirstEnergy Solutions Corp. ("FES"), by its attorneys, hereby files its Replies to the Comments of other parties on the Revised Default Service Plan Compliance Filing & Exhibits ("Revised Plan") filed by PECO Energy Company ("PECO"). PECO, to facilitate the Commission's consideration of the Revised Plan, proposed that the Commission set a deadline of December 27, 2012 for parties to file comments on the Revised Plan, and a deadline of January 7, 2013 for parties to file replies to other parties' comments. Revised Plan Paragraph 27. FES supports PECO's proposed deadlines and requests that the Commission approve them.

Consistent with PECO's proposed deadlines, FES submitted Comments on December 27, 2012. Other parties filing Comments on the Revised Plan included the Office of Consumer Advocate ("OCA"), the Office of Small Business Advocate ("OSBA"), Dominion Retail, Inc. d/b/a Dominion Energy Solutions ("DES") and Interstate Gas Supply, Inc. ("IGS") (collectively, "DES/IGS"), and the Retail Energy Supply Association ("RESA"). FES submits these Replies to some of the Comments of these other parties.

**I. INTRODUCTION**

FES opposes RESA's proposal to redesign the products offered by electric generation suppliers ("EGSs") participating in PECO's Standard Offer Program and Opt-In Competitive Offer Program ("Opt-In Program"). Redesigning PECO's retail market enhancement ("RME")

programs is well beyond what the Commission's Orders directed the parties to do in the collaborative. RESA's recommendations advance the same product designs that RESA advocated in the litigation stage of this proceeding, and which the Commission rejected in its Opinion and Order entered October 12, 2012 ("October 12 Order"). The October 12 Order is now final, and RESA has given the Commission no grounds to amend it. RESA is essentially inviting the Commission and parties to adopt RESA's litigation position, only with customers and EGSs bearing RME program costs 50-50. Contrary to RESA's suggestion, modifying the RME program products as it suggests would drive the parties further from consensus, not toward it.

The Commission should also reject the OCA's proposal to require EGSs participating in the Opt-In Program to track and report the number of customers that remain in the program each month, for the duration of the program. While tracking and reporting this data has benefits in the context of an ongoing program such as the Standard Offer Program, it does not have the same benefits in the context of a one-time program like the Opt-In Program and imposes an unnecessary burden on EGSs.

In addition, the Comments of the OCA and the OSBA are too quick to dismiss the directive in the Commission's Opinion and Order entered November 21, 2012 ("November 21 Order") that the parties consider the possible responsibility of customers for a portion of costs of the RME programs. It is not enough to assert that the subject was considered and rejected and move on. The October 12 Order recognizes that resolving the cost recovery issue is essential to the success of the RME programs. Contrary to the OCA's and OSBA's suggestions, the Commission's intent in adopting the RME programs — indeed its intent in every action it takes — is to benefit customers. In its Comments, FES offered proposals for the sharing of limited

RME program costs with customers, while keeping primary responsibility for costs with EGSs, and FES urges the Commission to adopt these proposals.

FES also disagrees with any implication in the OSBA's Comments that the October 12 Order provides grounds to conclude that small business customers are ineligible to participate in the Standard Offer Program. This issue is fully addressed by a separate Petition filed by RESA, and therefore, FES will not discuss at length the reasons why small business customers should be included in the Standard Offer Program. However, FES will merely observe that the Commission intended to address the issue in its October 12 Order, and its omission to do so provides no grounds to infer that the Commission did not intend to include small business customers in the Standard Offer Program.

FES supports a number of RESA's recommended modifications to provisions in PECO's proposed Opt-In Program documentation, attached to the Revised Plan as Exhibit D, and Standard Offer Program documentation, attached to the Revised Plan as Exhibit E. These changes will ensure the RME programs are fair and do not deter EGS participation, and that customers participating in the RME programs are treated no differently than other shopping customers.

## **II. REPLIES TO COMMENTS**

### **A. RESA's Proposal to Redesign the Products Offered in PECO's RME Programs Should Be Rejected.**

Although the design of the products offered by EGSs participating in the Opt-In Program and Standard Offer Program was established by Commission Order nearly three (3) months ago, RESA's Comments propose to redesign the products. RESA would redesign the Opt-In Program to include a 6-month initial price guaranteed to be 5% below "the PTC [price-to-compare] in

effect during the term,”<sup>1</sup> followed by another 6-month fixed price set by each EGS, and a bonus payable after only 3 months. RESA would redesign the Standard Offer Program to include a 4-month introductory price guaranteed to be 7% below the PTC, followed by an 8-month price set by each EGS. RESA proposes these product design modifications “in exchange” for customers sharing 50% of the costs of the RME programs. RESA Comments at 10-11. This proposal must be rejected for several reasons.

First, the proposal is well beyond the scope of the collaborative. The Commission’s directive was for the collaborative to address (1) the role of the independent monitor, Opt-In Program EGS selection and customer assignment consistent with the Commission’s approved Opt-In Program design, (2) the Opt-In Program EGS application and form agreement, and (3) how participating EGSs or customers will pay for the costs of PECO’s approved RME programs. October 12 Order at 91, 106-07, 148. The Commission’s directive was for the parties to focus on addressing details and implementing the RME programs as ordered by the Commission in the October 12 Order, not revisit their basic design. Proposing the complete redesign of the products at this late stage of the proceeding is counterproductive to the enumerated purposes of the collaborative.

Second, RESA’s proposal is a transparent attempt to advance the same product design it advanced in the litigation stage of this proceeding. In litigation, RESA advocated a 6-month Opt-In Program product, see RESA Reply Brief at 33, and a 12-month Standard Offer consisting of a 4-month fixed price introductory offer followed by an 8-month price set by the EGS, see RESA Main Brief at 71-73. In other words, RESA is inviting the Commission and parties to adopt RESA’s litigation position, with 50-50 cost sharing between EGSs and customers. RESA

---

<sup>1</sup> RESA stops short of promising guaranteed savings in exchange for 50-50 cost sharing with customers. Rather, RESA promises only that if customers share in 50% of the costs, “such a result may be possible.” RESA Comments at 10 (emphasis added).

characterizes its proposal as a “reasonable compromise” that is somehow different than RESA’s “primary positions regarding the design of the RME programs,” RESA Comments at 11. However, RESA’s proposal is not a compromise on program design, since its only concession is on cost recovery. While FES agrees with RESA that customers should share in the costs of these programs, this proposed change in product design is not necessary to achieve that goal. Further, there is no indication in the October 12 Order that the Commission intended the collaborative process to be used to advance positions the Commission already rejected.

Third, the Commission’s October 12 Order in fact rejected the product designs advanced by RESA. October 12 Order at 91, 114. The October 12 Order is now final, and RESA’s proposal amounts to a request to the Commission to amend it. To amend a final Order, however, RESA must petition the Commission with new and novel arguments, not previously heard, or considerations which appear to have been overlooked or not addressed by the Commission. *Philip Duick v. Pennsylvania Gas and Water Company*, 56 Pa. P.U.C. 553 (1982). Putting aside procedural improprieties and a lack of due process implicated by RESA’s recommendation, RESA’s Comments raise nothing new or overlooked. By now the Commission has heard every available argument in favor of several competing proposals for RME program product designs advocated by various parties, and has rejected all but those adopted in its October 12 Order and November 21 Order. While every party, including FES, wants something about the program design to be different,<sup>2</sup> the parties must accept the Commission’s Orders if there is to be finality in this proceeding.

---

<sup>2</sup> For example, if the Commission were to expand the scope of PECO’s collaborative to entertain competing proposals for the design of PECO’s Opt-In Program, FES would again advocate, among other things, a single price for the full 12-month term, disclosure of all terms and conditions of service to customers prior to enrollment, and that the price be “at least” 5% below the PTC and established through a bidding competition among EGSs.

RESA implies that amendment is appropriate because its proposed redesign of the RME program products is intended to address not its own concerns, but those of the OCA. RESA Comments at 10. The OCA's Comments, however, never even mention redesigning the RME program products at this stage of the proceeding. While RESA asserts that modifying the program structure is somehow an attempt "to obtain a consensus," RESA Comments at 8, there is no reason to believe that redesigning the programs to match RESA's litigation position will have that effect. If this were the case, a consensus on the design of RME program products would have been reached months ago. Moreover, RESA does not account for the position of the OSBA, at least with respect to the Opt-In Program, in which the Commission has determined that small business customers will participate. Also, throughout this proceeding FES has opposed RESA's proposal for shortened, introductory RME program products because they will not lead to successful RME programs. As a result, it is more likely that redesigning the programs as RESA recommends will drive the parties further from a consensus.

Finally, RESA's proposed redesign of the RME program products appears to be impractical when considered with other components of PECO's DSP II as set forth in the October 12 Order. For example, RESA recommends redesigning the Opt-In Program product to offer an initial "5% guaranteed savings from the PTC in effect during the [6-month] term." RESA Comments at 10. However, the October 12 Order directed quarterly reconciliation of PECO's PTC, October 12 Order at 56, and FES does not understand RESA to be proposing a fluctuating percent-off price for the initial 6 months, but rather a fixed price. Thus, either RESA is proposing to suspend quarterly reconciliation during the 6-month Opt-In Program term, or its product may not ensure that participating customers receive guaranteed savings for the entire term. Although RESA's professed intent is to exchange "guaranteed savings" for a cost-sharing

mechanism, its proposal fails to ensure “guaranteed savings,” and should be given no consideration.

Because RESA’s proposal to redesign the RME program products is well beyond the scope of the collaborative, is not a “compromise” in any sense of the word, is impractical, and is contrary to the Commission’s final October 12 Order, it should be rejected.

**B. The OCA’s Recommendation to Require EGSs to Track and Report Monthly Customer Participation in the Opt-In Program Should Be Rejected.**

The OCA’s Comments propose an additional EGS reporting requirement for PECO’s Opt-In Program. Specifically, the OCA recommends requiring participating EGSs to track the number of customers that remain in the program each month, for the duration of the program. According to the OCA, this information would assist the Commission, electric distribution companies (“EDCs”) and advocates in education efforts and assist EGSs in developing products. The OCA further explains that the Revised Plan requires EGSs to report similar information in connection with the Standard Offer Program. OCA Comments at 3-4.

While tracking and reporting monthly participation data may be beneficial for evaluating the success of the Standard Offer Program, the burden of tracking and reporting such data for the Opt-In Program is not outweighed by any benefits to be achieved therefrom. While the Standard Offer Program is an ongoing program, the Opt-In Program is a one-time event. Therefore, there is no educational value to be gained from tracking and reporting this data for the Opt-In Program. Nor would requiring EGSs to track this data help them in developing products. EGSs conduct their own research into what products are valuable to customers. Finally, to the extent an EGS chooses to track this data, EGS participation in any RME programs will be adversely

impacted if the programs require EGSs to divulge competitively sensitive data to EDCs or other EGSs.

Further, the OCA's recommendation does not relate to the legitimate purpose of the reporting requirement in Section 6.5 of the Opt-In Program Rules. This Section, as well as Subsection 6.5.1, which requires EGSs to confidentially report to PECO, and in turn the Commission, the OCA and the OSBA, the number of accounts that accepted the offer package, is intended to facilitate implementation of the 50% customer participation cap. Because customers will accept Opt-In offers by directly contacting the EGS, not PECO, this reporting mechanism is necessary for PECO to monitor compliance with the Commission's customer participation cap. The confidential report is not intended to be used in the design of future programs, consumer education efforts, or EGS product development. Because the OCA's additional reporting requirement would not serve any similarly legitimate purpose, and may discourage EGS participation, the OCA's recommendation should be rejected.

**C. The November 21 Order Recognizes That Recovery of Some RME Program Costs From Customers Is Important to the Success of the RME Programs.**

The OCA and OSBA maintain that costs of the RME Programs should be recovered exclusively from EGSs. According to the OCA, the Commission's November 21 Order "stated...that the parties consider cost responsibility of EGSs and possibly customers in a collaborative process." The OCA explains that "[t]he matter was considered, and no consensus was reached." OCA Comments at 5-6 n.1. Similarly, the OSBA's Comments emphasize that the November 21 Order required "consideration of the possibility that customers may be responsible for some program costs." OSBA Comments at 5 (emphasis in OSBA Comments). These Comments appear to suggest that the November 21 Order merely required that the subject be

raised, and nothing more. That is, if the subject was raised and dismissed (even by these same parties), the November 21 Order should be deemed satisfied, and the next logical step is to impose all costs on EGSs.

These parties cannot be allowed to dismiss the requirements of the November 21 Order and October 12 Order so easily. The Commission's Orders were not so tepid in their support for recovering some costs from customers as the OCA and OSBA suggest. To the contrary, in its October 12 Order, the Commission recognized that resolution of cost recovery issues "is the cornerstone to the success of these programs." October 12 Order at 148. The recovery of some portion of costs from customers is important to the success of the RME programs and deserves serious consideration. FES's Comments proposed a cost-sharing approach that FES believes is consistent with the requirements of the Commission's Orders, and FES requests that its proposals be adopted.

FES also strongly disagrees with any suggestion by these parties that EGSs are the "primary beneficiaries of the RME Programs," OCA Comments at 5, or that "the costs of these programs should only be recovered from the EGSs who will benefit from the programs," OSBA Comments at 4. The Comments of DES/IGS succinctly identify the benefits of the RME programs to customers: "the RME Programs will provide benefits not only to EGSs, which seems to be a universally held belief, but also to the market and customers more generally, because these programs are designed to create a robust competitive market for electricity supply." DES/IGS Comments at 2. The arguments of the OCA and OSBA ignore the simple fact that the very intent behind the entire Retail Markets Investigation, and every initiative arising from it, is to benefit customers. Indeed, one is hard pressed to identify any action the Commission takes which is not taken for the purpose of benefitting customers. Any notion that

the Commission developed the RME programs solely to benefit EGSs, without the intent to benefit customers, must be dismissed once and for all.

For the above reasons and those stated in its Comments, the cost recovery proposal set forth by FES in its Comments should be adopted.

**D. The Commission Has Not Resolved the Issue of Participation By Small Business Customers in the Standard Offer Program.**

The OSBA's Comments assert, in a footnote, that "[i]n contrast" with the Commission's redesign of PECO's Opt-In Program, "the DSP II Order did not direct that small business customers be eligible to participate in the 'Standard Offer Program.'" OSBA Comments at 1 n.1. However, the October 12 Order contains no definitive statement on the matter.

Small business customer participation in the Standard Offer Program is the subject of a separate *Petition for Reconsideration Nunc Pro Tunc or for Amendment of the Commission's Opinion and Order of October 12, 2012* ("Petition for Reconsideration") filed by RESA. FES will not go to great lengths here to explain why small business customers should be included in the Standard Offer Program. FES will merely point out that the OSBA cannot draw any "contrast" between the October 12 Order's inclusion of small business customers in the Opt-In Program with its treatment of small business customers in connection with the Standard Offer Program. The October 12 Order never even addressed small business customers in connection with the Standard Offer Program. Certainly, the Commission intended to address it, as indicated in footnote 15 of the October 12 Order which RESA quotes in its Petition for Reconsideration:

RESA's Exception No. 8 also argues that small commercial customers should be included in the Customer Referral Program. That aspect of RESA's Exception will be addressed elsewhere in this Opinion and Order.

October 12 Order at 83 n. 15. As RESA explains, the October 12 Order did not return to this topic. Until the Commission addresses this apparent omission in connection with RESA's pending Petition for Reconsideration, the OSBA cannot fairly imply that the Commission did not intend to include small business customers in the Standard Offer Program.

**E. The Commission Should Adopt RESA's Recommended Revisions to the RME Program Rules and Agreements.**

In its Comments, FES identified limited changes to PECO's proposed RME program rules and agreements that are necessary to ensure the RME programs are fair and do not deter EGS participation. FES Comments at 10-12. RESA's Comments recommended the following additional changes which FES supports:

1. Right to Discontinue Participation in RME Programs Based on Changes in Law. FES supports RESA's recommendation to delete Section 7.15 of the Opt-In Program Rules and Section 5.6 of the Standard Offer Program Rules. These provisions would suspend operation of PECO's Supplier Tariff for customers participating in the RME programs. As a general rule, customers participating in the RME programs should be treated no differently than any other shopping customers. Through the RME programs, these customers are entering the competitive market, not a simulation. The Commission-sponsored RME programs will provide a safe path for customers who have been reluctant to shop to gain experience with EGSs. Any dilution of the shopping experience, through the suspension of supplier tariffs or any other rules or orders, may leave customers ill-prepared to shop outside of a Commission-sponsored RME program.

2. Limitation of Liability. In its Comments, FES recommended that the proposed indemnification provisions of PECO's RME program agreements be made reciprocal. FES Comments at 12. RESA's Comments make the same point regarding Paragraph 10 of the

Opt-In Supplier Agreement and Paragraph 7 of the Standard Offer Supplier Agreement, which provide for an EGS to waive any right to claim against PECO any loss of business or damage relating to the RME programs. RESA recommends that this provision be revised to provide for a mutual waiver. RESA Comments at 20. FES supports this change, which is necessary to ensure the RME program agreements are fair and do not deter EGS participation.

3. Extension of the Period for EGSs to Provide Standard Offer Terms and Conditions. FES supports RESA's recommendation to revise Section 4.4 of the Standard Offer Program Rules to extend the window for EGSs to provide customers with the terms and conditions of service following the EDI 814 enrollment transaction, from the one business day proposed by PECO to three business days. RESA Comments at 22.

4. Standard Offer Supplier Sales Agreements. FES supports RESA's recommendation to revise Section 4.4 of the Standard Offer Program Rules to eliminate the requirement that EGSs include in their sales agreements the terms and conditions of Article 5 of the Standard Offer Program Rules. RESA Comments at 22-23. EGS disclosure statements already meet the Commission's requirements for disclosing the terms and conditions of service, and customers participating in the Standard Offer Program should be treated no differently than any other shopping customers.

5. Timing of Options Notice to Standard Offer Program Customers. FES supports RESA's recommendation to revise Sections 4.4 and 5.1 of the Standard Offer Program Rules, to eliminate the requirement that EGSs provide customers participating in the Standard Offer Program, at the first contact, "the date by which the customer must take action to exercise his or her options at the end of the term." RESA Comments at 23. FES agrees that this date should be communicated to participating customers consistent with the Commission's *Interim*

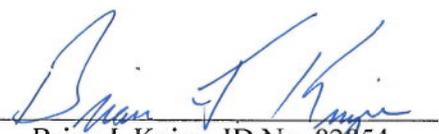
*Guidelines Regarding Advance Notification by an Electric Generation Supplier of Impending Contractual Changes Affecting Customer Service.* Again, customers participating in the Standard Offer Program should be treated no differently than any other shopping customers.

### III. CONCLUSION

For the foregoing reasons, as well as those set forth in its Comments, Briefs and Exceptions, FirstEnergy Solutions Corp. requests that the Commission (i) reject RESA's proposal to redesign the products offered through PECO Energy Company's Opt-In Program and Standard Offer Program; (ii) reject the OCA's recommendation to require EGSs to track and report on customers' monthly participation in the Opt-In Program; (iii) direct that costs of the RME programs be shared between EGSs and eligible customers in accordance with FirstEnergy Solutions Corp.'s recommendations; (iv) include small business customers in the Standard Offer Program; (v) direct that PECO Energy Company's Opt-In Program and Standard Offer Program Rules and Agreements be revised in accordance with the above recommendations; and (vi) grant such further relief as the Commission deems appropriate.

Respectfully submitted,

Amy M. Klodowski, ID No. 28068  
FirstEnergy Solutions Corp.  
800 Cabin Hill Drive  
Greensburg, PA 15601  
Telephone: (724) 838-6765  
Facsimile: (234) 678-2370  
[aklodow@firstenergycorp.com](mailto:aklodow@firstenergycorp.com)

By:   
Brian J. Knipe, ID No. 82854  
Buchanan Ingersoll & Rooney, P.C.  
409 North Second Street, Suite 500  
Harrisburg, PA 17101-1357  
Telephone: (717) 237-4820  
Facsimile: (717) 233-0852  
[brian.knipe@bipc.com](mailto:brian.knipe@bipc.com)

Dated: January 7, 2013

Attorneys for FirstEnergy Solutions Corp.

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Petition of PECO Energy Company for : Docket No. P-2012-2283641  
Approval of its Default Service Program :

**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 accordance with the requirements of § 1.54 (relating to service by a party).

**Via E-Mail and First-Class U.S. Mail**

Anthony E. Gay, Esquire  
Exelon Business Services Company  
2301 Market Street S23-1  
PO Box 8699  
Philadelphia, PA 19103-8699

Kenneth M. Kulak, Esquire  
Brooke E. Leach, Esquire  
Morgan Lewis & Bockius, LLP  
1701 Market Street  
Philadelphia, PA 19103-2921

Candis Tunilo, Esquire  
Christy M. Appleby, Esquire  
Office of Consumer Advocate  
5th Floor Forum Place  
555 Walnut Street  
Harrisburg, PA 17101-1923

Elizabeth Rose Triscari, Esquire  
Office of Small Business Advocate  
1102 Commerce Building  
300 North 2nd Street  
Harrisburg, PA 17101

Carrie B. Wright, Esquire  
Bureau of Investigation  
& Enforcement  
PO Box 3265  
Harrisburg, PA 17105-3265

Melanie J. Elatieh, Esquire  
UGI Corporation  
460 North Gulph Road  
King of Prussia, PA 19406

Todd S. Stewart, Esquire  
Hawke McKeon & Sniscak, LLP  
100 North Tenth Street  
Harrisburg, PA 17101

Trevor D. Stiles, Esquire  
Foley and Lardner, LLP  
777 East Wisconsin Avenue  
Milwaukee, WI 53202

Tori L. Giesler, Esquire  
FirstEnergy Service Company  
2800 Pottsville Pike  
PO Box 16001  
Reading, PA 19612-6001

Divesh Gupta, Esquire  
Constellation Energy  
111 Market Place  
Suite 500  
Baltimore, MD 21202

Andrew S. Tubbs, Esquire  
Post & Schell, PC  
12th Floor  
17 North Second Street  
Harrisburg, PA 17101-1601

Charis Mincavage, Esquire  
Adeolu A. Bakare, Esquire  
McNees Wallace & Nurick, LLC  
100 Pine Street  
PO Box 1166  
Harrisburg, PA 17108

Charles E. Thomas, III, Esquire  
Thomas Long Niesen & Kennard  
212 Locust Street  
PO Box 9500  
Harrisburg, PA 17108-9500

Patrick Cicero, Esquire  
Pennsylvania Utility Law Project  
118 Locust Street  
Harrisburg, PA 17101

Thu B. Tran, Esquire  
Community Legal Services, Inc.  
1424 Chestnut Street  
Philadelphia, PA 19102

Stephen L. Huntoon, Esquire  
Nextera Energy Inc.  
801 Pennsylvania Avenue NW  
Suite 220  
Washington, DC 20004

Daniel Clearfield, Esquire  
Deanne O'Dell, Esquire  
Edward G. Lanza, Esquire  
Jeffrey J. Norton, Esquire  
Eckert Seamans Cherin & Mellot, LLC  
213 Market Street  
8th Floor  
Harrisburg, PA 17101

Scott DeBroff, Esquire  
Rhoads & Sinon, LLP  
One South Market Square  
PO Box 1146  
Harrisburg, PA 17101

Dated this 7<sup>th</sup> day of January, 2013.

  
\_\_\_\_\_  
Brian J. Knipe, Esquire