



COMMONWEALTH OF PENNSYLVANIA

May 15, 2014

E-FILED

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

**Re: John R. Evans, Small Business Advocate, Petitioner v. FirstEnergy Solutions Corporation, Respondent
Docket No. P-2014-_____**

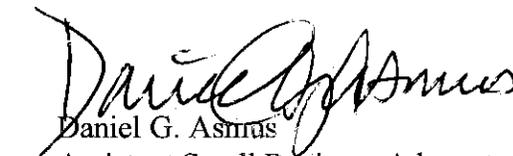
Dear Secretary Chiavetta:

I am delivering for filing today the **Petition for Declaratory Order and Verification**, on behalf of the Office of Small Business Advocate, in the above-captioned proceeding.

Two copies have been served today on all known parties in this proceeding. A Certificate of Service to that effect is enclosed.

If you have any questions, please do not hesitate to contact me.

Sincerely,


Daniel G. Asmus
Assistant Small Business Advocate
Attorney ID No. 83789

Enclosures

cc: Hon. Charles E. Rainey, Jr.

Parties of Record

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**JOHN R. EVANS,
SMALL BUSINESS ADVOCATE,
Petitioner**

v.

**FIRSTENERGY SOLUTIONS CORP.,
Respondent**

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Docket No. P-2014-_____

**PETITION OF OF THE SMALL BUSINESS ADVOCATE
FOR DECLARATORY ORDER**

The Petitioner is authorized and directed by the Small Business Advocate Act, Act 181 of 1988, 73 P.S. §§ 399.41 - 399.50, to represent the interests of small business consumers of utility services in matters before the Pennsylvania Public Utility Commission (“Commission”). The Petitioner hereby petitions the Pennsylvania Public Utility Commission (“Commission”) for a declaratory order prohibiting FirstEnergy Solutions Corp. (“FES”) from imposing upon its small business customers certain “ancillary service charges” purportedly “imposed” upon FES by the PJM Interconnection, LLC (“PJM”).¹

1. FES is an electric generation supplier (“EGS”) located at 341 White Pond Dr. Akron, OH 44320. FES operates in the Commonwealth of Pennsylvania under license number A-110078. FES is a subsidiary of FirstEnergy Corp. (“FirstEnergy”), a public utility conducting business in Pennsylvania.

2. Under Section 2807(d)(2) of the Pennsylvania Public Utility Code (66

¹ PJM is the regional electric transmission authority to which Pennsylvania utilities and suppliers belong.

Pa.C.S. § 2807(d)(2)), the Commission has the duty to ensure that EGSs provide accurate and adequate information to customers so that customers may compare price and services.

The commission shall establish regulations to require each electric distribution company, electricity supplier, marketer, aggregator and broker to provide adequate and accurate customer information to enable customers to make informed choices regarding the purchase of all electricity services offered by that provider. Information shall be provided to consumers in an understandable format that enables consumers to compare prices and services on a uniform basis.²

3. FES has contracted with numerous small business customers to provide fixed price electric generation supply service.

4. FES's Small Commercial Disclosure Statement contains the following provision in its Terms and Conditions of Service:

In addition to the charges described above [basic service prices], if any regional transmission organization or similar entity, EDC, government entity or agency, North American Reliability Corporation or other industry reliability organization, or court requires a change to the terms of the Agreement, *or imposes upon FES new or additional charges or requirements*, or a change in the method or procedure for determining charges or requirements, relating to your Retail Electric Supply under this Agreement (any of the foregoing, a 'Pass-Through Event'), which are not otherwise reimbursed to FES, Customer agrees that FES may pass through an additional cost of such Pass-Through Event, which may be variable, to Customer. Changes may include, without limitation, transmission or capacity requirements, new or modified charges or shopping credits, and other changes to retail electric customer access programs.³

5. In March, 2014, FES began sending the following notice to residential and small business customers on fixed price contracts:

² 66 Pa.C.S. §2807(d)(2).

³ FES Small Commercial Disclosure Statement is attached hereto as Exhibit A (emphasis added).

NOTICE OF RTO EXPENSE SURCHARGE

Dear Customer:

January was an extremely cold month with temperatures reaching record lows, resulting in record levels of energy use. Throughout the month, PJM Interconnection (PJM) – the regional transmission organization (RTO) that coordinates reliability and wholesale electricity in our region – initiated emergency operations. As a result, PJM incurred extremely high ancillary services costs to purchase power needed to keep the electric system reliable throughout these severe conditions. PJM billed these additional costs to FirstEnergy Solutions.

Pursuant to your agreement with FirstEnergy Solutions, these ancillary service charges are a “pass-through event.” This means that FirstEnergy Solutions will adjust your bill through a one-time charge – called the RTO Expense Surcharge – which will be approximately \$5 to \$15 for an average residential customer and will appear on your May, June or July bill. The charge for small business customers will be approximately 1 to 3 percent of the total amount you spend on generation annually.

The RTO Expense Surcharge will not change your contract price. This is the first of two notices that you will receive regarding the charge. The next notice will follow in approximately four weeks, and will provide further details regarding the charge and outline your options. For more information, you can also go to fes.com/RTOexpense.

Thank you for choosing FirstEnergy Solutions as your electric generation supplier.⁴

6. It is the understanding of Petitioner that FES has rescinded the RTO Expense Surcharge for its fixed price residential customers. However, it is also the understanding of Petitioner that FES has not rescinded and does not intend to rescind its intent to charge the RTO Expense Surcharge to small business customers on fixed price contracts.

7. According to the Notice of RTO Expense Surcharge FES is seeking to recover from small business customers certain “ancillary services costs” that were billed to FES by PJM. According to PJM, it provides two types of “ancillary services,” regulation

⁴ Notice of RTO Expense Surcharge attached hereto as Exhibit B.

service and synchronized reserve service. Of these two ancillary services, it appears that FES was charged for PJM's synchronized reserve service, which is required of all suppliers.

8. PJM describes its synchronized reserve service as follows:

Synchronized Reserve Service supplies electricity if the grid has an unexpected need for more power on short notice. The power output of generating units supplying synchronized reserve can be increased quickly to supply the needed energy to balance supply and demand; demand resources also can bid to supply synchronized reserve to the grid on short notice. *Load-serving entities can meet their obligation to provide synchronized reserve to the grid by using their own generation, by purchasing it under contract with another party or by buying it on the Synchronized Reserve Market.*⁵

9. Therefore, according to PJM, FES, as a load-serving entity, was not required to meet its obligation for synchronized reserve power by purchasing synchronized reserve service from PJM's Synchronized Reserve Market, which is what FES apparently chose to do. FES could have chosen to meet the synchronized reserve obligation by using FES's own generation, or by purchasing the power to meet the obligation from a third party.

10. However, if FES had chosen to meet its synchronized reserve obligation by supplying its own power or by purchasing the power from a third party, FES would not have been able to make the claim that PJM "billed these additional costs to FirstEnergy Solutions."⁶ Therefore, it would not have been able to claim to its customers that these costs were a "pass-through event," recoverable under the fixed price contract. It is true that PJM billed these costs to FES, but that is because FES bought the power from PJM

⁵ PJM Fact Sheet, attached hereto as Exhibit C (emphasis added).

⁶ Notice of RTO Expense Surcharge, paragraph 1.

rather than from another source. It is certainly *not* true that these costs were new or additional costs that were *imposed* upon FES by PJM. This is the crucial difference. The imposition of costs by PJM is the contractual language that triggers a pass-through event, and in this case, it simply did not happen.

11. In reality, FES made a business decision to purchase its synchronized reserve obligation from PJM rather than from another source. Only if FES had to pay PJM for the power to meet this obligation would it be able to make a claim that these were charges “imposed” by PJM. That spurious claim would not be possible if FES supplied its own power or purchased it from another source. Now FES seeks to recover the costs of that synchronized reserve obligation as a “pass-through event” surcharge under the terms of its fixed price contract, twisting the terms of that contract in an attempt to recover what is certainly not a “new or additional” charge “imposed” by PJM.⁷

12. Prior to this extremely cold Winter, FES was certainly aware of PJM’s requirement to provide this ancillary service on short notice, and as a sophisticated business entity was undoubtedly aware of the multiple avenues open to it for meeting this obligation. This could not have been an unexpected event. The fact that FES chose one particular source of power over other possibilities to meet this obligation does not entitle it to recover these synchronized reserve costs from customers, be they small business customers, residential customers, or industrial customers.

13. The Commission has already determined that, going forward, the fixed price contracts offered by EGSs such as FES must be exactly that – fixed in price, without pass – through events. “A ‘fixed price’ product does not change in price during the term of

⁷ See Small Commercial Disclosure Statement, Terms and Conditions, paragraph 2.

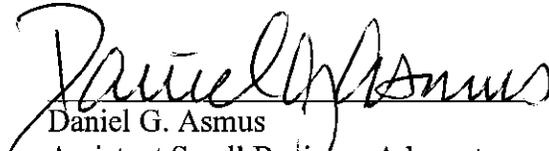
the agreement. Customers are best served by labels and terms that are precise, transparent, and in plain language. Given this, 'fixed means fixed' is the appropriate guidance."⁸

14. Given the Commission's November 14, 2013, Order, the attempt by FES to recover these "ancillary services costs" from small business customers probably only applies to those customers who entered into fixed price contracts with FES prior to that November 14, 2013 Order. Those customers, however, should not be singled out for the additional payment of fees to FES, especially since those fees were incurred in the normal course of business and were not imposed upon FES by PJM. This was not a pass-through event, and FES should not be permitted to recover anything on that basis. Any other reading of the Small Commercial Disclosure Statement would be a tortured reading indeed.

⁸ *Guidelines for Use of Fixed Price Labels for Products With a Pass-Through Clause*, Docket No. M-2013-2362961, Order entered November 14, 2013 at 32.

Wherefore, Petitioner respectfully requests that the Commission issue an Order declaring that FES is not permitted to recover the costs billed to it by PJM for ancillary services costs as a “pass-through event” under the terms of its fixed price contract with its customers. Petitioner further requests that the Commission direct FES to completely refund any ancillary services costs that it has recovered from customers to date, with interest.

Respectfully submitted,


Daniel G. Asmus
Assistant Small Business Advocate
Attorney ID No. 83789

For:

John R. Evans
Small Business Advocate

Office of Small Business Advocate
300 North Second Street, Suite 1102
Harrisburg, PA 17101
(717) 783-2525
(717) 783-2831 (fax)

Dated: May 15, 2014

EXHIBIT A



FirstEnergy Solutions Corp. – Small Commercial Disclosure Statement

This Disclosure Statement together with the enrollment materials are your Agreement for electric generation service with FirstEnergy Solutions Corp. ("FES"). Please keep a copy for your records.

FES is licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and supply electric generation services in Pennsylvania. As an Energy Generation Supplier ("EGS"), FES will supply the electric generation to [[BUS2010020-EDC]], your Electric Distribution Company ("EDC"), based on your usage. Your EDC then distributes or delivers the electricity to you. FES is not the same company as your EDC; the prices of FES are not regulated by the PUC and you are not required to buy electricity or other products from FES to receive the same quality of service from your EDC. Generation prices and charges are set by the EGS you have chosen, which is FES. The PUC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

DEFINITIONS:

Generation Charge – Charge for the production of electricity.

Transmission Charge – Charge for moving high voltage electricity from a generation facility to the distribution lines of an EDC.

Distribution Service – Basic service for delivering electricity over a distribution system to a customer from the transmission system.

Business Days – Monday through Friday, excluding holidays.

RTO – Regional Transmission Organization.

RIGHT OF RESCISSION for new or returning Small Business Customers only – defined by maximum peak load less than 25 kilowatts ("kW") within the past year. You have the right to rescind this agreement within three (3) business days after acceptance of this disclosure by contacting FES at 1-888-254-6359. If this Agreement is not rescinded during this period, then your enrollment will be sent to your EDC. A confirmation notice of transfer of service will be sent to you by your EDC. Your EDC will not send a confirmation notice upon any renewal of this Agreement.

TERMS AND CONDITIONS OF SERVICE

1. **Eligibility.** Any small commercial customer accounts with annual usage that does not exceed one million annual kilowatt hour ("kWh") per account and does not exceed two (2) million annual kWh in aggregate for multiple accounts are eligible for this offer from FES (herein referred to as "Customer"). Net metered accounts are not eligible for this offer. FES reserves the right to refuse enrollment to any commercial customer with an outstanding balance.

2. **Basic Service Prices.** During the initial term of this Agreement, you agree to pay FES for a total combined Transmission, Generation and Generation Related Charges ("Retail Electric Supply").

For the term of this Agreement, you agree to pay FES a fixed price of [[BUS2010020-Price]] cents per kWh. In addition to FES' charges, you will be charged by your EDC for distribution and various other charges. FES' price includes gross receipts tax but not applicable Pennsylvania sales tax, including any and all local tax. Your Price to Compare consists of bypassable transmission, generation and transmission and generation related components, which are charges associated with the costs of purchased power and the cost to deliver the power through the transmission system. These are the charges that you would avoid for that billing period when you switch to FES.

In addition to the charges described above, if any regional transmission organization or similar entity, EDC, governmental entity or agency, North American Electric Reliability Corporation or other industry reliability organization, or court requires a change to the terms of the Agreement, or imposes upon FES new or additional charges or requirements, or a change in the method or procedure for determining charges or requirements, relating to your Retail Electric Supply under this Agreement (any of the foregoing, a "Pass-Through Event"), which are not otherwise reimbursed to FES, Customer agrees that FES may pass through any additional cost of such Pass-Through Event, which may be variable, to Customer. Changes may include, without limitation, transmission or capacity requirements, new or modified charges or shopping credits, and other changes to retail electric customer access programs.

3. **Length of Agreement.** Your Retail Electric Supply from FES, under the terms of this Agreement, will commence with the next available meter reading following any applicable rescission period, the acceptance of the enrollment request by FES (at its discretion and consistent with Paragraph 7 below), and the processing of the enrollment by your EDC. Your Retail Electric Supply will continue until your [[BUS2010020-CONTRACTENDDATE]] meter read date.

4. **Billing.** You will receive a single bill from your EDC that will contain both your EDC and FES charges. All applicable taxes shall be listed separately on the monthly bill statement in accordance with the State and Local tax law.

5. **Penalties, Fees and Exceptions.** If you do not pay the full amount owed FES by the due date of the bill, FES may charge a 1.5% per month late payment fee until the entire balance is paid in full.

6. **Cancellation/Termination Provisions.** If you do not pay your bill by the due date, FES may cancel this Agreement after giving you a minimum of ten (10) days written notice. Upon cancellation you will be returned to your EDC as a customer for Retail Electric Supply. You will remain responsible to pay FES for any Retail Electric Supply used before this Agreement is cancelled, as well as any late payment charges. You may terminate this Agreement, without penalty, if you move out of your EDC's service territory by providing FES with a thirty (30) day written notice. IF YOU TERMINATE THIS AGREEMENT FOR ANY OTHER REASON, EXCEPT AS EXPRESSLY PROVIDED HEREIN, YOU WILL BE CHARGED A TERMINATION FEE ACCORDING TO THE FOLLOWING SCHEDULE: \$[[BUS2010020-ETF1]] FOR EACH ACCOUNT

Campaign Offer ID
LESS THAN [[BUS2010020-USAGEHIGH1]] ANNUAL KWH, \$[[BUS2010020-ETF2]] FOR EACH ACCOUNT BETWEEN [[BUS2010020-USAGELOW2]] ANNUAL KWH TO [[BUS2010020-USAGEHIGH2]] ANNUAL KWH, AND \$[[BUS2010020-ETF3]] FOR EACH ACCOUNT GREATER THAN [[BUS2010020-USAGEHIGH2]] ANNUAL KWH.

7. **Customer Consent and Information Release Authorization.** By choosing to accept this offer for Retail Electric Supply from FES, you understand and agree to the terms and conditions of this Agreement with FES. You authorize FES to obtain your information from your EDC that includes, but is not limited to: billing history, payment history, historical and future electricity usage, meter readings, and characteristics of electricity service. You authorize FES to release such information in connection with your Retail Electric Supply to FES's affiliates, lenders, counsel, accountants or advisors who have agreed to keep this information confidential. FES reserves the sole right to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered fully executed by FES following acceptance of your enrollment request by FES, the end of any applicable rescission period and subsequent acceptance of the enrollment by your EDC.

8. **Customer Notification.**

Customer accounts with maximum peak load of 25kW or greater:

If this Agreement is for a fixed term and it is approaching the expiration date or whenever FES proposes to change these terms of service, you will receive written notification from FES in a bill or separate mailing at least forty-five (45) days prior to either the expiration date or the effective date of the proposed changes. This notification may include automatic renewal of the Agreement.

Customer accounts with maximum peak load of less than 25kW:

If this Agreement is for a fixed term and it is approaching the expiration date or whenever FES proposes to change these terms of service, you will receive an Initial Notice fifty-two (52) to ninety (90) days prior and an Options Notice at least forty-five (45) days prior, in corresponding separate mailings that precede either the expiration date or the effective date of the proposed changes. In the instance where the proposed change in terms of service is beneficial to Customer, FES may, at its option, provide Customer with one advance Options Notice prior to the effective date of the proposed change. FES will explain your options to you in these advance notifications.

9. **Dispute Procedures.** Contact FES with any questions concerning the terms of service by phone at 1-888-254-6359 (toll-free) M-F 8AM – 5PM EST or in writing at 341 White Pond Dr., B2, Attn: Contract Administration, Akron, OH 44320. Our web address is www.fes.com. Customers may call the PUC if they are not satisfied after discussing the terms with FES at 1-888-PUC-FACT or 1-800-782-1110 from 8:00 am to 5:00 pm weekdays or in writing at P.O. Box 3265, Harrisburg, PA 17105-3265.

10. **Miscellaneous.** You have the right to request from FES, twice within a twelve (12) month period, up to twenty-four (24) months of payment history, without charge. Information on energy generation sources, energy efficiency, and environmental impacts is available upon customer request.

FES may assign its rights to another, including any successor, in accordance with the rules and regulations of the PUC. FES assumes no responsibility or liability for the following items that are the responsibility of the EDC: operation and maintenance of the EDC's electrical system, any interruption of service, termination of service, or deterioration of the EDC's service. In the event of a power outage, you should contact your EDC.

Customer is responsible for providing FES with accurate account information. If said information is incorrect, FES reserves the right to reprice the applicable account(s) or terminate the agreement.

11. **Warranty.** FES warrants title and the right to all electricity sold hereunder. THE WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

Contact Information:

Electric Generation Supplier

FirstEnergy Solutions Corp.

341 White Pond Dr. B2

Akron, OH 44320

1-888-254-6359

PA License #A-110078

www.fes.com

EDC / Provider of Last Resort / Universal Service Program

[[BUS2010020-EDC]]

[[BUS2010020-EDCSTREETNO]] [[BUS2010020-EDCSTREET]]

[[BUS2010020-EDCCITY]],

[[BUS2010020-EDCSTATE]]

[[BUS2010020-EDCZIP]]

[[BUS2010020-EDCWEBSITE]]

[[BUS2010020-EDCPHONE]]

Pennsylvania Public Utility Commission

P.O. Box 3265

Harrisburg, PA 17105-3265

Electric Competition Hotline Number

1-888-PUC-FACT or 1-800-782-1110

www.puc.state.pa.us

EXHIBIT A

EXHIBIT B

EXHIBIT B

Notice of RTO Expense Surcharge

Dear Customer,

January was an extremely cold month with temperatures reaching record lows, resulting in record levels of energy use. Throughout the month, PJM Interconnection (PJM) – the regional transmission organization (RTO) that coordinates reliability and wholesale electricity in our region – initiated emergency operations. As a result, PJM incurred extremely high ancillary services costs to purchase the power needed to keep the electric system reliable throughout these severe conditions. PJM billed these additional costs to FirstEnergy Solutions.

Pursuant to your agreement with FirstEnergy Solutions, these additional ancillary service charges are a "pass-through event." This means that FirstEnergy Solutions will adjust your bill through a one-time charge – called the RTO Expense Surcharge – which will be approximately \$5 to \$15 for an average residential customer and will appear on your May, June or July bill. The charge for small business customers will be approximately 1 to 3 percent of the total amount you spend on generation annually.

The RTO Expense Surcharge will not change your contract price. This is the first of two notices that you will receive regarding the charge. The next notice will follow in approximately four weeks, and will provide further details regarding the charge and outline your options. For more information, you can also go to fes.com/RTOexpense.

Thank you for choosing FirstEnergy Solutions as your electric generation supplier.

EXHIBIT C



Ancillary services support the reliable operation of the transmission system as it moves electricity from generating sources to retail customers. PJM Interconnection currently operates two markets for ancillary services, regulation and synchronized reserve, enabling market participants to receive payment for providing these reliability services to the grid.

Regulation service corrects for short-term changes in electricity use that might affect the stability of the power system. It helps match generation and load and adjusts generation output to maintain the desired frequency. Load-serving entities can meet their obligation to provide regulation to the grid by using their own generation, by purchasing the required regulation under contract with another party or by buying it on the Regulation Market.

Currently participating in PJM's Regulation Market are several energy storage resources, including battery installations, flywheels and a group of electric vehicles. These resources are paid for providing frequency regulation when called upon by PJM.

Regulation resources are paid for their performance – how quickly and how accurately they respond to PJM's signal. This performance-based approach rewards faster and more accurate resources with higher compensation.

Synchronized Reserve service supplies electricity if the grid has an unexpected need for more power on short notice. The power output of generating units supplying synchronized reserve can be increased quickly to supply the needed energy to balance supply and demand; demand resources also can bid to supply synchronized reserve by reducing their energy use on short notice. Load-serving entities can meet their obligation to provide synchronized reserve to the grid by using their own generation, by purchasing it under contract with another party or by buying it on the Synchronized Reserve Market.

1/29/2014

EXHIBIT C

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

John R. Evans, Small Business Advocate,	:	
Petitioner	:	
v.	:	DOCKET NO. P-2014-_____
FirstEnergy Solutions Corporation,	:	
Respondent	:	

VERIFICATION

I, Daniel G. Asmus, hereby state that the facts set forth herein above are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. §4904 (relating to unsworn falsification to authorities).

Date: May 15, 2014



(Signature)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

John R. Evans, Small Business Advocate, :
Petitioner : **Docket No. P-2014-_____**
v. :
FirstEnergy Solutions Corporation, :
Respondent :

CERTIFICATE OF SERVICE

I certify that I am serving two copies of the Petition for Declaratory Order and Verification, on behalf of the Office of Small Business Advocate, by e-filing, e-mail, and/or first-class mail (unless otherwise noted) upon the persons addressed below:

Hon. Charles E. Rainey, Jr.
Administrative Law Judge
Pa. Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105
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(717) 787-0481 (fax)
crainey@pa.gov
(E-mail and Hand Delivery)

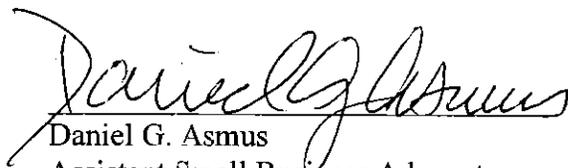
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josimms@pa.gov
(E-mail and Hand Delivery)


Daniel G. Asmus
Assistant Small Business Advocate
Attorney ID # 83789

Dated: May 15, 2014