

John L. Munsch
Attorney724-838-6210
Fax: 234-678-2370

June 8, 2012

VIA FEDEX OVERNIGHTRosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120**Re: J3 Energy Group, Inc., v. West Penn Power Company
Confidential and Public Versions of West Penn Power
Company's Reply Brief; Complaint Docket No. C-2011-2219920**

Dear Secretary Chiavetta:

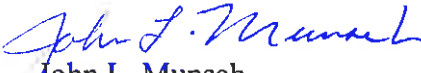
Enclosed please find an original and nine (9) copies of public and confidential versions of the Reply Brief of West Penn Power Company in the above-referenced proceeding.

The Reply Brief is being filed electronically in public (redacted) version and via FEDEX overnight in both public and confidential versions. The confidential version contains proprietary information that is protected information under Protective Orders issued in the proceeding.

West Penn is serving electronic copies of its Reply Brief via email to the Administrative Law Judge and to J3's counsel.

Paper copies of both versions of the Reply Brief are being served as indicated in the attached Certificate of Service.

Very truly yours,


John L. Munsch
Attorney

Enclosure

cc: Elizabeth H. Barnes, Administrative Law Judge
Certificate of Service

Pennsylvania Public Utility Commission;
Re: J3 Energy Group, Inc., v. West Penn Power Company; Docket No. C-2011-2219920

CERTIFICATE OF SERVICE

I hereby certify that I have this day served by FEDEX, overnight mail, **West Penn Power Company's Reply Brief** addressed as follows:

Elizabeth H. Barnes
Administrative Law Judge
PO Box 3265
Harrisburg, PA 17105-3265

Thomas J. Russial, Esq.
198 Stonewood Dr.
Bethel Park, PA 15102

Date: June 8, 2012

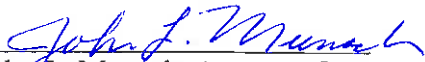

John L. Munsch, Attorney for
WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601
(724) 838-6210

TABLE OF CONTENTS

	<u>Page No.</u>
I. Introduction.....	1
II. Burden of Proof.....	1
III. Reply Argument.....	2
A. The RFP instructions were clear in the distinction between “all or nothing” versus “up to” offer types.....	2
B. The Commission was properly informed how offers were evaluated	5
C. The testimony of Mr. Diskin and Mr. Reeping are not contradictory	8
D. J3’s “anecdotal evidence” about other supplier’s intent is speculative and should be afforded no weight.....	9
E. J3’s discussion of the Met-Ed/Penelec auction is irrelevant to the West Penn auction.....	10
F. Mr. McBride’s testimony does not support the relief requested by J3.....	11
G. Mr. Mossburg and Mr. Reeping have extensive experience in electricity procurement, while Mr. McBride’s and Mr. Russial’s experience in electricity procurement is limited	12
H. Overturning the results of the December 2010 procurement would be contrary to public policy	13
I. J3’s argument concerning Equitable Estoppel is incorrect	14
IV. Conclusion	17

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

J3 ENERGY GROUP, INC.	:	
Complainant,	:	
	:	
v.	:	Complaint Docket No. C-2011-2219920
	:	
WEST PENN POWER COMPANY,	:	
Respondent.	:	

REPLY BRIEF OF WEST PENN POWER COMPANY

I. Introduction

West Penn Power Company (“West Penn”) submits its Reply Brief in the above-captioned matter pursuant to the procedural Order of the Administrative Law Judge dated March 1, 2012. West Penn’s Main Brief, containing a detailed factual and procedural history, was submitted May 22, 2012.

II. Burden of Proof

In a complaint proceeding before the Public Utility Commission (“Commission”) the complainant bears the burden of proving that the respondent has violated the Public Utility Code and is entitled to relief. 66 Pa. C.S. §332(a). The complainant must carry the burden of proof through a preponderance of evidence in the record.

J3 Energy, Inc. (“J3”) seeks to invalidate the results of West Penn’s December 2010 procurement of solar photovoltaic alternative energy credits (“SPAECs”) and to have the Commission award the procurement, or a portion thereof, to J3. A complaint by a supplier attacking a Commission-approved default service procurement appears to be a

matter of first impression for the Commission. West Penn points to Section 54.188 of the Commission's regulations, which provides the standard of review for the Commission of the results of default service procurement. Section 54.188(d) provides that, upon review of default service procurements, "[t]he Commission will not deny the [default service provider] the recovery of its reasonable costs for purchases made pursuant to an approved competitive procurement process unless the DSP concealed or misled the Commission regarding its adherence to the program, or otherwise violated the provisions of this subchapter or the code." 52 Pa. Code § 54.188(d).

III. Reply Argument

A. The RFP instructions were clear in the distinction between "all or nothing" versus "up to" offer types.

J3 begins its Main Brief with the contention that West Penn's Request for Proposals ("RFP") makes no distinction between an "all or nothing" offer type versus an "up to" offer type when a bidder submits multiple bid form spreadsheets. J3 apparently was confused in its interpretation of the RFP Rules and subsequent guidance provided through the RFP question and answer forum in developing its offer strategy in December of 2010 and its argument shows that it continues to be confused today. J3's characterization of a supplier's offer type is that it should make no difference when multiple bid-form spreadsheets are offered whether the offer type is "all or nothing" or "up to" because, in either offer type, the evaluators should choose the lowest-priced tranches. Such a characterization completely obviates the distinction between the two offer types despite clear instructions that the selection of an offer type is a crucial part of the offer.

In support of its argument that the definition of “Bid” means that each bid-form spreadsheet would be evaluated separately and not averaged together¹ J3 quotes the reference to “Bid” in Article 7.6 of the RFP:

A Bid consists of three elements: (i) a price in dollars per SPAEC in the format \$xx.xx or \$xxx.xx (rounded to the nearest cent) for each Delivery Year; (ii) a specification of the maximum number of Tranches offered with each Bid; and, (iii) an indication of whether the Bid is “All or Nothing” or an “Up-To” bid (as defined in Section 7.10 of the RFP Rules).

(Emphasis added.)

Yet the very Article that J3 quotes clearly provides, as emphasized in the quote above, that an essential part of an offer is the selection of the “Offer Type” as either “all or nothing” or “up to.” Even the most cursory review of Article 7.6 should lead even the most inexperienced supplier to understand that the distinction between “all or nothing” and “up to” was extremely important and not to be dismissed as “non-sensical.” The RFP articles clearly provide that the selection of the “offer type” on the bid-form spreadsheet would determine how the offer would be evaluated.

The importance of the “offer type” selection was further accentuated in the bid-form spreadsheet itself. The selection of the “offer type” on the bid-form spreadsheet was made in a separate box in which the supplier marked “1” for an “all or nothing” offer type or marked “2” for an “up to” offer type. After the offer type was selected, a confirmation message appears stating that the supplier had chosen either “all or nothing” or “up to.”²

J3 should also have been alerted of the major distinction between the two offer types by Article 7.10 of the RFP. Article 7.10 provides: “*Unless indicated as an All-or-*

¹ J3 Main Brief , Part VI, A, 1. p 19.

² Transcript p. 109.

Nothing Bid, Bids will be considered an offer to supply any quantity up to and including the number of Tranches specified in the Bid (an "Up-to Bid")." It is inconceivable that J3 could have overlooked the important nature of the offer type selection given the repeated reference to the offer type in the RFP.

Furthermore, Article 7.10 continues, in great detail, to explain an example of two bidding scenarios. One of the scenarios is an "all or nothing" offer type. That example, from Article 7.10, is shown below.

Illustrative All-Or-Nothing Bid Scenarios

Bidder	Bid Type	Scenario A All-or-Nothing included in low-cost combination	Scenario B All-or-Nothing excluded from low- cost combination
1	Up To	Quantity 10 Price 50	Quantity 10 Price 50
2	Up To	Quantity 5 Price 99	Quantity 5 Price 75
3	All-Or-Nothing	Quantity 10 Price 100	Quantity 10 Price 100
4	Up To	Quantity 5 Price 150	Quantity 5 Price 105
Low Cost		Quantity 20 Price 75	Quantity 20 Price 70

The example shows one scenario where an “all or nothing” bid is included (scenario A) and one scenario where an “all or nothing” bid is excluded (scenario B) from the winning bids. The inclusion or exclusion is based on which combination of bids provide the needed supply at the lowest cost. In both scenarios, the Company only needs 20 blocks of supply and, in both scenarios, Bidder 1 is accepted for 10 blocks. In scenario A, to get the remaining 10 blocks, it is cheaper to take the “all or nothing” bid at \$100 per block because the alternative would be to take five blocks at \$99 and five more blocks at \$150, which together have a higher average price of \$125 per block. In scenario B, taking the “all or nothing” bid at \$100 per block would be higher in cost than taking five blocks each from Bidders 2 and 4 at \$75 and \$105, respectively, for an average cost of \$90 per block.³ The basic point of the illustration is unambiguous. The term “all or nothing” is just that – all blocks from the “all or nothing” bidder are taken or none are taken. J3’s apparent failure to understand the distinction between the offer types, or to ask for clarification if it was confused, led to J3’s loss of an award of its two lowest tranches.

B. The Commission was properly informed how offers were evaluated.

On page 32 of its Main Brief J3 criticizes the Independent Procurement Monitor (“IPM”) and Mr. Diskin for not documenting their decision to group together bid-form spreadsheets marked as “all or nothing.” [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

³ WPPCo Statement No. 2, pp. 7 to 8.

[REDACTED]⁴ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

⁴ Proprietary transcript, pp. 74 to 87.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

C. The testimony of Mr. Diskin and Mr. Reeping is not contradictory.

In its Main Brief under “Perplexing matters” J3 contends that the testimony of Mr. Diskin and of Mr. Reeping and of Mr. Mossburg was inconsistent with respect to Mr. Diskin’s role in the bid room process. Mr. Reeping testified that there was no discussion among the IPM, Mr. Diskin and West Penn as to how “all or nothing” bids would be handled.⁶ Inasmuch as all three witnesses testified that they were comfortable with the evaluation of “all or nothing” bids being aggregated and averaged, there would be no reason for discussion of the matter. There was no discussion of “all or nothing” because, unlike J3, the evaluators understood the meaning of “all or nothing.”

[REDACTED]

⁵ Proprietary transcript, pp. 82 to 84
⁶ WPPCo. Statement No. 1, pp. 16 to 17.

[REDACTED]

D. J3’s “anecdotal evidence” about other supplier’s intent is speculative and should be afforded no weight.

J3’s discussion of other suppliers’ bid-form spreadsheets, and the underlying intent of other suppliers, is pure speculation. J3 candidly recognizes in its Main Brief that its discussion of other suppliers’ possible motivation is merely “anecdotal.” As West Penn stated in its Main Brief, witnesses Reeping and Mossburg testified consistently that it is not the job of evaluators to delve into the possible thinking or strategies of suppliers. As Mr. Mossburg stated, there were numerous variations of offer types and numbers of tranches that could be offered, and the most important job of the evaluators is to ensure that suppliers are treated uniformly and according to the RFP rules.

J3 points particularly [REDACTED]

[REDACTED]⁸ In other words, J3’s interpretation of how to aggregate offers depends entirely on how many bid-form spreadsheets are submitted, not on whether the spreadsheet offer type is marked “all or nothing.” Again,

⁷ Proprietary transcript p. 75.
⁸ J3 Brief p. 27; McBride direct testimony p. 10.

J3's interpretation misses the point that the designation of "offer type" is the critical factor in interpreting the offer. [REDACTED] or intent is anything but "obvious" and there is no way to draw any definitive conclusion of bidders' intent based upon the bid-form spreadsheet submittals [REDACTED] of the other suppliers nor is it relevant.

Finally, if J3 was certain that other suppliers were as confused as J3 claims to have been, J3 was free to request a subpoena to take other suppliers' depositions or to compel their appearance and testimony.

West Penn also notes that J3 was the sole supplier to complain about the RFP process. Moreover, [REDACTED] using the exact same rules and guidance, was able to structure its bids precisely the way J3 now insists that its bids should have been evaluated.

E. J3's discussion of the Met-Ed/Penelec auction is irrelevant to the West Penn auction.

J3 makes an extensive argument that the "root cause" of J3's perceived "flaw" in West Penn's RFP was that West Penn adopted much of the RFP language from a prior auction of Metropolitan Edison Company ("Met-Ed") and Pennsylvania Electric Company ("Penelec"). The Met-Ed/Penelec auction only allowed for one offer to be made stating the tranches offered, a single price for the tranches offered and designating if the supplier was willing to supply from one to the maximum amount of tranches offered ("up-to") or if all the tranches offered ("all-or-nothing") must be accepted. The West Penn RFP was updated to allow for multiple bid-form spreadsheets with various prices to create bidder flexibility in their pricing as to attempt to create a rate benefit for

the West Penn retail customers.⁹ J3 then leaps to a conclusion that, because West Penn allowed for multiple offers and it did not make additional language changes to the Met Ed/Penelec documents, the West Penn RFP was flawed and should be invalidated.

J3's argument is completely without merit. J3's discussion of the Met-Ed/Penelec auction compared to West Penn's auction completely avoids the point that J3 did not participate in the Met Ed/Penelec auction nor did it state that it reviewed the Met Ed/Penelec documents prior to the West Penn RFP. Therefore, J3 could not have been confused by any comparison of the two auctions because it only participated in West Penn's auction.

F. Mr. McBride's testimony does not support the relief requested by J3.

J3's consultant's testimony is inconsistent with the relief requested by J3. Mr. McBride testified that the procurement should have been halted, that the instructions should have been clarified, and bidders should have been instructed to resubmit their bids.¹⁰ A premise of Mr. McBride's testimony is that, in his opinion, and in the light of his 20-20 hindsight vision, the instructions in the RFP could have been better worded so that J3 would have understood the meaning of an "all or nothing" bid-form spreadsheet. Nevertheless, Mr. McBride's testimony seems to be a request that the Commission take action to improve RFP instructions, or more strictly manage its review of RFP instructions. He does not conclude that the RFP results be overturned or that J3 should be awarded two tranches, after the fact, 15 months after the procurement.

⁹ Transcript pp. 179, 194.

¹⁰ McBride direct testimony, p. 16.

G. Mr. Mossburg and Mr. Reeping have extensive experience in electricity procurement, while Mr. McBride's and Mr. Russial's experience in electricity procurement is limited.

In its Introduction section of its Main Brief, J3 attacks the experience and perhaps credibility of Mr. Mossburg, stating that he has limited training in procurements.¹¹ J3's criticism of Mr. Mossburg is misplaced. Mr. Mossburg is Managing Director of Boston Pacific Company, Inc. and has extensive experience as an independent evaluator and procurement manager for electricity procurement. Mr. Mossburg was head of Boston Pacific's monitoring of West Penn's 2009 RFP, of First Energy's 2009-2012 auction for First Energy's Ohio load; of Duke Energy's Ohio auction in 2011; of New Jersey's auctions in 2008 to 2012; of the District of Columbia electricity procurements from 2008 through 2010; and of Maryland's RFPs from 2010 through 2012 for all four Maryland electric utilities. He also served as a day-to-day lead on multiple RFPs in Oregon.¹² Mr. Reeping, testifying on behalf of West Penn as FirstEnergy's Manager of Regulated Commodity Sourcing, also testified of his own extensive experience with electricity procurement which was acknowledged by J3.¹³ Mr. Reeping stated that he has averaged from four to ten procurements per year since 2005 on behalf of Monongahela Power Company, West Penn or The Potomac Edison Company.

By contrast, J3's consultant, Mr. McBride, offered little experience in the area of electricity procurement. Mr. McBride testified of his procurement experience, but does not mention any electricity procurements.¹⁴

¹¹ J3 Main Brief, p. 5.

¹² Mossburg Direct Testimony, pp. 2 to 3.

¹³ J3 Main Brief, p. 3.

¹⁴ McBride Direct testimony, pp. 3 to 4.

When it comes to inexperience in the electricity procurement area, J3's principal, Mr. Russial, leads the group in inexperience. He testified that he participated in only one RFP prior to the West Penn RFP. That prior RFP did not involve "all or nothing" offer types and, in any event, J3's offers in the prior auction were unsuccessful. Moreover, in West Penn's auction he developed J3's bid-form spreadsheet offers in virtual isolation without consulting or seeking advice. And importantly, though he stated that the RFP instructions seemed "non-sensical," he did not avail J3 of West Penn's publicly available question and answer service.¹⁵

H. Overturning the results of the December 2010 procurement would be contrary to public policy.

West Penn's position is that J3 incorrectly interpreted the RFP language. Nevertheless, looking at the case from a public policy perspective, which is certainly the Commission's prerogative, there appeared at several points in the proceeding arguments why it would be contrary to public policy for the Commission to overturn an RFP after its approval by the Commission.

Mr. Diskin stated, for example, that he thought overturning West Penn's procurement after the Commission's approval of the results would inhibit suppliers from entering the Pennsylvania market.¹⁶ Mr. Diskin's remark is justified. Suppliers, who look for finality in an RFP process, where the bidding prices are volatile, would find it unsettling should the Commission overturn its approval.

The volatility of prices for SRAECs is amply evident in this proceeding. J3's witness testified that the value of SRAECs have decreased by 80 percent since the time of

¹⁵ Transcript p. 39.

¹⁶ Proprietary transcript, p. 90.

the December 2010 RFP.¹⁷ This amazing decrease in value is testament to the Commission's judgment in its approval -- or disapproval -- of the RFP results in a much-expedited manner.

Finally, if the Commission were to overturn the RFP results, the Commission would engender additional litigation from the winning bidder. Mr. Reeping testified that one scenario would be that West Penn would exercise Section 9.2 of the Company's SRAEC Purchase and Sale Agreement.¹⁸ The SRAEC Purchase and Sale Agreement was part of the RFP documents approved by the Commission in its approval of the modification of West Penn's DSP in September 2010. Section 9.2 would allow West Penn to terminate the agreement with the winning bidder, thus spurring a new complaint from the former bid winner.

I. J3's argument concerning Equitable Estoppel is incorrect.

J3 presents an argument concerning West Penn's reliance on the Commission's Secretarial Letter of December 10, 2010. J3's arguments are essentially two fold: 1) West Penn's reliance on the Commission's Secretarial Letter does not meet the test for "detrimental reliance," and 2) because West Penn did not plead detrimental reliance as "New Matter" West Penn's reliance on the Commission's approval cannot be considered in the proceeding.

By way of presenting relevant factual background, West Penn emphasizes that it methodically obtained Commission approval of each part of its RFP process. That process began with the approval of West Penn's general default service plan in 2008.¹⁹ The process continued with West Penn's Petition for approval of the modification of its

¹⁷ Transcript, pp. 43 to 44.

¹⁸ WPPCo. Statement No. 1, pp. 22 to 23.

¹⁹ Order entered July 25, 2008, Docket No. P-00072342.

DSP Plan to purchase SRAECs, which was approved September 8, 2010.²⁰ The Commission's 2010 approval of the modified DSP included approval of the RFP documentation and articles. West Penn's approval path culminated in the Commission issuing a Secretarial Letter dated December 10, 2010 approving the SRAEC procurement results. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] As for West Penn's reliance, Mr. Reeping testified that West Penn "absolutely relied" on the Secretarial Letter, that the letter was an "absolute prerequisite" for West Penn to announce the RFP results, and that absent the letter West Penn would not have awarded the SRAEC agreements.²³

Turning to J3's detrimental reliance argument, West Penn submits that J3's argument is essentially a straw man. J3 attempts to re-cast West Penn's position as "detrimental reliance" and then J3 attempts to tear down its re-casted argument. In re-casting West Penn's argument J3 cites the elements of a detrimental reliance:

In order to apply equitable estoppel to a governmental agency, the party sought to be estopped (1) must have intentionally or negligently

²⁰ Order entered September 8, 2010, Docket No. P-00072342.
²¹ Proprietary transcript, pp. 87 to 88.
²² Proprietary transcript, pp. 88, lines 15 to 20.
²³ West Penn Statement No. 1, p. 21-22.

misrepresented some material fact, (2) knowing or having reason to know that the other party would justifiably rely on the misrepresentation and (3) inducing the other party to act to his detriment because of his justifiable reliance on the misrepresentation. Pennsylvania Liquor Control Board v. Venesky, 101 Pa.Cmwlth. 456, 516 A.2d 445 (1986).

West Penn is not contending that the Commission's Secretarial Letter misrepresented facts or was incorrect. To the contrary, West Penn asserts that the RFP evaluation was correct, that the IPM was correct, that the Commission was correct in approving the RFP results, and that West Penn was correct in relying on the Commission's Secretarial Letter in announcing the bid winners and awarding the contracts.

West Penn has not detrimentally relied on an incorrect Commission approval. West Penn has correctly relied on a correct Commission approval.

The purpose of West Penn's reliance argument is to show that throughout the procurement process, West Penn and the Commission methodically followed Commission regulations, policy guidelines and approvals. The Commission similarly followed its own regulations for the appointment of an IPM, for consultation with the IPM on an expedited basis, and for review and announcement via Secretarial Letter of the results of its review of the RFP results.²⁴

J3 also incorrectly argues that West Penn should have pleaded its reliance position as "New Matter." As West Penn pointed out in West Penn's Main Brief, there was no need to plead the fact of the Secretarial Letter as "New Matter." J3 recognized in its Complaint that the December 10, 2010 Secretarial letter "approved the results of the

²⁴ West Penn understands J3's explanation of detrimental reliance to be that detrimental reliance could ripen or occur if West Penn's Commission-approved recovery of costs of the SRAEC procurement was later inappropriately denied recovery.

evaluations.”²⁵ In its Answer West Penn further described, in detail, the Commission’s approval process and quoted and cited the Secretarial Letter.

J3 submitted a Motion for Summary Judgment dated November 14, 2011, in which it presented its argument that West Penn had failed properly to plead its reliance argument.²⁶ In the Order Denying Cross Motions for Summary Judgment, dated February, 1, 2012, the Presiding Officer recognized that “[w]hether or not West Penn’s reliance upon commission’s approval of the bid procurement when it purchased the SPAECs was appropriate is in dispute.”²⁷ J3 was fully apprised and aware from the start of this proceeding that West Penn relied on the Commission’s Secretarial Letter, and certainly by the time of the Order denying Summary Judgment it was made aware. Any contention by J3 that it was surprised by or not aware of West Penn’s reliance position exceeds credibility.

IV. Conclusion

West Penn Power Company submits that its RFP procurement process and bid evaluation process for the procurement of solar photovoltaic alternative energy credits was (i) conducted in accordance with Commission regulations concerning procurement of default supply, (ii) conducted in accordance with West Penn’s RFP rules relating to the procurement of solar photovoltaic alternative energy credits as approved by the Commission in its Order entered September 8, 2010 at Docket No P-00072342, and (iii) conducted in accordance with Commission regulations at 52 Pa. Code §54.186 that require monitoring of the procurement by the Commission and an independent third party

²⁵ J3 Complaint, Paragraph 17.

²⁶ Motion for Summary Judgment of J3 Energy Group, Inc., Paragraph Nos. 58-61.

²⁷ Order Denying Cross Motions for Summary Judgment dated February 1, 2012, p. 9.


evaluator; and further, that (vi) the procurement and bid evaluation process was in fact monitored on a real-time, on-site basis by the Commission and by the independent third party evaluator, and (v) the results of the RFP process and evaluation process were approved by the Commission through its Secretarial Letter issued December 10, 2010, and (vi) the RFP including its evaluation process was fair and correct, and (vii) the Commission correctly approved the results of West Penn's procurement, and (viii) West Penn fully, reasonably and justifiably relied on the Commission's approval of West Penn's procurement results in announcing the winning results and in entering contracts with the announced RFP winners.

West Penn Power Company respectfully requests, therefore, that the Administrative Law Judge find that J3 Energy, Inc.'s Complaint is without merit and that the Administrative Law Judge rule that the Complaint be dismissed with prejudice.

Respectfully submitted,

Date: June 8, 2012

By:


John L. Munsch
Pa. I.D. No. 31489
Attorney for
WEST PENN POWER COMPANY
800 Cabin Hill Drive
Greensburg, PA 15601
(724) 838-6210