

**STRATIFIED MANAGEMENT  
AUDIT CONTRACT**

**FOR A  
STRATIFIED MANAGEMENT AND OPERATIONS  
AUDIT  
OF  
PPL ELECTRIC UTILITIES CORPORATION**

**ISSUING OFFICE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**RFP-PUC-2014-3**

## STRATIFIED MANAGEMENT AUDIT CONTRACT

This contract to perform a Stratified Management and Operations Audit (Management Audit) of PPL Electric Utilities Corporation and its relationships with its affiliates, is entered into by Vondle & Associates, Inc. (Consultant), PPL Electric Utilities Corporation (Company or Utility), and the Pennsylvania Public Utility Commission (Commission). The Management Audit is being conducted pursuant to the Commission's statutory authority at Pa.C.S. §§ 331, 501, 506, and 516.

### **I. Covenants of the Parties**

The parties to this contract agree and promise that:

A. Subject in all respects to the terms and conditions of this contract and to the duties and limitations contained in the statutory and common law of the Commonwealth of Pennsylvania, the Consultant shall perform the Management Audit for the Commission. The Management Audit shall be completed as outlined in and in accordance with the promises, warranties and representations contained in its Cost and Technical Proposal (Proposal) and the Request For Proposals (RFP). To the extent that they relate to the Consultant's responsibilities hereunder, the Proposal and RFP are incorporated into the terms of this contract. The Consultant shall perform its obligations in a professional manner in accordance with the United States General Accounting Office's *Standards for Audit of Government Organizations, Programs, Activities, and Functions*, as applicable to public utilities, with audit emphasis on issues of management economy, efficiency and effectiveness; the National Association of Regulatory Utility Commissioners' *Consultant Standards and Ethics for the Performance of Management Analysis*, and the American Institute of Certified Public Accountants' *Statement on Standards for Consulting Services*.

B. The Utility shall cooperate with the efforts of the Consultant and shall pay the Consultant promptly upon submission to it of invoices for payment as described below. Subject to the terms and conditions of this contract and the statutory and common law of Pennsylvania, the Utility shall make available to the Consultant all employees with the direct knowledge and data necessary for the Consultant to evaluate expeditiously and draw conclusions. Every effort shall be made by the parties to limit disruption to both the Utility's ongoing operations and to the performance of the Consultant's work plan contained in the Proposal and RFP.

C. The Commission by its agent, the Project Officer, as described below, shall have the right and opportunity to participate actively in conducting

the Management Audit in cooperation with the Consultant and the Utility, and to this end shall have immediate access to all data, models, and other materials or information provided to the Consultant and the Utility except that the Consultant may withhold such data, models, materials, or information to which the Commission does not otherwise have a right of access or inspection. The Commission shall be advised if any data, models, materials, or information is being so designated and may contest such designation. In addition, the Commission by its agent, the Project Officer, shall approve the Consultant's invoices as is described in Part II. C. hereof.

## **II. Audit Procedures**

### **A. Project Officer**

1. The Commission has designated Deron Henry in the Pennsylvania Public Utility Commission's Bureau of Audits, P.O. Box 3265, Harrisburg, PA 17105-3265, telephone number (717) 772-0304, and email [dehenry@pa.gov](mailto:dehenry@pa.gov) (and/or his designated alternative) as its staff contact (Project Officer) for the Management Audit and has authorized him/her to act on behalf of the Commission under this contract except where noted herein. The Project Officer may appoint members of his/her staff to represent him/her in participating in the conduct of this Management Audit.
2. The Utility designates Brett Reightler (and/or his/her designated alternative) as the Utility Representative. All communications related to scope of work, cost, schedule, personnel, management, data and information requests, interview schedules, etc., of the Management Audit shall be directed to the Utility Representative. The Utility Representative shall be given advance notification of the identities of Commission and Consultant personnel who will be on the Utility premises and the dates of their visits to specific Utility facilities when possible.
3. The Project Officer and Utility Representative shall have primary responsibility and authority on behalf of the Commission and the Utility, respectively, to administer this contract and to agree upon procedures for coordinating the efforts of the Utility and the Consultant (however, amendments to this contract shall be made only as provided hereinafter in Part III. B.).
4. The parties agree to communicate fully with each other through the designated representatives and to keep each other informed of all pertinent matters and developments relating to the Management Audit.
5. The Consultant shall provide the Project Officer with reasonable notice of and opportunity to attend all meetings with the Utility in order to ensure that the Project Officer shall have adequate opportunity to accommodate his schedule

without unduly delaying the progress of the project. If the Consultant wishes to conduct any aspect of the Management Audit without providing an opportunity for the Project Officer to so participate, it must obtain the prior written approval of the Project Officer.

6. The Utility will provide an atmosphere conducive to the free flow of information between the Consultant and the Utility's employees. The Consultant will direct all scheduling of meetings through the Utility Representative to facilitate the timely scheduling of requested interviews. Any process which may inhibit employees from expressing their ideas, opinions or suggestions is discouraged. Interviews will normally be conducted between one utility employee and the Consultant. The Project Officer, or their designee, and the Utility Representative, or their designee, may be present at the interviews based on their discretion. At the Consultant's or Project Officer's discretion a follow-up interview may be conducted with a particular utility employee without any other utility representative in attendance. Where the Consultant believes that it would be more effective to interview several individuals at once, this should be scheduled with the Project Officer and the Utility Representative.

7. The Utility will provide notice to all pertinent employees or line positions that a Management Audit is being conducted. This notice should inform the employees of their opportunity to provide input on a confidential basis regarding the management effectiveness and operating efficiency of the Company. The direct phone numbers of the Consultant and the Commission's Project Officer, as well as their mailing and e-mail addresses and fax numbers, should be included in the notice.

#### B. Project Review

1. After the Project Officer has reviewed the draft report, the Consultant may revise the report as deemed necessary. Thereafter, the Project Officer will authorize release of the draft report to the Utility.

2. The Utility shall have the opportunity to review the draft report after release has been authorized by the Project Officer. The Utility may submit written comments to the Consultant and the Project Officer with regard to any of the Consultant's findings, conclusions, and recommendations in the draft report. If the Utility wishes to submit written comments, it should do so within fifteen (15) business days of the receipt of the draft report sections and within ten (10) business days of the receipt of the consolidated draft. Upon request, the Project Officer may approve an extension for the draft report comments.

3. The draft report issued by the Consultant shall not be released, especially to any third party. For these purposes, the Utility's consultants, or Commission staff,

are not considered to be third parties and the Utility can release the draft report to its own consultants with the understanding that its consultants will treat the draft report as proprietary and confidential.

4. After the Utility has submitted its written comments on the draft report to the Project Officer and the Consultant, a final consolidated draft will be prepared. An exit conference will be held at the request of any of the parties. Every effort shall be made to limit the exit conference to a discussion of major issues that can be completed in approximately one-half day. The written comments of the Utility will not be contained in the Final Report.

5. The Consultant agrees that the Final Report will contain an opening provision that will state that "the findings, conclusions, and recommendations contained in the Management Audit are the findings, conclusions, and recommendations of the Consultant only and as such are not necessarily agreed to by the Utility or the Commission."

6. The Final Report of the Consultant, after review by the Project Officer, shall be submitted only by the Project Officer to the Utility or any other party.

7. The Final Report may be made public at the discretion of the Commission, subject to proprietary information protections of company-specific information.

C. Expenses and Payment

1. The Consultant shall submit an invoice to the Project Officer every month detailing its services and expenses, including dates when services were rendered, as categorized in the Proposal, for conducting the Management Audit.

2. The Project Officer shall have the right and opportunity to approve, in whole or in part, each invoice and then submit it to the Utility, which shall then make prompt payment directly to the Consultant within 30 days of its receipt of the Project Officer's written approval, of the amount of any invoice that has been approved for payment. The basis for the Project Officer's approval shall be a finding that the expenses are reasonable, necessary and correct and billed in accordance with the provisions of this Agreement. Such approval or payment may be withheld if the following items are not included in the invoice:

- a) A list of the individuals, by name and title, who have worked on the Management Audit during the invoice period;
- b) The hourly rates of these individuals as stated in the Proposal;
- c) The number of hours spent by each individual on the Management Audit;

- d) A listing by category of materials and supplies purchased during the invoice period;
- e) A list of transportation costs by each individual incurring transportation costs during the invoice period and the basis for calculating such costs; and
- f) The specific dates when services were rendered.

3. The approval of the Project Officer may also be withheld as to any costs that are not just, reasonable, or in conformity with costs in the Proposal.

4. The total amount paid the Consultant under this contract shall not exceed \$674,005. As part of the total cost, Phase III shall not exceed \$105,935. In addition, except as noted below:

- a) If, after the draft report is released, the Utility comes forth with substantial quantities of new or additional information requiring significant review and analysis by the Consultant, additional reasonable billings over and above the contracted amount may be allowed. The Consultant shall bill all such fees on invoices separate from those specified in paragraph C-1 above at the hourly rates specified in its Proposal. All such invoices shall be submitted to the Project Officer for approval before the invoices are sent to the Utility for payment.

(1) Prior to the Project Officer approving any such additional billing:

(a) The Consultant must thoroughly document:

(i) That the subject upon which information is now being provided was generally discussed in an interview or included in a data request; and

(ii) That the information, which is now being provided, is critical to the understanding of a particular task area that is the subject of the Consultant's report.

(b) The Utility must be given the opportunity to demonstrate that it provided complete responses to all requests for information and data from the Consultant.

(c) The Project Officer must consider the staff hours available to complete the project.

b) In the event that the Consultant is required to testify before the Commission in any contested litigation that results from the Management Audit findings and conclusions or from matters noted in "a" above, the reasonable costs of presenting the Management Audit findings and conclusions will be paid for by the Utility at the Consultant's standard compensation rates. The tasks involved in effectively presenting the Management Audit findings and conclusions would typically include preparation of responses to interrogatories, review of utility witness testimony, consultation with staff attorneys, preparation of cross examination, preparation of direct testimony, review of any rebuttal testimony, preparation of surrebuttal testimony, and preparation of input to staff briefs. Notwithstanding anything to the contrary set forth herein, the Utility shall not be responsible for any costs whatsoever with regard to the provisions of testimony or any investigation by the Consultant that occurs more than four years following the issuance of the Final Report.

5. In any invoice, if the costs for any individual expenditure exceed corresponding costs in the Proposal by 10% or more, they will not be approved unless prior written approval for the expenditure has been obtained from the Project Officer. In no case, however, may the total contract cost be exceeded.

6. No expenditures will be reimbursed if they were incurred before the effective date of this contract.

7. The final 10% of the amount for each phase of the Management Audit as specified in C. 4 above, less any disputed amounts, will be paid in the following manner:

- 5% upon release of the draft report to the Utility.
- 5% upon receipt of the Final Report.

This does not apply to any amounts that may be billed under 4. a) above.

8. All charges for services and other costs charged by the Consultant are subject to review at any time by the Utility and the Commission.

### **III. Other Rights of Parties**

#### **A. Commission's Right to Disapprove Expenditures**

The Commission shall have the right to approve or disapprove invoice expenditures and may adjust payment to the Consultant for the amount of any

disapproved expenditure. The Consultant will not be paid for any cost incurred for services not in compliance with the terms of this contract. Nothing herein shall preclude the Utility from questioning the reasonableness or propriety of any invoice, or any portion of an invoice, submitted by Consultant, prior to payment of the same.

B. Commission's Right to Make Amendments and Changes to Contract

Subject to the terms and conditions of this contract and to the statutory and common law of the Commonwealth of Pennsylvania, the Commission shall have the right to make changes in the Statement of Work in the Proposal, provided that any such changes are within the general scope of the Statement of Work, that payment for work performed under such changes shall be made pursuant to the Proposal, and that the total cost of this contract is not exceeded. Approval of the Utility for such changes shall not be required; however, prior to making any such change the Commission will consult with the Utility.

C. Confidentiality

1. The parties recognize that it will be necessary for the Consultant to review certain proprietary information of the Utility in order to complete the Management Audit. Accordingly, the Consultant, the Utility, and the Commission have executed a Nondisclosure Agreement that is attached hereto as Appendix D and incorporated by reference.

2. The executed contract, the selected proposal, and the Final Report may be released by the Commission, subject to confidentiality restrictions, without notification to the Consultant or the Utility. Any other information that is not otherwise public will be released only after consent of the Consultant and the Utility, except that upon completion of the Management Audit, the Commission shall have the right to release any information concerning this Management Audit, except as otherwise precluded by Section 4 of the Nondisclosure Agreement (Appendix D hereto).

3. If the release is to the media, the Commission agrees to inform the Utility prior to such release and to provide a copy of the release to the Utility.

4. No release of any information concerning the Management Audit other than the existence and nature of the investigation may be made by the Consultant or the Utility without the prior written approval of the Project Officer. This limitation shall not apply to the Utility after release of information contained in the Management Audit by the Commission.

D. Termination

The Commission reserves the right to terminate this contract with thirty (30) days' notice to the Consultant and the Utility if the Consultant's performance is unsatisfactory and not in keeping with the Proposal and the RFP, or for any breach of the terms contained herein. This provision shall not be construed as a limitation on other remedies for breach of this contract by the Consultant.

#### **IV. Other Agreements by the Parties**

##### **A. Non-Discrimination Clause**

During the term of this contract, as it affects any individual employed under this contract, the Consultant agrees as follows:

1. The Consultant shall not discriminate against any applicant for employment, any independent contractor, any socially/economically restricted business, or any other person because of race, color, religious creed, ancestry, national origin, age, sex, or disability.
2. The Consultant shall take affirmative action to ensure that applicants are employed and that employees or agents are treated fairly during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex, or disability. Such affirmative action shall include, but is not limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training.

##### **B. Status of Consultant**

The parties hereto agree that the Consultant and any agents and employees of the Consultant shall act, in the performance of this contract, in an independent capacity and not as officers, employees or agents of the Commission or the Utility.

##### **C. Interest of Consultant**

The Consultant warrants that it presently has no interest and promises that it shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant agrees that in the performance of this contract, it shall not knowingly employ any person having such interest. The Consultant further certifies that no member of the board of the Consultant or any of its officers or directors have such an adverse interest. Consultant personnel who perform the services are employees of the Consultant (or its subcontractors) and the Consultant will be solely responsible for payment of compensation to such persons. The Consultant agrees to indemnify and hold

harmless the Commission or the Utility for any claim asserted against the Commission or the Utility alleging that the Commission or the Utility is an employer, co-employer or joint employer of any Consultant personnel. The Consultant will assume full responsibility for payment of all federal, state, provincial and local taxes, withholding or contributions imposed or required under unemployment insurance, social security and income tax laws with respect to such persons. Should the Commission or the Utility be required to pay any amount to a governmental agency for failure to withhold any amount as may be required by law, the Consultant agrees to indemnify the Commission or the Utility for any amount so paid, including interest, penalties and fines. The Consultant is not an agent of the Commission or the Utility and has no authority to represent the Commission or the Utility as to matters, except as expressly authorized in this contract.

D. Disputes

All questions arising between the parties hereto respecting any matter pertaining to this contract or any part thereof or any breach of contract arising there under shall be referred to the Project Officer. Any dispute which cannot be settled by negotiations among the parties after submission to the Project Officer shall then be submitted to the Commission for resolution. The provisions of this paragraph D shall not be construed to limit the remedies of the Consultant and the Utility for breach of this contract, nor shall it limit the Utility's right to appeal to the Commonwealth Court. This provision shall not be construed as an arbitration provision that provides the Commission with arbitration powers.

E. Conflicts between the Contract, the RFP, and the Proposals

Whenever a provision of the Proposal conflicts with the Contract or the RFP, the provisions of the Contract and the RFP (which includes the Commission responses to questions from bidders) will prevail over the Proposal. Whenever a provision of the Contract conflicts with the RFP, the provisions of the Contract will prevail over the RFP.

F. Integration Clause

This contract, together with its attachments, constitutes the entire agreement between the parties, subject to the provisions of paragraph "G. Amendments" below. No other agreements, whether oral or written, or outside conditions, warranties, or understandings regarding the subject matter of this contract shall be deemed to exist or bind any of the parties hereto.

G. Amendments

No amendment or modification of this contract shall have any force or effect unless it is in writing and signed by all parties except as provided in this contract.

#### H. Applicable Law

This contract shall be interpreted, construed, and governed by the laws of the Commonwealth of Pennsylvania. The parties expressly agree to the personal and subject matter jurisdiction of the Courts of the Commonwealth of Pennsylvania.

#### I. Assignment and Delegation

Neither this Contract nor any of its benefits or duties may be assigned or delegated by subcontract or otherwise, except for those subcontracts specifically identified by this Contract, without prior written approval by the Project Officer, who shall first consult with the Utility. Any subcontract shall contain all of the provisions of this Contract.

#### J. Severability

If any provision of this Contract is invalid, the remainder of the Contract shall not be affected thereby if the essential terms and conditions of the Contract remain valid, legal, and enforceable.

#### J.2 Force Majeure

The Contractor is not liable for failure to perform the Contractor's obligations if such failure is a result of Acts of God (including fire, flood, earthquake, storm, tornado, hurricane or other natural disaster), war, invasion act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or prolonged failure of electricity [or telephone service]. If the suspension of performance continues for a period of more than three months as a result of a Force Majeure Event, the Commission or the Contractor is entitled to terminate this Contract by giving thirty-day notice to the other party pursuant to the notice provisions of this Contract.

#### K. Non-Waiver

No provision of this contract can be waived by any party unless made in writing and signed by the party against whom waiver is sought; nor shall the failure by any party to, at any time or on multiple occasions, require performance of any provision hereof be construed as a waiver of future enforcement thereof; nor shall

waiver by any party of any breach hereof be construed as a waiver of any future breach.

L. Time of the Essence

Time is of the essence in this contract and any failure to perform any of the terms hereof in the time and manner specified shall be deemed a material breach of this contract.

M. Effective Date and Term of Contract

The effective date of this contract shall be fixed by the Issuing Office after the contract has been fully executed by the Offeror, the Utility and by the Commission and all approvals required by the Commonwealth contracting procedures have been obtained. All services must be provided by September 2, 2016, unless the Project Officer and Consultant shall agree to an extension at no additional cost.

N. Insurance

During the performance of the work covered by this contract, the Consultant shall maintain the following minimum insurance coverage at no additional cost to the Utility:

1. Workers' Compensation Insurance as required by law.
2. Employer's Liability Insurance (bodily injury) of \$1,000,000 per accident, and Employer's Liability Insurance (occupational diseases) of \$1,000,000 per person and \$2,000,000 in the general aggregate.
3. Comprehensive General Liability Insurance of \$1,000,000 each person; \$1,000,000 each occurrence for bodily injuries; and \$1,000,000 for property damage.
4. Compensation Automobile Liability Insurance covering all owned and hired vehicles of \$1,000,000 each person, \$1,000,000 each accident for bodily injuries, and \$1,000,000 each accident for property damage.

The insurance called for above is subject to the normal limitations and exclusions applying to each type of insurance; provided, however, that first dollar coverage shall be provided for each type. The Utility and the Commission will be named as an additional insured on the policies referred to in 2, 3, and 4 above and such insurance shall be endorsed to require the insurer to furnish the Commission and the Utility with ten (10) days written notice prior to the effective date of any cancellation of insurance.

Upon request, the Consultant shall furnish the Utility with certificates or other documentary evidence showing that the insurance to be carried by the Consultant in accordance with this Article has been arranged.

O. Indemnity

The Consultant agrees and undertakes to indemnify, defend, and hold harmless the Commission, its employees and agents, and the Utility, and its Affiliates, shareholders, Board members, directors, officers, employees and agents, against all liabilities, claims, damages, causes of action, judgments, costs and expenses, including reasonable attorneys' fees, relating to or arising out of any action or operation of the Consultant, or its respective agents, employees, or subcontractors under this Contract, including but not limited to personal injury or property damage, including but not limited to injury or damage to the person or property of the Commission, the Utility, or the Consultant, or their respective agents, employees, or subcontractors, and shall, at the request of the Commission, defend any and all actions brought against the Commission, its employees and agents, and the Utility and its Affiliates, shareholders, Board members, directors, officers, employees and agents, based upon any such claims or demands. The Contractor expressly waives use of the "statutory employer" defenses provided in the Pennsylvania Worker's Compensation Act at 77 P.S. § 481(a) and (b) and 77 P.S. § 52 with regard to this indemnity.

P. LIMITATION OF LIABILITY

**IN NO EVENT, WHETHER BASED ON CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL THE COMMISSION, ITS EMPLOYEES AND AGENTS, OR THE UTILITY, ITS EMPLOYEES AND AGENTS, BE LIABLE TO THE CONSULTANT FOR SPECIAL INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE OR COST OF CAPITAL.**

Q. Final Report Copies

The Consultant shall provide 40 copies of the Final Report (including one unbound copy suitable for reproduction) to the Commission and 12 copies of the Final Report (including one unbound copy suitable for reproduction) to the Utility. The Consultant shall also provide an electronic version of the Final Report that is compatible with the Commission's network software.

R. Immunity

Nothing contained in this contract shall be construed as a waiver of the immunity of the Commonwealth or the Commission against suit.

S. Potential Conflicts of Interest

In order to insure a completely independent audit and provide maximum credibility to the resultant report, the consulting firm selected will not be permitted to perform subsequent work for the Utility for a period of one year following completion of the audit without the approval of the Commission.

T. Jurisdiction

It is understood and agreed that this Management Audit shall be limited to matters within the jurisdiction of the Commission.

U. Gratuities

The Consultant, on behalf of itself and its employees, agents, and subcontractors, warrants that no gratuity, payment, gift, service or other item of value has been or will be offered to any Utility or Commission employee or to any family member or designee, associate or agent of any Utility or Commission employee. The tendering of any such gratuity, payment, gift, service or item of value to a Utility or Commission employee or to any family member or designee, associate or agent of any Utility or Commission employee, is an act of default and shall give rise to an immediate right of termination by the Commission of this Agreement. In addition, the Consultant will be liable to the Commission for any damages, direct, indirect or consequential, as a result of the tendering of any such gratuity, payment, gift, service or item of value to a Utility or Commission employee or to any family member or designee, associate or agent of any Utility or Commission employee, whether such action is caused by the Consultant, its employees, agents or subcontractors.

V. Employees, Background Checks, Substance Abuse

1. Contractor shall employ for the work only persons known to it to be experienced, qualified, reliable, and trustworthy. At the request of the Project Officer, the credentials of any of Contractor's employees assigned to perform the work shall be submitted to the Project Officer in advance of such assignment. During the performance of the work, Commission staff may object to any Contractor's employee, who, in their opinion, does not meet these criteria. In such case, Contractor shall at its expense and risk, immediately replace and remove such employee and promptly advise the Commission's Project Officer.

2. Contractor shall make reasonable efforts to ensure that Contractor's employees assigned to work on this Project do not have criminal records and are not involved in criminal activity which could create a risk of fraud/embezzlement and/or a risk to the Commission's or Utility's employees.

3. Substance Abuse. Contractor agrees to comply with all applicable state and federal laws regarding a drug-free workplace. Contractor shall make a good faith effort to ensure that all Contractor's employees undertaking work will not be under the influence, purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way. Upon actual knowledge of such activity or any such potential activity, Contractor shall immediately remove any such employee or employees from the work and immediately contact the Project Officer to inform them of the circumstances.

IN WITNESS THEREOF, intending to be legally bound, the Consultant, Utility, and the Commission, have caused this Contract to be approved and executed under their signatures with a duplicate copy being provided to each of the parties.

David P. Vondle  
(Vondle & Associates, Inc.)

5/8/15  
(Date)

Dennis A. Weber, Jr.  
(PPL Electric Utilities Corporation)

5/15/15  
(Date)

Robert C. Gramola  
Robert C. Gramola  
Director of Administration  
Pennsylvania Public Utility Commission

4/29/15  
(Date)

Bohdan R. Pankiw  
Bohdan R. Pankiw  
Chief Counsel  
Pennsylvania Public Utility Commission

4-29-15  
(Date)