



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

January 31, 2017

Via Electronic Filing

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

Re: Pennsylvania Public Utility Commission, Bureau of Investigation
and Enforcement v. Clearview Electric, Inc.
Docket No. C-2016-2543592

Dear Secretary Chiavetta:

Enclosed for electronic filing is the Answer of the Bureau of Investigation and Enforcement of the Pennsylvania Public Utility Commission in opposition to the Motion for Summary Judgement of Clearview Electric, Inc. in the above referenced case. Copies have been served on the parties of record in accordance with the Certificate of Service.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephanie M. Wimer".

Stephanie M. Wimer
Prosecutor
PA Attorney ID No. 207522

Enclosures

cc: Honorable Elizabeth H. Barnes
As per Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Pennsylvania Public Utility Commission,	:	
Bureau of Investigation and Enforcement,	:	
Complainant	:	
	:	
v.	:	C-2016-2543592
	:	
Clearview Electric, Inc.	:	
Respondent	:	

**ANSWER OF THE BUREAU OF INVESTIGATION AND ENFORCEMENT
IN OPPOSITION TO THE MOTION FOR SUMMARY JUDGMENT OF
CLEARVIEW ELECTRIC, INC.**

NOW COMES, the Bureau of Investigation and Enforcement (I&E or Complainant) of the Pennsylvania Public Utility Commission (Commission) by and through its prosecuting attorneys, and files this Answer in opposition to the Motion for Summary Judgment of Clearview Electric, Inc. (Clearview or Company or Respondent), pursuant to 52 Pa. Code § 5.102(b).

I. ARGUMENT IN SUPPORT OF I&E’S ANSWER OPPOSING CLEARVIEW’S MOTION

Clearview’s Motion for Summary Judgment is predicated upon a dubious claim, set forth in a testimonial affidavit sponsored by Clearview, that the disclosure statement that it sent to customers who enrolled in a variable rate plan with a rate cap of 17.9 cents per kilowatt hour (kWh) authorized Clearview to add a gross receipts tax (GRT) to the rate, thereby permitting the rate to exceed the cap of 17.9 cents per kWh. Clearview’s Motion, which argues that billing a rate of 18.99 cents per kWh on 10,334 separate

occasions did not violate 52 Pa. Code § 54.4(a)¹ because of the addition of the GRT, should be rejected for two reasons. First, Clearview's Motion exclusively relies on its own testimonial affidavit to establish the non-existence of a genuine issue of material fact in contradiction of well-settled law. Second, the plain language of Clearview's disclosure statement expressly includes the GRT in the capped variable rate quoted to customers and, thus, the merits of Clearview's argument also fail.

A. CLEARVIEW'S MOTION FAILS TO MEET THE STRINGENT STANDARD FOR GRANTING SUMMARY JUDGMENT

Summary judgment is properly granted where the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue of material fact and that the moving party is entitled to a judgment as a matter of law. *Pa. State Univ. v. County of Centre*, 532 Pa. 142, 144-45 (1992). An entry of summary judgment may be granted only in cases where the right is clear and free from doubt. *Davis v. Brennan*, 698 A.2d 1382 (Pa. Cmwlth. 1997). The moving party has the burden of proving the non-existence of any genuine issue of material fact. *Id.* The record must be viewed in the light most favorable to the non-moving party, and all doubts as to the existence of a genuine issue of material fact must be resolved against the moving party. *Schnupp v. Port Auth. of Allegheny County*, 710 A.2d 1235 (Pa. Cmwlth. 1998).

¹ Section 54.4(a) of the Commission's regulations requires electric generation suppliers (EGS) to bill prices that reflect the marketed prices and the agreed upon prices in the disclosure statement. 52 Pa. Code § 54.4(a).

Clearview seeks summary judgment based on the affidavit of Frank McGovern, President of Clearview, which asserts that the Company charged an acceptable rate established in its disclosure statement by adding the GRT to the price per kWh. The McGovern affidavit is an insufficient basis for summary judgment under the rule of *Borough of Nanty-Glo v. Am. Sur. Co.*, 309 Pa. 236 (1932). In *Nanty-Glo*, the Supreme Court of Pennsylvania held that testimonial, not documentary, affidavits of the moving party or its witnesses, even if uncontradicted, will not afford sufficient basis for the entry of summary judgment since the credibility of the testimony is still a matter for the fact finder. Thus, the *Nanty-Glo* rule precludes summary judgment where the moving party relies exclusively on its own testimonial affidavits or depositions to establish the absence of a genuine issue of material fact. *See O'Rourke v. Pa. Dep't of Corr.*, 730 A.2d 1039, 1041 (Pa. Cmwlth. 1999); *See also Kaplan v. Se. Pa. Transp. Auth.*, 688 A.2d 736 (Pa. Cmwlth. 1997).

Clearview's Motion points to no other evidence besides the McGovern affidavit to support its claim that Clearview billed a rate to customers who had enrolled in the capped variable rate plan consistent with the disclosure statement for bills issued in February, March and April 2014. Under *Nanty-Glo*, relying on McGovern's self-serving affidavit to grant summary judgment is prohibited.

Moreover, the McGovern affidavit directly contradicts factual assertions made² and evidence presented³ by I&E. I&E has continuously asserted throughout this

² *See* I&E's Complaint in this proceeding filed on May 4, 2016.

³ I&E Statement No. 1, the Direct Testimony of Daniel Mumford.

proceeding that Clearview violated Section 54.4(a) of the Commission's regulations, 52 Pa. Code § 54.4(a), by failing to bill a rate set forth in Clearview's disclosure statement on 10,334 invoices. In fact, I&E served as evidence Clearview's own billing data and has highlighted each of the 10,334 overcharges that I&E alleges violate 52 Pa. Code § 54.4(a).⁴ Therefore, questions of material fact exist that preclude the grant of summary judgment.

Furthermore, the litigation schedule established in this proceeding⁵ affords I&E with the opportunity to provide written surrebuttal testimony on February 13, 2017, which is I&E's earliest opportunity to respond to the specific claims regarding the GRT that were first raised by Clearview in its rebuttal testimony served on January 9, 2017.⁶ Granting summary judgment at this early stage, before the close of testimony, would deprive I&E of the opportunity to respond to Clearview's rebuttal as well as cross-examine Clearview's witnesses regarding the GRT. Granting summary judgment would also deprive the fact finder of the ability to evaluate the credibility of the claims advanced by Clearview. Therefore, for all of the reasons advanced above, granting Clearview's Motion for Summary Judgment is procedurally improper.

B. GENUINE ISSUES OF MATERIAL FACT EXIST WITH REGARD TO WHETHER CLEARVIEW BILLED IN ACCORDANCE WITH THE DISCLOSURE STATEMENT IT ISSUED TO CUSTOMERS

McGovern's affidavit, which claims that the GRT may be added to the price per kWh according to the terms and conditions of Clearview's disclosure statement, is

⁴ I&E Statement No. 1, I&E Exhibits 6A and 7A.

⁵ Order Amending Procedural Order entered December 6, 2016.

⁶ Clearview Statement No. 4.

dubious at best. The **plain and unambiguous language** of Clearview’s disclosure statement expressly **includes** the GRT in the price per kWh. It provides as follows:

2. (a) **Basic Service Prices** - *Itemize Basic Services you are billing for and their prices.*

You will pay a variable rate⁷ per kWh for electric generation service. Variable rate is based upon current market conditions and projected wholesale electric prices. **Price per kWh can range from 8.9 cents to 17.9 cents, plus all applicable taxes. This price includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Taxes.**⁸ All pricing can be viewed at <http://www.clearviewenergy.com/>.

I&E Statement No. 1, I&E Exhibit 5.

As set forth in the terms and conditions of Clearview’s disclosure statement, the GRT, transmission charges and estimated total state taxes are included in the price per kWh for electric generation service, which is capped at 17.9 cents per kWh.

Furthermore, the Commission has directed that the GRT be included in the price per kWh so that customers may make an easy “apples-to-apples” comparison with an EDC’s price-to-compare (PTC). The Commission has stated as follows:

The price that an EGS presents to a residential or small business customer is expected to be “all-inclusive” – including all of the pricing components found in the PTC for default customers (generation, transmission where applicable, gross receipts tax, etc.).

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 28 (hereinafter referred to as *Fixed Price Labels Order*).

⁷ (emphasis in original).

⁸ (emphasis added).

Thus, the plain and unambiguous language of Clearview's disclosure statement seemingly conflicts with the McGovern affidavit and certainly shows that genuine issues of material fact exist with respect to Clearview's action of billing a rate of 18.99 cents per kWh between February and April 2014 to customers enrolled in the capped variable rate plan. For this reason and other reasons more fully discussed herein, Clearview's Motion for Summary Judgment should be wholly denied.

II. I&E's ANSWER IN OPPOSITION OF CLEARVIEW'S MOTION FOR SUMMARY JUDGMENT

1. Admitted upon information and belief.
2. Admitted. By way of further answer, I&E also alleges that Clearview failed to provide notice to customers of a change in contract terms in that the specific term of Clearview's capped variable rate pricing plan, which provided a range of rates from 8.9 cents to 17.9 cents per kWh, was changed to include rates that exceeded the maximum 17.9 cents per kWh without prior communication of this change to affected customers. I&E asserts that Clearview's failure to provide such notice violates Section 54.5(g) of the Commission's regulations, 52 Pa. Code § 54.4(g), which was in effect prior to June 14, 2014,⁹ and the Commission's Order concerning *Interim Guidelines Regarding Advance Notification by an Electric Generation Supplier of Impending Changes Affecting Customer Service; Amendment re: Supplier Contract Renewal/Change Notices*, Docket Nos. M-2010-2195286 and M-0001437 (Order entered September 23, 2010).

⁹ See 37 Pa. Bull. 4996 (September 15, 2007).

3. Admitted in part and denied in part. It is admitted that prior to June 1, 2013, Clearview issued disclosure statements to customers enrolled in variable rate plans that provided a per kWh price range of 8.9 cents to 17.9 cents per kWh. It is denied that the per kWh price excluded the GRT. It is admitted that during the months of February, March and April 2014, Clearview exceeded the 17.9 cents per kWh maximum price and charged 4,157 customers a rate of 18.99 per kWh.

4. Denied. It is denied that Clearview billed prices in February, March and April 2014 consistent with the pricing information set forth in its disclosure statement. It is specifically denied that Clearview was permitted under the terms and conditions of its disclosure statement to add the applicable GRT to the 17.9 cents per kWh capped rate.

5. Denied. It is specifically denied that Clearview was permitted under the terms and conditions of its disclosure statement to add the applicable GRT to the 17.9 cents per kWh capped rate. It is also denied that Clearview did not violate 52 Pa. Code § 54.4(a) each time it billed a rate of 18.99 cents per kWh between February and April 2014 to customers enrolled in the capped variable rate plan.

6. Admitted.

7. Admitted.

8. Admitted.

9. Admitted.

10. Admitted.

11. Admitted.

12. Admitted. By way of further answer, claims regarding the addition of the GRT to the price charged by Clearview were first raised in Clearview's rebuttal testimony. Such facts were not alleged in Clearview's Answer or New Matter.

13. Admitted. By way of further answer, I&E's surrebuttal testimony is I&E's first opportunity to respond to Clearview's claims pertaining to the GRT in accordance with the procedural schedule established in this proceeding.

14. Admitted.

15. The averment states a conclusion of law to which no response is required.

16. The averment states a conclusion of law to which no response is required.

17. The averment states a conclusion of law to which no response is required.

18. The averment states a conclusion of law to which no response is required.

19. The averment states a conclusion of law to which no response is required.

20. Denied. The self-serving testimonial affidavit submitted by Clearview to support the purported absence of a genuine issue of material fact is an impermissible basis to grant summary judgment. *Nanty-Glo*, 309 Pa. 236. Genuine issues of material fact with regard to the alleged violations of Section 54.4(a) of the Commission's regulations, 52 Pa. Code § 54.4(a), exist and, if anything, Clearview's Motion further establishes that it charged in excess of the agreed-upon rate set forth in its disclosure statement because it was not permitted to add the GRT to the price per kWh under the plain language of the disclosure statement and applicable law.

21. Admitted in part and denied in part. Any implication that Clearview was permitted under the terms and conditions of its disclosure statement to add the applicable GRT to the 17.9 cents per kWh capped rate is specifically denied. The remainder of the averment in Paragraph 21 is admitted.

22. Admitted upon information and belief.

23. Admitted upon information and belief.

24. Denied. Pursuant to the terms and conditions of Clearview's legacy disclosure statement, the GRT, transmission charges and estimated total state taxes are included in the price per kWh for electric generation service, which was capped at 17.9 cents per kWh. By way of further answer, Clearview's Appendix II that was attached to Clearview's Motion indicates that the Commission's Office of Competitive Market Oversight (OCMO) directed EGSs to include the GRT in prices that EGSs offer to permit consumers to make an apples-to-apples comparison of the PTC. OCMO's direction is consistent with the Commission's *Fixed Price Labels Order*.

25. Denied. It is specifically denied that the price of 18.99 cents per kWh is within the acceptable price range set forth in Clearview's disclosure statement, which provided a cap of 17.9 cents per kWh. Clearview was not permitted to add the GRT to the price per kWh pursuant to the plain language of its own disclosure statement and applicable law.

26. Denied. The Commission is permitted to review language in an EGS's disclosure statement to determine whether it conforms to the Public Utility Code (Code), Commission regulations and other applicable law. Section 2807(d)(2) of the Code, 66

Pa.C.S. § 2807(d)(2), directs the Commission to establish regulations to require each EGS 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.” Section 2807(d)(2) of the Code further provides that “information shall be provided to consumers in an understandable format that enables consumers to compare prices and services on a uniform basis.” 66 Pa.C.S. § 2807(d)(2). Consistent with that directive, the Commission promulgated customer information regulations that apply to the electric industry in Chapter 54 of Title 52 of the Commission’s regulations. Section 54.5 of the Commission’s regulations addresses the information that an EGS is expected to include in disclosure statements provided to residential and small business customers, which includes pricing information. *See also Office of Small Business Advocate v. FirstEnergy Solutions Corp.*, Docket No. P-2014-2421556 (Order entered January 26, 2015) at 18-19 (finding that the Commission is able to ensure, *inter alia*, that an EGS is abiding by the standards of disclosure). Thus, the Commission is clearly authorized to review disclosure statements and make a determination about whether the information set forth therein adheres to the Code, Chapter 54 of the Commission’s regulations and other applicable law. Moreover, Clearview’s argument that the Commission is precluded from determining whether a price of 18.99 cents per kWh conforms to its disclosure statement because that determination would require an interpretation of contracts beyond the Commission’s jurisdiction is particularly disingenuous when Clearview is simultaneously requesting that the Commission interpret the language of its disclosure statement with respect to the addition of GRT in its favor.

27. The averment states a conclusion of law to which no response is required.

28. The averment states a conclusion of law to which no response is required.

29. Admitted in part and denied in part. It is admitted that the Commission does not regulate the ultimate price that an EGS charges a customer. It is denied that the Commission lacks jurisdiction to review pricing information that an EGS provides to a customer and make a determination as to whether an EGS billed in accordance with the prices it marketed and the prices set forth in its disclosure statement.

30. Admitted in part and denied in part. It is admitted that the Commission's jurisdiction does not extend to contract law. It is denied that an inability to interpret a contract equates to an inability to review an EGS's disclosure statement to determine compliance with the Code, Commission regulations and other applicable law. The Commission has stated that it can "ensure that an EGS is abiding by the standards of conduct and disclosure, the marketing and sales Regulations, and the contract expiration/change-of-terms notice requirements; and that the rate billed by an EGS was calculated in accordance with those materials." *Office of Small Business Advocate v. FirstEnergy Solutions Corp.*, Docket No. P-2014-2421556 (Order entered January 26, 2015) at 18-19.

31. The averment states a conclusion of law to which no response is required. By way of further answer, merely because courts of common pleas have decided contractual disputes between EGSs and customers would not preclude the Commission from retaining jurisdiction over whether the prices charged by an EGS conformed with the EGS's disclosure statement.

32. Admitted in part and denied in part. It is admitted that the Commission has found that it may determine whether an EGS's prices conformed to the disclosure statement and marketed prices. It is denied that adequate legal authority does not exist to enable the Commission to make such a determination. *See* 66 Pa.C.S. § 2807(d)(2) (directing the Commission to establish regulations overseeing information that EGSs provide to customers); 66 Pa.C.S. § 2809(b) (requiring EGSs to comply with the Code and Commission regulations and orders); 52 Pa. Code §§ 54.1 – 54.10 (relating to customer information concerning the purchase of electricity services); *Commonwealth of Pa., et al. v. IDT Energy, Inc.*, Docket No. C-2014-2427657 (Order entered December 18, 2014) (concluding that the Commission has jurisdiction to determine whether prices charged to customers by an EGS conform to the EGS's disclosure statement) (hereinafter referred to as *IDT Interlocutory Order*); *Commonwealth of Pa., et al. v. Respond Power LLC*, Docket No. C-2014-2427659 (Order entered April 9, 2015) (concluding that the Commission has jurisdiction to determine whether prices charged to customers by an EGS conform to the EGS's disclosure statement); and *Commonwealth of Pa., et al. v. Blue Pilot Energy, LLC*, Docket No. C-2014-2427655 (Order entered December 11, 2014) (concluding that the Commission has jurisdiction to determine whether prices charged to customers by an EGS conform to the EGS's disclosure statement). By way of further answer, no legal principle precludes the Commission from relying on its prior orders that decided questions presented on interlocutory review as precedent. In fact, the Commission relied on the *IDT Interlocutory Order* as precedent to resolve similar issues in a separate matter. *See Herp v. Respond Power LLC*, Docket No. C-2014-2413756

(Order entered January 28, 2016) at 39 (ordering a billing adjustment based on the finding of a violation with respect to oral marketing).

33. Admitted in part and denied in part. It is admitted that the Commission found that an EGS violated Section 54.4(a) of the Commission's regulations, 52 Pa. Code § 54.4(a), by charging a price that did not confirm to the price promised in the disclosure statement. *Pa. Pub. Util. Comm'n, Bureau of Investigation and Enforcement v. HIKO Energy LLC*, Docket No. C-2014-2431410 (Order entered December 3, 2015). It is denied that the Commission did not review the language of the EGS's disclosure statement in rendering a conclusion that the EGS charged a price in excess of the price promised to customers. *Id.* at 10.

34. Admitted in part and denied in part. It is admitted that Clearview charged a price of 18.99 cents per kWh to customers who were entitled to receive a variable rate capped at 17.9 cents per kWh. It is denied that the Commission lacks subject matter jurisdiction to review the language of Clearview's disclosure statement in making a determination about whether Clearview billed prices in accordance with its disclosure statement. By way of further answer, Clearview's argument essentially requests the presiding Administrative Law Judge (ALJ) and Commission to delve into an interpretation of its disclosure statement and find that Clearview was permitted to charge "all applicable taxes" to the price per kWh, while ignoring the remaining language in its disclosure statement. Clearview's argument that the Commission is prohibited from interpreting the terms of a disclosure statement is incredibly disingenuous since Clearview is simultaneously requesting such an interpretation.

35. Denied. The ultimate question for the Commission is to determine the amount of the civil penalty that should be imposed on Clearview for charging in excess of 17.9 cents per kWh on 10,334 occasions. The plain language of Clearview's disclosure statement, which the Commission has the authority to review, as well as applicable law, provides that the GRT is not included in the price per kWh.

36. Denied. The Commission has subject matter jurisdiction to review the language of Clearview's disclosure statement when determining whether Clearview billed prices in accordance with its disclosure statement. Any other result would nullify the Commission's obligation to oversee that an EGS is providing "adequate and accurate customer information." 66 Pa.C.S. § 2807(d)(2). By way of further answer, this provision of Clearview's disclosure statement expressly includes the GRT in the capped variable rate of 17.9 cents per kWh that was quoted to customers.

37. Denied. The Commission has subject matter jurisdiction to review the language of Clearview's disclosure statement when determining whether Clearview billed prices in accordance with its disclosure statement. Any other result would nullify the Commission's obligation to oversee that an EGS is providing "adequate and accurate customer information." 66 Pa.C.S. § 2807(d)(2). Clearview's disclosure statement clearly indicates that the "price" is inclusive of the GRT, even though it may exclude state and local *sales* tax, which is different from the GRT.

38. Denied. It is denied that Clearview had no legal obligation to include the GRT in the price it billed to customers. First, the plain language of Clearview's disclosure statement unambiguously indicates that the price per kWh includes the GRT,

whether the price was the starting price or the ceiling of the capped variable price. EGSs, such as Clearview, are required to bill prices in accordance with its disclosure statement pursuant to 52 Pa. Code § 54.4(a). Secondly, Section 2807(d)(2) of the Code, 66 Pa.C.S. § 2807(d)(2), requires EGSs to provide information to consumers “in an understandable format that enables consumers to compare prices and services on a uniform basis.” The Commission developed the concept of the PTC¹⁰ so that the default service price of an EDC could be compared with an EGS’s price on a uniform basis. The Commission has stated that the intent of the PTC “is to provide a bundled price that a consumer can use to compare EGS prices. To make an ‘apples-to-apples’ comparison possible, it follows that EGS prices should be similarly bundled.” *Fixed Price Labels Order* at 28. The Commission further directed that “the price that an EGS presents to a residential or small business customer is expected to be ‘all-inclusive’ – including all of the pricing components found in the PTC for default customers (generation, transmission where applicable, gross receipts tax, etc.).” *Id.* Thus, Clearview was required to include the GRT in its price.

39. Admitted. It is admitted that OCMO directed EGSs to include the GRT in prices that EGSs offer to permit consumers to make an apples-to-apples comparison of the PTC. It is admitted that the PTC applies to EDCs, but is used as a point of comparison for EGS prices. It is also admitted that informal guidance provided by OCMO is not binding. By way of further answer, OCMO’s informal guidance related to

¹⁰ PTC is defined at Section 54.182 of the Commission’s regulations as “a line item that appears on a retail customer’s monthly bill for default service. The PTC is equal to the sum of all unbundled generation and transmission related charges to a default service customer for that month of service.” 52 Pa. Code § 54.182.

the inclusion of the GRT in EGS prices was adopted by the Commission and set forth in the *Fixed Price Labels Order*, which is binding.

40. Admitted in part and denied in part. It is admitted that in the *Fixed Price Labels Order*, the Commission conveyed its expectation that EGSs include the GRT in the price it presents to customers. *Fixed Price Labels Order* at 28. The Commission further stated that should an EGS not follow the Commission's expectations set forth in the *Fixed Price Labels Order*, the EGS "takes the risk that a consumer or other agency may file a complaint asserting a violation of the Public Utility Code, Commission regulations or the UTPCPL."¹¹ *Id.* at 24. Thus, it is denied that the *Fixed Price Labels Order* is not enforceable in the instant matter. It is also denied that the *Fixed Price Labels Order*, which became effective on November 14, 2013, does not apply to Clearview in the instant proceeding; the billing at issue in the current matter occurred in February, March and April 2014, after the effective date of the *Fixed Price Labels Order*.

41. Denied. It is denied that Clearview was permitted under the terms and conditions of its disclosure statement, as well as applicable law, to add the GRT to the 17.9 cents per kWh capped rate.

¹¹ UTPCPL refers to the Unfair Trade Practices and Consumer Protection Law, 73 P.S. §§ 201-1, *et seq.*

WHEREFORE, for all the foregoing reasons, the Bureau of Investigation and Enforcement of the Pennsylvania Public Utility Commission respectfully requests that the Office of Administrative Law Judge and the Commission deny the Motion for Summary Judgment filed by Clearview Electric, Inc.

Respectfully submitted,



Stephanie M. Wimer
Prosecutor
PA Attorney ID No. 207522

Michael L. Swindler
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Dated: January 31, 2017

PENNSYLVANIA PUBLIC UTILITY
COMMISSION, BUREAU OF
INVESTIGATION AND ENFORCEMENT,
Complainant

v.

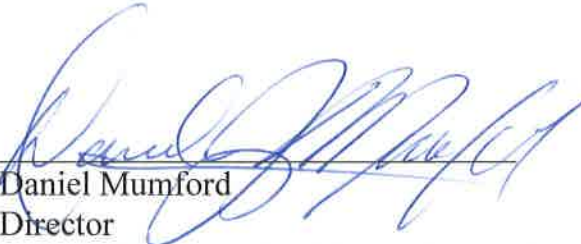
CLEARVIEW ELECTRIC, INC.,
Respondent

DOCKET NO. C-2016-2543592

VERIFICATION

I, Daniel Mumford, Director, Office of Competitive Market Oversight of the Pennsylvania Public Utility Commission, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief and that I expect that Complainant will be able to prove same at any 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: January 31, 2017


Daniel Mumford
Director
Office of Competitive Market Oversight
Pennsylvania Public Utility Commission

Pennsylvania Public Utility
Commission, Bureau of Investigation
and Enforcement,

Complainant

v.

Clearview Electric, Inc.,
Respondent

Docket No. C-2016-2543592

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 52 Pa. Code § 1.54 (relating to service by a party).

Service by First Class Mail and Electronic Mail:

Karen O. Moury, Esq.
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Dated: January 31, 2017