

RECEIVED
2012 NOV 19 AM 11:18
PA.P.U.C.
SECRETARY'S BUREAU

STEVENS & LEE
LAWYERS & CONSULTANTS

17 North Second Street
16th Floor
Harrisburg, PA 17101
(717) 234-1090 Fax (717) 234-1099
www.stevenslee.com

Direct Dial: (717) 255-7365
Email: mag@stevenslee.com
Direct Fax: (610) 988-0852

November 16, 2012

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

Re: Washington Gas Energy Services, Inc.
Request to Substitute Parental Guarantee for Security Pursuant to 66 Pa.C.S.A.
2809 (c)(1)(i)
Docket No. A-110158

Dear Secretary Chiavetta:

In response to the November 5, 2012 letter from Paul Diskin, Director of the Bureau of Technical Utility Services, please accept this letter as the request of Washington Gas Energy Services, Inc. ("WGES") to furnish a corporate parental guarantee to satisfy the security requirements of 66 Pa.C.S.A. 2809(c)(1)(i) in lieu of posting a financial responsibility bond.

WGES is an indirect wholly-owned subsidiary of WGL Holdings, Inc. ("WGL"). WGL is a publicly traded utility holding company trading on the New York Stock Exchange under ticker symbol "WGL". In addition to WGES, WGL wholly owns Washington Gas, a natural gas utility serving over one million customers in Washington D.C., Virginia, and Maryland, along with several other energy services companies.

WGES has been licensed as an Electric Generation Supplier ("EGS") in Pennsylvania since 2002. WGES is also licensed as a Natural Gas Supplier in Pennsylvania¹. Since becoming licensed in Pennsylvania, WGES has always met all of its financial, annual reporting, and other

¹ See Order dated July 16, 2010 in Docket No. A-2010-2176410

Philadelphia • Reading • Valley Forge • Lehigh Valley • Harrisburg • Lancaster • Scranton
Wilkes-Barre • Princeton • Cherry Hill • New York • Wilmington

A PROFESSIONAL CORPORATION

STEVENS & LEE
LAWYERS & CONSULTANTS

Secretary Rosemary Chiavetta
Pennsylvania Public Utility Commission
November 16, 2012
Page 2

license compliance obligations. WGES has no outstanding Pennsylvania Tax liabilities, and since becoming licensed WGES has paid its Gross Receipts Tax obligations in full and in a timely manner. WGES also has no outstanding financial obligations to any of its customers, to any of the Electric Distribution Companies (“EDCs”) in Pennsylvania or to PJM.

In lieu of posting a security bond to meet its obligation under 66 Pa.C.S.A. § 2809(c), WGES respectfully requests permission to submit the parental guarantee of WGL to satisfy its security requirement. WGL’s credit rating is A+ or equivalent, as reflected in the attached credit rating summary. WGL has an extremely strong financial position, with total 2011 operating revenues of over \$2.7 billion, and total assets of over \$3.8 billion according to its most recent Annual Report, a full copy of which is available at <http://www.wglholdings.com/annuals.cfm>.

Clearly, WGL has more than sufficient assets and revenues to cover any Gross Receipts Tax or other financial liabilities that WGES may incur in Pennsylvania. Providing a corporate guarantee will allow WGES to avoid the cost of obtaining a security bond, which is estimated to be approximately .5% of the total amount of the bond. Both the Electricity Generation and Customer Choice and Competition Act and the Commission’s regulations at 52 Pa. Code § 54.40 permit the Commission to approve security other than a bond to ensure the financial responsibility of an EGS. The Commission’s regulations currently permit the use of parental guarantees to satisfy the security requirements of Natural Gas Distribution Companies (“NGDCs”) in Pennsylvania, and in fact, WGES currently provides the parental guarantee of WGL to satisfy the security requirements of PECO and Columbia Gas of PA. Copies of those parental guarantees are attached hereto, and WGES would propose to submit a parental guarantee in substantially the same form if the Commission approves the within request. The guarantee would be in an amount equal to 10% of the gross receipts from WGES’s sales of electricity in 2012.

It also should be noted that the Commission has recently approved the use of parental guarantees to satisfy EDC creditworthiness requirements. See the Commission’s Final Order in its *Investigation of Pennsylvania’s Retail Electricity Market, Intermediate Work Plan*, Docket No. I-2011-2237952 (Order entered March 2, 2012).

In conclusion, the provision of a corporate guaranty is permissible under 66 Pa.C.S.A. § 2809(c), and the use of parental guarantees to satisfy NGDC and EDC security requirements is well-established in Pennsylvania. As a publicly traded utility holding company with assets of several billion dollars, WGL clearly has the financial wherewithal to secure the obligations of WGES, and a guarantee from such a financially strong parent should provide the Commission with the same level of comfort as a security bond.

STEVENS & LEE
LAWYERS & CONSULTANTS


Secretary Rosemary Chiavetta
Pennsylvania Public Utility Commission
November 16, 2012
Page 3

All of the statements made herein are verified by Telemac Chryssikos, Director of Business & Technical Support, Office of General Counsel at Washington Gas, as indicated on the attached Verification. Copies of this request are being served on the Bureau of Technical Utility Services, the Office of Consumer Advocate, Office of Small Business Advocate, Bureau of Investigation and Enforcement, PA Department of Revenue, and all of the EDCs in Pennsylvania in whose territories WGES is licensed to operate. As indicated in Mr. Diskin's letter, WGES's current bond expires on January 1, 2013, and WGES must have replacement security in place before that time. As such, WGES respectfully requests approval of this request via Secretarial Letter at the Commission's earliest convenience, to allow time for the submission of the required security instrument prior to January 1, 2013.

WGES appreciates your consideration of this request. If you have any questions or need any additional information in order to process this request, please do not hesitate to contact me.

Best Regards,

STEVENS & LEE


Michael A. Grubb, Esq.
Counsel for WGES

Enclosures

cc: James Shurskis, PA PUC Bureau of Technical Utility Services
Robert Young, Esq., Deputy Chief Counsel, Law Bureau
Pennsylvania Department of Revenue, Bureau of Compliance
Office of Consumer Advocate
Office of Small Business Advocate
Bureau of Investigation and Enforcement
PECO Energy Company
Metropolitan Edison Company
Pennsylvania Electric Company
Pennsylvania Power Company
West Penn Power Company
Duquesne Light Company
PPL Electric Utilities
UGI Utilities, Inc.
Office of Attorney General, Bureau of Consumer Protection

WGL Holdings, Inc

Credit Ratings



	Unsecured Medium-Term Notes*	Commercial Paper	Unsecured Medium-Term Notes	Commercial Paper
STANDARD & POOR'S	A+	A-1	A+	A-1
Moody's Investors Service	Not Rated	P-2	A2	P-1
Fitch Ratings	A+	F1	AA-	F1+

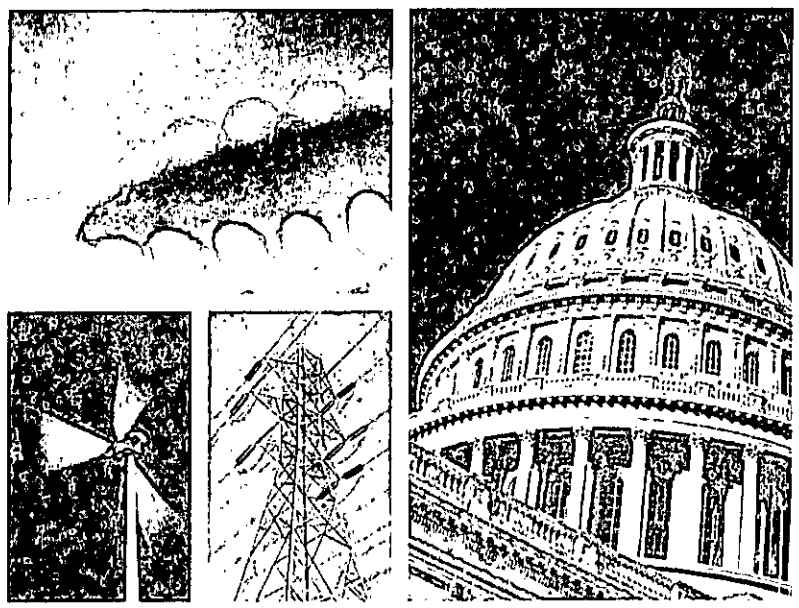
* Indicates the ratings that may be applicable if WGL Holdings were to issue unsecured MTNs

WGL Holdings, Inc

2011 Fact Sheet

NYSE: WGL

www.wglholdings.com



About WGL Holdings

WGL Holdings, Inc. is a public utility holding company serving the Washington, D.C. metropolitan region. Washington Gas, our leading subsidiary, has provided safe, reliable natural gas service to customers in the D.C. area for over 160 years and today serves more than one million customers in the District of Columbia, Maryland and Virginia. Our unregulated subsidiaries provide energy-related services to residential and commercial customers, including government organizations. Whether we are distributing clean natural gas safely to a customer's home, supplying power through renewable wind energy, or providing infrastructure to the federal government, our vision is to be the preferred source of clean and efficient energy solutions.

Investment Highlights

- High-growth utility/service territory
- Operationally efficient natural gas utility operations
- Profitable retail energy marketing business
- Strong balance sheet and corporate credit ratings
- 35 years of dividend increases, 160 years of payments

Financial Highlights

Years ended September 30	2010	2009
Income Statement Data		
Operating Revenues (\$000)	\$2,708,876	\$2,706,856
Operating Income (\$000)	\$223,897	\$241,689
Net Income (\$000)	\$109,885	\$120,373
GAAP Diluted Earnings per Share	\$2.16	\$2.39
Non-GAAP Earnings per Share*	\$2.27	\$2.53

* For reconciliation of GAAP to non-GAAP financial measures, please see our web site, www.wglholdings.com, under Investor Relations Quarterly Results

Common Stock Data

Closing Price	\$37.78	\$33.14
52-Week High/Low	\$38.08/\$30.96	\$37.08/\$22.40
Shares Outstanding (000's)	50,975	50,143
Market Capitalization	\$1.9B	\$1.7B
Average Daily Trading Volume	291,022	500,601
Annualized Dividend Rate/Yield	\$1.51/4.0%	\$1.47/4.4%
Return on Average Common Equity	9.8%	11.2%

Balance Sheet Data

Total Assets (\$000)	\$3,643,894	\$3,349,890
Total Capitalization (\$000)	\$1,774,443	\$1,687,701
Preferred Stock	1.6%	1.7%
Common Equity	65.0%	65.0%
Long-term Debt	33.4%	33.3%
Book Value Per Share	\$22.63	\$21.89

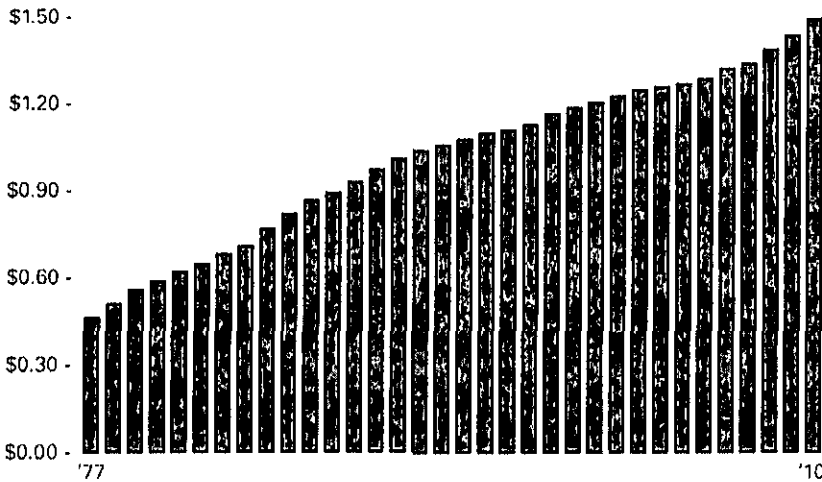
Credit Ratings (Washington Gas Medium-Term Notes)

Fitch Ratings	AA-
Moody's Investors Service	A2
Standard & Poor's	A+

Operating Highlights

Years ended September 30	2010	2009
Utility Natural Gas Deliveries (thousands of therms)		
	1,758,457	1,735,032
Utility Active Customer Meters		
Residential	1,003,174	993,557
Commercial and Industrial	70,548	70,514
Heating Degree Days		
Actual	3,825	4,211
Normal	3,765	3,773
Percent Colder (Warmer) than Normal	1.6%	11.6%
WGES Natural Gas Sales (thousands of therms)		
	593,319	627,428
WGES Natural Gas Customers		
	160,900	151,500
WGES Electricity Sales (thousands of kWhs)		
	9,276,202	5,269,281
WGES Electricity Customers		
	154,900	113,000

Dividends



With a 160-year history of consecutive dividend payouts, WGL Holdings has one of the longest dividend payment records on the New York Stock Exchange. Our record of thirty-five consecutive annual dividend increases underscores our commitment to reward investors with a reliable stream of income.

Analyst Coverage

Barclays Capital	Jim Harmon
BofA Merrill Lynch	Gabe Moreen
Brean Murray, Carret & Co.	Daniel Fidell
Capstone Investments	Joanne Fairechio
Edward Jones	Paul Franzen
Goldman Sachs	Ted Durbin
Hilliard Lyons	James Lykins
UBS Securities	Ronald Barone

Investor Information

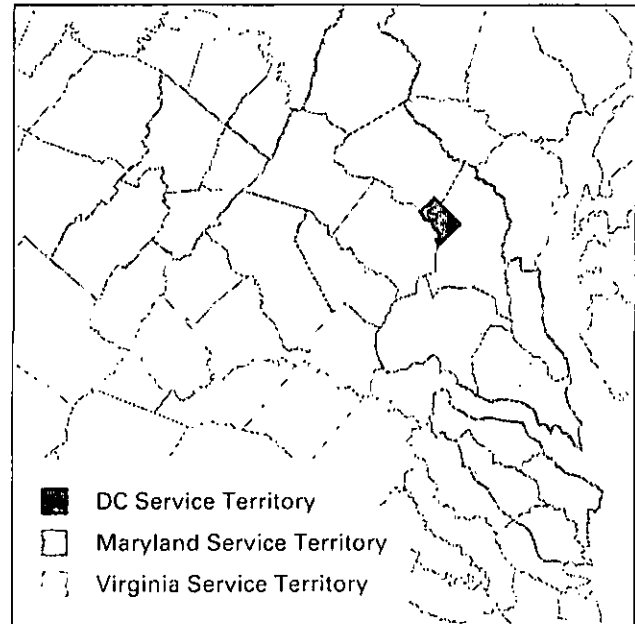
- For more information about WGL Holdings, Inc., please visit our web site at www.wglholdings.com
- Mailing address: WGL Holdings, Inc. Investor Relations, 101 Constitution Avenue NW, Washington, D.C. 20080
- Financial community members should direct inquiries to: Douglas Bonawitz, Investor Relations, 202-624-6129
- To order copies of this Fact Sheet, call 1-800-458-2700

This fact sheet may contain forward-looking statements. For a full discussion of the risks and uncertainties that can cause actual results to vary materially from these forward-looking statements, please review our most recent annual report on Form 10-K, our quarterly reports on Form 10-Q, and other reports filed with the Securities and Exchange Commission.

This Investor Fact Sheet is a paid advertisement prepared by the subject company. It has not been reviewed for accuracy by *Research magazine*, which does not endorse or recommend securities. *Research magazine* receives a fee for distributing this Investor Fact Sheet.

WGL
LISTED
NYSE

Utility Service Territory



Our service territory, shown here, includes the District of Columbia and large portions of Maryland and Virginia. This area is the fifth largest regional economy in the nation and Washington Gas continues to capture more than 90 percent of new residential construction.

Business Segments



Washington Gas delivers natural gas to over one million customers in Washington, D.C. and surrounding areas in Maryland and Virginia



Washington Gas Energy Services is one of the largest natural gas and electricity suppliers in the Mid-Atlantic region



Washington Gas Energy Systems provides design-build energy efficiency solutions to commercial and government clients

GUARANTY

This Guaranty is executed as of the 30th day of June, 2010 between WGL Holdings, Inc. a Virginia corporation with an address at 101 Constitution Ave, NW, Washington, DC 20080 (the "Guarantor") and Columbia Gas of Virginia, Inc., a Virginia corporation, Columbia Gas of Pennsylvania, Inc., a Pennsylvania corporation, and Columbia Gas of Maryland, Inc., a Maryland corporation, (any of which is referred to as the "Counterparty")

Whereas, Washington Gas Energy Services, Inc., a Delaware corporation (the "Company") and an indirect subsidiary of Guarantor, shall incur expenses and charges in conjunction with taking services from the Counterparty under its tariffs and under the Competitive Service Provider Service Agreement (the "Agreement(s)"), pursuant to which the Counterparty may either sell to, or buy from, the Company. As an inducement to the Counterparty to enter into the Agreement(s), and for other good and valuable consideration, receipt of which is hereby acknowledged, the Guarantor agrees as follows:

1. Subject to the limits set forth herein, Guarantor hereby absolutely and unconditionally guarantees the prompt payment of sums due under the Agreement(s), pursuant to the terms and conditions of the Agreement(s) that are now or may hereafter become payable to Counterparty, including interest and expenses of all collection and counsel fees incurred by Counterparty by reason of Company's default (the "Obligations"). This is a guaranty of payment and not of collection.

2. The obligation of Guarantor is a primary and unconditional obligation and covers all Obligations of Company to Counterparty that arise under the Agreement(s). This obligation shall be enforceable before or after proceeding against Company and shall be effective regardless of the solvency or insolvency of Company at any time, or the extension or modification of the indebtedness of Company by operation of law.

3. This guaranty shall remain in full force and effect until thirty (30) days after Counterparty's receipt of written notice of revocation of this Guaranty from Guarantor (Termination Date). Termination shall not eliminate Guarantor's liability occurring under transactions entered into prior to such termination, including any subsequent interest or late charges; provided however, termination of this Guaranty shall relieve Guarantor of any liability for transaction occurring after such termination, including any subsequent interest or late charges. Provided however, if at any time Counterparty is required by a court of competent jurisdiction to return a payment made under the Agreement(s) because it was a fraudulent or preferential payment, Guarantor's obligation with respect to such payment shall be reinstated to the

same extent as if such payment had never been made regardless of whether the payment is returned before or after the Termination Date.

4. Guarantor expressly waives notice of the following: (a) acceptance of this Guaranty by Counterparty; (b) Company incurring any Obligations; (c) the modification or amendment of any Agreements; (d) extension of the time for payment or modification of any other terms for payment of any Obligations; (e) presentment, demand for payment, default, dishonor, protest or notice of protest with respect to any notes, drafts or other instruments evidencing the Obligations; and (f) any defaults by or disputes with Company with respect to payment or performance of the Obligations.

5. Guarantor expressly consents and agrees that Counterparty, in its sole discretion, may at any time, without in any way impairing or affecting this Guaranty: (a) extend the time of payment of or renew any of the Obligations, (b) make any agreement with Company or any other party liable on the Obligations to extend, renew, pay, compromise, discharge or release any of the Obligations (in whole or in part), or (c) modify any of the terms of the Obligations or any agreement between Counterparty and Company.

6. Guarantor represents and warrants to Counterparty that: (a) it is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Virginia; (b) it has all requisite power and authority to execute and deliver and perform all of its obligations under this Guaranty; (c) the execution, delivery and performance of this Guaranty by Guarantor are within its corporate powers, have been duly authorized by all necessary corporate actions and do not contravene its Articles of Incorporation or by-laws or any law or material contractual restriction binding on or affecting Guarantor; and (d) this Guaranty constitutes a legally valid and binding agreement of Guarantor, subject only to insolvency, bankruptcy, moratorium, reorganization, fraudulent conveyance or similar laws affecting creditors' rights generally.

7. Any demand for payment under this Guaranty and all other notices shall be in writing and delivered by mail, overnight courier, or personal delivery to the address set forth in the first paragraph of this Guaranty and if addressed to Guarantor such demand for payment or other notice should be directed to the attention of the Treasurer and if to the Counterparty, such notice should be directed to Director, Credit Risk. All demands for payment shall be effective when received by Guarantor. Guarantor or Counterparty may change the address to which demands for payment and notices are to be sent upon written notice to the other party.

8. Upon making any payment hereunder, the Guarantor shall be subrogated to the rights of Counterparty against the Company with respect to such payment, provided that Guarantor shall not enforce any right or receive

any payment by way of subrogation until all of the obligations of Company to Counterparty under the Agreement(s) then due shall have been paid in full, and Counterparty agrees to take, at Guarantor's expense, such steps as the Guarantor may reasonably request to implement such subrogation.

9. Guarantor shall not have and may not assert defenses that Company may have or assert relating to (i) the lack of validity of enforceability of any Agreement arising from the defective formation of Company, (ii) ultra vires or other defense relating to Company's lack of authority to enter into or perform under any Agreement, (iii) Company's lack of good standing or qualification to do business in any applicable jurisdiction within the United States, or (iv) *insolvency, bankruptcy, moratorium, reorganization, fraudulent conveyance or similar laws affecting creditors' rights generally.*

10. Notwithstanding anything in this guaranty to the contrary, Guarantor's liability under this guaranty and the Counterparty's right of recovery shall be limited to an aggregate amount of [REDACTED]. Guarantor's liability hereunder shall be and is specifically limited to payments expressly required to be made under the Agreement(s) (even if such payments are deemed to be damages); and in no event, shall Guarantor be subject hereunder to consequential, exemplary, equitable, loss of profits, punitive or other damages, except to the extent specifically provided in the Agreement(s) to be due from Company.

11. This Guaranty, which is binding on the Guarantor's successors and assigns and inures to the benefits of Counterparty and its permitted successors and assigns. This Guaranty may not be pledged, mortgaged, assigned or otherwise transferred to any person or entity by either Counterparty or Guarantor without the prior written consent of the other. Provided, however, that if any of the Agreements are pledged, mortgaged or assigned by Counterparty to any party as permitted under the terms of the applicable Agreement, the Guaranty, or portion thereof, as appropriate may be similarly pledged mortgaged or assigned without the consent of Guarantor, but Counterparty must notify Guarantor of any such assignment to give Guarantor an opportunity to terminate this Guaranty.

12. This Guaranty, which is binding on the Guarantor's successors and assigns shall be construed in accordance with the laws of the Commonwealth of Virginia.

13. This Guaranty is the complete and exclusive statement of the terms of this Guaranty and supersedes all prior oral or written representations, understandings and agreements between Guarantor and Counterparty with respect to the Obligations.

14. The representative signing this Guaranty on behalf of Guarantor represents and warrants that he or she is authorized to do so on behalf of the Guarantor and by so signing to bind Guarantor under the terms of this Guaranty.

This guaranty replaces and supercedes all prior guarantees, which are hereby cancelled, effective the date of this guaranty.

In witness whereof, the Guarantor has caused this guaranty to be executed as of the date first written above.

WGL Holdings, Inc.

By: Anthony M. Nee
Printed Name: Anthony M. Nee
Treasurer

GUARANTY

GUARANTY (This "Guaranty"), dated as of June 4, 2010 made by WGL Holdings, Inc. (the "Guarantor"), a Virginia corporation, having its principle offices at 101 Constitution Ave NW, Washington, DC 20080, in favor of PECO Energy (the "Company"), a corporation, having its principle office at 2301 Market Street, Philadelphia, PA 19103.

Guarantor enters into this Guaranty in consideration of, and as an inducement for, Company entering into a Supplier Coordination Services Agreement (the "Agreement") with Washington Gas Energy Services, Inc. (the "Obligor"), Guarantor's wholly-owned subsidiary.

NOW THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby covenants and agrees with the Company as follows.

1. Guarantor hereby irrevocably and unconditionally guarantees the timely payment when due to any sums due and payable by, and other obligations of, the Obligor under the Agreement (all such payments and obligations, collectively, the "Guaranteed Obligations") provided however, that in no event shall Guarantor's aggregate obligations under this Guaranty exceed [REDACTED] payments by the Guarantor under this Guaranty, to the extent owing to the Company, shall be made on the same basis as payments by the Obligor under the Agreement. Except to the extent specifically provided in the Agreement, in no event shall Guarantor be liable for consequential, exemplary, equitable, loss of profits, punitive, tort or any other damages, costs or attorneys' fees.

2. Guarantor shall pay or repay to the Company, after receiving written demand for payment from the Company, all past due payments with respect to the Guaranteed Obligations. Guarantor hereby waives notice of acceptance of this Guaranty and notice of any liability to which it may apply, and waives presentment, demand of payment, protest, notice of dishonor or nonpayment of any such liability, suit or taking of other action by the Company against, and any other notice to, any party liable thereon (including the Guarantor or any other guarantor)

3. Company may, at anytime and from time to time, without the consent of the Guarantor, without incurring responsibility to Guarantor and without impairing or releasing the obligations of the Guarantor hereunder, upon or without any terms or conditions, take or refrain from taking any and all action with respect to the Guaranteed Obligations, or any person (including the Obligor) that the Company determines in its sole discretion to be necessary or appropriate.

4. The obligations of the Guarantor under this Guaranty are absolute and unconditional and shall remain in full force and effect without regard to, and shall not be affected by, any circumstance or occurrence whatsoever, including, without limitation: (a) any action or inaction by the Company as contemplated in Section 3 of this Guaranty; or (b) any invalidity, irregularity or unenforceability of any or part of the Guaranteed Obligations or any security therefore.

5. Upon making any payment hereunder, the Guarantor shall be subrogated to the rights of Company against the Obligor with respect to such payment, provided that Guarantor shall not enforce any right or receive any payment by way of subrogation until all of the obligations of Obligor to Company under the Agreement(s) then due shall have been paid in full, and Obligor agrees to take, at Guarantor's expense, such steps as the Guarantor may reasonably request to implement such subrogation.

6. This Guaranty is a continuing one and all liabilities to which it applies or may apply under the terms hereof shall be conclusively presumed to have been created in reliance hereon. Except as to applicable statutes of limitation, no failure or delay on the part of the Company in exercising any right power or privilege hereunder, and no course of dealings between the Guarantor and the Company; shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege. The rights, powers and remedies herein expressly provided are cumulative and not exclusive of any rights, powers or remedies which the Company would otherwise have.

7. Neither this Guaranty nor any provision hereof may be changed, waived, discharged or terminated except upon written agreement of the Company.

8. All notices and other communications hereunder shall be in writing and delivered personally, by fax or recognized overnight carrier to the other party as follows:

If to the Guarantor:
Treasurer
WGL Holdings, Inc.
101 Constitution Ave, NW
Washington, DC 20080
Fax 202-624-6655

If to the Company:
PECO Energy
2301 Market Street
Philadelphia, PA 19103
Fax 215-841-4728

9. This Guaranty shall be binding upon the successors and assigns of Guarantor and ensure to the benefit of Company and its successors and assigns. Guarantor shall not assign this Guaranty or delegate any of its duties hereunder without the express written consent of Company, which consent may be granted or withheld in Company's sole discretion.

10. Guarantor may terminate this Guaranty by providing written notice of such termination to Company and upon the effectiveness of such termination, Guarantor shall have no further liability hereunder, except as provided in the last sentence of this paragraph. No such termination shall be effective until five (5) business days after receipt by Company of such termination notice. No such termination shall affect Guarantor's liability with respect to any agreement entered into prior to the time the termination is effective, which Agreement shall remain guaranteed pursuant to the terms of this Guaranty.

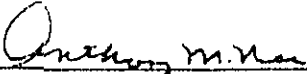
11. This Guaranty and the rights and obligation of the Company and the Guarantor hereunder shall be construed in accordance with and governed by the laws of the Commonwealth of

Pennsylvania. Any legal action or proceeding between the Guarantor and the Company arising out of or with respect to this Guaranty must be brought in the state courts of the Commonwealth of Pennsylvania or in the courts of the United States for the Eastern District of Pennsylvania, which courts shall have exclusive jurisdiction over all such disputes among the aforesaid parties.

12. This Guaranty embodies the entire agreement and understanding between Guarantor and Company and supersedes all prior agreements and understandings relating to the subject matter hereof. This Guaranty may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

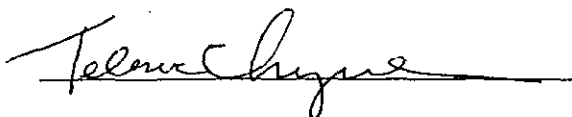
IN WITNESS WHEREOF, the Guarantor has caused this Guaranty to be executed and delivered as of the date first above written.

Guarantor

By: 
Anthony M. Nee
Treasurer
WGL Holdings, Inc.

VERIFICATION

I, Telemac Chryssikos, Director Business & Technical Support, Office of General Counsel at Washington Gas verify that the factual allegations contained in the foregoing Request for Alternative Bond are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsifications to authorities.



Date: November 16, 2012

RECEIVED
2012 NOV 19 AM 11:19
PA.P.U.C.
SECRETARY'S BUREAU

RECEIVED
2012 NOV 19 AM 11:19
PA. P.U.C.
SECRETARY'S BUREAU

CERTIFICATE OF SERVICE

hereby certify that on this 16th day of November, 2012, copies of the foregoing Request for Alternative Bond have been served upon the persons listed below via First Class U.S. Mail in accordance with the requirements of 52 Pa. Code Sections 1.54 and 1.55.

Tanya McCloskey, Esq.
Office of Consumer Advocate
555 Walnut Street
Forum Place, 5th Floor
Harrisburg, PA 17101-1921

Steven Gray, Esq.
Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

Office of Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

Commonwealth of Pennsylvania
Department of Revenue
Bureau of Compliance
P.O. Box 280946
Harrisburg, PA 17128-0946

Johnnie Simms, Esq.
Director
Bureau of Investigation and Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor, F West
Harrisburg, PA 17120

Legal Department
Attn: Paul Russell
PPL
Two North Ninth Street
Allentown, PA 18108-1179

Robert Young, Esq.
Law Bureau
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 3rd Floor, 4 North
Harrisburg, PA 17120

Manager Energy Acquisition
Legal Department
PECO Energy Company
2301 Market Street
Philadelphia, PA 19101-8699

Regulatory Affairs
Duquesne Light Company
411 Seventh Street, MD 16-4
Pittsburgh, PA 15219

UGI Utilities, Inc.
Attn: Rates Dept. – Choice Coordinator
2525 N. 12th Street, Suite 360
Post Office Box 12677
Reading, Pa 19612-2677

Legal Department
First Energy
2800 Pottsville Pike
Reading PA, 19612

West Penn Power d/b/a Allegheny Power
800 Cabin Hill Drive
Greensburg, PA 15601-1689

DATE: November 16, 2012


Michael A. Gruin, Esq.

STEVENS & LEE

A PROFESSIONAL CORPORATION

17 North Second St.
16th Floor
Harrisburg, PA 17101

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

FIRST CLASS MAIL

Hasler

11/16/2012

US POSTAGE

FIRST-CLASS MAIL

\$01.30⁰⁰



ZIP 17101
011D10616382