FirstEnergy

2800 Pottsville Pike
P.O. Box 16001
Reading, PA 19612-6001

610-929-3601
Bradley A. Bingaman, Esq.
(610) 921-6203
(610) 939-8655 (Fax)

October 25, 2010

VIA PERSONAL DELIVERY

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Joint Application of West Penn Power Company doing business as Allegheny Power, Trans-Allegheny Interstate Line Company and FirstEnergy Corp. for a Certificate of Public Convenience under Section 1102(A)(3) of the Public Utility Code approving a change of control of West Penn Power Company and Trans-Allegheny Interstate Line Company, Docket Nos. A-2010-2176520, A-2010-2176732

Dear Secretary Chiavetta:

Enclosed for filing are an original and three (3) copies of the Joint Petition for Partial Settlement ("Joint Petition") in the above referenced matter. A copy of the Joint Petition in searchable PDF format will be sent separately via overnight mail.

As evidenced by the attached Certificate of Service, a copy of the Joint Petition is being served upon Administrative Law Judge Wayne L. Weismandel and Administrative Law Judge Mary D. Long and all parties.

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

Sincerely,

Bradley A. Bingaman

lmr
Enclosures

cc: Per Certificate of Service (w/encls.)

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

JOINT APPLICATION OF WEST PENN POWER COMPANY doing business as ALLEGHENY POWER, TRANS-ALLEGHENY INTERSTATE LINE COMPANY AND FIRSTENERGY CORP. FOR A CERTIFICATE OF PUBLIC CONVENIENCE UNDER SECTION 1102(A)(3) OF THE PUBLIC UTILITY CODE APPROVING A CHANGE OF CONTROL OF WEST PENN POWER COMPANY AND TRANS-ALLEGHENY INTERSTATE LINE COMPANY	:	DOCKET NOS. A-2010-2176520 A-2010-2176732

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JOINT PETITION FOR PARTIAL SETTLEMENT

TO THE HONORABLE WAYNE L. WEISMANDEL AND THE HONORABLE MARY D. LONG, ADMINISTRATIVE LAW JUDGES:

This Joint Petition for Partial Settlement ("Joint Petition") is submitted by the following parties in the above-captioned proceeding: FirstEnergy Corp. ("FirstEnergy"), West Penn Power Company ("West Penn"), doing business as Allegheny Power, Trans-Allegheny Interstate Line Company ("TrAILCo"), (collectively the "Joint Applicants") and the following Signatory Parties hereto (collectively, the "Joint Petitioners"): Pennsylvania Public Utility Commission Office of Trial Staff ("OTS"), the Office of Consumer Advocate ("OCA"), the Pennsylvania Department of Environmental Protection ("DEP"), the International Brotherhood of Electrical Workers ("IBEW"), the Utility Workers Union of America, AFL-CIO ("UWUA") and UWUA System Local No. 102 ("Local 102") (collectively, "UWUA Intervenors"), The Pennsylvania State University ("PSU"), the Met-Ed Industrial Users Group ("MEIUG") and the Penelec Industrial Customer Alliance ("PICA") (collectively, "MEIUG/PICA"), the West Penn Power Industrial

Intervenors ("WPPII"), the Pennsylvania Rural Electric Association ("PREA"), the Pennsylvania Mountains Healthcare Alliance ("PMHA"), the West Penn Power Sustainable Energy Fund ("WPPSEF"), the York County Solid Waste and Refuse Authority ("YCSWA"), ARIPPA, the Clean Air Council ("CAC") , Citizens for Pennsylvania's Future ("PennFuture"), and Constellation New Energy, Inc. and Constellation Energy Commodities Group, Inc. ("Constellation"). The Joint Petitioners by their respective counsel, submit this Joint Petition in resolution of the issues in the above-captioned proceeding and request that the Administrative Law Judges ("ALJs") and the Pennsylvania Public Utility Commission ("Commission") approve the Joint Application as modified by this Joint Petition (collectively the "Settlement") without modification.

The terms and conditions set forth in this Joint Petition represent a comprehensive settlement among the Joint Petitioners that resolves all issues pertaining to the above-captioned Joint Application raised by the Signatory Parties. Joint Petitioners aver that this comprehensive settlement is in the public interest and therefore request that the Commission: 1) approve this Joint Petition and Settlement, including all terms and conditions contained herein without modification; 2) issue Certificates of Public Convenience under Section 1102 of the Public Utility Code authorizing the Merger; 3) approve all affiliated interest agreements as attached as exhibits to the Joint Application under Section 2101 et seq. of the Public Utility Code; and, 4) find that the Merger meets the requirements of Section 2811(e) of the Public Utility Code.

In support of this Settlement, the Joint Petitioners state as follows:

I. BACKGROUND

1. On May 14, 2010, West Penn, TrAILCo and FirstEnergy filed a Joint Application to obtain the approval of the Commission under Chapters 11 and 28 of the Public Utility Code for a change of control of West Penn and TrAILCo to be effected by the merger of Allegheny Energy, Inc. ("Allegheny") with Element Merger Sub., Inc., a wholly-owned subsidiary of FirstEnergy (the "Merger"). The Joint Applicants also requested that the Commission approve, under Chapter 21 of the Public Utility Code, certain revisions to affiliated interest arrangements that are designed to facilitate the sharing of services between the Allegheny and FirstEnergy systems and thereby take advantage of the synergies that the proposed Merger is expected to produce.

2. The Joint Application included extensive written testimony and exhibits describing the Merger and the substantial benefits the post-merger combined company ("Company") is expected to produce for its customers and the communities the Company will serve. In addition, the Joint Application included detailed written testimony and supporting material explaining how the Merger will not result in the unlawful exercise of market power or otherwise prevent retail electricity customers in Pennsylvania from obtaining the benefits of a properly functioning competitive retail electricity market and, in fact, may facilitate additional competition.

3. Notice of the Joint Application was published in the *Pennsylvania Bulletin* on May 29, 2010, and pursuant to a Secretarial Letter dated May 19, 2010, notice was also published in the *Pittsburgh Post-Gazette* on May 28, 2010.

4. On May 24, 2010, an order was issued scheduling a Prehearing Conference for June 22, 2010, before Administrative Law Judges Wayne L. Weismandel and Mary D. Long, at which time the Administrative Law Judges (ALJs) ordered the parties to file and serve Initial Prehearing Conference memoranda on or before June 15, 2010.

5. On June 3, 2010, the Commission issued a letter to all parties identifying twelve issues and areas of concern to be addressed by the parties and investigated in detail before the ALJs.

6. On June 22, 2010, the Prehearing Conference was held, at which a schedule was established for the submission of testimony and the conduct of hearings. Specifically, and consistent with Commission practice, a schedule was adopted whereby all case-in-chief, supplemental testimony, rebuttal and surrebuttal testimony would be submitted in writing in advance of hearings. Evidentiary hearings were scheduled for October 12 through 15, 2010, at which all testimony and exhibits would be placed in the record and all witnesses presented for cross-examination, if any, thereon.

7. Petitions to Intervene, Protests or Notices of Appearance in this proceeding were filed by OTS, the OCA, the Office of Small Business Advocate ("OSBA"), IBEW, YCSWA, the Duquesne Light Company ("Duquesne"),[1] PREA, WPPSEF, PSU, Citizen Power, Inc., ARIPPA, WPPII, MEIUG/PICA, DEP, Direct Energy Services, LLC ("Direct Energy"), the Retail Energy Supply Association ("RESA"), PMHA, the UWUA Intervenors, CAC, Constellation, and PennFuture. All of the foregoing were granted party status to this proceeding either by operation of law or by ruling of the presiding officers.

[1] On August 17, 2010, Duquesne filed a Petition for Leave to Withdraw Petition to Intervene, which was granted by the ALJ's Order entered on August 20, 2010.

8. On July 15, 2010, Joint Applicants submitted their Supplemental Testimony. On or before August 17, 2010, OSBA, Direct Energy, RESA, OCA, Constellation, PSU, OTS, PMHA, CAC, WPPSEF, PennFuture and DEP submitted a total of approximately eighteen written statements and accompanying exhibits constituting their direct testimony in this case, some of which were not ultimately entered into evidence in the record of this case at the hearings held in these matters.[2]

9. Consistent with the Commission's policy to encourage settlements, the parties on September 7, 2010, held the first of a series of settlement conferences. Settlement discussions between and among the parties continued thereafter.

10. On September 13, 2010, the Joint Applicants, OCA, OSBA, RESA, and WPPSEF submitted a total of approximately fifteen statements and accompanying exhibits constituting their rebuttal testimony in this case. On October 1, 2010, OSBA, Direct Energy, OCA, Constellation, PSU, OTS, CAC, WPPSEF, PennFuture and DEP submitted a total of approximately fourteen surrebuttal statements, some of which were not ultimately entered into evidence in the record of this case.[3]

11. After the submission of written testimony and hearings, the parties engaged in discussions to try to achieve a settlement of some or all of the issues in this case. As a result of those negotiations, the Joint Petitioners were able to reach the Settlement set forth herein.

12. On October 15, 2010, the ALJs were advised that a partial settlement of issues had been achieved by a majority of the parties to the case.

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[2] The direct testimony of PSU and PMHA was ultimately not entered into the record.

[3] The surrebuttal testimony of PSU was ultimately not entered into the record.

II. TERMS AND CONDITIONS OF PARTIAL SETTLEMENT

13. The Joint Petitioners agree that the Joint Application should be approved as filed and the relief requested therein granted, subject to the terms and conditions as set forth herein, each of which would only become operative after consummation of the merger. The Joint Petitioners further agree that the terms and conditions set forth in the Joint Application, as modified by the terms and conditions set forth in this Joint Petition, resolve all of the concerns of the Signatory Parties related to the Merger, and that the Joint Application as modified only by this Joint Petition and Settlement shall be approved without further modification.

A. Regional Headquarters and Employment Levels

14. The corporate headquarters of Allegheny Energy in Greensburg, Pennsylvania, will become the regional headquarters of West Penn. In addition to the employment commitment made in the Joint Application, and in consideration of the testimony presented at the Public Input Hearings in Greensburg, Pennsylvania on August 3, 2010, and the OTS Direct and Surrebuttal Testimony, following consummation of the Merger, the net employment levels in Greensburg, Pennsylvania and Westmoreland County for all employees of FirstEnergy and its affiliates will be maintained as follows. The average number of employees in the 12-month period following consummation of the Merger that have a primary reporting location in Greensburg, Pennsylvania, and any new jobs that are created in or moved to Westmoreland County will be no less than 800, less any employees who leave due to voluntary attrition. The average number of employees in the following 12-month period that have a primary reporting location in Greensburg, Pennsylvania, and any new jobs that are created in or moved to Westmoreland County since the Merger will be no less than 675, less any employees who leave

due to voluntary attrition. In the subsequent 12-month period, the average number of employees that have a primary reporting location in Greensburg, Pennsylvania and any new jobs since the Merger that are created in or moved to Westmoreland County will be no less than 650, less any employees who leave due to voluntary attrition. In the subsequent 24-month period, the average number of employees that have a primary reporting location in Greensburg, Pennsylvania and any new jobs since the Merger that are created in or moved to Westmoreland County will be no less than 600, less any employees who leave due to voluntary attrition and less any job reductions due to general business conditions that affect employment levels at FirstEnergy or its affiliate locations in addition to affecting those at the Greensburg, Pennsylvania locations. For purposes of the calculation in this paragraph, linemen are not affected and not included. For purposes of this calculation, the number of employees for each year will be the average of the number of employees with primary reporting locations in Greensburg, Pennsylvania, and any new jobs that are created in or moved to Westmoreland County for each month of the period being evaluated. FirstEnergy will file a report with the Commission's Secretary regarding the employment levels at the end of the 12-month period following consummation of the Merger, at the end of each of the two following 12-month periods, and at the end of the subsequent 24-month period. Career transition services will be provided for those Greensburg, Pennsylvania employees whose jobs are negatively impacted by the Merger such as outplacement services, which would include assistance and training for writing resumes, interview skills, and job search services.

15. The current locations of the regional headquarters of FirstEnergy's other Pennsylvania utilities will not be altered; therefore, the regional headquarters of Met-Ed will

remain in Reading, and the regional headquarters of Penelec will remain in Erie for a period of at least five years.

B. Rate Stay Outs and Credits

16. Met-Ed, Penelec and Penn Power will not increase their distribution base rates to be effective prior to October 1, 2012. During the period of the rate freeze these companies will defer, and the parties shall not object to future recovery of, reasonable and prudently incurred storm expenses that are in excess of 125% of those amounts of storm expenses included in each of Met-Ed's, and Penelec's most recent base distribution rate case; for Penn Power the base amount shall be the 2006 to 2009 four-year average of $1.78 million. Met-Ed, Penelec or Penn Power may seek base rate relief from the Commission for any change greater than $500,000 resulting from any regulatory or government mandate or change in statutory tax provisions. This stay-out shall not apply to any application for extraordinary rate relief or transmission rate changes. If, during the period of the rate stay out, facilities currently included in transmission rates established by the Federal Energy Regulatory Commission ("FERC") are, as a result of settled or contested transmission case decisions before FERC, deemed by FERC to no longer constitute FERC jurisdictional transmission facilities, Met-Ed, Penelec and Penn Power will have the right to seek recovery of the cost of these distribution facilities in a Pennsylvania distribution rate proceeding, so long as there is an adjustment to the transmission rates to reflect the removal of the facilities from transmission rates. During the period of the stay-out, if Met-Ed, Penelec or Penn Power net distribution investment earns a Return on Equity that exceeds 10.1% (calculation will include a pension normalization adjustment consistent with that allowed at Docket No. R-00061366 and Docket No. R-00061367), then such company will credit its excess earnings over the following 12 months to the customers of that company.

17. Certain merger savings will be shared with West Penn Residential customers and the Tariff 37 customer over three years beginning 60 days after consummation of the Merger. These savings will be shared by West Penn providing a credit to residential customers' distribution rates totaling $3.57 million per year for three years, and by West Penn providing a credit to the Tariff 37 customer's distribution rates of $15,000 per year for three years. Any such credits shall be provided to all such customers regardless of whether they are on default service or take service from an EGS.

18. West Penn will provide a credit equal to the increase in Energy Efficiency & Conservation ("EE&C") costs to Rate Schedules 20, 22, 30 Small and 30 Large and Rate Tariff 37 resulting from West Penn's revised EE&C Plan. For purposes of this settlement, the increase in EE&C costs shall be deemed to be $6.19 million and shall be allocated to each rate schedule based on the percentage of such rate schedule's share of the total increase in EE&C costs by the rate schedules listed herein.

19. Any acquisition premium and the following transaction costs incurred due to the Merger shall be excluded from rates of Met-Ed, Penelec, Penn Power and West Penn: 1) consultant, investment banker, or legal fees; 2) any change in control payment, or retention payments resulting from completion of the Merger; or 3) costs associated with the shareholders meetings and proxy statement/registration statement related to the Merger.

C. Universal Service

20. The penetration for West Penn's Customer Assistance Program ("CAP") program will be increased, such that by the end of five years after consummation of the Merger, West Penn's CAP program will attain a 55% penetration level, consistent with the penetration levels

that currently exist for Met-Ed, Penelec and Penn Power. The additional costs to attain the 55% penetration level, not to exceed $750,000 per year, during the five-year period, will not be recoverable from customers.

21. The methods used by West Penn in raising funds for its Hardship Fund will be examined, and those methods viewed by FirstEnergy as best practices will be adopted in an attempt to achieve West Penn's success in raising funds for the Hardship programs of Met-Ed, Penelec and Penn Power.

22. The level of Low-Income Usage Reduction Program ("LIURP") spending for West Penn will be increased, such that by the end of five (5) years after consummation of the Merger the LIURP spending levels for West Penn will be commensurate with the levels of LIURP spending for Met-Ed, Penelec and Penn Power. To that end, the level of annual spending will be increased above the $2.202 million annual level of spending commitment made by West Penn at Docket Nos. R-00973981 and R-00039022 by $150,000 in Year 1; $350,000 in Year 2; $500,000 in Year 3; $1,200,000 in Year 4; and $1,800,000 in Year 5. Any unexpended amounts that are not spent in a program year will be rolled over for expenditure in subsequent program years. These additional costs during the five-year period after consummation of the Merger will not be recoverable from ratepayers.

D. Smart Meter Plan and Time of Use Rates

23. As part of the implementation and deployment plans for the Smart Meter Implementation Plan ("SMIP"), in addition to any other deployment schedule Met-Ed, Penelec, Penn Power and West Penn (the "post-merger FirstEnergy EDCs") may submit, the

implementation and deployment plan shall include a cost/benefit analysis for deployment of smart meters to at least 90% of the EDCs' customers no later than December 31, 2018.

24. Consistent with Act 129 of 2008, the post-merger FirstEnergy EDCs will have voluntary time of use rates available to residential customers who have smart meters installed, and voluntary real time rates available for any commercial or industrial customers that have smart meters installed so long as the EDCs remain the default service suppliers.

E. *Environmental Provisions*

25. The post-merger FirstEnergy EDCs that have an existing Solar Photovoltaic Alternative Energy Credits ("SPAEC") Rider will propose in the default service filings for the period beginning June 1, 2013, to procure 40% of their solar requirements for the period 2011 through 2021 using long-term contracts of 10 years in length, except as provided in Paragraph 26 below. The acquired SPAECs will be distributed to the electric generation supplier ("EGS") and default service supplier in each such service territory on a load ratio basis. Nothing herein shall be construed as prohibiting the Signatory Parties from opposing, or recommending changes in, those filings with regard to SPAECs; however, the Signatory Parties shall not challenge the utilization of the cost recovery mechanism.

26. Of the 40% solar requirements from the period 2011 through 2021 procured using the long-term contracts pursuant to Paragraph 25, no more than 5,000 SPAECs per year, in the aggregate, acquired under such long term contracts will be acquired, contingent upon Commission approval, through nine-year bilateral contracts for SPAECs, utilizing the contracts developed by the Commission's Solar Assessment Working Group, at or below the most recent average price obtained by any one of the EDCs through a Commission-approved request for

proposals process. The EDCs will contract with credit worthy industrial customers to purchase SPAECs from those customers producing SPAECs within the Commonwealth of Pennsylvania. To qualify, the renewable energy projects generating the SPAECs must have an in-service date no later than June 30, 2011.

27. West Penn will provide annual contributions to the WPPSEF in 2011 and 2012 at the same level as the current obligation, pursuant to Paragraph 11.1 of the Amended Joint Petition for Settlement and for Modification of the 1998 Restructuring Settlement approved by the Commission in its Opinion and Order entered May 11, 2005 at Docket Nos. R-00039022 and R-00973981 to be used in accordance with the mission statement of the WPPSEF which includes promoting the start-up, attraction, expansion and retention of sustainable energy businesses in the West Penn service territory. It is expressly understood that these two contributions will constitute full satisfaction of West Penn's obligations to fund the WPPSEF under this settlement and any other prior settlement agreements executed by West Penn and the WPPSEF, and that FirstEnergy and/or West Penn will have no further or other obligation to make payments to the WPPSEF.

28. Within 60 days after consummation of the Merger, FirstEnergy will make a one-time contribution of $1,000,000 to the Keystone HELP program for the development of a low interest loan program for energy efficiency and conservation programs in order to reduce the interest costs to borrowers.

29. Within 60 days after consummation of the Merger, FirstEnergy will make a one-time contribution of $1,000,000 to the PA Sunshine program for the construction of solar energy projects for home owners and small businesses.

F. Distribution Rates and Tariff Issues

30. Any consolidation of the distribution rates of the post-merger FirstEnergy EDCs may occur only after the issuance by the Commission of a certificate of public convenience permitting the merger/consolidation of any of those corporations into a single EDC.

31. West Penn will maintain the availability section and the distribution rate design of Schedules 44 and 46 of the currently existing West Penn retail tariff and any conjunctive billing agreement in effect for distribution rates on the effective date of this agreement for five (5) years from the date of the Merger's consummation.

G. Default Service Plans

32. Any harmonization of default service procurements for West Penn with Met-Ed, Penelec, and Penn Power will not occur for default service supply to Default Service Customers through May 31, 2013.

33. Nothing within this Settlement shall be construed as prohibiting parties from proposing changes in the design of default service in each of the post-merger FirstEnergy EDCs' filings for the default service period beginning June 1, 2013.

34. In the next default service procurement plan for each of the post-merger FirstEnergy EDCs, Joint Applicants will not oppose a proposal or argument of any party that seeks to require that the default service structure shall be hourly pricing for the large commercial and industrial customer class currently receiving default service on an hourly pricing basis, as such class is currently defined according to the existing, approved default service plans for West Penn, Met-Ed, Penelec and Penn Power, respectively.

H. Financial Governance

35. Unless otherwise expressly authorized by the Commission, FirstEnergy will: 1) to the extent there are money pools, maintain separate money pools for the regulated and unregulated operations; 2) ensure that each FirstEnergy Pennsylvania utility operating company issues its own debt after obtaining appropriate regulatory authorization; 3) ensure that each FirstEnergy Pennsylvania utility operating company maintains its own credit rating so long as it has debt outstanding and credit rating agencies are willing to provide such rating; 4) ensure that no individual FirstEnergy Pennsylvania utility operating company will assume debt issued by the holding company without Commission approval; 5) maintain separate financial statements reflecting each FirstEnergy Pennsylvania utility's own assets and liabilities; and 6) ensure that each FirstEnergy Pennsylvania utility operating company has its own capital structure, which is a function of its own debt and equity. No FirstEnergy Pennsylvania utility operating company shall, unless expressly authorized by the Commission: (a) transfer, merge, sell, lease, or otherwise dispose of its utility property which has a net book value of greater than $10 million and which is included in rate base and recovered through rates regulated by the Commission; or (b) issue debt secured by utility assets for purposes other than as approved by the Commission.

36. For a period of five years, if any post-merger FirstEnergy EDC's equity-to-cap ratio falls below 40% from a financial covenant standpoint, then that company will provide the Commission with a 12 month plan for bringing its equity-to-cap ratio to 40%; if after that period the equity-to-cap ratio remains below 40%, then such company shall not pay a dividend to its parent until the equity-to-cap ratio is 40% or greater.

37. West Penn shall be solely responsible for all of its pension obligations, and any such pension funding by West Penn shall be included for recovery in base distribution rates as approved by the Commission.

I. Retail Market Enhancements

38. In their default service filings for the period beginning June 1, 2013, each post-merger FirstEnergy EDC will propose that the structure of the Price-To-Compare ("PTC") for each of the four post-merger EDCs will utilize the same PTC structure. Any PTC included on customer bills for the post-merger FirstEnergy EDCs will be calculated as a customer specific PTC for the current month of service.

39. West Penn will mail a letter to residential and small commercial customers introducing offers from retail Electric Generation Suppliers ("EGSs") twice during the period after merger consummation and prior to June 1, 2013. The administrative costs of the mailing, the envelope and the postage will be recovered from participating EGSs. EGSs will also be responsible for the cost of their materials, and for coordinating the mailing with West Penn.

Within three months following the integration of West Penn into FirstEnergy's computer enterprise system, SAP, Met-Ed, Penelec, Penn Power and West Penn will include in all "new customer" welcome packets an insert promoting the Commission's PAPowerSwitch.com website and the OCA's Residential Electric Shopping Guide at www.oca.state.pa.us.

40. Within three months following the integration of West Penn into FirstEnergy's computer enterprise system, SAP, West Penn will post updated lists of shopping and non-shopping customers ("eligibility lists"), as well as the supplier-specific "Sync List," on the secure portion of its EGS support web site. The first eligibility list to be posted to the supplier

support web site will include the data shown on Exhibit A attached hereto, and West Penn will use its best efforts to provide the information earlier. After the posting of the first updated customer list, the database will be updated quarterly on a pre-established date. Customers who have restricted access to their information will be able to authorize the release of their information in accordance with 52 Pa. Code § 54.8 (b). West Penn will notify customers of their right to opt out of the release of customer information prior to the start of the default service period and twice a year thereafter through bill inserts and will notify new customers of their right to opt out of release of customer information in the new application for service process. Customers will be able to do this with respect to multiple accounts at a time, but will be required to list each account number. West Penn will provide the OCA, OTS and OSBA with an opportunity to review and comment on the opt-out notice prior to its delivery to customers. During the period following the consummation of the merger and until three months following the integration of West Penn into FirstEnergy's computer enterprise system, SAP, West Penn will produce its customer list in accordance with existing practices.

41. Within three months following the integration of West Penn into FirstEnergy's computer enterprise system, SAP, West Penn will also provide both interval and non-interval consumption information via Electronic Data Interchange ("EDI") 867 transactions without charge after receiving written customer authorization from the requesting supplier or written certification by the supplier that it has such authorization. Interval data will be available in the form of historic interval data for EGS prospecting and monthly billing data for EGS service customers. EGSs will have the ability to elect to receive either interval data or summary data at the time the EGS submits its data request and at the time of customer enrollment. Further, West Penn will implement necessary systems changes to create an interval meter flag to indicate

whether a particular customer has an interval meter installed. This interval meter flag indicator will be included in EDI historical usage response and 814 enrollment response transactions. Following consummation of the Merger, West Penn will provide interval data for EGS prospecting and monthly billing data for EGS customers in accordance with its existing practices.

42. Within three months following the integration of West Penn into FirstEnergy's computer enterprise system, SAP, West Penn will initiate the following EDI change requests with the Pennsylvania Electronic Data Exchange Working Group:

a. update cross reference EDI transactions related to the 867 IU; and

b. provide EGSs with a customer's meter read cycle information in the EDI 814 response transaction or in the EDI 867 HU transaction.

In addition, West Penn will investigate implementing the EDI 814 ND consistent with the settlements most recently filed regarding the Default Servic Plans of Penn Power and Met-Ed/Penelec.

43. West Penn will appoint a representative to perform the functions of the retail choice ombudsman within 60 days following consummation of the Merger to expeditiously address and respond to questions from EGSs, monitor complaints regarding the competitive market, and facilitate informal dispute resolution between EGSs as well as default service providers.

44. Within three months following the integration of West Penn into FirstEnergy's computer enterprise system, SAP, West Penn will provide flexible billing options (i.e., to include both EDC rate-ready and bill-ready options) to customers on the residential and small commercial purchase of receivables ("POR") program described in this Section. EGSs selecting

the rate ready option will be initially limited to a flat rate per kWh, and a percentage off of PTC pricing options.

West Penn will commit to program new EGS rate codes for rate ready billing for "Standard Rates" in no longer than 14 days. Standard Rates including fixed cents per kWh rates will be created starting from $0.0500 through $0.1199 per kWh in $0.0001 increments, up to four decimal place precision. A standard "percent off" of shopping rates will be created from 1% through 50% off the PTC in one-half percent increments. West Penn will provide a 14-day turnaround time for EGS Rate Ready rates which conforms to the above standard rates. Each EGS will not submit more than 200 discrete rates for implementation during each calendar quarter and West Penn will have no obligation with respect to rates in excess of that amount.

45. Within three months following the integration of West Penn into FirstEnergy's computer enterprise system, SAP, West Penn's purchase of receivables ("POR") program will be modified, as necessary, and implemented as follows: The POR will be mandatory for EGS small commercial and residential customers utilizing EDC consolidated billing as part of a revised supplier tariff and will include the following elements:

a. West Penn will have the ability to terminate service to a customer for the customer's non-payment of supplier charges in the same manner and to the same extent that the Company could terminate service to such a customer for non-payment of EDC charges.
b. Receivables purchased by West Penn must be associated only with basic electricity supply, which is defined to be energy (including renewable energy) and renewable energy or alternative energy credits ("RECs" or "AECs") procured by an EGS, provided that the RECs/AECs are bundled with the associated delivered energy. For

residential customers, basic electricity supply does not include early contract cancellation fees, late fees, or security deposits imposed by an EGS.

c. Additional material will be included in West Penn's confirmation letters sent to customers switching from default generation service to an EGS which informs customers that their electric distribution service may be terminated for failure to pay for EGS basic electricity supply charges incurred after that date. West Penn will work with the OCA, OSBA, OTS and other interested parties to develop the specific language for the confirmation letters.

d. EGSs will not deny service to residential customers whose accounts are included in the POR program for credit-related reasons and will not ask residential customers for deposits separate from any deposit required by West Penn pursuant to Commission regulations and Act 201.

e. West Penn will purchase receivables only for service rendered on or after the effective date of the POR program. Receivables for service rendered before the effective date of the POR program cannot be used for termination purposes.

f. West Penn's payments to suppliers will be made based on the current charges applicable for the current month of service that is billed to and owed by customers and will be paid 40 days after invoicing the customer.

g. West Penn will not discount POR payments to suppliers any earlier than the next base distribution rate case.

h. West Penn will allow EGSs to initiate cancel-rebills under Utility Consolidated Billing via EDI.

i. EGSs' receivables incurred as a result of a customer billed under a dual billing arrangement will not be included in the POR program.

46. The post-merger FirstEnergy EDCs will hold an EGS training session within 30 days after Merger consummation which will address the following issues:

a. Conditions that result in a customer being "dropped" from EGS service to default service;

b. Outlining the process by which EGSs can obtain the specific load information that is reported to PJM for settlement purposes; and

c. Outlining the process utilized to settle after-the-fact adjustments with PJM.

47. After consummation of the Merger, West Penn will discontinue billing EGSs for a Commission-approved supplier administrative charge that is applied on a dollar per MW-month to all EGSs serving load in the West Penn territory.

48. Within three months following the integration of West Penn into FirstEnergy's computer enterprise system, SAP, West Penn will offer budget billing to customers for an EGS's supply charges if the EGS is utilizing EDC consolidated billing. The EDC will calculate the budget amount to appear on the consolidated bill. The EDC will pay the EGS for the actual, current charges and not the budgeted amount.

J. Service Quality and Reliability

49. FirstEnergy will improve the reliability and customer service at West Penn as follows:

a. Customer Average Interruption Duration Index ("CAIDI") – Improve performance by 5% compared to the 2009 3-year average (181 minutes) by the end of a seven-year period; Target = 172 minutes.

b. System Average Interruption Duration Index ("SAIDI") – Improve performance by 5% compared to the 2009 3-year average (208 minutes) by the end of a seven-year period; Target = 198 minutes.

c. Improve the average speed of answer such that 70% of calls are answered in a 30-second period by the end of a five-year period.

d. For each of the years 2011, 2012, 2013, 2014, 2015, 2016 and 2017 during which time the goals set forth at Paragraph 49 (a), (b) and (c) are applicable, West Penn will provide an annual report to the Commission and the OTS, OCA and OSBA analyzing its performance in achieving the CAIDI, SAIDI and average speed of answer thresholds set forth at Paragraphs 49(a), 49(b) and 49(c) above.

e. Within 60 days following receipt of the annual report required in Paragraph 49 (d) above, any party may convene a meeting of West Penn and the OCA, OTS and OSBA to discuss any points of performance shortfalls and planned steps for compliance. Mutually agreed upon remediation steps may be implemented as part of this process. In the absence of such an agreement, an aggrieved party may seek formal Commission review and disposition of any contested points, in which event the West Penn reports can be submitted as evidence.

f. The foregoing CAIDI and SAIDI thresholds will be included as part of the annual performance appraisal and compensation for managerial and supervisory employees of West Penn and the Energy Delivery group, as applicable.

g. Nothing contained herein is intended to limit the authority of the Commission, the Bureau of Consumer Services, the Bureau of Safety and Compliance, or other Bureaus of the Commission from performing their duties.

50. In addition to conducting a review of existing procedures and policies to determine "best practices" and ways to implement them ensuring that customer benefits appropriately outweigh the associated costs, within 180 days after the Merger is consummated, FirstEnergy will conduct a study to determine if there are any additional areas where reliability and service quality can be improved in a cost-effective manner at West Penn and will submit the study to the Commission's Bureau of Conservation, Economics and Energy Planning. Notice of submission of the study shall be provided to the Joint Petitioners and upon request any Joint Petitioner will be supplied with a copy of the study by FirstEnergy.

51. Met-Ed, Penelec, Penn Power and West Penn will establish a joint technical committee ("Committee") to identify, discuss and address local power and service quality issues impacting industrial customers served by the companies and specifically service issues that can be addressed through technical, operational or equipment changes that can be made on equipment used directly in furnishing service to the impacted customer or on the customer's side of the interface. The Committee will meet on a mutually agreeable schedule, provided that any member of the Committee may cause a meeting to be held to address a specific operational issue with reasonable notice. The companies will require any transferee of their transmission assets to participate in this Committee. As soon as reasonably possible, the Committee will meet to establish process and governance rules and practices. The Committee will be in effect for at least two (2) years and will continue thereafter for as long as any industrial customer Committee

member believes it continues to be necessary. The companies will propose a first meeting of the Committee within 30 days of the Merger's consummation.

In order to facilitate the work of the Committee, the industrial members should endeavor to provide the companies an initial list of local power and service quality issues and locations that they believe need to be addressed. Within 60-days of receipt of the list, the companies will provide to the industrial members, or the Committee if it is in place at the time, a preliminary assessment of the causes of the identified problems, a general description of the actions that may be taken consistent with good utility practice and standards to address the problem, and an estimated cost.

52. Rural Electric Reliability Issues

a. The Joint Planning Process ("JPP") from Docket Nos. R-00974008 and R-00974009, as amended by subsequent proceedings, will be extended for five (5) years so that the JPP will be in place through 2017. For the five (5) year extension period beginning in 2013 (for 2014 projects), the investment level will be $4 million per year. This $4 million annual amount is in place of the current JPP expenditure levels, which will remain in place through 2012 (for 2013 projects), and will cover both the FirstEnergy and Allegheny Energy Inc. ("AE") systems serving PREA member cooperative delivery points. The $4 million required investment per year for the period of 2013 – 2017 (for 2014-2018 projects) shall be reduced to $3 million in any year upon the achievement of Interruption Duration Index ("IDI") and Interruption Frequency Index ("IFI") standards of at least 85% of all PREA delivery points in the prior year. Of these amounts, 50% of the amounts per year shall be spent on tree trimming, breaker and battery maintenance on circuits serving the PREA delivery points.

b. As part of the JPP process, up to 25% of the annual JPP funding may be used on other than the 25% worst-performing delivery points; however, if PREA elects to use funding on projects other than the 25% worst-performing delivery points, then the IDI and IFI standards referenced in Section a above shall be reduced by 5 percentage points and shall remain at that level for the remainder of the JPP.

c. With PREA's involvement and concurrence, and as part of the JPP as modified by and described in Paragraph 52(a), FirstEnergy shall modify or redesign the "auto-dialer" system for specific delivery points as determined solely by PREA to detect loss of potential on any of the three phases serving a PREA delivery point from either of the FirstEnergy or AE delivery systems.

d. FirstEnergy shall repair or replace any failed meter or component within 90 days after being notified of such failed meter or component, unless extenuating circumstances beyond FirstEnergy's control prevent FirstEnergy from being able to repair or replace the meter or component within 90 days.

e. FirstEnergy and PREA agree for any delivery point that has five or less customers that the IDI standard would be adjusted to 360 minutes (presently 180 minutes) with no change in the IFI standard. Also, for any delivery point that can be backfed by a PREA member cooperative, the duration of an outage will be calculated as the amount of time starting with the time of the FirstEnergy outage and ending at the time that 1) electric service is restored to 90% of the consumers served by the delivery point through backfeeding by the

PREA member cooperative or 2) by restoration of the FirstEnergy service to the delivery point, whichever occurs first. Verification of the restoration of the consumers will be accomplished with the PREA member cooperative reports and the energy consumption records from the meters on the delivery points involved.

f. Extending the JPP process as defined herein means extending all parts of the JPP currently in effect on the date hereof through the end of the JPP process as agreed upon herein.

g. FirstEnergy also confirms that AE's consent is not required and that AE shall be bound, to the extent necessary to achieve the goals of this Paragraph 52, to perform the requirements of the JPP on AE's system after the merger is consummated.

h. This Paragraph 52 shall not be construed to modify the terms of the JPP, as amended, unless specifically provided herein. The terms of the JPP, and all other terms and conditions of agreements between the parties are contained within this Paragraph 52 and the following documents: a) the Joint Petition For Full Settlement of the Restructuring Plans of Metropolitan Edison and Pennsylvania Electric Company and Related Dockets and related Court Proceedings (Docket Nos. R-00974008 and R-00974009); b) Joint Petition for Settlement of Proceeding in Investigation of Metropolitan Edison Company, Pennsylvania Electric Company and Pennsylvania Power Company Reliability Performance, Docket No. I-00040102; c) Metropolitan Edison Company, Pennsylvania Electric Company and Pennsylvania Power Company's Petition to

Amend Recomputed Benchmarks for Electric Distribution Reliability, Docket No. P-00042115; d) PREA/AEC Settlement Agreement dated August 25, 2006 related to Docket No. R-00061366; and, e) the Letter dated January 29, 2008 from Vince Kaminski to Scott Johnson regarding the Reliability Standard Adjustment for the Hollenback Delivery Point. FirstEnergy and PREA agree that compliance with the provisions of this Paragraph 52 is subject to the existing enforcement rights in the JPP. FirstEnergy and PREA agree to work cooperatively to restate the operative terms, conditions, and agreements contained within the above-listed documents into one document within one year following consummation of the Merger between FirstEnergy and AE.

K. Competitive Market Issues

53. Met-Ed, Penelec, Penn Power and West Penn will provide to OTS, OSBA and the OCA detailed information regarding the processes and results of procuring Default Service power supplies occurring after June 1, 2013 and for a period of three years thereafter, subject to the appropriate confidentiality agreements. The confidentiality agreements may be reviewed by Joint Petitioners who are competitive suppliers. The information shall include but not be limited to the following:

a. Copies of any solicitations sent to prospective suppliers of Default Service power, including the mailing list;

b. Any assessments performed by Met-Ed, Penelec, Penn Power or West Penn to qualify prospective suppliers of Default Service power for participating in Default Service solicitations or procurements;

c. Information on any prospective suppliers of Default Service power that have been disqualified or prevented by Met-Ed, Penelec, Penn Power or West Penn from participating in Default Service solicitations or procurements;

d. The results of the procurement processes, including the winning bidders, the number of tranches won, and the average winning price; and

e. A cumulative summary showing the market shares of Default Service power suppliers.

Copies of any information prepared by Met-Ed, Penelec, Penn Power or West Penn shall be provided to OTS, OSBA and the OCA within three business days after Commission approval of the procurement results. Copies of all material received from Default Service power suppliers shall be provided within three business days after receipt. This confidential report may be used in Commission proceedings subject to an appropriate protective order.

54. Met-Ed, Penelec, Penn Power and West Penn will file with the Commission annually for each of the years 2011, 2012, 2013, 2014 and 2015 a report addressing wholesale market prices and price trends in the PJM markets in which it participates. The report shall contain information regarding price differentials among the PJM regions and other information necessary to assess prices and price trends in the PJM markets. The report will be shared with the OCA, OSBA and OTS and may be used subject to an appropriate protective order.

55. Any Signatory Party may, for good cause shown, request that the Commission, acting within its authority, initiate an investigation of the impact on the proper functioning of a fully competitive retail electricity market in Pennsylvania, for the reasons expressly set forth in 66 Pa. C.S. § 2811 (b).

L. Non-Utility Generation Contract Issues

56. Nothing in the Merger proceeding or this agreement alters, nor will Joint Applicants or their affiliates enter into any other agreement in the merger proceeding without the participation of ARIPPA and the YCSWRA that would alter, either (1) any existing Non Utility Generation ("NUG") contracts that were entered into by Met-Ed, Penelec, or West Penn and subsequently approved by the Commission or (2) any term or condition of the 1998 Met-Ed/Penelec Restructuring Settlement at Docket Nos. R-00974008 and R-00974009 et al. and the West Penn Power 1998 Restructuring Settlement at Docket No. R-00973981 that addresses those NUGs or their contracts.

M. Affiliate Relations

57. Pursuant to §2102 of the Public Utility Code, the Joint Petitioners request that the Commission approve the revised FirstEnergy Service Company Agreement, Mutual Assistance Agreement, and Intercompany Income Tax Allocation Agreement, to become effective upon close of the merger, included as exhibits to the Joint Petition as affiliated interest agreements as required under 66 Pa. C.S. §2102 and restated in Act 129.

III. THE SETTLEMENT IS IN THE PUBLIC INTEREST

58. The Merger will provide substantial affirmative public benefits to Pennsylvania as described in the Joint Application which include:

- Increased Scale, Scope and Diversification (Joint Application at 11).
- Increased Financial Strength and Flexibility (Joint Application at 12)

- Enhanced Expertise in Competitive Energy Markets, Energy Technologies and Regional Issues (Joint Application at 12).

- Commitment to Employees and Enhanced Employee Opportunities (Joint Application at 13).

- Synergies, Efficiencies and Cost Savings (Joint Application at 15).

- Strong Leadership in Local Communities, including FirstEnergy's commitment, for a period of three years, to maintain at least Allegheny's current levels of charitable support in local communities, and, thereafter, to continue to support local charities at levels consistent with FirstEnergy's commitments to other communities it serves (Joint Application at 16).

59. In addition to the benefits of the Merger as set forth in the Joint Application, the Joint Petitioners submit that the Settlement is in the public interest for the following additional reasons:

- ***Additional Litigation Will Be Streamlined.*** The Settlement amicably resolves a number of important and contentious issues between many of the parties to this proceeding. The administrative burden and costs to continue to litigate these matters to conclusion would be substantial.
- ***The Settlement Is Consistent With Commission Policies Promoting Negotiated Settlements.*** The Joint Petitioners arrived at the Settlement terms after conducting extensive discovery and engaging in in-depth discussions over several months, and engaging in multiple days of hearing before Administrative Law Judges Weismandel

and Long. The Settlement terms and conditions constitute a carefully crafted package representing reasonable negotiated compromises on the issues addressed herein. Thus, the Settlement is consistent with the Commission's rules and practices encouraging negotiated settlements (see 52 Pa. Code §§ 5.231, 69.391, 69.401), and is supported by a substantial record.

- ***The Settlement Ensures the Merger Affirmatively Promotes the Service, Accommodation, Convenience or Safety of the Public in a Substantial Way.*** The Settlement provides for affirmative benefits to the Commonwealth of Pennsylvania by providing significant commitments to maintain employment levels within Greensburg, Pennsylvania and Westmoreland County. The Settlement further maintains the employment commitments that were set forth in the Joint Application to maintain employment levels throughout the Commonwealth for those employees of the FirstEnergy Pennsylvania Utilities, and those employees of Allegheny Energy Service Company who are assigned to positions in the Allegheny Power Utilities comparable to their counterparts who are employed by the FirstEnergy Utilities. The Settlement also provides for extended rate stability for the customers of Met-Ed, Penelec, and Penn Power, and for immediate rate credits for the customers of West Penn which will continue for three years. The Settlement also provides that the customers of West Penn will receive certain credits related to the revised Energy Efficiency and Conservation Plan filed by West Penn in Docket No. M-2009-2093218, and provides for other tangible benefits to customers.
- ***The Settlement Supports Universal Service Programs.*** The Settlement is in the public interest as it provides additional commitment and support to West Penn's CAP

program, and a commitment to adopt methods designed to increase participation in the Hardship Funds of Met-Ed, Penelec and Penn Power. The Settlement further provides for spending levels of West Penn's LIURP to be increased over a five-year period in order to be commensurate with the LIURP spending levels of Met-Ed, Penelec and Penn Power.

- ***The Settlement Promotes Environmental Issues.*** The Settlement supports the development of renewable energy in the Commonwealth of Pennsylvania by providing for long term contracts for SPAECs. The Settlement further provides for continued funding of the WPPSEF to be used in accordance with the mission statement of the WPPSEF which includes promoting the start-up, attraction, expansion and retention of sustainable energy businesses in the West Penn service territory. In addition, the Settlement provides for funding of the Keystone HELP program to reduce the interest costs for borrowers for energy efficiency measures and for the PA Sunshine program for the construction of solar energy projects.
- ***The Settlement Provides for Financial Governance Protections.*** The Settlement provides for commitments by the Company to continue practices related to Financial Governance to provide protections to the regulated utilities within Pennsylvania, as well as to adopt certain other restrictions for a period of time following the Merger.
- ***The Settlement Enhances Retail Competition.*** The Settlement makes substantial enhancements to the Company's retail market programs, including enhancements to the customer education regarding offers for generation service by EGSs to the customers of West Penn, and significant enhancements to the availability of information to competitive suppliers operating in West Penn's service territory.

These initiatives and enhancements embody a settlement of many different issues and will help to provide the benefits of a competitive market to the customers of West Penn as are currently available to the customers of Met-Ed, Penelec and Penn Power.

- ***The Settlement Provides for Reliability and Customer Service Enhancements.*** The settlement provides for specific reliability improvements at West Penn, as measured by both CAIDI and SAIDI, over a seven year period, and it provides for West Penn to improve the average speed of answer of customer calls. The Settlement further provides for the Companies to work with customers and the members of the PREA to address reliability concerns.

IV. ADDITIONAL TERMS AND CONDITIONS

60. This Settlement is proposed by the Joint Petitioners to settle the instant case and is made without any admission against, or prejudice to, any position which any Joint Petitioner might adopt during subsequent litigation of this case should this Settlement not be approved or any other case.

61. The Settlement resolves with prejudice all issues raised by the Joint Petitioners and precludes Joint Petitioners from asserting contrary positions in derogation of this Settlement with respect to any issue addressed herein during this proceeding or any subsequent litigation against Joint Applicants which may result from this proceeding. All Joint Petitioners shall support the settlement and make reasonable and good faith efforts to obtain approval of the Settlement by the Commission and any courts. In furtherance of this commitment, the Joint Petitioners agree to submit to the ALJs Statements in Support of the Settlement in accord with the directions of the ALJs after the filing of this Joint Petition. In addition, the Joint Petitioners

agree to affirmatively support the Settlement with respect to their particular areas of interest in response to any opposition submitted by any non-signatory parties in opposition to the Settlement and this Joint Petition.

62. This Settlement is conditioned upon the Commission's approval of the terms and conditions contained herein without modification. If the Commission should disapprove the Settlement and modify the terms and conditions herein, this Settlement may be withdrawn upon written notice to the Commission and all active parties within five business days following entry and service, whichever is later, of the Commission's Order by any of the Joint Petitioners and, in such event, shall be of no force and effect. In the event that the Commission disapproves the Settlement or the Company or any other Joint Petitioner elects to withdraw as provided above, the Joint Petitioners reserve their respective rights to fully litigate this case, including but not limited to presentation of witnesses, cross-examination and legal argument through submission of Briefs, Exceptions and Replies to Exceptions.

63. If the ALJs, in their Initial Decision, recommend that the Commission adopt the Settlement as herein proposed without modification, the Joint Petitioners agree to waive the filing of Exceptions. However, the Joint Petitioners do not waive their rights to file Exceptions with respect to any modifications to the terms and conditions of this Settlement, or any additional matters proposed by the Administrative Law Judges in their Initial Decision. The Joint Petitioners also reserve the right to file Replies to any Exceptions that may be filed. The Joint Petitioners further reserve the right to file Exceptions to the compliance filing in the event that any of the exhibits therein are inconsistent with the Joint Petition for Settlement and the exhibits attached thereto.

64. The Settlement will become effective upon the Commission's issuance of a final order approving the Settlement without modification. In addition, the consummation and closing of the Merger constitutes a condition precedent to the Settlement. Once the Merger has been consummated and closed, this Settlement and its terms shall be implemented and enforceable notwithstanding the pendency of a petition for reconsideration or a legal challenge to the Commission's approval of this Joint Petition and Settlement unless such implementation and enforcement of the Settlement is stayed or enjoined by the Commission, another regulatory agency, or a court having competent jurisdiction over the matter. If the Commission rejects the Settlement, the Settlement automatically will terminate and be null and void.

65 The Joint Petitioners acknowledge that the Settlement reflects a compromise of competing positions to resolve outstanding issues in a fair, just and reasonable manner, and does not necessarily reflect any party's position with respect to any issues raised in this proceeding.

66. The Joint Petitioners agree that this Partial Settlement resolves all of the issues and concerns raised by the Signatory Parties hereto related to the Merger. The Joint Petitioners urge the Commission to approve the Merger pursuant to the conditions described herein.

67. The Joint Petitioners agree that the Settlement shall not constitute or be cited as precedent, and shall be without prejudice to any of Joint Petitioners' positions, in any other proceeding, except to the extent required to implement the explicit terms of this Settlement.

68. The Joint Petitioners may execute this Settlement in separate counterparts, each of which, when so executed and delivered, shall constitute an original, but all of which together shall constitute one and the same instrument.

WHEREFORE, the Joint Petitioners, intending to be legally bound, respectfully request that Administrative Law Judges Wayne L. Weismandel and Mary D. Long and the Commission: 1) approve this Joint Petition and Settlement, including all terms and conditions contained herein without modification; 2) issue Certificates of Public Convenience under Section 1102 of the Public Utility Code authorizing the Merger; 3) approve all affiliated interest agreements as attached as exhibits to the Joint Application under Section 2101 et seq. of the Public Utility Code; 4) find that the Merger meets the requirements of Section 2811(e) of the Public Utility Code; and 5) terminate and mark closed the proceeding at Docket Nos. A-2010-2176520 and A-2010-2176732.

Respectfully submitted,

Randall B. Palmer /BAB

Randall B. Palmer (Pa. No. 94161)
Jennifer L. Petrisek (Pa. No. 83411)
Allegheny Energy, Inc.
800 Cabin Hill Drive
Greensburg, PA 15601
Phone: (724) 838-6894
Fax: (724) 853-4264
Email: rpalmer@alleghenyenergy.com

W. Edwin Ogden (Pa. No. 17644)
Alan Michael Seltzer (Pa. No. 27890)
Ryan, Russell, Ogden & Seltzer PC
Suite 210
1150 Berkshire Boulevard
Wyomissing, PA 19610-1208
Phone: (610) 372-4761
Fax: (610) 372-4177
Email: aseltzer@ryanrussell.com

Counsel for West Penn Power Company and
Trans-Allegheny Interstate Line Company

Bradley A. Bingaman

Wendy E. Stark (Pa. No. 204753)
Bradley A. Bingaman (Pa. No. 90443)
FirstEnergy Service Company
2800 Pottsville Pike
P.O. Box 16001
Reading, PA 19612-6001

Thomas P. Gadsden (Pa. No. 28478)
Kenneth M. Kulak (Pa. No. 75509)
Anthony C. DeCusatis (Pa. No. 25700)
Catherine G. Vasudevan (Pa. No. 210254)
Morgan, Lewis & Bockius LLP
1701 Market Street
Philadelphia, PA 19103-2921

Counsel for FirstEnergy Corp.

Allison C. Kaster, Esquire
Carrie B. Wright, Esquire
Office of Trial Staff
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
2nd Floor, F West
Harrisburg, PA 17120

Counsel to Office of Trial Staff

Thomas J. Sniscak, Esquire
Todd S. Stewart, Esquire
Hawke Mckeon & Sniscak LLP
P.O. Box 1778
100 North Tenth Street
Harrisburg, PA 17101

Counsel for The Pennsylvania State University

Tanya J. McCloskey, Esquire
Darryl Lawrence, Esquire
Pennsylvania Office of Consumer Advocate
5th Floor, Forum Place
555 Walnut Street
Harrisburg, PA 17101-1923

Counsel to Office of Consumer Advocate

Susan E. Bruce, Esquire
Vasiliki Karandrikas, Esquire
Carl J. Zwick, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

Counsel for West Penn Power Industrial Intervenors

Kurt E. Klapkowski, Esquire
Jason Oyler, Esquire
Commonweatlh of Pennsylvania
Department of Environmental Protection
RCSOB, 9th Floor
400 Market Street
Harrisburg, PA 17101-2301

Counsel for the Pennsylvania Department of Environmental Protection

Charis Minicavage, Esquire
Vasiliki Karandrikas, Esquire
Carl J. Zwick, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

Counsel for Met-Ed Industrial Users Group

Charis Minicavage, Esquire
Vasiliki Karandrikas, Esquire
Carl.J. Zwick, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

Counsel for Penelec Industrial Customer Alliance

Charles McPhedran, Esquire
John K. Baillie, Esquire
Citizens for Pennsylvania's Future
1500 Walnut Street, Suite 502
Philadelphia, PA 19102

Counsel for Citizens for Pennsylvania's Future

Derrick Price Williamson, Esquire
Spilman Thomas & Battle, PLLC
1100 Bent Creek Boulevard
Suite 101
Mechanicsburg, PA 17050

Counsel for Pennsylvania Mountains Healthcare Alliance

Charles E. Thomas, Esquire
Thomas, Long, Niesen & Kennard
212 Locust Street
P.O. Box 9500
Harrisburg, PA 17108-9500

Counsel for Pennsylvania Rural Electric Association

Thomas T. Niesen, Esquire
Thomas, Long, Niesen & Kennard
212 Locust Street
P.O. Box 9500
Harrisburg, PA 17108-9500

Counsel for West Penn Power Sustainable Energy Fund

David Vollero, Executive Director
York County Solid Waste and Refuse Authority
Benjamin L. Willey, Esquire
Law Offices of Benjamin L. Willey, LLC
Suite 300
7272 Wisconsin Avenue
Bethesda, MD 20814

Counsel for York County Solid Waste and Refuse Authority

Regina L. Matz, Esquire
Thomas, Long, Niesen, & Kennard
212 Locust Street
P.O. Box 9500
Harrisburg, PA 17108-9500

Counsel for ARIPPA

Scott J. Rubin, Esquire
333 Oak Lane
Bloomsburg, PA 17815

Counsel for International Brotherhood of Electrical Workers

Charis Minicavage, Esquire
Vasiliki Karandrikas, Esquire
Carl.J. Zwick, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

Counsel for Penelec Industrial Customer Alliance

Charles McPhedran, Esquire
John K. Baillie, Esquire
Citizens for Pennsylvania's Future
1500 Walnut Street, Suite 502
Philadelphia, PA 19102

Counsel for Citizens for Pennsylvania's Future

Derrick Price Williamson, Esquire
Spilman Thomas & Battle, PLLC
1100 Bent Creek Boulevard
Suite 101
Mechanicsburg, PA 17050

Counsel for Pennsylvania Mountains Healthcare Alliance

Charles E. Thomas, Esquire
Thomas, Long, Niesen & Kennard
212 Locust Street
P.O. Box 9500
Harrisburg, PA 17108-9500

Counsel for Pennsylvania Rural Electric Association

Thomas T. Niesen, Esquire
Thomas, Long, Niesen & Kennard
212 Locust Street
P.O. Box 9500
Harrisburg, PA 17108-9500

Counsel for West Penn Power Sustainable Energy Fund

David Vollero, Executive Director
York County Solid Waste and Refuse Authority
Benjamin L. Willey, Esquire
Law Offices of Benjamin L. Willey, LLC
Suite 300
7272 Wisconsin Avenue
Bethesda, MD 20814

Counsel for York County Solid Waste and Refuse Authority

Regina L. Matz, Esquire
Thomas, Long, Niesen, & Kennard
212 Locust Street
P.O. Box 9500
Harrisburg, PA 17108-9500

Counsel for ARIPPA

Scott J. Rubin, Esquire
333 Oak Lane
Bloomsburg, PA 17815

Counsel for International Brotherhood of Electrical Workers

Charis Minicavage, Esquire
Vasiliki Karandrikas, Esquire
Carl.J. Zwick, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

Counsel for Penelec Industrial Customer Alliance

Charles McPhedran, Esquire
John K. Baillie, Esquire
Citizens for Pennsylvania's Future
1500 Walnut Street, Suite 502
Philadelphia, PA 19102

Counsel for Citizens for Pennsylvania's Future

Derrick Price Williamson, Esquire
Spilman Thomas & Battle, PLLC
1100 Bent Creek Boulevard
Suite 101
Mechanicsburg, PA 17050

Counsel for Pennsylvania Mountains Healthcare Alliance

Charles E. Thomas, Esquire
Thomas, Long, Niesen & Kennard
212 Locust Street
P.O. Box 9500
Harrisburg, PA 17108-9500

Counsel for Pennsylvania Rural Electric Association

Thomas T. Niesen, Esquire
Thomas, Long, Niesen & Kennard
212 Locust Street
P.O. Box 9500
Harrisburg, PA 17108-9500

Counsel for West Penn Power Sustainable Energy Fund

David Vollero, Executive Director
York County Solid Waste and Refuse Authority
Benjamin L. Willey, Esquire
Law Offices of Benjamin L. Willey, LLC
Suite 300
7272 Wisconsin Avenue
Bethesda, MD 20814

Counsel for York County Solid Waste and Refuse Authority

Regina L. Matz, Esquire
Thomas, Long, Niesen, & Kennard
212 Locust Street
P.O. Box 9500
Harrisburg, PA 17108-9500

Counsel for ARIPPA

Scott J. Rubin, Esquire
333 Oak Lane
Bloomsburg, PA 17815

Counsel for International Brotherhood of Electrical Workers

Charis Minicavage, Esquire
Vasiliki Karandrikas, Esquire
Carl.J. Zwick, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

Counsel for Penelec Industrial Customer Alliance

Derrick Price Williamson, Esquire
Spilman Thomas & Battle, PLLC
1100 Bent Creek Boulevard
Suite 101
Mechanicsburg, PA 17050

Counsel for Pennsylvania Mountains Healthcare Alliance

Thomas T. Niesen, Esquire
Thomas, Long, Niesen & Kennard
212 Locust Street
P.O. Box 9500
Harrisburg, PA 17108-9500

Counsel for West Penn Power Sustainable Energy Fund

Regina L. Matz, Esquire
Thomas, Long, Niesen, & Kennard
212 Locust Street
P.O. Box 9500
Harrisburg, PA 17108-9500

Counsel for ARIPPA

Charles McPhedran, Esquire
John K. Baillie, Esquire
Citizens for Pennsylvania's Future
1500 Walnut Street, Suite 502
Philadelphia, PA 19102

Counsel for Citizens for Pennsylvania's Future

Charles E. Thomas, Esquire
Thomas, Long, Niesen & Kennard
212 Locust Street
P.O. Box 9500
Harrisburg, PA 17108-9500

Counsel for Pennsylvania Rural Electric Association

David Vollero, Executive Director
York County Solid Waste and Refuse Authority
Benjamin L. Willey, Esquire
Law Offices of Benjamin L. Willey, LLC
Suite 300
7272 Wisconsin Avenue
Bethesda, MD 20814

Counsel for York County Solid Waste and Refuse Authority

Scott J. Rubin, Esquire
333 Oak Lane
Bloomsburg, PA 17815

Counsel for International Brotherhood of Electrical Workers

Charis Minicavage, Esquire
Vasiliki Karandrikas, Esquire
Carl.J. Zwick, Esquire
McNees Wallace & Nurick LLC
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108-1166

Counsel for Penelec Industrial Customer Alliance

Charles McPhedran, Esquire
John K. Baillie, Esquire
Citizens for Pennsylvania's Future
1500 Walnut Street, Suite 502
Philadelphia, PA 19102

Counsel for Citizens for Pennsylvania's Future

Derrick Price Williamson, Esquire
Spilman Thomas & Battle, PLLC
1100 Bent Creek Boulevard
Suite 101
Mechanicsburg, PA 17050

Counsel for Pennsylvania Mountains Healthcare Alliance

Charles E. Thomas, Esquire
Thomas, Long, Niesen & Kennard
212 Locust Street
P.O. Box 9500
Harrisburg, PA 17108-9500

Counsel for Pennsylvania Rural Electric Association

Thomas T. Niesen, Esquire
Thomas, Long, Niesen & Kennard
212 Locust Street
P.O. Box 9500
Harrisburg, PA 17108-9500

Counsel for West Penn Power Sustainable Energy Fund

David Vollero, Executive Director
York County Solid Waste and Refuse Authority
Benjamin L. Willey, Esquire
Law Offices of Benjamin L. Willey, LLC
Suite 300
7272 Wisconsin Avenue
Bethesda, MD 20814

Counsel for York County Solid Waste and Refuse Authority

Regina L. Matz, Esquire
Thomas, Long, Niesen, & Kennard
212 Locust Street
P.O. Box 9500
Harrisburg, PA 17108-9500

Counsel for ARIPPA

Scott J. Rubin

Scott J. Rubin, Esquire
333 Oak Lane
Bloomsburg, PA 17815

Counsel for International Brotherhood of Electrical Workers

Scott H. Strauss, Esquire
Spiegel & McDiarmid LLP
1333 New Hampshire Avenue, NW
Washington, DC 20036

Counsel for Utility Workers Union of America, AFL-CIO and UWUA System Local No. 102

Michael D. Fiorentino, Esquire
42 East 2nd Street
Suite 200
Media, PA 19063

Counsel for Clean Air Council

Divesh Gupta, Esquire
Constellation Energy
111 Market Place, Suite 500
Baltimore, MD 21202

Counsel for Constellation Energy Commodities Group,
Inc.

Divesh Gupta, Esquire
Constellation Energy
111 Market Place, Suite 500
Baltimore, MD 21202

Counsel for Constellation New Energy, Inc.

October 25, 2010

Scott H. Strauss, Esquire
Spiegel & McDiarmid LLP
1333 New Hampshire Avenue, NW
Washington, DC 20036

Counsel for Utility Workers Union of America, AFL-CIO and UWUA System Local No. 102

Michael D. Fiorentino, Esquire
42 East 2nd Street
Suite 200
Media, PA 19063

Counsel for Clean Air Council

Divesh Gupta, Esquire
Constellation Energy
111 Market Place, Suite 500
Baltimore, MD 21202

Counsel for Constellation Energy Commodities Group, Inc.

Divesh Gupta, Esquire
Constellation Energy
111 Market Place, Suite 500
Baltimore, MD 21202

Counsel for Constellation New Energy, Inc.

October 25, 2010

Scott H. Strauss, Esquire
Spiegel & McDiarmid LLP
1333 New Hampshire Avenue, NW
Washington, DC 20036

Counsel for Utility Workers Union of America, AFL-CIO and UWUA System Local No. 102

Michael D. Fiorentino, Esquire
42 East 2nd Street
Suite 200
Media, PA 19063

Counsel for Clean Air Council

Divesh Gupta, ~~Esquire~~
Constellation Energy
111 Market Place, Suite 500
Baltimore, MD 21202

Counsel for Constellation Energy Commodities Group,
Inc.

Divesh Gupta, ~~Esquire~~
Constellation Energy
111 Market Place, Suite 500
Baltimore, MD 21202

Counsel for Constellation New Energy, Inc.

October 25, 2010

EXHIBIT A
CUSTOMER DATA

Pre-Enrollment Customer Information List

The following information will be provided on the Customer information list for each Customer who has not requested that all information be removed from this list:

i) Customer Account #
ii) Meter #
iii) Name
iv) Service Address, including Zip+4
v) Billing Address, including Zip+4
vi) Budget indicator (is Customer on a budget billing program)
vii) Meter Read Cycle date
viii) Meter Type
ix) Interval Meter Flag
x) Load Profile Group Indicator
xi) Rate Code Indicator
xii) Loss Factor (in some EDCs, this doesn't map directly to the rate code, so it is necessary)
xiii) 24 Individual Months Consumption (kWh)
xiv) 24 Individual Months Demand (kW)
xv) End of billing period date for each billing month
xvi) # days in billing period for each billing month
xvii) Default Service indicator (is Customer a Default Service Customer as of the date of the list update)
xviii) PLC Value (capacity obligation) and effective date of this value
xvix) PLC Value (transmission obligation) and effective date of this value
xx) Date the list was last updated

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

JOINT APPLICATION OF WEST PENN POWER COMPANY doing business as ALLEGHENY POWER, TRANS-ALLEGHENY INTERSTATE LINE COMPANY AND FIRSTENERGY CORP. FOR A CERTIFICATE OF PUBLIC CONVENIENCE UNDER SECTION 1102(A)(3) OF THE PUBLIC UTILITY CODE APPROVING A CHANGE OF CONTROL OF WEST PENN POWER COMPANY AND TRANS-ALLEGHENY INTERSTATE LINE COMPANY	:	**DOCKET NOS. A-2010-2176520** **A-2010-2176732**

CERTIFICATE OF SERVICE

I hereby certify and affirm that I have this day served a copy of the Joint Petition for Partial Settlement in the above-captioned proceeding on the following persons in the matter specified in accordance with the requirements of 52 Pa. Code § 1.54:

VIA ELECTRONIC MAIL AND FEDERAL EXPRESS

Honorable Wayne L. Weismandel
Office of Administrative Law Judge
Pennsylvania Public Utility Commission
Commonwealth Keystone Building, 2nd Floor
400 North Street
Harrisburg, PA 17120
wweismande@state.pa.us

Honorable Mary D. Long
Office of Administrative Law Judge
Pennsylvania Public Utility Commission
Piatt Place, Room 220
301 Fifth Avenue
Pittsburgh, PA 15222
malong@state.pa.us

VIA ELECTRONIC MAIL AND FIRST CLASS MAIL

*Daniel G. Asmus, Esquire
*Lauren M. Lepkoski
Assistant Small Business Advocate
Office of Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101
dasmus@state.pa.us
llepkoski@state.pa.us

*Benjamin L. Willey
Law Offices of Benjamin L. Willey, LLC
7272 Wisconsin Avenue, Suite 300
Bethesda, MD 20814
blw@bwilleylaw.com
Counsel for York County Solid Waste Authority

Tanya J. McCloskey
Senior Assistant Consumer Advocate
*Darryl Lawrence
Aron J. Beatty
Assistant Consumer Advocates
Pennsylvania Office of Consumer Advocate
5th Floor, Forum Place
555 Walnut Street
Harrisburg, PA 17101-1923
tmccloskey@paoca.org
dlawrence@paoca.org
abeatty@paoca.org
jhorner@paoca.org

*Allison C. Kaster
*Carrie B. Wright
Office of Trial Staff
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120
akaster@state.pa.us
carwright@state.pa.us

Scott J. Rubin
333 Oak Lane
Bloomsburg, PA 17815-2036
scott.j.rubin@gmail.com
Counsel for IBEW

*Regina L. Matz
Thomas, Long, Niesen & Kennard
P.O. Box 9500
212 Locust Street, Suite 500
Harrisburg, PA 17108-9500
rmatz@thomaslonglaw.com
Counsel for ARIPPA

*Divesh Gupta
Senior Counsel
Constellation Energy
111 Market Place, Suite 500
Baltimore, MD 21202
divesh.gupta@constellation.com
Counsel for Constellation

*Theodore S. Robinson
Staff Attorney
Citizen Power
2121 Murray Avenue
Pittsburgh, PA 15217
robinson@citizenpower.com
Counsel for Citizen Power, Inc.

*Eric Paul Cheung
*Joseph Otis Minott
Clean Air Council
135 South 19th Street, Suite 300
Philadelphia, PA 19103
echeung@cleanair.org
joe_minott@cleanair.org
Counsel for Clean Air Council

*Charles McPhedran
*John K. Baillie
Citizens for Pennsylvania's Future
1500 Walnut Street, Suite 502
Philadelphia, PA 19102
mcphedran@pennfuture.org
baillie@pennfuture.org
Counsel for PennFuture

*Daniel Clearfield
*Deanne M. O'Dell
*Carl R. Schultz
Eckert Seamans Cherin & Mellott, LLC
P.O. Box 1248
213 Market Street, 8th Floor
Harrisburg, PA 17101
dclearfield@eckertseamans.com
dodell@eckertseamans.com
cshultz@eckertseamans.com
Counsel for Direct Energy Services, LLC, & RESA

*Kurt E. Klapkowski
Jason Oyler
Commonwealth of Pennsylvania
Department of Environmental Protection
RCSOB, 9th Floor
400 Market Street
Harrisburg, PA 17101-2301
kklapkowsk@state.pa.us
joyler@state.pa.us
Counsel for the Pennsylvania Department of Environmental Protection

*Scott H. Strauss
*Katharine M. Mapes
Spiegel & McDiarmid, LLP
1333 New Hampshire Avenue, NW
Hampshire Avenue, NW
Washington, DC 20036
scott.strauss@spiegelmcd.com
katharine.mapes@spiegelmcd.com
Counsel for Utility Workers Union of America, AFL-CIO and UWUA System Local No. 102

*Susan E. Bruce
*Vasiliki Karandrikas
*Carl J. Zwick
McNees Wallace & Nurick LLC
P.O. Box 1166
100 Pine Street
Harrisburg, PA 17108-1166
sbruce@mwn.com
vkarandrikas@mwn.com
czwick@mwn.com
Counsel for West Penn Power Industrial Intervenors

Stephen H. Jordan
Rothman Gordon P.C.
Third Floor, Grant Building
310 Grant Street
Pittsburgh, PA 15219
shjordan@rothmangordon.com
Counsel for Utility Workers Union of America, AFL-CIO and UWUA System Local No. 102

*Charis Mincavage
*Vasiliki Karandrikas
*Carl J. Zwick
McNees Wallace & Nurick LLC
P.O. Box 1166
100 Pine Street
Harrisburg, PA 17108-1166
cmincavage@mwn.com
vkarandrikas@mwn.com
czwick@mwn.com
Counsel for MEIUG/PICA

*Thomas J. Sniscak
*Todd S. Stewart
*William E. Lehman
Hawke McKeon & Sniscak LLP
P.O. Box 1778
100 North Tenth Street
Harrisburg, PA 17105
tjsniscak@hmslegal.com
tsstewart@hmslegal.com
welehman@hmslegal.com
Counsel for the Pennsylvania State University

David J. Dulick
General Counsel
Pennsylvania Rural Electric Association
212 Locust Street
P.O. Box 1266
Harrisburg, PA 17108-1266
david_dulick@prea.com
Counsel for Pennsylvania Rural Electric Association

*Charles E. Thomas, Jr.
Thomas, Long, Niesen & Kennard
P.O. Box 9500
212 Locust Street, Suite 500
Harrisburg, PA 17108-9500
cthomasjr@thomaslonglaw.com
Counsel for Pennsylvania Rural Electric Association

*Derrick Price Williamson
*Barry A. Naum
Spilman, Thomas & Battle, PLLC
1100 Bent Creek Boulevard, Suite 101
Mechanicsburg, PA 17050
dwilliamson@spilmanlaw.com
bnaum@spilmanlaw.com
Counsel for Pennsylvania Mountains Healthcare Alliance

*Thomas T. Niesen
Thomas, Long, Niesen & Kennard
P.O. Box 9500, Suite 500
212 Locust Street
Harrisburg, PA 17108
tniesen@thomaslonglaw.com
Counsel for West Penn Power Sustainable Energy Fund

David Vollero
Executive Director YCSWA
2700 Blackbridge Road
York, PA 17406
d.vollero@ycswa.com

Robert M. Strickler
Griffith, Strickler, Lerman, Solymos & Calkins
110 South Northern Way
York, PA 17402-3737
rstrickler@gslsc.com
Counsel for YCSWA

*Richard Hahn
LaCapara Associates
One Washington Mall, 9th Floor
Boston, MA 02108
rhahn@lacapra.com

Jeff A. McNelly
ARIPPA Executive Director
2015 Chestnut Street
Camp Hill, PA 17011
jamcnelly1@arippa.org

Barbara R. Alexander
83 Wedgewood Drive
Winthrop, ME 04364
barbalex@ctel.net

*Sally Patton
Law Offices of Benjamin L. Willey, LLC
7272 Wisconsin Avenue, Suite 300
Bethesda, MD 20814
ssp@bwilleylaw.com

David I. Fein
Constellation Energy
Suite 300
550 West Washington Boulevard
Chicago, IL 60661
david.fein@constellation.com

*James L. Crist
The Lumen Group, Inc.
4226 Yarmouth Drive, Suite 101
Allison Park, PA 15101
jlcrist@aol.com

*Michael D. Fiorentino
42 East 2nd Street, Suite 200
Media, PA 19063
mdfiorentino@gmail.com
Counsel for Clean Air Council

Date: October 25, 2010

By: ______________________
Bradley A. Bingaman, Esquire
(Pa. No. 90443)
FirstEnergy Service Company
2800 Pottsville Pike
P.O. Box 16001
Reading, PA 19612-6001
Phone: (610) 921-6203
Fax: (610) 939-8655
Email: bbingaman@firstenergycorp.com

Counsel for FirstEnergy Corp.

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