



Agenda Date: 3/30/11
Agenda Item: 2F

STATE OF NEW JERSEY
Board of Public Utilities
Two Gateway Center, Suite 801
Newark, NJ 07102
www.nj.gov/bpu/

ENERGY

IN THE MATTER OF THE VERIFIED PETITION OF)
JERSEY CENTRAL POWER & LIGHT COMPANY)
CONCERNING THE CONTINUATION BEYOND MAY)
31, 2011 OF ITS LEGACY DIRECT LOAD)
CONTROL/AIR CONDITIONING CYCLING PROGRAM)
("2011 AC Cycling Filing"))

ORDER EXTENDING AC
CYCLING PROGRAM

DOCKET NO. ER10010034

APPEARANCES

Marc B. Lasky, Esq., (Morgan, Lewis & Bockius LLP, attorneys) for the Petitioner
Jersey Central Power & Light Company, 300 Madison Avenue, Morristown, New Jersey 07962-1911

Ami Morita, Esq., Deputy Rate Counsel, Diane Schulze, Esq., Assistant Deputy Rate Counsel,
Division of Rate Counsel (Stefanie A. Brand, Esq., Director, Division of Rate Counsel)

Caroline Vachier, and Alex Moreau, Deputy Attorneys General, for the Staff of the New Jersey
Board of Public Utilities (Paula T. Dow, Attorney General of New Jersey)

BY THE BOARD:

On December 3, 2010, Jersey Central Power & Light Company ("JCP&L" or the "Company") filed a verified petition ("Continuation Petition") with the New Jersey Board of Public Utilities ("Board") proposing, among other things, to continue the Company's residential Legacy Direct Load Control Program, also known as its Air Conditioning Cycling Program ("AC Cycling Program") for the period beyond May 31, 2011, and its winding up and termination by December 31, 2012. By this Order, the Board considers a stipulation signed on March 15, 2011 ("Stipulation"), by JCP&L, the New Jersey Division of Rate Counsel ("Rate Counsel") and the Staff of the Board of Public Utilities ("Staff") (collectively, the "Parties"), that provides for the continuation of the AC Cycling Program for the one-year period beyond May 31, 2011, and plans for the orderly winding up and termination of the AC Cycling Program by December 31, 2012. For the reasons discussed in this Order, the Board adopts the Stipulation including its attachment in its entirety.

PROCEDURAL HISTORY

By way of background, JCP&L's AC Cycling Program, in recent years, has operated under the terms of a series of stipulations entered into by the Parties and approved by the Board, which required the Company to seek Board authorization on an annual basis for the continuation of the AC Cycling Program. The Board's approval for the continuation of the AC Cycling Program was based, in part, upon annual reviews projecting that the Program's estimated benefits to ratepayers exceed the estimated costs for each coming year. By Order dated July 25, 2008, the Board approved a stipulation that provided for, among other things, JCP&L's continuation of the AC Cycling Program through May 31, 2009¹. The stipulation required the Company to seek further Board authorization for the AC Cycling Program, if continued beyond May 31, 2009.

Accordingly, by Order dated March 3, 2009, the Board approved a stipulation for the continued operation of the AC Cycling Program through May 31, 2010². By Order dated February 17, 2010, the Board approved a stipulation for continued operation of the AC Cycling Program through May 31, 2011 ("2010 Order")³.

Pursuant to the 2010 Order, on December 3, 2010, JCP&L filed a verified petition ("Continuation Petition") with the Board proposing to continue the AC Cycling Program for the period beyond May 31, 2011, until its winding up and termination by December 31, 2012. On December 30, 2010, the Company filed the program's performance review. The Continuation Petition proposed to continue the AC Cycling Program for the one-year period beyond May 31, 2011 without any substantive operational modifications. The Continuation Petition also proposed (i) a process for winding up and terminating the AC Cycling Program in 2012; (ii) certain modifications and clarifications to JCP&L's Integrated Distributed Energy Resource ("IDER") Program; and (iii) certain rate adjustments.

In addition, the Continuation Petition proposed to continue to offer participants in the AC Cycling Program who are located in the target areas for JCP&L's IDER Program, the opportunity to participate in the IDER Program with newly installed equipment. The Continuation Petition proposed to continue to recover the associated costs of enrolling these customers in the IDER Program through Rider RRC, as previously approved in the 2010 Order.

The Continuation Petition also requested that the entire 38 megawatts ("MW") of the Company's IDER Program⁴ be treated prospectively as a single, unified program and that all costs of the IDER and AC Cycling Programs, some of which are currently recovered in the Company's Rider SCC, be recovered entirely through Rider RRC.

¹ BPU Docket No. ER07060375

² BPU Docket No. ER07060375

³ BPU Docket No. ER10010034

⁴ The IDER Program was initially approved as an 8 MW pilot program as part of the Stipulation in Docket No. ER07060375 and an additional 15 MW Expansion Program was approved in Docket Nos. EO08050326 and EO08080542. An additional 15 MW has been deployed pursuant to a federal grant from the U.S. Department of Energy under the American Recovery and Reinvestment Act of 2009 ("ARRA").

On March 15, 2011, after JCP&L provided additional and revised documentation as to the estimated economic value of and projected costs related to the AC Cycling Program, and after a number of telephonic conferences to discuss changes to the plans proposed in the Continuation Petition for the Program's one-year continuation and eventual termination, the Parties entered into a Stipulation which addresses the continuation of the AC Cycling Program through May 31, 2012, and the winding up and termination of the AC Cycling Program by December 31, 2012. Furthermore, the Parties agreed that issues related to the IDER Program and any modifications to the cost recovery mechanism contained in the Continuation Petition would not be addressed in this Stipulation, but would be the subject of further discussions.

Key Terms of the Stipulation

The primary terms of the Stipulation are as follows:

- 1 The Parties agree that continuation of the existing AC Cycling Program beyond May 31, 2011, and its winding up and termination by December 31, 2012 is appropriate.

Costs associated with the continuation and winding up and termination of the AC Cycling Program will be recovered in Rider SCC without modification to the existing Board-approved recovery provisions, subject to the determination that such costs are deemed reasonable and prudent.

2. In accordance with the Board's February 17, 2010 Order, existing AC Cycling Program participants who are located in the target areas for the Company's IDER Program will be included in any general solicitation for the IDER Program. While existing AC Cycling Program participants will not be specifically targeted for enrollment in the IDER Program, if JCP&L becomes aware of any existing AC Cycling Program participant in the target areas for the IDER Program that has damaged or non-working thermostats or switches, JCP&L will offer those existing AC Cycling Program participants the opportunity to participate in the IDER Program, with the participation in the IDER Program of any transitioning existing AC Cycling participants being incremental to the previously-approved IDER Program levels. The Company will recover reasonable and prudent incremental costs associated with enrolling these customers in the IDER Program through Rider RRC.
3. In accordance with the Continuation Petition, the AC Cycling Program will be continued beyond May 31, 2011 without any substantive modifications to the operation of the existing AC Cycling Program, except that cycling events will be called only as set out in the first two guidelines approved for these events under the existing AC Cycling Program: PJM emergencies, including requirements under the PJM Interruptible Load for Reliability ("ILR") Program, or local distribution emergencies to support JCP&L system reliability. No cycling events will be based on the third guideline of a combination of high temperatures and energy prices, as had previously been provided for in the existing AC Cycling Program.
4. The AC Cycling Program will be wound up and terminated as follows:
 - a. The Company will register 17.5 MW in the 2011-2012 ILR Program;
 - b. Discontinuation notices to participants in the existing AC Cycling Program will be distributed in February 2012;

- c. The renegotiated terms of the Honeywell service contract, which are reflected in Revised Attachment A attached hereto, will be implemented;
 - d. The Company will abandon the existing AC Cycling Program equipment unless a participant expressly requests removal of the equipment;
 - e. JCP&L will endeavor both to sustain the requisite MW available from the existing AC Cycling Program through May 2012 to meet PJM ILR requirements and to complete existing AC Cycling Program equipment removal, to the extent requested by participants, by May 31, 2012; and
 - f. The Company will seek to minimize required existing AC Cycling Program termination activities after May 2012 and complete termination by December 31, 2012.
5. The Parties recognize that other elements of the Continuation Petition concerning the Company's IDER Program and modifications to the cost recovery mechanism are not addressed in this Stipulation. The Parties intend to continue to discuss those elements, although all Parties reserve their respective rights to advocate any position with respect to those elements.

Discussion of the Issues

The Board has reviewed JCP&L's December 3, 2010 Continuation Petition, the revised program cost analysis provided in Revised Attachment A, the program's performance review, and the terms of the Stipulation. JCP&L proposes to continue the AC Cycling Program for a one-year period beyond May 31, 2011, and to wind up and terminate the AC Cycling Program by December 31, 2012, primarily due to technical and infrastructure issues. The Company will continue to register the demand response from the AC Cycling Program in the 2011 PJM ILR Program, until the termination of the ILR Program in 2012. JCP&L estimates that the AC Cycling Program will receive approximately \$701,751 in capacity credits from PJM for the one-year period, all of which will be used to off-set the operational costs and the expenses associated with the program's termination.

The Board notes that the Parties have worked to reduce the projected costs associated with the one-year continuation of the AC Cycling Program and its December 2012 termination from a total of \$776,609 projected in the Continuation Petition down to an estimated \$378,699 in the Stipulation's Revised Attachment A⁵. The Board believes that this revised projected total cost is reasonable, if costs can be shown to be prudently incurred, in light of the advantages that the program provides for all ratepayers in JCP&L's territory, including greater distribution system reliability during distribution and PJM system emergencies. Furthermore, the Board believes that an orderly winding up of the AC Cycling Program, including retention of the existing participants who are located within the Company's IDER targeted areas until they can be reasonably transitioned into the IDER Program, can encourage continuation of changed customer behavior that will lead these customers to transfer into the IDER Program.

For the foregoing reasons, the Board HEREBY FINDS that continuation of JCP&L's AC Cycling Program for the period beyond May 31, 2011, and its winding up and termination by December 31, 2012 is appropriate and in the public interest. Therefore, the Board HEREBY APPROVES the attached Stipulation, including Revised Attachment A, in its entirety and HEREBY ORDERS

⁵ This represents the net cost to JCP&L's ratepayers after crediting the full amount of the expected capacity payments from PJM.

that the Company continue the AC Cycling Program for the period beginning on June 1, 2011 and ending on May 31, 2012, subject to the terms and conditions of the attached Stipulation. The Board HEREBY AUTHORIZES JCP&L to register the demand response from the AC Cycling Program in the PJM ILR Program for the period from June 1, 2011 until May 31, 2012. In addition, the Board HEREBY ORDERS the Company to wind up and terminate the AC Cycling Program by December 31, 2012, pursuant to the terms and conditions of the Stipulation.

Furthermore, the Board HEREBY DIRECTS JCP&L to file performance reviews for the AC Cycling Program with the Board by November 1, 2011 and July 1, 2012, and a termination report by February 1, 2013. The Board FURTHER DIRECTS the Company to continue to file monthly reports on the IDER Program, including information on the transition of AC Cycling Program participants into the IDER Program.


DATED: 3/30/11

BOARD OF PUBLIC UTILITIES
BY:


LEE A. SOLOMON
PRESIDENT


JEANNE M. FOX
COMMISSIONER

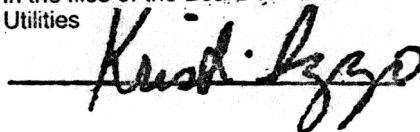

JOSEPH L. FIORDALISO
COMMISSIONER


NICHOLAS ASSELTA
COMMISSIONER

ATTEST:


KRISTI IZZO
SECRETARY

I HEREBY CERTIFY that the within document is a true copy of the original in the files of the Board of Public Utilities



I/M/O THE VERIFIED PETITION OF JERSEY CENTRAL POWER & LIGHT COMPANY
 CONCERNING THE CONTINUATION BEYOND MAY 31, 2011 OF ITS LEGACY DIRECT
 LOAD CONTROL/AIR CONDITIONING CYCLING PROGRAM ("2011 AC Cycling Filing")

DOCKET NO. ER07060375

SERVICE LIST

<u>BPU</u>	<u>DAG</u>	<u>RATE COUNSEL</u>
<p>Jerome May, Director Division of Energy Board of Public Utilities Two Gateway Center Newark, NJ 07102 jerome.may@bpu.state.nj.us</p>	<p>Babette Tenzer, Esq. DAG Depart. Of Law & Public Safety Division of Law 124 Halsey Street, 5th Floor P.O. Box 45029 Newark, NJ 07101</p>	<p>Stefanie A. Brand, Esq. Director Division of Rate Counsel 31 Clinton Street, 11th Floor P.O. Box 46005 Newark, NJ 07102</p>
<p>Alice Bator, Bureau Chief Rates and Tariffs Division of Energy Board of Public Utilities Two Gateway Center Newark, NJ 07102 alice.bator@bpu.state.nj.us</p>	<p>Caroline Vachier, Esq. DAG Depart. Of Law & Public Safety Division of Law 124 Halsey Street, 5th Floor P.O. Box 45029 Newark, NJ 07101</p>	<p>Paul Flanagan, Esq. Division of Rate Counsel 31 Clinton Street, 11th Floor P.O. Box 46005 Newark, NJ 07102</p>
<p>Linda Nowicki Division of Energy Board of Public Utilities P.O. Box 350 Trenton, NJ 08625 l.nowicki@bpu.state.nj.us</p>	<p>Alex Moreau, Esq. DAG Depart. Of Law & Public Safety Division of Law 124 Halsey Street, 5th Floor P.O. Box 45029 Newark, NJ 07101</p>	<p>Ami Morita, Esq., DPA Division of Rate Counsel 31 Clinton Street, 11th Floor P.O. Box 46005 Newark, NJ 07102</p>
<p>Kristi Izzo Office of the Secretary Board of Public Utilities Two Gateway Center Newark, NJ 07102 kristi.izzo@bpu.state.nj.us</p>		<p>Diane Schulze, Esq. Division of Rate Counsel 31 Clinton Street, 11th Floor P.O. Box 46005 Newark, NJ 07102</p>
<p>Kenneth Sheehan, Esq. Chief Counsel Board of Public Utilities P.O. Box 350 Trenton, NJ08625 kenneth.sheehan@bpu.state.nj.us</p>		<p>Lisa Gurkas Division of Rate Counsel 31 Clinton Street, 11th Floor P.O. Box 46005 Newark, NJ 07102</p>
<p><u>s</u></p>		<p>Rick Hornby Synapse Energy Economics, Inc. 22 Pearl Street Cambridge, MA 02149</p>

<p>John Stutz Tellus Institute 11 Arlington Street Boston, MA 02116-3411</p> <p>Bruce Biewald Synapse Energy Economics, Inc. 22 Pearl Street Cambridge, MA 02149</p> <p>Michael Dirmeier Georgetown Consulting Group, Inc. 1902 Overlook Ridge Road Keller, TX 76248</p> <p><u>JCP&L</u></p> <p>Lawrence Sweeney JCP&L 300 Madison Avenue Morristown, NJ 07962-1911</p> <p>Thomas Donadio JCP&L 300 Madison Avenue Morristown, NJ 07962-1911</p> <p>Christopher W. Siebens First Energy Corp. 2800 Pottsville Pike P.O. Box 16001 Reading, PA 19640</p>	<p>Marc B. Lasky, Esq. Morgan, Lewis & Bockius, LLP 89 Headquarters Plaza North Suite 1435 Morristown, NJ 07960</p> <p>Eva Gardow JCP&L 300 Madison Avenue Morristown, NJ 07962-1911</p> <p><u>PSE&G</u></p> <p>Gregory Eisenstark, Esq. Public Service Electric & Gas Company 80 Park Plaza Newark, NJ 07101</p> <p>Frederick A. Lynk Public Service Electric & Gas Company 80 Park Plaza Newark, NJ 07101</p>	<p><u>Atlantic City Electric</u></p> <p>Michael E. Prendergast Atlantic City Electric Corporate Offices 5100 Harding Highway Mays Landing, NJ 08330</p> <p>Steven L. Sunderhauf Atlantic City Electric Corporate Offices 5100 Harding Highway Mays Landing, NJ 08330</p> <p>Philip J. Passanante, Esq. Assistant General Counsel Atlantic City Electric Corporate Offices 5100 Harding Highway Mays Landing, NJ 08330</p> <p><u>Rockland Electric Company</u> Rick Struck Rockland Electric Company 4 Irving Place New York, NY 10003</p> <p>John L. Carley, Esq. Consolidated Edison Company of NY, Inc. Law Department 4 Irving Place New York, NY 10003</p>
---	---	--

**STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES**

In the Matter of the Verified Petition of
Jersey Central Power & Light Company
Concerning the Continuation Beyond May
31, 2011 of its Legacy Direct Load
Control/Air Conditioning Cycling Program
("2011 AC Cycling Filing")

:
: **BPU DOCKET NO. ER10010034**
:
:

MBL
AM
fw

**STIPULATION
OF
SETTLEMENT**

TO THE HONORABLE BOARD OF PUBLIC UTILITIES:

APPEARANCES:

Marc B. Lasky, Esq. (Morgan, Lewis & Bockius LLP, attorneys) for the Petitioner, Jersey Central Power & Light Company

Ami Morita, Esq., Deputy Rate Counsel, and **Diane Schulze, Esq.**, Assistant Deputy Rate Counsel (**Stefanie A. Brand, Esq.**, Director, Division of Rate Counsel)

Alex Moreau, Esq., Deputy Attorney General, for the Staff of the New Jersey Board of Public Utilities (**Paula T Dow, Attorney General of New Jersey**)

This Stipulation of Settlement ("Stipulation") is hereby made and executed as of the 15th day of March, 2011, by and among Jersey Central Power & Light Company ("JCP&L" or the "Company"), the Staff of the Board of Public Utilities ("Staff") and the New Jersey Division of Rate Counsel ("Rate Counsel") (collectively, the "Parties").

The Parties do hereby join in recommending that the Board of Public Utilities ("Board") issue an Order approving this Stipulation, based upon the following stipulations:

Background

By Order dated July 25, 2008¹, the Board approved a Stipulation of Settlement (“Stipulation”) among the Company, Staff and Rate Counsel, providing for, among other things, JCP&L’s continuation of its existing Air Conditioner Cycling Program (“Existing AC Cycling Program”) through May 31, 2009. The Board approved the continued operation of the Existing AC Cycling Program through May 31, 2010 by Order dated March 3, 2009 and through May 31, 2011 by Order dated February 7, 2010. On December 3, 2010, the Company filed a Verified Petition (“Continuation Petition”) with the Board requesting, among other things, continuation of the Existing AC Cycling Program beyond May 31, 2011 and approval for the ultimate winding down and termination of the Existing AC Cycling Program by December 31, 2012. The Continuation Petition included an Attachment A setting forth estimated cost and revenue information associated with the continuation and winding up and termination of the Existing AC Cycling Program. As a result of discussions among JCP&L, Staff and Rate Counsel, Attachment A has been revised and the Revised Attachment A is attached to this Stipulation.

Stipulation

The undersigned Parties DO HEREBY STIPULATE AND AGREE as follows:

1 Based, in part, on Revised Attachment A attached hereto, the Parties agree that continuation of the Existing AC Cycling Program beyond May 31, 2011, and its winding up and termination by December 31, 2012, as set forth below, is appropriate. Costs associated with the continuation and winding up and termination of the Existing AC Cycling Program will be

¹ *In the Matter of the New Jersey Direct Load Control Program Proposal – Jersey Central Power and Light*, BPU Docket No. ER07060375, Order Adopting Stipulation of Settlement (July 25, 2008).

recovered in Rider SCC without modification to the existing Board-approved recovery provisions, subject to the determination that such costs are deemed reasonable and prudent.

2. In accordance with the Board's February 17, 2010 Order, Existing AC Cycling Program participants who are located in the target areas for the Company's Integrated Distributed Energy Resource ("IDER") program² will be included in any general solicitation for the Company's IDER program. While Existing AC Cycling Program participants will not be specifically targeted for enrollment in the IDER program, if JCP&L becomes aware of any Existing AC Cycling Program participant in the target areas for the IDER program that has damaged or non-working thermostats or switches, JCP&L will offer those Existing AC Cycling Program participants the opportunity to participate in the IDER program, with the participation in the IDER program of any transitioning Existing AC Cycling participants being incremental to the previously-approved IDER program levels. The Company will recover reasonable and prudent incremental costs associated with enrolling these customers in the IDER program through Rider RRC.

3. In accordance with the Continuation Petition, the Existing AC Cycling Program will be continued beyond May 31, 2011 without any substantive modifications to the operation of the Existing AC Cycling Program, except that cycling events will be called only as set out in the first two guidelines approved for these events under the Existing AC Cycling Program: PJM emergencies, including requirements under the PJM Interruptible Load for Reliability ("ILR") Program, or local distribution emergencies to support JCP&L system

² The IDER program was initially approved as an 8 MW pilot program as part of the Stipulation in Docket No. ER07060375 and was approved to be expanded by 15 MW in Docket Nos. EO08050326 & EO08080542. An additional 15 MW has been deployed pursuant to a grant from the Department of Energy under the Federal American Recovery and Reinvestment Act of 2009.

reliability. No cycling events will be based on the third guideline of a combination of high temperatures and energy prices, as had previously been provided for in the Existing AC Cycling Program.

4. The Existing AC Cycling Program will be wound up and terminated as follows:

- a. The Company will register 17.5 MW in the 2011-2012 ILR Program;
- b. Discontinuation notices to participants in the Existing AC Cycling Program will be distributed in February 2012;
- c. The renegotiated terms of the Honeywell service contract, which are reflected in Revised Attachment A attached hereto, will be implemented;
- d. The Company will abandon the Existing AC Cycling Program equipment unless a participant expressly requests removal of the equipment;
- e. JCP&L will endeavor both to sustain the requisite MW available from the Existing AC Cycling Program through May 2012 to meet PJM ILR requirements and to complete Existing AC Cycling Program equipment removal, to the extent requested by participants, by May 31, 2012; and
- f. The Company will seek to minimize required Existing AC Cycling Program termination activities after May 2012 and complete termination by December 31, 2012.

5. The Parties recognize that other elements of the Continuation Petition concerning the Company's IDER program and modifications to the cost recovery mechanism are not addressed in this Stipulation. The failure to address those other elements should not be interpreted to mean that the Company has waived those requests or that they have been rejected

by Staff and/or Rate Counsel. The Parties intend to continue to discuss those elements, although all Parties reserve their respective rights to advocate any position with respect to those elements.

Conclusion

6. The Parties agree that this Stipulation contains mutual balancing and interdependent clauses and is intended to be accepted and approved in its entirety. In the event any particular provision of this Stipulation is not accepted and approved in its entirety by the Board, or is modified by a court of competent jurisdiction, then any Party aggrieved thereby shall not be bound to proceed with this Stipulation and shall have the right, upon written notice, to be provided to all other Parties within ten (10) days after receipt of any such adverse decision, to litigate all issues addressed herein to a conclusion. More particularly, in the event this Stipulation is not adopted in its entirety by the Board in an appropriate Order, or is modified by a court of competent jurisdiction, then any Party hereto is free, upon the timely provision of such written notice, to pursue its then available legal remedies with respect to all issues addressed in this Stipulation, as though this Stipulation had not been signed.

7. The Parties agree that this Stipulation shall be binding on them for all purposes herein.

8. It is specifically understood and agreed that this Stipulation represents a negotiated agreement and has been made exclusively for the purpose of this proceeding. Except as expressly provided herein, (i) no Party waives any rights it possesses under any prior Stipulation, except where the terms of this Stipulation supersede such prior Stipulation, and (ii) the Parties shall not be deemed to have approved, agreed to, or consented to any principle or methodology underlying or supposed to underlie any agreement provided herein in total or by

specific item. The Parties further agree that this Stipulation is in no way binding upon them in any other proceeding, except to enforce the terms of this Stipulation.

9. This Stipulation may be executed in any number of counterparts, each of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties.

WHEREFORE, the Parties hereto have duly executed and do respectfully submit this Stipulation to the Board and recommend that the Board issue a Final Decision and Order adopting and approving this Stipulation in its entirety in accordance with the terms hereof.

Jersey Central Power & Light Company

By: Marc B. Lasky
Marc B. Lasky
Morgan, Lewis & Bockius LLP

Dated: 3/15/11

Paula T. Dow,
Attorney General of New Jersey
Attorney For
Staff of The Board of Public Utilities

By: Alex Morneau
Alex Morneau
Deputy Attorney General

Dated: 03/15/11

Stefanie A. Brand
Director, Rate Counsel

By: _____
Ami Morita
Deputy Rate Counsel

Dated: _____

specific item. The Parties further agree that this Stipulation is in no way binding upon them in any other proceeding, except to enforce the terms of this Stipulation.

9. This Stipulation may be executed in any number of counterparts, each of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the Parties.

WHEREFORE, the Parties hereto have duly executed and do respectfully submit this Stipulation to the Board and recommend that the Board issue a Final Decision and Order adopting and approving this Stipulation in its entirety in accordance with the terms hereof.

Jersey Central Power & Light Company

By: Marc B. Lasky
Marc B. Lasky
Morgan, Lewis & Bockius LLP

Dated: 3/15/11

Paula T. Dow,
Attorney General of New Jersey
Attorney For
Staff of The Board of Public Utilities

By: _____
Alex Moreau
Deputy Attorney General

Dated: _____

Stefanie A. Brand
Director, Rate Counsel

By: Amy Morita
Amy Morita
Deputy Rate Counsel

Dated: 3/15/11