Agenda Date: 2/17/21
Agenda Item: 2B

STATE OF NEW JERSEY

Board of Public Utilities
44 South Clinton Avenue, 9th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

ENERGY

IN THE MATTER OF THE VERIFIED PETITION OF JERSEY CENTRAL POWER & LIGHT COMPANY FOR THE REVIEW AND APPROVAL OF COSTS INCURRED FOR ENVIRONMENTAL REMEDIATION OF MANUFACTURED GAS PLANT SITES PURSUANT TO THE REMEDIATION ADJUSTMENT CLAUSE OF ITS FILED TARIFF ("2019 RAC FILING")	)	DECISION AND ORDER APPROVING STIPULATION DOCKET NO. ER20100628

Parties of Record:

Lauren M. Lepkoski, Esq., on behalf of Jersey Central Power & Light Company
Stefanie A. Brand, Esq., Director, New Jersey Division of Rate Counsel

BY THE BOARD:

On October 1, 2020, Jersey Central Power and Light Company ("JCP&L" or "Company") filed a petition with the New Jersey Board of Public Utilities ("Board") seeking review and approval of actual costs and expenditures incurred by JCP&L related to the environmental remediation of its former manufactured gas plant ("MGP") sites for the period January 1, 2019 through December 31, 2019 ("2019 RAC Period") ("2019 RAC Petition"). In the 2019 RAC Petition, the Company proposed to decrease the Remediation Adjustment Charge ("RAC") component of the Company's Societal Benefits Charge ("SBC"). By this Decision and Order, the Board considers a stipulation of settlement ("Stipulation") executed by JCP&L, Board Staff ("Staff"), and New Jersey Division of Rate Counsel ("Rate Counsel") (collectively, "Parties") which seeks to resolve the 2019 RAC Petition.

BACKGROUND AND PROCEDURAL HISTORY

JCP&L's RAC, which is a separate component of the SBC, allows for the recovery of reasonably incurred MGP remediation program costs ("MGP Costs") amortized over a seven (7) year rolling average period, and carrying charges tied to interest on seven (7) year treasuries plus 60 basis points.

In the 2019 RAC Petition, the Company included actual MGP data for the 2019 RAC Period and expenditures incurred in connection to its MGP sites. The 2019 net annual recoverable MGP expenses was $0.301 million calculated below:

Jersey Central Power & Light Company			
Derivation of Manufactured Gas Plant (MGP) Remediation Adjustment Charge (RAC)			
	Through 12/31/2018	**Year 2019**	**Total as of 12/31/19**
Derivation of Tariff Rider RAC			
Total Recoverable MGP remediation expense	$116,380,196	$4,338,720	$120,718,916
Less: Fully Amortized Layer at 12/31/19	($20,379,454)		($20,379,454)
Ending under-recovered deferred RAC balances		($2,230,742)	($2,230,742)
Total Recoverable MGP remediation costs including under recovery	$96,000,742	$2,107,978	$98,108,720
RAC Recovery Period (years)	7	7	7
Net annual recoverable MGP expenses	$13,714,392	$301,140	$14,015,531
Retail Sales Forecasted (MWh)			$19,906,396
Calculated RAC factor ($ per kWh) before SUT			$0.000704
RAC factor currently in effect ($ per kWh)			$0.000811
Calculated increase/(decrease) in RAC Factor ($ per kWh) before SUT			($0.000107)
Proposed Rider RAC revenue decrease			($2,129,984)

In accordance with previous Board Orders, the 2019 RAC Period costs of approximately $2.108 million was to be amortized over a period of seven (7) years. The total annual net recovery amount was approximately $14.016 million representing one seventh of each of the RAC expenditures in the years for each applicable seven (7) year amortization period, plus the amortization of the deferred RAC expenditures at December 31, 2019. After applying the forecasted retail sales volumes for the 12 months ending December 31, 2021, the resultant decrease to the Rider RAC rate would be $0.000107 kWh (excluding SUT), and a reduction of approximately $2.13 million in annual revenues.

As the 2019 RAC Petition proposed a decrease, public hearings were neither required nor held.

STIPULATION

Following a review of the 2019 RAC Petition and conducting discovery, the Parties executed the Stipulation, which provides for the following[1]:

1. The resulting net deferred RAC account balance at December 31, 2019, after deduction of such Natural Resource Damages ("NRD")-related and incentive compensation costs, was $98,108,720, as shown in the following chart:

[1] Although described at some length in this Order, should there be any conflict between this summary and the Stipulation, the terms of the Stipulation are controlling, subject to the findings and conclusions of this Order. Each paragraph is numbered to coincide with the Stipulation.

Jersey Central Power & Light Company

Manufactured Gas Plant Remediation Adjustment Clause (RAC)

	YEAR 2011	YEARS 2012-2014	YEAR 2015	YEAR 2016	YEAR 2017	YEAR 2018	YEAR 2019	Balances through YEAR 2019
Actual Expenditures [1]	7,700,028	34,539,907	7,883,897	13,621,248	26,063,647	16,629,985	11,214,216	117,652,928
NRD Expenses Included Above [2]	33,404	182,593	98,616	51,947	3,217	(1,196)	-	368,581
Incentive Compensation Incl.Above	10,874	28,452	13,248	13,551	12,722	9,922	14,062	102,831
Net Recoverable Costs	7,655,750	34,328,862	7,772,033	13,555,750	26,047,708	16,621,259	11,200,154	117,181,516
Carrying Charges	474,978	1,589,722	851,961	1,016,079	1,367,586	1,975,403	1,716,401	8,992,130
Total Including Carrying Cost	8,130,728	35,918,584	8,623,994	14,571,829	27,415,294	18,596,662	12,916,555	126,173,646
SBC Over-Recovery Application [3]						(17,256,349)	(4,629,843)	(21,886,192)
SRC Over-Recovery Application [4]							(3,947,992)	(3,947,992)
Subtotal								100,339,462
End'g Under-recovered Dfd RAC Bal.							(2,230,742)	(2,230,742)
Recoverable Bal. at Dec. 31, 2019								98,108,720

Notes:

[1] Net of insurance proceeds, revenue previously collected through base rates and write-off in accordance with BPU Order, Docket No.ER03121020.

[2] The Company maintains that it is entitled to retain NRD-related costs totaling approximately $76,000 from 2003-2004.

[3] The application of other over-recovered SBC components, in accordance with JCP&L Tariff Rider SBC, is first applied to the deferred carrying cost and next applied to deferred cost.

[4] In accordance with the BPU's Order adopting the Stipulation of Settlement in the 2018-2019 SRC Filing in Docket No. ER19010661, dated July 10, 2019, requiring JCP&L apply any net ending over/under-recovered balance in the Rider SRC deferred balance to the largest under-recovered component of the Rider SBC deferred balance, which was the Rider RAC component.

2. The Company represents that no remediation properties were sold during the RAC remediation period for which the current RAC rate is being established. The Company also represents that any revenues it received from the lease of any remediation properties during the 2019 RAC Period were credited to the deferred RAC balance.

3. The Parties agree that the Company's ending deferred recoverable RAC balance at December 31, 2019 was an under-recovered balance of $98,108,720. In addition to the deferred RAC net balance at December 31, 2019 of $98,108,720 referred to in the Stipulation, JCP&L deferred (i) $803,654 of costs related to NRD issues from 2005 through 2019, and (ii) $206,582 of incentive compensation paid to personnel who worked on RAC matters from 2006 through 2019. The Parties agree that it is appropriate for such NRD-related and incentive compensation costs to be deferred. The Company represents that the Stipulation does not include the recovery of any administrative, legal, consulting or other costs associated with NRD claims currently being investigated by the New Jersey Department of Environmental Protection, or any costs associated with the incentive compensation referenced in the Stipulation. The Parties accordingly stipulate and agree that the Board should make no determination in this proceeding as to the reasonableness, or the recoverability under the Company's RAC filings, of NRD damages or related costs or of incentive compensation amounts, if any.

4. The Parties agree that no NRD-related MGP expenditures were incurred during the 2019 RAC period and, therefore, none are included in the $98,108,720 recoverable deferred RAC balance as of December 31, 2019. The Parties also agree that the incentive compensation of $14,062 incurred during the 2019 RAC period is not included in the $98,108,720 recoverable deferred RAC balance as of December 31, 2019. Further, the parties agree that the deferred NRD and incentive compensation amounts have been excluded from the RAC factors set forth in the Stipulation. The Parties expressly reserve their rights to argue their respective positions on these issues in future proceedings, as appropriate.

5. The Company claims that it is entitled to retain NRD-related costs totaling approximately $76,000 from two (2) previous RAC years, 2003 and 2004. It is Rate Counsel's and Staff's position that NRD-related costs are not included within the scope of the Board's RAC recovery authorization and therefore are not eligible for recovery through utility RAC clauses. JCP&L does not agree with Rate Counsel's and Staff's position concerning NRD-related cost recovery, but nonetheless agrees that nothing shall affect or limit the Parties' rights to challenge such NRD-related cost recovery in connection with the Company's previous RAC Filings. JCP&L also reserves its right to contest any such challenge by the Parties. JCP&L further agrees that it will continue to defer NRD-related MGP costs in future RAC filings pending the final Board resolution of the issue concerning the inclusion of NRD-related costs within the scope of the Board's RAC recovery authorization.[2] The Parties hereby agree that JCP&L shall be authorized to continue to defer all additional reasonable and prudent MGP remediation costs and expenses incurred and deferred subsequent to December 31, 2019, including NRD-related and incentive compensation costs, together with accrued interest thereon, for review and inclusion in future annual RAC filings and related adjustments to the Company's Rider RAC, subject to the Board's review and approval. In accordance with Generally Accepted Accounting Principles ("GAAP") as applied by JCP&L's independent auditors, the deferred RAC balance at December 31, 2019 included certain RAC expense accruals. Although the Parties will continue to review the levels of such accruals in the Company's deferred RAC accounts in future proceedings, the Parties do not object to the use of such GAAP accrual accounting procedures as required by the Company's auditors.

[2] The NRD-related MGP expenditures for the years 2005 through 2019 are as follows ($):

Year	$	Year	$	Year	$
2005	62,856	**2010**	53,563	**2015**	98,616
2006	157,594	**2011**	33,404	**2016**	51,947
2007	53,434	**2012**	83,412	**2017**	3,217
2008	18,046	**2013**	5,116	**2018**	(1,196)
2009	89,580	**2014**	94,065	**2019**	0

6. The Parties agree that while the total recoverable MGP remediation expense for 2019 is $4.34 million (Appendix A, Attachment A-1, Line 54 of the Stipulation), and when combined with the 2019 over-recovered deferred RAC balance of $2.231 million (Appendix A, Attachment A-1, line 56 of the Stipulation) and the remaining amortization of prior RAC expenditures previously approved for recovery, the result is a *decrease* of $0.000107 kWh (before SUT) in JCP&L's Rider RAC charge to a proposed rate of $0.000704 kWh (before SUT) from the current rate of $0.000811 kWh (before SUT) that would reduce revenues by $2.1 million annually. *See* Attachment A-1, lines 61 through 64 of the Stipulation. A typical residential customer using 768 kWh per month on RS rate will see an average monthly decrease of $0.09 or 0.1% from $105.74 to $105.65.

7. Consistent with its agreement in the 2005 RAC Filing Stipulation settling the 2005 Annual RAC Filing, which was approved by the Board by Decision and Order dated April 27, 2009 (Docket No. ER06030258), the Company performs outside legal and community relations activities for the purposes of supporting its remediation program and mitigating potential liabilities related to its remediation program. The Company agrees to continue to provide a description and explanation of the expenses incurred for these services in subsequent RAC filings, with claimed confidential information provided pursuant to a confidentiality agreement.

8. Also, consistent with the 2005 RAC Filing Stipulation, the Company agrees to continue to maintain a complaint log for each MGP site that will provide details about complaints (exclusive of formal legal claims or lawsuits) received from property owners, neighboring residents and municipal officials, and a description of the Company's actions responding to the complaints.

9. The Company agrees that it will continue to include with its RAC filings responses to the minimum filing requirements ("MFRs") as set forth in Exhibit A to the 2006-2008 RAC Filing Stipulation settling the 2006-2008 RAC Filing, approved by Board Decision and Order dated March 9, 2011 (Docket No. ER09030194). A list of these MFRs is attached to the Stipulation as Appendix B.

10. Consistent with the 2006-2008 RAC Filing Stipulation, the Company will competitively bid remediation projects expecting to cost in excess of $250,000 with respect to work at existing sites or work at any new sites identified in the future. If competitive bidding is not utilized as provided in Paragraph 10 of the Stipulation, the Company will be required to show that competitive bidding was not practical or advantageous under the circumstances.

11. Also, consistent with the 2006-2008 RAC Filing Stipulation, the Company will make annual RAC filings, which will not be combined with any SBC filings, regardless of whether it is seeking any change in its RAC recovery rate.

12. Also, consistent with the 2006-2008 RAC Filing Stipulation, the Company agrees to provide a final reconciliation of its annual RAC factor recovery within 90 days of the completion of each RAC recovery year, which reconciliation will include the calculation of actual sales volumes that recovered the RAC factor and the resultant net expense or credit amount which is to be carried over to the next recovery year. Implementation and/or adjustment of the RAC factor is subject to the Parties' review of JCP&L's RAC expenditures and reconciliation thereof in JCP&L's future RAC and/or SBC proceedings.

13. The Parties agree that the terms of the Stipulation shall be deemed to resolve all factual and legal issues relating to the determination of all amounts that were or could have been included in the calculation of JCP&L's deferred RAC balance through and at December 31, 2019 except as described in paragraphs 3, 4, and 5 of the Stipulation with respect to NRD-related costs and incentive compensation costs.

14. JCP&L agrees to file its next annual RAC Filing for the period January 1, 2020 through December 31, 2020 no later than October 1, 2021.

DISCUSSION AND FINDINGS

The Board reviewed the record in this matter, including the 2019 RAC Petition and the Stipulation. The Board **HEREBY FINDS** the Stipulation to be reasonable and in the public interest, being persuaded that the MGP Costs were thoroughly reviewed. The Board **FURTHER FINDS** that the Company's MGP remediation work performed during the 2019 RAC Period was prudent, and the resulting MGP Costs for the 2019 RAC Period are reasonable and prudent.

Accordingly, the Board **HEREBY ADOPTS** the Stipulation as its own, as if fully set forth herein. The Board **HEREBY ORDERS** that the Company decrease its RAC rate to $0.000704 per kWh before SUT and shall remain in effect until further Order of the Board. As a result of the Stipulation, a typical residential customer using an average of 768 kWh per month will see their current bill would decrease by $0.09 or 0.1%.

The Board **FURTHER ORDERS** that the NRD related costs of $803,654, covering the period 2005 through 2019, and $206,582 for incentive compensation related to the period 2006 through 2019, shall continue to be deferred until such time as the Board addresses the rate recoverability of expenditures related to NRD and incentive compensation via the RAC mechanism.

The Board **FURTHER ORDERS** that the Company continue to defer all additional reasonable and prudent MGP remediation costs and expenses incurred and deferred subsequent to December 31, 2019, including NRD-related and incentive compensation costs, together with accrued interest thereon, for review and inclusion in future RAC filings and related adjustments to the Company's RAC rate.

The Board **HEREBY DIRECTS** the Company to file revised tariff sheets that conform to the terms and conditions of this Order by March 1, 2021.

The Company's costs, including those related to the RAC, shall remain subject to on-going audit by the Board. Additionally, the Company will periodically conduct audits of these expenses. This Decision and Order shall not preclude nor prohibit the Board from taking any actions determined to be appropriate as a result of any such audit.

The effective date of this Order is February 27, 2021.

DATED: February 17, 2021

BOARD OF PUBLIC UTILITIES
BY:

JOSEPH L. FIORDALISO
PRESIDENT

MARY-ANNA HOLDEN
COMMISSIONER

DIANNE SOLOMON
COMMISSIONER

UPENDRA J. CHIVUKULA
COMMISSIONER

ROBERT M. GORDON
COMMISSIONER

ATTEST:

AIDA CAMACHO-WELCH
SECRETARY

In the Matter of the Verified Petition of Jersey Central Power & Light Company for the Review and Approval of Costs Incurred for Environmental Remediation of Manufactured Gas Plant Sites Pursuant to the Remediation Adjustment Clause of Its Filed Tariff ("2019 RAC Filing")

DOCKET NO. ER20100628

SERVICE LIST

New Jersey Division of Rate Counsel
140 East Front Street, 4th Floor
Post Office Box 003
Trenton, NJ 08625-0003

Stefanie A. Brand, Esq., Director
sbrand@rpa.nj.gov

Brian Lipman, Esq., Litigation Manager
blipman@rpa.nj.gov

Felicia Thomas-Friel, Esq.
fthomas@rpa.nj.gov

Henry Ogden, Esq.
hogden@rpa.state.nj.gov

Maura Caroselli, Esq.
mcaroselli@rpa.nj.nj.gov

Henry Ogden, Esq.
hogden@rpa.nj.gov

Debora Layugan
dlayuga@rpa.nj.gov

Division of Law
25 Market Street
P.O. Box 112
Trenton, NJ 08625-112

Matko Ilic, DAG
matko.ilic@law.njoag.gov

Pamela Owen, DAG
pamela.owen@law.njoag.gov

Daren Eppley, DAG
daren.epply@law.njoag.gov

Michael Beck, Advising DAG
michael.beck@law.njoag.gov

Board of Public Utilities
44 South Clinton Avenue 9th Floor
Post Office Box 350
Trenton, NJ 08625-0350

Aida Camacho-Welch, Board Secretary
Board.secretary@bpu.nj.gov

Stacy Peterson, Director
stacy.peterson@bpu.nj.gov

Oneil Hamilton
Oneil.hamilton@bpu.nj.gov

Heather Weisband. Esq.
heather.weisband@bpu.nj.gov

Jersey Central Power & Light Company
300 Madison Ave
PO Box 1911
Morristown, NJ 07962-1911

Mark A. Mader
mamader@firstenergycorp.com

Jennifer Spricigo
jspricigo@firstenergycorp.com

Frank Lawson
flawson@firstenergycorp.com

James E. O'Toole
jotoole@firstenergycorp.com

Yongmei Peng
ypeng@firstenergycomp.com

Carol Pittavino
cpittavino@firstenergycorp.com

Lauren M Lepkoski, Esq.
FirstEnergy Corp.
2800 Pottsville Pike Reading, Pa 19612
llepkoski@firstenergycorp.com

Lauren M. Lepkoski, Esq.
(610) 921-6203
(330) 315-9263 (Fax)

January 29, 2021

VIA ELECTRONIC MAIL

Aida Camacho-Welch, Secretary
New Jersey Board of Public Utilities
44 South Clinton Street
3rd Floor Suite 314
Trenton, New Jersey 08625

Re: In the Matter of the Verified Petition of Jersey Central Power & Light Company for the Review and Approval of Costs Incurred for Environmental Remediation of Manufactured Gas Plant Sites Pursuant to the Remediation Adjustment Clause of Its Filed Tariff ("2019 RAC Filing")
BPU Docket No. ER20100628

Dear Secretary Camacho-Welch:

Enclosed for filing is a fully-executed Stipulation for Settlement in the above-referenced matter. Copies of the Stipulation are being provided to all parties on the service list via electronic mail.

Very truly yours,

Lauren M. Lepkoski

kbw
Enclosures
cc: Service list

STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES

In the Matter of the Verified Petition of **Jersey Central Power & Light Company** for the Review and Approval of Costs Incurred for Environmental Remediation of Manufactured Gas Plant Sites Pursuant to the Remediation Adjustment Clause of Its Filed Tariff ("**2019 RAC Filing**")	:	**STIPULATION OF SETTLEMENT** BPU Docket No. ER20100628

TO THE HONORABLE BOARD OF PUBLIC UTILITIES:

APPEARANCES:

Lauren M. Lepkoski, Esq., FirstEnergy Service Company, Petitioner, Jersey Central Power & Light Company

Felicia Thomas-Friel, Esq., Deputy Rate Counsel, Division of Rate Counsel, **Maura Caroselli, Esq.** and **Henry M. Ogden, Esq.**, Assistant Deputy Rate Counsel (**Stefanie A. Brand, Esq.**, Director)

Matko Ilic, Deputy Attorney General, for the Staff of the New Jersey Board of Public Utilities (**Gurbir S. Grewal,** Attorney General of New Jersey)

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

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

Background

On October 1, 2020, JCP&L filed a Verified Petition with the Board, including supporting schedules, seeking review and approval of costs incurred for environmental remediation of manufactured gas plant sites pursuant to the Remediation Adjustment Clause ("RAC") of its filed Tariff ("2019 RAC Filing"). The RAC is a component of the Company's Societal Benefits Charge ("SBC"). The 2019 RAC Filing proposed a decrease be made to the Rider RAC Tariff Rate to reduce recovery by $2.1 million annually.

The 2019 RAC Filing provided an opportunity for the parties to conduct a review of all actual costs and expenditures incurred by JCP&L relating to environmental remediation of its former manufactured gas plant ("MGP") sites for the period of January 1, 2019 through December 31, 2019 ("2019 RAC Period"). As indicated in Appendix A, which is Attachment A-1 to the Company's 2019 RAC Filing, JCP&L's incremental expenses incurred in connection with its MGP remediation program during calendar year 2019 equal $11.215 million. The Company's carrying costs for calendar year 2019 are $1.716 million, leaving a net balance of unrecovered MGP costs at December 31, 2019 of $12.931 million (before application of over-recoveries from other components of Rider SBC). After the application of over-recoveries of $8.578 million (*see* Appendix A, Attachment A-1, lines 47 and 48) from other components of Rider SBC, the resulting net incremental MGP costs incurred during calendar year 2019 are $4.353 million. *See* Appendix A, Attachment A-1, line 49. The above-identified incremental expense amounts for 2019 do not include any costs related to Natural Resource Damages ("NRD") issues, but do include charges of $14,062 related to incentive compensation. *See* Attachment A-1, lines 50 and 51, respectively.

JCP&L proposed to continue to defer NRD-related and incentive compensation costs, but not to recover such NRD-related and incentive compensation costs, including interest, until there is a final resolution of the issue concerning the appropriateness of recovery of these costs within the scope of the Board's RAC recovery mechanism.

After subtracting the deferred NRD-related and incentive compensation costs, the total recoverable MGP remediation expense for 2019 was $4.339 million. *See* Appendix A, Attachment A-1, Line 52. When combined with the 2019 over-recovered deferred RAC balance of $2.231 million (Appendix A, Attachment A-1, line 56) and the remaining amortization of prior RAC expenditures previously approved for recovery, the result is a *decrease* of $0.000107 kWh (before SUT) in JCP&L's Rider RAC charge to a proposed rate of $0.000704 kWh (before SUT) from the current rate of $0.000811 kWh (before SUT) that would reduce revenues by $2.1 million annually. *See* Appendix A, Attachment A-1, Lines 61 through 64.

Following the filing of the 2019 RAC Filing, the Parties engaged in discovery. Based thereon, the Parties have agreed to resolve the 2019 RAC Filing in accordance with the terms set forth below.

Stipulation

1. The resulting net deferred RAC account balance at December 31, 2019, after deduction of such NRD-related and incentive compensation costs, was $98,108,720, as shown in the following chart:

Jersey Central Power & Light Company
Manufactured Gas Plant Remediation Adjustment Clause (RAC)

	YEAR 2011	YEARS 2012-2014	YEAR 2015	YEAR 2016	YEAR 2017	YEAR 2018	YEAR 2019	Balances through YEAR 2019
Actual Expenditures [1]	7,700,028	34,539,907	7,883,897	13,621,248	26,063,647	16,629,985	11,214,216	117,652,928
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Net Recoverable Costs	7,655,750	34,328,862	7,772,033	13,555,750	26,047,708	16,621,259	11,200,154	117,181,516
Carrying Charges	474,978	1,589,722	851,961	1,016,079	1,367,586	1,975,403	1,716,401	8,992,130
Total Including Carrying Cost	8,130,728	35,918,584	8,623,994	14,571,829	27,415,294	18,596,662	12,916,555	126,173,646
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SRC Over-Recovery Application [4]							(3,947,992)	(3,947,992)
Subtotal								100,339,462
End'g Under-recovered Dfd RAC Bal.							(2,230,742)	(2,230,742)
Recoverable Bal. at Dec. 31, 2019								98,108,720

Notes:
[1] Net of insurance proceeds, revenue previously collected through base rates and write-off in accordance with BPU Order, Docket No.ER03121020.
[2] The Company maintains that it is entitled to retain NRD-related costs totaling approximately $76,000 from 2003-2004.
[3] The application of other over-recovered SBC components, in accordance with JCP&L Tariff Rider SBC, is first applied to the deferred carrying cost and next applied to deferred cost.
[4] In accordance with the BPU's Order adopting the Stipulation of Settlement in the 2018-2019 SRC Filing in Docket No. ER19010661, dated July 10, 2019, requiring JCP&L apply any net ending over/under-recovered balance in the Rider SRC deferred balance to the largest under-recovered component of the Rider SBC deferred balance, which was the Rider RAC component.

2. The Company represents that no remediation properties were sold during the RAC remediation period for which the current RAC rate is being established. The Company also represents that any revenues it received from the lease of any remediation properties during the 2019 RAC Period were credited to the deferred RAC balance.

3. The Parties agree that the Company's ending deferred recoverable RAC balance at December 31, 2019 was an under-recovered balance of $98,108,720. In addition to the deferred RAC net balance at December 31, 2019 of $98,108,720 referred to above, JCP&L deferred (i)

$803,654 of costs related to NRD issues from 2005 through 2019, and (ii) $206,582 of incentive compensation paid to personnel who worked on RAC matters from 2006 through 2019. The Parties agree that it is appropriate for such NRD-related and incentive compensation costs to be deferred. The Company represents that this Stipulation does not include the recovery of any administrative, legal, consulting or other costs associated with NRD claims currently being investigated by the New Jersey Department of Environmental Protection, or any costs associated with the incentive compensation referenced above. The Parties accordingly stipulate and agree that the Board should make no determination in this proceeding as to the reasonableness, or the recoverability under the Company's RAC filings, of NRD damages or related costs or of incentive compensation amounts, if any.

4. The Parties agree that no NRD-related MGP expenditures were incurred during the 2019 RAC period and, therefore, none are included in the $98,108,720 recoverable deferred RAC balance as of December 31, 2019. The Parties also agree that the incentive compensation of $14,062 incurred during the 2019 RAC period is not included in the $98,108,720 recoverable deferred RAC balance as of December 31, 2019. Further, the parties agree that the deferred NRD and incentive compensation amounts have been excluded from the RAC factors set forth herein above. The Parties expressly reserve their rights to argue their respective positions on these issues in future proceedings, as appropriate.

5. The Company claims that it is entitled to retain NRD-related costs totaling approximately $76,000 from two (2) previous RAC years, 2003 and 2004. It is Rate Counsel's and Staff's position that NRD-related costs are not included within the scope of the Board's RAC recovery authorization, and therefore, are not eligible for recovery through utility RAC clauses. JCP&L does not agree with Rate Counsel's and Staff's position concerning NRD-related cost recovery, but nonetheless agrees that nothing shall affect or limit the Parties' rights to challenge

such NRD-related cost recovery in connection with the Company's previous RAC Filings. JCP&L also reserves its right to contest any such challenge by the Parties. JCP&L further agrees that it will continue to defer NRD-related MGP costs in future RAC filings pending the final Board resolution of the issue concerning the inclusion of NRD-related costs within the scope of the Board's RAC recovery authorization.[1] The Parties hereby agree that JCP&L shall be authorized to continue to defer all additional reasonable and prudent MGP remediation costs and expenses incurred and deferred subsequent to December 31, 2019, including NRD-related and incentive compensation costs, together with accrued interest thereon, for review and inclusion in future annual RAC filings and related adjustments to the Company's Rider RAC, subject to the Board's review and approval. In accordance with Generally Accepted Accounting Principles ("GAAP") as applied by JCP&L's independent auditors, the deferred RAC balance at December 31, 2019 included certain RAC expense accruals. Although the Parties will continue to review the levels of such accruals in the Company's deferred RAC accounts in future proceedings, the Parties do not object to the use of such GAAP accrual accounting procedures as required by the Company's auditors.

6. The Parties agree that while the total recoverable MGP remediation expense for 2019 is $4.339 million (Appendix A, Attachment A-1, Line 54), and when combined with the 2019 over-recovered deferred RAC balance of $2.231 million (Appendix A, Attachment A-1, line 56), and the remaining amortization of prior RAC expenditures previously approved for recovery, the result is

[1] The NRD-related MGP expenditures for the years 2005 through 2019 are as follows ($):

Year	$	Year	$	Year	$
2005	62,856	**2010**	53,563	**2015**	98,616
2006	157,594	**2011**	33,404	**2016**	51,947
2007	53,434	**2012**	83,412	**2017**	3,217
2008	18,046	**2013**	5,116	**2018**	(1,196)
2009	89,580	**2014**	94,065	**2019**	0

a *decrease* of $0.000107 kWh (before SUT) in JCP&L's Rider RAC charge to a proposed rate of $0.000704 kWh (before SUT) from the current rate of $0.000811 kWh (before SUT) that would reduce revenues by $2.130 million annually. *See* Attachment A-1, lines 61 through 64. Typical residential customer using 768 kWh per month on RS rate will see average monthly decrease of $0.09 or 0.1% from $105.74 to $105.65.

7. Consistent with its agreement in the 2005 RAC Filing Stipulation settling the 2005 Annual RAC Filing, which was approved by the Board by Decision and Order dated April 27, 2009 (Docket No. ER06030258), the Company performs outside legal and community relations activities for the purposes of supporting its remediation program and mitigating potential liabilities related to its remediation program. The Company agrees to continue to provide a description and explanation of the expenses incurred for these services in subsequent RAC filings, with claimed confidential information provided pursuant to a confidentiality agreement.

8. Also, consistent with the 2005 RAC Filing Stipulation, the Company agrees to continue to maintain a complaint log for each MGP site that will provide details about complaints (exclusive of formal legal claims or lawsuits) received from property owners, neighboring residents and municipal officials, and a description of the Company's actions responding to the complaints.

9. The Company agrees that it will continue to include with its RAC filings responses to the minimum filing requirements ("MFRs") as set forth in Exhibit A to the 2006-2008 RAC Filing Stipulation settling the 2006-2008 RAC Filing, approved by Board Decision and Order dated March 9, 2011 (Docket No. ER09030194). A list of these MFRs is attached hereto as Appendix B.

10. Consistent with the 2006-2008 RAC Filing Stipulation, the Company will competitively bid remediation projects expecting to cost in excess of $250,000 with respect to

work at existing sites or work at any new sites identified in the future. If competitive bidding is not utilized as provided in this Paragraph 10 the Company will be required to show that competitive bidding was not practical or advantageous under the circumstances.

11. Also, consistent with the 2006-2008 RAC Filing Stipulation, the Company will make annual RAC filings, which will not be combined with any SBC filings, regardless of whether it is seeking any change in its RAC recovery rate.

12. Also, consistent with the 2006-2008 RAC Filing Stipulation, the Company agrees to provide a final reconciliation of its annual RAC factor recovery within 90 days of the completion of each RAC recovery year, which reconciliation will include the calculation of actual sales volumes that recovered the RAC factor and the resultant net expense or credit amount which is to be carried over to the next recovery year. Implementation and/or adjustment of the RAC factor is subject to the Parties' review of JCP&L's RAC expenditures and reconciliation thereof in JCP&L's future RAC and/or SBC proceedings.

13. The Parties agree that the terms of this Stipulation shall be deemed to resolve all factual and legal issues relating to the determination of all amounts that were or could have been included in the calculation of JCP&L's deferred RAC balance through and at December 31, 2019 except as described in paragraphs 3, 4, and 5 above with respect to NRD-related costs and incentive compensation costs.

14. JCP&L agrees to file its next annual RAC Filing for the period January 1, 2020 through December 31, 2020 no later than October 1, 2021.

Conclusion

15. 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 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.

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

17. It is specifically understood and agreed that this Stipulation represents a negotiated agreement and, except as otherwise expressly provided for herein:

a. By executing this Stipulation, no Party waives any rights it possesses under any prior stipulation, except where the terms of this Stipulation supersede such prior stipulation.

b. The contents of this Stipulation shall not in any way be considered, cited or used by any of the undersigned Parties as an indication of any Party's position on any related or other issue litigated in any other proceeding or forum, except to enforce the terms of this Stipulation.

18. 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. The Parties further acknowledge that a Board Order approving this Stipulation will become effective upon the service of said Board Order, or upon such date after the service thereof as the Board may specify, in accordance with N.J.S.A. 48:2-40.

Jersey Central Power & Light Company By: ______________________ Lauren M. Lepkoski Dated: January 29, 2020	Gurbir S. Grewal Attorney General of New Jersey Attorney for **Staff of the Board of Public Utilities** By: Matko Ilic Matko Ilic Deputy Attorney General Dated: January 29, 2021
Stefanie A. Brand, Esq. Director, **Division of Rate Counsel** ER20100628 By: Maura Caroselli Maura Caroselli, Esq. Assistant Deputy Rate Counsel Dated: January 29, 2021	

JERSEY CENTRAL POWER & LIGHT COMPANY
Derivation of Manufactured Gas Plant (MGP) Remediation Adjustment Charge (RAC)
For Tariff Rider Effective January 1, 2021

Line No.		Through 12/31/2018 (1)	Year 2019 (2)	Total as of 12/31/2019 (3)	Data Sources
	MGP Remediation Costs				
1	Total MGP remediation costs incurred (a)	$ 50,166,335			
2	Carrying cost on deferred MGP costs accrued	(150,892)			
3	Application of over-recovered SBC	(29,097,165)			Footnote (b)
4	Total net MGP costs at 12/31/10 after SBC applications	$ 20,918,278			Line Nos. 1 through 3
5	Less: Natural Resources Damages (NRD) expenses	435,073			Footnote (c)
6	Less: Incentive Compensation Program (ICP) Costs	103,751			Footnote (d)
7	Total MGP costs approved for recovery	$ 20,379,454			ER10020130 (6/15/11) & ER11030141 (3/12/12)
8	Total MGP remediation costs incurred	$ 7,700,028			ER12080751 (11/21/2014)
9	Carrying cost on deferred MGP costs accrued	474,978			ER12080751 (11/21/2014)
10	Total net MGP costs at 12/31/11	$ 8,175,006			Line Nos. 8 + 9
11	Less: Natural Resources Damages (NRD) expenses	33,404			Footnote (c)
12	Less: Incentive Compensation Program (ICP) Costs	10,874			Footnote (d)
13	Total MGP costs approved for recovery	$ 8,130,728			ER12080751 (11/21/2014)
14	Total MGP remediation costs incurred (Year 2012 through Year 2014)	$ 34,539,907			ER15040499
15	Carrying cost on deferred MGP costs accrued	1,589,722			ER15040499
16	Total unrecovered MGP costs at 12/31/14	36,129,629			Line Nos. 14 + 15
17	Less: Natural Resources Damages (NRD) expenses	182,593			Footnote (c)
18	Less: Incentive Compensation Program (ICP) Costs	28,452			Footnote (d)
19	Total MGP costs submitted for recovery	$ 35,918,584			ER15040499 (07/29/2016)
20	Total MGP remediation costs incurred	$ 7,883,897			ER16090922
21	Carrying cost on deferred MGP costs accrued	851,961			ER16090922
22	Total unrecovered MGP costs at 12/31/15	$ 8,735,858			Line Nos. 20 + 21
23	Less: Natural Resources Damages (NRD) expenses	98,616			Footnote (c)
24	Less: Incentive Compensation Program (ICP) Costs	13,248			Footnote (d)
25	Total MGP costs submitted for recovery	$ 8,623,994			ER16090922 (11/21/17)
26	Total MGP remediation costs incurred	$ 13,621,248			ER17111191
27	Carrying cost on deferred MGP costs accrued	1,016,079			ER17111191
28	Total unrecovered MGP costs at 12/31/16	$ 14,637,327			Line Nos. 26 + 27
29	Less: Natural Resources Damages (NRD) expenses	51,947			Footnote (c)
30	Less: Incentive Compensation Program (ICP) Costs	13,551			Footnote (d)
31	Total MGP costs submitted for recovery	$ 14,571,829			ER17111191 (06/22/18)
32	Total MGP remediation costs incurred	$ 26,063,647			ER18080965 (Attmt B Revised)
33	Carrying cost on deferred MGP costs accrued	1,367,586			ER18080965 (Attmt G Revised)
34	Total unrecovered MGP costs at 12/31/17	$ 27,431,233			Line Nos. 32 + 33
35	Less: Natural Resources Damages (NRD) expenses	3,217			Footnote (c)
36	Less: Incentive Compensation Program (ICP) Costs	12,722			Footnote (d)
37	Total MGP costs submitted for recovery	$ 27,415,294			ER18080965 (10/25/19)
38	Total MGP remediation costs incurred	$ 16,629,984			ER19101332
39	Carrying cost on deferred MGP costs accrued	1,975,403			ER19101332
40	Application of over-recovered SBC	(17,256,349)			Footnote (b)
41	Total unrecovered MGP costs at 12/31/18	$ 1,349,038			Line Nos. 38 + 39 + 40
42	Less: Natural Resources Damages (NRD) expenses	(1,196)			Footnote (c)
43	Less: Incentive Compensation Program (ICP) Costs	9,922			Footnote (d)
44	Total MGP costs submitted for recovery	$ 1,340,313			ER19101332 (05/15/20)
45	Total MGP remediation costs incurred		$ 11,214,216		Attachment B
46	Carrying cost on deferred MGP costs accrued		1,716,401		Attachment G
47	Application of over-recovered SRC		(3,947,992)		Footnote (e)
48	Application of over-recovered SBC		(4,629,843)		Footnote (b)
49	Total unrecovered MGP costs at 12/31/19		$ 4,352,782		Line Nos. 45 + 46 + 47
50	Less: Natural Resources Damages (NRD) expenses		-		Footnote (c)
51	Less: Incentive Compensation Program (ICP) Costs		14,062		Footnote (d)
52	Total MGP costs submitted for recovery		$ 4,338,720		Line Nos. 49 less 50 & 51
53	Total recoverable MGP remediation expenses	$ 116,380,196	$ 4,338,720	$ 120,718,916	Columns (1) through (3)

JERSEY CENTRAL POWER & LIGHT COMPANY
Derivation of Manufactured Gas Plant (MGP) Remediation Adjustment Charge (RAC)
For Tariff Rider Effective January 1, 2021

	Derivation of Tariff Rider RAC:							
54	Total recoverable MGP remediation expenses	$	116,380,196	$	4,338,720	$	120,718,916	Line 53
55	Less: Fully Amortized Layer (Line 7) at 12/31/2019	$	(20,379,454)			$	(20,379,454)	
56	Ending under-recovered deferred RAC balances				(2,230,742)		(2,230,742)	Attachment A-2 p.2 (22)
57	Total recoverable MGP remediation costs incl.under-recovery	$	96,000,742	$	2,107,978	$	98,108,720	Line Nos. 54 + 55 + 56
58	RAC recovery period (years)		7		7		7	ER91121820J 12/16/94 Order
59	Net annual recoverable MGP expenses	$	13,714,392	$	301,140	$	14,015,531	Line 57 divided by Line 58
60	Retail Sales forecasted (MWh)						19,906,396	12 mos. Ended 12/31/21
61	Calculated RAC factor ($ per kWh) before SUT					$	0.000704	Line 59 divided by Line 60
62	RAC factor currently in effect ($ per kWh)					$	0.000811	Rider RAC effective 11/1/19
63	Calculated increase/(decrease) in RAC Factor ($ per kWh) before SUT					$	(0.000107)	Line 61 - Line 62
64	Proposed Rider RAC revenue decrease effective 1/1/21					$	(2,129,984)	Line 60 x Line 63

Jersey Central Power & Light Company
RAC Minimum Filing Requirements

As part of the Company's annual RAC filing, the Company will provide responses to the following Minimum Filing Requirements ("MFRs"). The requests, unless noted otherwise, relate to the historical 12-month RAC period. The data shall be provided by February 15 of the calendar year following the historical 12-month RAC period.

1. The Company currently provides a vendor summary as Attachment D with its annual filing. This Attachment provides a summary of the expenditures incurred by vendor by site for the twelve-month RAC period. Hereafter, the Attachment will be supplemented with a general description of the services provided by each vendor. The data noting expenditures incurred through November are submitted to the Parties by December 31 of the filing period. The data are updated with the expenditures incurred through December and submitted to the Parties by January 31 of the year following the filing period.

2. Identify the three MGP sites with the highest level of expenditures during the prior RAC period. For each identified site, provide a copy of the latest work plan, remediation report, or major work product submitted to the NJDEP. The copies should include the narrative portion of the report or work plan but need not include the technical supporting workpapers, charts and tables.

3. For each of the same three MGP sites, provide all correspondence between the Company and the NJDEP concerning submissions for the site, reply comments, and other major items which have a material impact on remediation activities and associated costs incurred by the Company. The correspondence should span the twelve-months preceding December 31st of the most recent RAC period.

4. For each of the same three MGP sites, provide expense documentation for any contractor or supplier whose invoices for the RAC period exceed $250,000 in aggregate. The expense documentation should include descriptions of services rendered, applicable invoices, and any tracking of invoiced charges vs. budgets. The expense detail need not include expense reports or time sheets, but it should include supporting documentation for any subcontractor and third party expenses totaling $100,000 or more for the period.

5. For each of the same three MGP sites, provide a narrative description and organization chart for that site, showing the vendors and project control structure for the remediation effort. The response should show what entities supervise all significant contractors and subcontractors and which Company personnel are involved in site and remediation supervision and control.

6. Provide a detailed narrative describing Company activities and any reimbursements related to insurance claims or potentially responsible parties' liabilities for all of the Company's MGP sites. The narrative, with supporting documentation, should cover the prior RAC period. In addition, the Company will provide a listing of all insurance reimbursements received from each insurance company through the end of the year covered by the filing, but need not disclose any insurance company’s identity.

7. Provide copies of any RAC audit reports or related materials prepared by the Board's Audit Staff, FERC, or the Company's internal or external auditors during the previous twelve months. To the degree applicable, please also provide any materials prepared in response to the audits or in compliance with any audit findings.

8. Provide a narrative concerning all material events, whether related to NJDEP mandates or not, which could have an impact on the Company's ultimate MGP remediation liability, with claimed confidential information provided pursuant to a confidentiality agreement. The narrative should encompass all sites, whether or not active remediation efforts on the site are under way.

9. Provide schedules and supporting workpapers and documents, which show the reconciliation of the prior period RAC expenditures and recoveries as well as the derivation of the deferred tax credit and the interest accrual on any unamortized balances.

10. Provide the Company's bid evaluation studies, reports, workpapers or other material related to the two largest MGP remediation contracts awarded during the previous RAC period. The response should include the criteria utilized for bid evaluation and the comparisons between the terms and conditions offered by the competitive bidders.

11. Provide documentation relating to the two largest supplemental contract amendments authorized by the Company during the previous RAC period. The response should provide the contractor's request for supplemental funding, the reasons cited for the request, and the Company's evaluation and action taken concerning the request.

12. Provide documentation relating to any instances during the previous RAC period where the Company sought to modify, change, or eliminate the NJDEP site remediation requirements for any of its MGP sites. The response should provide copies of any such Company requests, the NJDEP responses, and the ultimate outcome concerning the requests.

13. Provide a calculation of the carrying costs that the Company seeks to recover in this filing, including workpapers and supporting documentation.

14. The Company currently provides a schedule that summarizes the expenditures incurred by major cost category by site on a quarterly basis. These data are, and will continue to be, reported as Attachment C with its annual filing.

15. For each of the Company's MGP sites, provide a schedule showing the status of the remediation effort and estimated dates for the completion of remaining milestones, along with a discussion of major remediation problems. The Parties understand that the timeframes to complete the remediation efforts are subject to a great deal of uncertainty due to factors beyond the Company's control.

16. Provide an update concerning the status of discussions with the NJDEP concerning its NRD initiative as well as any other NRD-related activities, with claimed confidential information provided pursuant to a confidentiality agreement. Such update will include information about NRD-related expenditures during the prior RAC period and related documentation, as well as total NRD-related expenses deferred to date.

17. Provide information about unreasonable delays in remediation efforts caused by the inability to obtain requisite approvals, clearances or other rights from the NJDEP, local authorities or property owners, or other circumstances that are unduly impeding remediation efforts. The Company will address issues that are outside of the ordinary experience for these matters.

In the Matter of the Verified Petition of Jersey Central Power & Light Company for the Review and Approval of Costs Incurred for Environmental Remediation of Manufactured Gas Plant Sites Pursuant to the Remediation Adjustment Clause of Its Filed Tariff ("2019 RAC Filing")

SERVICE LIST

BPU Docket No. ER20100628

BPU STAFF

Aida Camacho, Secretary
Board of Public Utilities
Aida.Camacho@bpu.nj.gov

Stacy Peterson
Director, Division of Energy
Stacy.Peterson@bpu.nj.gov

Kevin Moss
Board of Public Utilities
Kevin.Moss@bpu.nj.gov

Carole Artale
Board of Public Utilities
Carol.Aratale@bpu.nj.gov

Andrea Hart
Board of Public Utilities
Andrea.Hart@bpu.nj.gov

John Zarzycki
Board of Public Utilities
John.Zarzycki@bpu.nj.gov

Scott Sumliner
Board of Public Utilities
Scott.Sumliner@bpu.nj.gov

Beverly Tyndell-Broomfield
Board of Public Utilities
Beverly.Tyndell@bpu.nj.gov

Heather Weisband
Board of Public Utilities
Heather.weisband@bpu.nj.gov

DAG

Matko Ilic, DAG
Depute Attorney General
Dept. of Law & Public Safety
Matko.Llic@law.njoag.gov

Alex Moreau, DAG
Division of Law
Dept. of Law & Public Safety
Alex.Moreau@law.njoag.gov

Pamela Owen, DAG
Division of Law
Pamela.owen@law.njoag.gov

Michael Beck, DAG
Division of Law
Michael.beck@law.njoag.gov

RATE COUNSEL

Stefanie A. Brand, Esq., Director
Division of Rate Counsel
sbrand@rpa.state.nj.us

Felicia Thomas-Friel, Esq.
Division of Rate Counsel
fthomas@rpa.state.nj.us

Brian O. Lipman, Litigation Mgr.
Division of Rate Counsel
blipman@rpa.state.nj.us

Henry Ogden, Esq.
Division of Rate Counsel
hogden@rpa.state.nj.us

Maura Carselli
Division of Rate Counsel
mcaroselli@rpa.state.nj.us

Shelly Massey, Paralegal
Division of Rate Counsel
smassey@rpa.state.nj.us

JCP&L

Mark A. Mader
Rates & Regulatory Affairs - NJ
mamader@firstenergycorp.com

Yongmei Peng
Jersey Central Power & Light Co.
ypeng@firstenergycorp.com

Jennifer Spricigo
Jersey Central Power & Light Co.
jspricigo@firstenergycorp.com

Carol Pittavino
Jersey Central Power & Light Co.
cpittavino@firstenergycorp.com

Frank Lawson
Jersey Central Power & Light Co.
flawson@firstenergycorp.com

James E. O'Toole
Jersey Central Power & Light Co.
jotoole@firstenergycorp.com

Daniel W. Kerr
Jersey Central Power & Light Co.
dwkerr@firstenergycorp.com
