Agenda Date: 07/29/16
Agenda Item: 2A

STATE OF NEW JERSEY

Board of Public Utilities
44 South Clinton Avenue, 3rd Floor, Suite 314
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 ("2012-2014 RAC FILING")	)))))))	ORDER ADOPTING INITIAL DECISION AND APPROVING STIPULATION DOCKET NO. ER15040499

Parties of Record:

Gregory Eisenstark, Esq., Windels Marx Lane & Mittendorf, LLP, on behalf of Jersey Central Power & Light Company
Stefanie A. Brand, Esq., Director, New Jersey Division of Rate Counsel

BY THE BOARD:

On April 30, 2015, Jersey Central Power and Light Company ("Company") filed a petition with the New Jersey Board of Public Utilities ("Board") for an Order finding that the Company's Manufactured Gas Plant ("MGP") remediation work performed during the MGP Remediation Adjustment Clause ("RAC") period January 1, 2012 through December 31, 2014 ("2012-2014 RAC Period") was prudent, and that the resulting RAC costs are reasonable and appropriate for rate recovery.

The RAC, a component of the Societal Benefits Charge ("SBC"), allows for the recovery of reasonably incurred MGP remediation program costs ("MGP Costs"), amortized over a seven-year rolling average period, and carrying charges tied to interest on seven-year treasuries plus sixty basis points.

The RAC Period filing provides the Board, Board Staff ("Staff") and the Division of Rate Counsel ("Rate Counsel"), with the opportunity to review the actual costs incurred by the Company relating to the environmental remediation of its twenty former MGP sites for the 2012-2014 RAC Period.

The Company is requesting that the Board find that) the following $35.919 million remediation expenditures and other net costs tied to the 2012-2014 RAC Period were reasonable and prudent:

$ = $000	2012	2013	2014	TOTAL
Remediation Costs	$7,840	$9,274	$16,775	$33,889
+ Accrued Interest	$359	$400	$831	$1,590
= Net MGP costs	$8,199	$9,674	$17,606	$35,479
- NRD expenses	($83)	($5)	($94)	($182)
- Incentive comp	($11)	($10)	($7)	($28)
= '12-'14 MGP expenses	$8,105	$9,659	$17,505	$35,269
+ Deferred RAC balances	$159	$181	$310	$650
= Total recoverable	$8,264	$9,840	$17,816	$35,919

The Company also requested that the Board approve an increase in the RAC charge from the current RAC rate of $0.000139 per kWh to $0.000467[1] (aimed at recovering $6.457 million on an annual basis). The monthly bill impact of the stipulated RAC rate on a residential customer using 1,000 kWh per month is an increase of $.0.33, from $144.00 to $144.33, or 0.23% ($3.96 annually).

On September 29, 2015, the petition was transmitted to the Office of Administrative Law and was subsequently assigned to Administrative Law Judge ("ALJ") Richard McGill.

STIPULATION:[2]

Having engaged in discovery and exchanged additional information during informal discussions and meetings, representatives of the Company, Staff, and Rate Counsel (collectively, "the Parties") entered into a Stipulation of Settlement dated June 8, 2016, that provided for the following:

> The Company's Rider RAC rate will be set at $0.000467 per kWh (including SUT).
>
> 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 2012-2014 RAC Period were credited to the deferred RAC balance.

[1] All rates quoted herein include sales and use tax ("SUT").
[2] Although described at some length in this Order, should there be any conflict between this summary and the Stipulation, the terms of the Stipulation control, subject to the findings and conclusions of this Order.

The Parties agree that the Company's ending recoverable deferred RAC balance at December 31, 2014 was an under-recovered balance of $64,428,766, subject to the Parties' reservation of their rights to challenge the recovery of expenditures that might be found to have been recorded in error or improperly accounted for in the pending Board Staff audit of RAC expenditures for 2005. In addition to the under-recovered December 31, 2014 balance of $64,428,766, the Company has deferred: i.) $651,070 of costs related to NRD issues from 2005 through 2014, and ii.) $143,077 of incentive compensation paid to personnel who worked on RAC matters from 2006 through 2014.

The Company represents that the Stipulation does not include the recovery of any administrative, legal, consulting or other costs associated with natural resources damage ("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 agree that it is appropriate for NRD-related and incentive compensation costs be deferred. The Parties 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.

The Parties agree that NRD-related MGP expenditures of $182,593 incurred during the 2012-2014 RAC Period are not included in the $64,428,766 recoverable RAC balance as of December 31, 2014.

The Parties agree that incentive compensation of $28,452 incurred during the 2012-2014 RAC period is not included in the $64,428,766 recoverable RAC balance as of December 31, 2014.

The deferred NRD and incentive compensation amounts have been excluded from the RAC rates set forth herein above. The Parties expressly reserve their rights to argue their respective positions on these issues in future proceedings, as appropriate.

The Company claims that it is entitled to retain NRD-related costs totaling approximately $76,000 from two 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 is not eligible for recovery through utility RAC clauses.

The Company 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. The Company also reserves all of its rights to contest any such challenge by the Parties.

The Company 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.

The Parties agree that the Company shall be authorized to continue to defer all additional reasonable and prudent MGP remediation costs and expenses incurred and deferred subsequent to December 31, 2014, 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 the Company's independent auditors, the deferred RAC balance at December 31, 2014 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.

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.

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 that complaint.

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 which was approved by Board Decision and Order dated March 9, 2011 (Docket No. ER09030194).

In addition, consistent with the 2006-2008 RAC Filing Stipulation it is agreed as follows:

i.) 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, the Company will be required to show that competitive bidding was not practical or advantageous under the circumstances.

ii.) the Company will make annual RAC filings, which will not be combined with SBC or System Control Charge filings, regardless of whether it is seeking any change in its RAC recovery rate.

iii.) the Company agrees to provide a final reconciliation of its annual RAC factor recovery within ninety (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 with 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 RAC expenditures and reconciliation thereof in the Company's future RAC and/or SBC proceedings.

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 of could have been included in the calculation of the Company's deferred RAC balance through and at December 31, 2014, except as described above with respect to NRD-related costs and incentive compensation costs.

ALJ McGill issued an Initial Decision on June 28, 2016, adopting the Stipulation, finding that the Parties have voluntarily agreed to the settlement and that the settlement fully disposes of all issues in controversy and is consistent with the law.

DISCUSSION AND FINDINGS:

Having reviewed the Stipulation and the Initial Decision, and being persuaded that the Parties have thoroughly reviewed the costs for the period at issue, the Board **FINDS** that, subject to the terms and conditions set forth below, the attached Initial Decision and Stipulation are reasonable, in the public interest and consistent with the law.

The Board **HEREBY FINDS** that the Company's MGP-related net recovery of $35,267,677 pertaining to calendar years 2012, 2013 and 2014, and the recovery of previous years' under-recoveries totaling $650,917 are prudent, reasonable and appropriate for recovery.

Accordingly, the Board **HEREBY ADOPTS** the Initial Decision and the Stipulation in their entirety and **HEREBY INCORPORATES** their terms and conditions as if fully set forth herein.
The Board **HEREBY ORDERS** that the Company's RAC rate be set at $0.000467 per kWh, including SUT for service rendered on or after August 8, 2016, and shall remain in effect until further order of the Board.

The Board **FURTHER ORDERS** that the NRD related costs of $651,070 covering the period 2005 through 2014, and $143,077 for incentive compensation related to the period 2006 through 2014 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, 2014, 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 RAC rate.

The Board **HEREBY DIRECTS** the Company to file revised tariff sheets that conform to the terms and conditions of this Order within five (5) days of service of this Order.

The Company's RAC costs 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.

This Order shall be effective on August 8, 2016.

DATED: 7\29\16

BOARD OF PUBLIC UTILITIES
BY:

RICHARD S. MROZ
PRESIDENT

JOSEPH L. FIORDALISO
COMMISSIONER

MARY-ANNA HOLDEN
COMMISSIONER

DIANNE SOLOMON
COMMISSIONER

UPENDRA J. CHIVUKULA
COMMISSIONER

ATTEST:

IRENE KIM ASBURY
SECRETARY

I HEREBY CERTIFY that the within document is a true copy of the original in the files of the 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 ("2012-2014 RAC FILING") - DOCKET NO. ER15040499

SERVICE LIST

Division of Rate Counsel
140 East Front Street, 4th Fl.
Post Office Box 003
Trenton, NJ 08625-003

Stefanie A. Brand, Esq., Director
sbrand@rpa.state.nj.us

Felicia Thomas-Friel, Esq.
fthomas@rpa.state.nj.us

Henry Ogden, Esq.
Hogden@rpa.state.nj.su

Maura Caroselli, Esq.
mcaroselli@rpa.state.nj.us

Department of Law & Public Safety
Division of Law
124 Halsey Street
Post Office Box 45029
Newark, NJ 07101-45029

Geoffrey Gersten, DAG
Geoffrey.gersten@dol.lps.state.nj.us

Alex Moreau, DAG
Alex.moreau@dol.lps.state.nj.us

Carolyn McIntosh, DAG
Carolyn.mcintosh@dol.lps.state.nj.us

Gregory Eisenstark, Esq.,
Windels Marx Lane & Mittendorf, LLP
120 Albany Street Plaza
New Brunswick, NJ 08901
geisenstark@windelsmarx.com

Carol Pittavino
Rates & Regulatory Affairs-NJ
First Energy Service Company
Greensburg Corporate Center
800 Cabin Hill Drive
Greensburg, PA 15601

Board of Public Utilities
44 South Clinton Avenue, 3rd Floor, Suite 314
Post Office Box 350
Trenton, NJ 08625-0350

Irene Kim Asbury, Esq.
Secretary of the Board
Irene.asbury@bpu.nj.gov

Jerome May, Director
Division of Energy
Jerome.may@bpu.nj.gov

Robert Schultheis, Chief
Division of Energy
Robert.schultheis@bpu.nj.gov

Beverly Tyndell
Division of Energy
Beverly.tyndell@bpu.nj.gov

Bethany Rocque-Romaine, Esq.
Counsel's Office
Bethany.romaine@bpu.nj.gov

Megan Lupo, Esq.
Counsel's Office
Megan.lupo@bpu.nj.gov

WINDELS MARX | Windels Marx Lane & Mittendorf, LLP

windelsmarx.com

Gregory Eisenstark
732.448.2537
geisenstark@windelsmarx.com

120 Albany Street Plaza, | New Brunswick, NJ 08901
T. 732.846.7600 | F. 732.846.8877

June 14, 2016

VIA OVERNIGHT DELIVERY

Hon. Richard McGill
Administrative Law Judge
Office of Administrative Law
33 Washington Street
Newark, NJ 07102

Re: In the Matter of the Verified Petition of JCP&L
(2012-2014 RAC Filing)
OAL Dkt. No. PUC 15672-2015N
BPU Dkt. No. ER15040499

Dear Judge McGill:

Enclosed for filing please find a fully-executed Stipulation of Settlement in the above-referenced matter. The Stipulation fully resolves this matter and JCP&L therefore requests that Your Honor issue an Initial Decision adopting the Stipulation at your earliest convenience.

Respectfully submitted,

Gregory Eisenstark
Attorney for
Jersey Central Power & Light Company

Enclosures
GE:sev
cc: Service list (via email only)

SERVICE LIST
JERSEY CENTRAL POWER & LIGHT COMPANY
2012-2014 RAC Filing
OAL Docket No. PUC 15672-2015N
BPU Docket No. ER15040499

BPU STAFF

Irene Kim Asbury, Secretary
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
PO Box 350
Trenton, NJ 08625-0350
Irene.asbury@bpu.state.nj.us

Jerome May
Director, Division of Energy
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
PO Box 350
Trenton, NJ 08625-0350
jerome.May@bpu.state.nj.us

Cynthia Covey, Esq.
Chief Counsel
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
PO Box 350
Trenton, NJ 08625-0350
Cynthia.Covey@bpu.state.nj.us

Henry Rich
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
PO Box 350
Trenton, NJ 08625-0350
henry.Rich@bpu.state.nj.us

Scott Sumliner
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
PO Box 350
Trenton, NJ 08625-0350
scott.Sumliner@bpu.state.nj.us

Bethany Rocque-Romaine
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
PO Box 350
Trenton, NJ 08625-0350
bethany.rocque-romaine@bpu.state.nj.us

Megan Lupo
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
PO Box 350
Trenton, NJ 08625-0350
megan.lupo@bpu.state.nj.us

BPU STAFF (continued)

Beverly Tyndell-Broomfield
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
PO Box 350
Trenton, NJ 08625-0350
Beverly.Tyndell@bpu.state.nj.us

Robert Schultheis
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
PO Box 350
Trenton, NJ 08625-0350
Robert.Schultheis@bpu.state.nj.us

DAG

Caroline Vachier, Chief, DAG
Division of Law
124 Halsey Street
P.O. Box 45029
Newark, NJ 07101
caroline.Vachier@dol.lps.state.nj.us

Carolyn McIntosh, DAG
Division of Law
Dept. of Law & Public Safety
124 Halsey Street, 5th Floor
PO Box 45029
Newark, New Jersey 07101
carolyn.McIntosh@dol.lps.state.nj.us

Alex Moreau, DAG
Division of Law
Dept. of Law & Public Safety
124 Halsey Street, 5th Floor
PO Box 45029
Newark, New Jersey 07101
alex.Moreau@dol.lps.state.nj.us

RATE COUNSEL

Stefanie A. Brand, Esq., Director
Division of Rate Counsel
140 East Front Street, 4th Floor
Trenton, N.J. 08625
sbrand@rpa.state.nj.us

RATE COUNSEL (continued)

Henry Ogden, Esq.
Division of Rate Counsel
140 East Front Street, 4th Floor
Trenton, N.J. 08625
hogden@rpa.state.nj.us

Felicia Thomas-Friel, Esq.
Managing Attorney – Gas
Division of Rate Counsel
140 East Front Street, 4th Floor
Trenton, N.J. 08625
fthomas@rpa.state.nj.us

Shelly Massey
Division of Rate Counsel
140 East Front Street, 4th Floor
Trenton, N.J. 08625
smassey@rpa.state.nj.us

Lisa Gurkas
Division of Rate Counsel
140 East Front Street, 4th Floor
Trenton, N.J. 08625
lgurkas@rpa.state.nj.us

Maura Caroselli, Esq.
Division of Rate Counsel
140 East Front Street, 4th Floor
Trenton, N.J. 08625
mcaroselli@rpa.state.nj.us

Brian O. Lipman, Litigation Mgr.
Division of Rate Counsel
140 East Front Street, 4th Floor
Trenton, N.J. 08625
blipman@rpa.state.nj.us

RATE COUNSEL - Consultant

Robert Henkes
Henkes Consulting
7 Sunset Road
Old Greenwich, CT 06870
rhenkes@optonline.net

SERVICE LIST
JERSEY CENTRAL POWER & LIGHT COMPANY
2012-2014 RAC Filing
OAL Docket No. PUC 15672-2015N
BPU Docket No. ER15040499

JCP&L

Mark A. Mader
Rates & Regulatory Affairs - NJ
Jersey Central Power & Light Co.
300 Madison Ave, PO Box 1911
Morristown, NJ 07962-1911
mamader@alleghenypower.com

Carol Pittavino
Jersey Central Power & Light Company
800 Cabin Hill Drive,
Greensburg PA 15601
cpittavino@firstenergycorp.com

Sally J. Cheong
Jersey Central Power & Light Company
300 Madison Avenue, PO Box 1911
Morristown, NJ 07962-1911
scheong@firstenergycorp.com

Frank Lawson
Jersey Central Power & Light Company
300 Madison Ave, PO Box 1911
Morristown, NJ 07962-1911
flawson@firstenergycorp.com

Anthony Skicki
FirstEnergy Corp.
2800 Pottsville Pike
Reading, PA 19612
askicki@firstenergycorp.com

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

James E. O'Toole
Jersey Central Power & Light Company
300 Madison Ave, PO Box 1911
Morristown, NJ 07962-1911
jotoole@firstenergycorp.com

Michael J. Connolly, Esq.
Windels Marx Lane & Mittendorf, LLP
One Giralda Farms
Madison, NJ 07940
mconnolly@windelsmarx.com

Gregory Eisenstark
Windels Marx Lane & Mittendorf, LLP
120 Albany Street Plaza
New Brunswick, NJ 08901
geisenstark@windelsmarx.com

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 (**"2012-2014 RAC Filing"**)	:	**STIPULATION OF SETTLEMENT** BPU Docket No. ER15040499 OAL Docket No. PUC 15672-15N

TO THE HONORABLE BOARD OF PUBLIC UTILITIES:

APPEARANCES:

Gregory Eisenstark, Esq. (Windels Marx Lane & Mittendorf, LLP, attorneys) for the Petitioner, Jersey Central Power & Light Company

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

Carolyn McIntosh and Alex Moreau, Deputy Attorneys General, for the Staff of the New Jersey Board of Public Utilities (**Robert Lougy,** Acting Attorney General of New Jersey)

This Stipulation of Settlement (the "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 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 the Stipulation, based upon the following stipulations:

Background

On April 30, 2015, JCP&L filed with the Board a Verified Petition, 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 ("2012-2014 RAC Filing"). The RAC is a component of the Company's Societal Benefits Charge ("SBC"). The Verified Petition requested a calculated increase to JCP&L's Rider RAC charge of $0.000306/kWh (not including SUT), which would recover an additional $6.457 million annually. The Company proposed that the new rate become effective on October 1, 2015.

The 2012-2014 RAC Filing provided an opportunity 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 from January 1, 2012 through December 31, 2014. As indicated in Attachment A-1 to the Company's Verified Petition (a copy of which is attached hereto as Appendix A), JCP&L sought to recover incremental expenses incurred in connection with its MGP remediation program during calendar years 2012, 2013, and 2014 in the respective amounts of $7,839,791, $9,274,442, and $16,774,757, resulting in total incremental expenses from January 1, 2012 through December 31, 2014 of $33,888,990. In addition, the Company requested recovery of under-recovered deferred RAC balances of $159,375, $181,021 and $310,521 during calendar years 2012, 2013 and 2014, respectively, resulting in a total of $650,917. The Company also requested recovery of carrying costs for calendar years 2012, 2013, and 2014 in the amounts of $358,615, $400,136, and $830,971, respectively, for a total of $1,589,722 on its unamortized remediation balance, leaving a net balance of unrecovered MGP costs at December 31, 2014 of $36,129,629 (net of insurance recovery). The foregoing incremental expense amounts for calendar years 2012, 2013, and 2014 included \$83,412, \$5,116, and \$94,065, respectively, or a total of \$182,593 in costs related to MGP Natural Resource Damage ("NRD") issues, and \$11,328, \$10,259, and \$6,865, for a total of \$28,452 of MGP-related incentive compensation for calendar years 2012-2014. The Company proposed to continue to defer NRD-related and incentive compensation costs for 2012-2014, but not to recover such NRD-related and incentive compensation costs, including interest, until there was a final resolution of the issue concerning the inclusion of these costs within the scope of the Board's RAC recovery mechanism. No such NRD-related or incentive compensation costs for 2012-2014 would be deemed to have been recovered by application of over-recoveries from other components of Rider SBC. The resulting net deferred RAC account balance at December 31, 2014, after deduction of such NRD-related and incentive compensation costs, was \$64,428,766, as shown in the following chart:

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

	Balance through YEAR 2005	YEAR 2006	YEAR 2007	YEAR 2008	YEAR 2009	YEAR 2010	YEAR 2011	YEAR 2012	YEAR 2013	YEAR 2014	Total
Actual Expenditures (a)	9,894,329	2,376,664	5,584,093	7,692,538	9,039,821	15,578,890	7,700,028	7,839,791	9,274,442	16,774,757	91,755,353
NRD Expenses Included above (b)	62,856	157,594	53,434	18,046	89,580	53,563	33,404	83,412	5,116	94,065	651,070
Incentive Compensation Included above		27,479	32,141	30,346	-	13,785	10,874	11,328	10,259	6,865	143,077
Net Recoverable Costs	9,831,473	2,191,591	5,498,518	7,644,146	8,950,241	15,511,542	7,655,750	7,745,051	9,259,067	16,673,827	90,961,206
Carrying Charges	(830,544)	24,913	37,079	45,846	194,024	377,790	474,978	358,615	400,136	830,971	1,913,808
Total Including Carrying Cost	9,000,929	2,216,504	5,535,597	7,689,992	9,144,265	15,889,332	8,130,728	8,103,666	9,659,203	17,504,798	92,875,014
SBC Over-Recovery Application (c)	(9,063,785)	(2,401,577)	(5,621,172)	(2,640,262)	(1,523,158)	(7,847,211)	-	-	-	-	(29,097,165)
Subtotal											63,777,849
Ending under-recovered def RAC balances								159,375	181,021	310,521	650,917
Recoverable Balance at December 31, 2014											64,428,766

(a) Net of insurance proceeds, revenue previously collected through base rates and write-off in accordance with BPU Order, Docket No. ER03121020.
(b) The Company maintains that it is entitled to retain NRD-related costs totaling approximately \$76,000 from 2003-2004.
(c) 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.

Each of the annual amounts (\$8,263,041 for 2012, \$9,840,224 for 2013, and \$17,815,319 for 2014) was proposed to be amortized over a period of seven years, in accordance with the

Board Order dated December 16, 1994 in Docket No. ER91121820J, resulting in an annual net recovery amount of $9,204,110, representing 1/7 of each of the RAC expenditures in the years for each applicable seven-year amortization period, plus the amortization of the deferred RAC expenditures at December 31, 2011. After applying the forecasted retail sales volume of 21,100,645 MWh for the twelve months ending September 30, 2016, the resulting calculated RAC factor is $0.000436 per kWh (not including SUT), which would be an increase of $0.000306 per kWh (not including SUT) to the current RAC factor of $000130 per kWh (not including SUT), and an increase in annual RAC revenue of approximately $6.457 million.

Public hearings on the 2012-2014 RAC Filing were duly noticed and thereafter held on March 22, 2016 in Morristown, New Jersey and in Freehold, New Jersey. No members of the public attended.

Following the filing of the 2012-2014 RAC Filing, the Parties engaged in discovery and exchanged additional information during informal discussions and meetings. Based thereon, the Parties have determined to resolve the 2012-2014 RAC Filing in accordance with the terms set forth below.

Stipulation

1. The Company's Rider RAC will be increased by $0.000306 per kWh (not including SUT) to $0.000436 per kWh (not including SUT).

2. The impact of this increase on a residential customer taking service under rate classification RS and having an average monthly usage of 1000 kWh would be a change in the monthly bill from $144.00 to $144.33, an increase of $0.33 per month.

3. 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 2012-2014 RAC period were credited to the deferred RAC balance.

4. The Parties agree that the Company's ending recoverable deferred RAC balance at December 31, 2014 was an under-recovered balance of $64,428,766, subject to the Parties' reservation of their rights to challenge the recovery of expenditures that might be found to have been recorded in error or improperly accounted for in the pending Board Staff audit of RAC expenditures for 2005. In addition to the deferred RAC net balance at December 31, 2014 of $64,428,766 referred to above, JCP&L has deferred (i) $651,070 of costs related to NRD issues from 2005 through 2014, and (ii) $143,077 of incentive compensation paid to personnel who worked on RAC matters from 2006 through 2014. 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.

5. The Parties agree that NRD-related MGP expenditures of $182,593 incurred during the 2012-2014 RAC period are not included in the $64,428,766 recoverable deferred RAC balance as of December 31, 2014. The Parties agree that the incentive compensation of $28,452 incurred during the 2012-2014 RAC period is not included in the $64,428,766 recoverable deferred RAC balance as of December 31, 2014. The deferred NRD and incentive compensation amounts have been excluded from the RAC factors set forth in herein above. The

Parties expressly reserve their rights to argue their respective positions on these issues in future proceedings, as appropriate.

6. The Company claims that it is entitled to retain NRD-related costs totaling approximately $76,000 from two 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 all of its rights 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, 2014, 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, 2014 included certain RAC expense accruals. Although the Parties will continue

[1] The NRD-related MGP expenditures for the years 2005 through 2011 are as follows ($):

2005	62,856				
2006	157,594	2009	89,580	2012	83,412
2007	53,434	2010	53,563	2013	5,116
2008	18,046	2011	33,404	2014	94,065

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.

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 that complaint.

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, which was 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 SBC or SCC 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 ninety (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, 2014, except as described in paragraphs 3, 4, and 5 above with respect to NRD-related costs and incentive compensation costs.

Conclusion

14. 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.

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

16. 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.

17. 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: ______________ Gregory Eisenstark, Esq. Windels Marx Lane & Mittendorf, LLP Dated: June 9, 2016	Robert Lougy Acting Attorney General of New Jersey Attorney for **Staff of the Board of Public Utilities** By: ______________ Alex Moreau Deputy Attorney General Dated: June 13, 2016
Stefanie A. Brand, Esq. Director, **Division of Rate Counsel** By: ______________ Henry M. Ogden, Esq. Assistant Deputy Rate Counsel Dated: June 14, 2016	

JERSEY CENTRAL POWER & LIGHT COMPANY
Derivation of Manufactured Gas Plant (MGP) Remediation Adjustment Charge (RAC)

Line No.		Through 12/31/2011 (1)	Year 2012 (2)	Year 2013 (3)	Year 2014 (4)	Total as of 12/31/2014 (5)	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		$ 7,839,791				Attachment B-1
15	Carrying cost on deferred MGP costs accrued		358,615				Attachment G-1
16	Total unrecovered MGP costs at 12/31/12		$ 8,198,406				Line Nos. 14 + 15
17	Less: Natural Resources Damages (NRD) expenses		83,412				Footnote (c)
18	Less: Incentive Compensation Program (ICP) Costs		11,328				Footnote (d)
19	Total MGP costs submitted for recovery		$ 8,103,666				Line Nos. 16 less 17 & 18
20	Total MGP remediation costs incurred			$ 9,274,442			Attachment B-2
21	Carrying cost on deferred MGP costs accrued			400,136			Attachment G-2
22	Total unrecovered MGP costs at 12/31/13			$ 9,674,578			Line Nos. 20 + 21
23	Less: Natural Resources Damages (NRD) expenses			5,116			Footnote (c)
24	Less: Incentive Compensation Program (ICP) Costs			10,259			Footnote (d)
25	Total MGP costs submitted for recovery			$ 9,659,203			Line Nos. 22 less 23 & 24
26	Total MGP remediation costs incurred				$ 16,774,757		Attachment B-3
27	Carrying cost on deferred MGP costs accrued				830,971		Attachment G-3
28	Total unrecovered MGP costs at 12/31/2014				$ 17,605,728		Line Nos. 26 + 27
29	Less: Natural Resources Damages (NRD) expenses				94,065		Footnote (c)
30	Less: Incentive Compensation Program (ICP) Costs				6,865		Footnote (d)
31	Total MGP costs submitted for recovery				$ 17,504,798		Line Nos. 28 less 29 & 30
32	Total recoverable MGP remediation expenses	$ 28,510,182	$ 8,103,666	$ 9,659,203	$ 17,504,798	$ 63,777,849	Columns (1) through (4)
	Derivation of Tariff Rider RAC:						
33	Total recoverable MGP remediation expenses	$ 28,510,182	$ 8,103,666	$ 9,659,203	$ 17,504,798	$ 63,777,849	Line 32
34	Ending under-recovered deferred RAC balances	0	159,375	181,021	310,521	650,917	Attachment A-2 (16)
35	Tot.recoverable MGP remediation costs incl.under-recovery	$ 28,510,182	$ 8,263,041	$ 9,840,224	$ 17,815,319	$ 64,428,766	Line Nos. 33 + 34
36	RAC recovery period (years)	7	7	7	7	7	ER91121820J 12/16/94 Order
37	Net annual recoverable MGP expenses	$ 4,072,884	$ 1,180,434	$ 1,405,746	$ 2,545,046	$ 9,204,110	Line 35 divided by Line 36
38	Retail sales forecasted (Mwh)					21,100,645	12 mos. Ended 9/30/16
39	Calculated RAC factor ($ per kWh) before SUT					$ 0.000436	Line 37 divided by Line 38
40	RAC factor currently in effect ($ per kWh)					$ 0.000130	Rider RAC effective 4/1/12
41	Calculated increase/(decrease) in RAC Factor ($ per kWh) before SUT					$ 0.000306	Line 39 - Line 40
42	Proposed Rider RAC revenue increase effective 10/1/15					$ 6,457,000	Line 38 x Line 41

JERSEY CENTRAL POWER & LIGHT COMPANY
Derivation of Manufactured Gas Plant (MGP) Remediation Adjustment Charge (RAC)

FOOTNOTES:

(a) Total cost incurred is net of:
(1) Write-off in accordance with RAC Stipulation and BPU Order ER03121020 ($2,500,000);
(2) Insurance proceeds received ($36,100,000);
(3) MGP revenue previously collected through base rates ($16,877,403).

(b) Application of over-recovered SBC components at year-end in accordance with Tariff Rider SBC:

	Annual	Cumulative
2004	$ (6,424,026)	
2005	(2,639,759)	
2006	(2,401,577)	
2007	(5,621,172)	
2008	(2,640,262)	
2009	(1,523,158)	
2010	(7,847,211)	$ (29,097,165)
2011	-	(29,097,165)
2012	-	(29,097,165)
2013	-	(29,097,165)
2014	-	(29,097,165)

(c) NRD Expenses incurred by year:

	Annual	Cumulative
2005	$ 62,856	
2006	157,594	
2007	53,434	
2008	18,046	
2009	89,580	
2010	53,563	$ 435,073
2011	33,404	468,477
2012	83,412	551,889
2013	5,116	557,005
2014	94,065	651,070

(d) ICP Costs by year:

	Annual	Cumulative
2006	$ 27,479	
2007	32,141	
2008	30,346	
2009	-	
2010	13,785	$ 103,751
2011	10,874	114,625
2012	11,328	125,953
2013	10,259	136,212
2014	6,865	143,077

Appendix B

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.

State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 15672-15

BPU DKT. NO. ER15040499

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 ("2012-2014 RAC FILING).

Gregory Eisenstark, Esq., for Jersey Central Power & Light Company (Windels Marx Lane & Mittendorf, LLP, attorneys)

Henry M. Ogden, Assistant Deputy Rate Counsel, and **Maura Caroselli**, Assistant Deputy Rate Counsel, for the Division of Rate Counsel (Stephanie A. Brand, Director of the Division of Rate Counsel, attorney)

Carolyn McIntosh, Deputy Attorney General, and **Alex Moreau**, Deputy Attorney General, for the Staff of the New Jersey Board of Public Utilities (Christopher S. Porrino, Acting Attorney General of New Jersey, attorney)

Record Closed: June 15, 2016 Decided: June 28, 2016

BEFORE **RICHARD McGILL**, ALJ:

On April 30, 2015, Jersey Central Power & Light Company ("JCP&L" or "Company") filed a verified petition with the New Jersey Board of Public Utilities seeking review and approval of costs incurred for environmental remediation of manufactured gas plant sites pursuant to the Remediation Adjustment Clause ("RAC") in its filed tariff ("2012-2014 RAC Filing"). The Company proposed to increase its Rider RAC charge by $0.000306/kwh (not including SUT), which would recover an additional $6.457 million annually.

The matter was transmitted to the Office of Administrative Law on October 2, 2015, for determination as a contested case. Notices describing the petition and setting forth the dates of the public hearings were placed in newspapers having circulation in JCP&L's service territory and served on the county executives and clerks of all municipalities in the Company's service territory. Public hearings concerning the Company's petition were held on March 22, 2016, in Morristown, New Jersey, and Freehold Township, New Jersey. No members of the public attended the hearings.

Prior to the commencement of evidentiary hearings, the parties reached a settlement agreement. On June 15, 2016, the Company submitted a Stipulation of Settlement, which provides for an increase of $0.000306/kwh, not including SUT, in its Rider RAC charge. The impact on a residential customer taking service under rate classification RS and having an average monthly usage of 1,000 kwh would be a change in the montly bill from $144.00 to $144.33, an increase of $0.33 per month.

Having reviewed the record and the settlement terms, I **FIND** as follows:

1. The parties have voluntarily agreed to the settlement as evidenced by their signatures or the signatures of their representatives.

2. The settlement fully disposes of all issues in controversy and is consistent with the law.

Therefore, I **CONCLUDE** that the agreement meets the requirements of N.J.A.C. 1:1-19.1 and that the settlement should be approved. Accordingly, it is **ORDERED** that the parties comply with the terms of the settlement, and it is **FURTHER ORDERED** that the proceedings in this matter be concluded.

I hereby **FILE** my initial decision with the **BOARD OF PUBLIC UTILITIES** for consideration.

This recommended decision may be adopted, modified or rejected by the **BOARD OF PUBLIC UTILITIES,** which by law is authorized to make a final decision in this matter. If the Board of Public Utilities does not adopt, modify or reject this decision within forty-five days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

June 28, 2016
DATE

RICHARD McGILL, ALJ

Date Received at Agency: ________________

Date Mailed to Parties: ________________
ljb

STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES 2016 JUN 15 P 3:07

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 ("**2012-2014 RAC Filing**")	:	**STIPULATION OF SETTLEMENT** BPU Docket No. ER15040499 OAL Docket No. PUC 15672-15N

TO THE HONORABLE BOARD OF PUBLIC UTILITIES:

APPEARANCES:

Gregory Eisenstark, Esq. (Windels Marx Lane & Mittendorf, LLP, attorneys) for the Petitioner, Jersey Central Power & Light Company

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

Carolyn McIntosh and Alex Moreau, Deputy Attorneys General, for the Staff of the New Jersey Board of Public Utilities (**Robert Lougy,** Acting Attorney General of New Jersey)

This Stipulation of Settlement (the "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 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 the Stipulation, based upon the following stipulations:

Background

On April 30, 2015, JCP&L filed with the Board a Verified Petition, 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 ("2012-2014 RAC Filing"). The RAC is a component of the Company's Societal Benefits Charge ("SBC"). The Verified Petition requested a calculated increase to JCP&L's Rider RAC charge of $0.000306/kWh (not including SUT), which would recover an additional $6.457 million annually. The Company proposed that the new rate become effective on October 1, 2015.

The 2012-2014 RAC Filing provided an opportunity 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 from January 1, 2012 through December 31, 2014. As indicated in Attachment A-1 to the Company's Verified Petition (a copy of which is attached hereto as Appendix A), JCP&L sought to recover incremental expenses incurred in connection with its MGP remediation program during calendar years 2012, 2013, and 2014 in the respective amounts of $7,839,791, $9,274,442, and $16,774,757, resulting in total incremental expenses from January 1, 2012 through December 31, 2014 of $33,888,990. In addition, the Company requested recovery of under-recovered deferred RAC balances of $159,375, $181,021 and $310,521 during calendar years 2012, 2013 and 2014, respectively, resulting in a total of $650,917. The Company also requested recovery of carrying costs for calendar years 2012, 2013, and 2014 in the amounts of $358,615, $400,136, and $830,971, respectively, for a total of $1,589,722 on its unamortized remediation balance, leaving a net balance of unrecovered MGP costs at December 31, 2014 of $36,129,629 (net of insurance recovery). The foregoing incremental expense amounts for calendar years 2012, 2013, and 2014 included $83,412, $5,116, and $94,065, respectively, or a total of $182,593 in costs related to MGP Natural Resource Damage ("NRD") issues, and $11,328, $10,259, and $6,865, for a total of $28,452 of MGP-related incentive compensation for calendar years 2012-2014. The Company proposed to continue to defer NRD-related and incentive compensation costs for 2012-2014, but not to recover such NRD-related and incentive compensation costs, including interest, until there was a final resolution of the issue concerning the inclusion of these costs within the scope of the Board's RAC recovery mechanism. No such NRD-related or incentive compensation costs for 2012-2014 would be deemed to have been recovered by application of over-recoveries from other components of Rider SBC. The resulting net deferred RAC account balance at December 31, 2014, after deduction of such NRD-related and incentive compensation costs, was $64,428,766, as shown in the following chart:

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

	Balance through YEAR 2005	YEAR 2006	YEAR 2007	YEAR 2008	YEAR 2009	YEAR 2010	YEAR 2011	YEAR 2012	YEAR 2013	YEAR 2014	Total
Actual Expenditures (a)	9,894,329	2,376,664	5,584,093	7,692,538	9,039,821	15,578,890	7,700,028	7,839,791	9,274,442	16,774,757	91,755,353
NRD Expenses Included above (b)	62,856	157,594	53,434	18,046	89,580	53,563	33,404	83,412	5,116	94,065	651,070
Incentive Compensation Included above		27,479	32,141	30,346	-	13,785	10,874	11,328	10,259	6,865	143,077
Net Recoverable Costs	9,831,473	2,191,591	5,498,518	7,644,146	8,950,241	15,511,542	7,655,750	7,745,051	9,259,067	16,673,827	90,961,206
Carrying Charges	(830,544)	24,913	37,079	45,846	194,024	377,790	474,978	358,615	400,136	830,971	1,913,808
Total Including Carrying Cost	9,000,929	2,216,504	5,535,597	7,689,992	9,144,265	15,889,332	8,130,728	8,103,666	9,659,203	17,504,798	92,875,014
SBC Over-Recovery Application (c)	(9,063,785)	(2,401,577)	(5,621,172)	(2,640,262)	(1,523,158)	(7,847,211)	-	-	-	-	(29,097,165)
Subtotal											63,777,849
Ending under-recovered def RAC balances								159,375	181,021	310,521	650,917
Recoverable Balance at December 31, 2014											64,428,766

(a) Net of insurance proceeds, revenue previously collected through base rates and write-off in accordance with BPU Order, Docket No. ER03121020.
(b) The Company maintains that it is entitled to retain NRD-related costs totaling approximately $76,000 from 2003-2004.
(c) 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.

Each of the annual amounts ($8,263,041 for 2012, $9,840,224 for 2013, and $17,815,319 for 2014) was proposed to be amortized over a period of seven years, in accordance with the

Board Order dated December 16, 1994 in Docket No. ER91121820J, resulting in an annual net recovery amount of $9,204,110, representing 1/7 of each of the RAC expenditures in the years for each applicable seven-year amortization period, plus the amortization of the deferred RAC expenditures at December 31, 2011. After applying the forecasted retail sales volume of 21,100,645 MWh for the twelve months ending September 30, 2016, the resulting calculated RAC factor is $0.000436 per kWh (not including SUT), which would be an increase of $0.000306 per kWh (not including SUT) to the current RAC factor of $000130 per kWh (not including SUT), and an increase in annual RAC revenue of approximately $6.457 million.

Public hearings on the 2012-2014 RAC Filing were duly noticed and thereafter held on March 22, 2016 in Morristown, New Jersey and in Freehold, New Jersey. No members of the public attended.

Following the filing of the 2012-2014 RAC Filing, the Parties engaged in discovery and exchanged additional information during informal discussions and meetings. Based thereon, the Parties have determined to resolve the 2012-2014 RAC Filing in accordance with the terms set forth below.

Stipulation

1. The Company's Rider RAC will be increased by $0.000306 per kWh (not including SUT) to $0.000436 per kWh (not including SUT).

2. The impact of this increase on a residential customer taking service under rate classification RS and having an average monthly usage of 1000 kWh would be a change in the monthly bill from $144.00 to $144.33, an increase of $0.33 per month.

3. 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 2012-2014 RAC period were credited to the deferred RAC balance.

4. The Parties agree that the Company's ending recoverable deferred RAC balance at December 31, 2014 was an under-recovered balance of $64,428,766, subject to the Parties' reservation of their rights to challenge the recovery of expenditures that might be found to have been recorded in error or improperly accounted for in the pending Board Staff audit of RAC expenditures for 2005. In addition to the deferred RAC net balance at December 31, 2014 of $64,428,766 referred to above, JCP&L has deferred (i) $651,070 of costs related to NRD issues from 2005 through 2014, and (ii) $143,077 of incentive compensation paid to personnel who worked on RAC matters from 2006 through 2014. 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.

5. The Parties agree that NRD-related MGP expenditures of $182,593 incurred during the 2012-2014 RAC period are not included in the $64,428,766 recoverable deferred RAC balance as of December 31, 2014. The Parties agree that the incentive compensation of $28,452 incurred during the 2012-2014 RAC period is not included in the $64,428,766 recoverable deferred RAC balance as of December 31, 2014. The deferred NRD and incentive compensation amounts have been excluded from the RAC factors set forth in herein above. The

Parties expressly reserve their rights to argue their respective positions on these issues in future proceedings, as appropriate.

6. The Company claims that it is entitled to retain NRD-related costs totaling approximately $76,000 from two 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 all of its rights 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, 2014, 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, 2014 included certain RAC expense accruals. Although the Parties will continue

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[1] The NRD-related MGP expenditures for the years 2005 through 2011 are as follows ($):

2005	62,856				
2006	157,594	2009	89,580	2012	83,412
2007	53,434	2010	53,563	2013	5,116
2008	18,046	2011	33,404	2014	94,065

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.

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 that complaint.

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, which was 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 SBC or SCC 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 ninety (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, 2014, except as described in paragraphs 3, 4, and 5 above with respect to NRD-related costs and incentive compensation costs.

Conclusion

14. 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.

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

16. 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.

17. 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: ____________________ Gregory Eisenstark, Esq. Windels Marx Lane & Mittendorf, LLP Dated: June 9, 2016	Robert Lougy Acting Attorney General of New Jersey Attorney for **Staff of the Board of Public Utilities** By: ____________________ Alex Moreau Deputy Attorney General Dated: June 13, 2016
Stefanie A. Brand, Esq. Director, **Division of Rate Counsel** By: ____________________ Henry M. Ogden, Esq. Assistant Deputy Rate Counsel Dated: June 14, 2016	

JERSEY CENTRAL POWER & LIGHT COMPANY
Derivation of Manufactured Gas Plant (MGP) Remediation Adjustment Charge (RAC)

Line No.		Through 12/31/2011 (1)	Year 2012 (2)	Year 2013 (3)	Year 2014 (4)	Total as of 12/31/2014 (5)	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 (8/15/11) & 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		$ 7,839,791				Attachment B-1
15	Carrying cost on deferred MGP costs accrued		358,615				Attachment G-1
16	Total unrecovered MGP costs at 12/31/12		$ 8,198,406				Line Nos. 14 + 15
17	Less: Natural Resources Damages (NRD) expenses		83,412				Footnote (c)
18	Less: Incentive Compensation Program (ICP) Costs		11,328				Footnote (d)
19	Total MGP costs submitted for recovery		$ 8,103,666				Line Nos. 16 less 17 & 18
20	Total MGP remediation costs incurred			$ 9,274,442			Attachment B-2
21	Carrying cost on deferred MGP costs accrued			400,136			Attachment G-2
22	Total unrecovered MGP costs at 12/31/13			$ 9,674,578			Line Nos. 20 + 21
23	Less: Natural Resources Damages (NRD) expenses			5,116			Footnote (c)
24	Less: Incentive Compensation Program (ICP) Costs			10,259			Footnote (d)
25	Total MGP costs submitted for recovery			$ 9,659,203			Line Nos. 22 less 23 & 24
26	Total MGP remediation costs incurred				$ 16,774,757		Attachment B-3
27	Carrying cost on deferred MGP costs accrued				830,971		Attachment G-3
28	Total unrecovered MGP costs at 12/31/2014				$ 17,605,728		Line Nos. 26 + 27
29	Less: Natural Resources Damages (NRD) expenses				94,065		Footnote (c)
30	Less: Incentive Compensation Program (ICP) Costs				6,865		Footnote (d)
31	Total MGP costs submitted for recovery				$ 17,504,798		Line Nos. 28 less 29 & 30
32	Total recoverable MGP remediation expenses	$ 28,510,182	$ 8,103,666	$ 9,659,203	$ 17,504,798	$ 63,777,849	Columns (1) through (4)
	Derivation of Tariff Rider RAC:						
33	Total recoverable MGP remediation expenses	$ 28,510,182	$ 8,103,666	$ 9,659,203	$ 17,504,798	$ 63,777,849	Line 32
34	Ending under-recovered deferred RAC balances	0	159,375	181,021	310,521	650,917	Attachment A-2 (16)
35	Tot.recoverable MGP remediation costs incl.under-recovery	$ 28,510,182	$ 8,263,041	$ 9,840,224	$ 17,815,319	$ 64,428,766	Line Nos. 33 + 34
36	RAC recovery period (years)	7	7	7	7	7	ER91121820J 12/18/94 Order
37	Net annual recoverable MGP expenses	$ 4,072,884	$ 1,180,434	$ 1,405,746	$ 2,545,046	$ 9,204,110	Line 35 divided by Line 36
38	Retail sales forecasted (Mwh)					21,100,645	12 mos. Ended 9/30/16
39	Calculated RAC factor ($ per kWh) before SUT					$ 0.000436	Line 37 divided by Line 38
40	RAC factor currently in effect ($ per kWh)					$ 0.000130	Rider RAC effective 4/1/12
41	Calculated increase/(decrease) in RAC Factor ($ per kWh) before SUT					$ 0.000306	Line 39 - Line 40
42	Proposed Rider RAC revenue increase effective 10/1/15					$ 6,457,000	Line 38 x Line 41

JERSEY CENTRAL POWER & LIGHT COMPANY
Derivation of Manufactured Gas Plant (MGP) Remediation Adjustment Charge (RAC)

FOOTNOTES:

(a) Total cost incurred is net of:
(1) Write-off in accordance with RAC Stipulation and BPU Order ER03121020 ($2,500,000);
(2) Insurance proceeds received ($36,100,000);
(3) MGP revenue previously collected through base rates ($16,877,403).

(b) Application of over-recovered SBC components at year-end in accordance with Tariff Rider SBC:

	Annual	Cumulative
2004	$ (6,424,026)	
2005	(2,639,759)	
2006	(2,401,577)	
2007	(5,621,172)	
2008	(2,640,262)	
2009	(1,523,158)	
2010	(7,847,211)	$ (29,097,165)
2011	-	(29,097,165)
2012	-	(29,097,165)
2013	-	(29,097,165)
2014	-	(29,097,165)

(c) NRD Expenses incurred by year:

	Annual	Cumulative
2005	$ 62,856	
2006	157,594	
2007	53,434	
2008	18,046	
2009	89,580	
2010	53,563	$ 435,073
2011	33,404	468,477
2012	83,412	551,889
2013	5,116	557,005
2014	94,065	651,070

(d) ICP Costs by year:

	Annual	Cumulative
2006	$ 27,479	
2007	32,141	
2008	30,346	
2009	-	
2010	13,785	$ 103,751
2011	10,874	114,625
2012	11,328	125,953
2013	10,259	136,212
2014	6,865	143,077

Appendix B

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.