



LEGAL SERVICES

800 Cabin Hill Drive
Greensburg, PA 15601-1689
PH: (724) 838-6210
FAX: (724) 830-7737
jmunsch@alleghenyenergy.com

VIA FEDEX NEXT DAY

June 23, 2010

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

Re: Petition of West Penn Power Company d/b/a Allegheny Power for Approval of its Energy Efficiency and Conservation Plan, Approval of Recovery of Costs through a Reconcilable Adjustment Clause and Approval of Matters Relating to the Energy Efficiency and Conservation Plan; Docket No. M-2009-2093218

Dear Secretary Chiavetta:

Enclosed for filing please find four copies of a contract between West Penn Power Company d/b/a Allegheny Power and Garrison Hughes, a registered conservation provider.

The contract is for the provision of advertising and consumer education of Act 129 activities. The contract was awarded pursuant to a competitive bidding process. Please note the Table of Contents for the contract documents, which indicates that a background investigation is not included because the contractor does not have personal access to Allegheny Power customers.

This filing is made by express delivery and is deemed filed today pursuant to 52 Pa. Code § 1.11.

RECEIVED

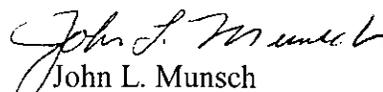
JUN 23 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

JLM:sac
Enclosures

cc: Patty Wiedt, Esq., Law Bureau
Wayne Williams, Bureau CEEP

Respectfully submitted,


John L. Munsch
Attorney

Act 129 Contract

Vendor: Garrison Hughes

Vendor Address: 211 Fort Pitt Blvd
Pittsburgh, PA 15222-1554

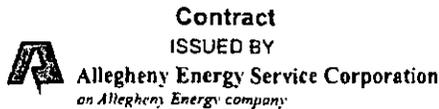
Scope of Work: Advertising and Outside Services for Pennsylvania Consumer Education, Pennsylvania Act 129 and EmPower Maryland for Allegheny Energy, along with any other future advertising requirements.

Result of Competitive Bid: Yes

Table of Contents

| | Included | Not Applicable *(Refer to Footnote) |
|---|----------|--|
| SAP Contract | X | |
| Executed Non-Disclosure Agreement | X | |
| Valid Insurance Certificate | X | |
| Background Investigations, (Only required if contractor will be working on AP/Customer Property or IT system) | | * |
| Substance Abuse Policy | | * |
| Executed Subcontracting Plan | | ** |
| Executed Safety and Health Commitment | X | |
| CSP Approval Verification | X | |
| Executed Non Affiliate Letter | X | |
| RFP Document w/ all Appendices (General Terms and Conditions are in appendices) | X | |
| Exceptions to General Terms and Conditions | X | |

- * Does not apply if Seller and/or Seller's employees, including any subcontractors, do not have access to Buyer's physical property, computer network, or other property owned or leased by Buyer by use of card access, LAN access or key and will not have personal contact with Allegheny Power's Customers.
- ** Due to scope of work, Seller will be performing this work with no need for subcontractors.



Contract
 ISSUED BY
Allegheny Energy Service Corporation
an Allegheny Energy company
 AGENT-FOR-BUYER
 800 Cabin Hill Drive
 Attn: Procurement
 Greensburg, PA 15601-1650
 FAX: (724) 830-7714

Page 1 of 5
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 4600003036

GARRISON HUGHES
 ATTN: DAVID HUGHES
 STE 300
 211 FORT PITT BLVD
 PITTSBURGH PA 15222-1554

Your Vendor Number with us
 10029469

RECEIVED

JUN 23 2010

PA PUBLIC UTILITY COMMISSION
 SECRETARY'S BUREAU

Bill and Mail Invoices to :

Buying Company :

Allegheny Energy Service Corporation

Disbursement Accounting
 800 Cabin Hill Drive
 Greensburg, PA 15601-1650

Contract

| | |
|----------------------------|----------------------|
| Purchasing Document | Date |
| 4600003036 | 04-07-2010 |
| Purchasing Buyer | Telephone |
| Diane Radvansky | 724-838-6010 |
| Fax number | Our Reference |
| 724-853-3694 | TKUKLA-REL |
| E-Mail | |
| dradvan@alleghenypower.com | |
| Validity Start | Validity End |
| 04-07-2010 | 12-31-2011 |

Buyer reserves the right to assign this contract, in whole or in part, to one or more of its affiliates, their successors or assigns at any time.

All Correspondence, Shipping Papers, Invoices, Bills of Lading and Packages must show the Stock Number, Purchase Order Number, and Work Order and Op Step Numbers (if applicable and as identified in the Purchase Order header text or item text).

ANY AGENT, REPRESENTATIVE, CONSULTANT OR CONTRACTOR PROVIDING SERVICES TO ALLEGHENY ENERGY IS EXPECTED TO FOLLOW ALLEGHENY ENERGY'S CODE OF BUSINESS CONDUCT AND ETHICS, WHICH IS AVAILABLE ON THE COMPANY'S WEBSITE, www.alleghenyenergy.com, IN THE CORPORATE GOVERNANCE SECTION. IT IS ALSO AVAILABLE AT http://media.corporate-ir.net/media_files/nys/aye/corpgov/code4.pdf.

This document, and any attached or referenced documents, may contain information proprietary to Allegheny Energy Service Corporation, its affiliates, and parent. You agree that this document is to be used solely by you exclusively for the purpose for which it is furnished, and AESC requires it to be returned or destroyed when no longer required for that purpose. This document and any information obtained therefrom shall not be reproduced, transmitted, or disclosed in whole or in part to other organizations without the prior written authorization of AESC.

IncoTerms : SVC Freight Not Applicable N

Currency : USD

Terms of Payment : Within 60 days Due Net

Target Value : \$

This offer to purchase includes all the terms and conditions applicable to this purchase order. Acknowledgement is required for services or exceptions only. Shipment of goods will constitute your acceptance of this purchase order's terms and conditions.

AUTHORIZED BY: _____

Note : If it has been determined that the product purchased is a hazardous substance according to OSHA 1910.1200, 2 copies of the material safety data sheet for such product must be included with the shipping papers to the receiver of the product. If seller fails to supply such information, seller shall be considered to be in breach of contract.

Requisitioner Copy



Contract
ISSUED BY
Allegheny Energy Service Corporation
an Allegheny Energy company

AGENT-FOR-BUYER
800 Cabin Hill Drive
Attn: Procurement
Greensburg, PA 15601-1650
FAX: (724) 830-7714

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Header text

BUYER: ALLEGHENY ENERGY SERVICE CORPORATION AS AGENT FOR:
MONONGAHELA POWER COMPANY
THE POTOMAC EDISON COMPANY
WEST PENN POWER COMPANY

SEND INVOICE TO: DISBURSEMENT ACCOUNTING
800 CABIN HILL DR
GREENSBURG, PA 15601

This Contract is issued to cover Advertising and Outside Services for Pennsylvania Consumer Education, Pennsylvania Act 129 and EmPower Maryland for Allegheny Energy, along with any other future advertising requirements, effective upon issuance of this purchase order through December 31, 2011.

Separate Purchase Orders will be issued against this contract to cover the various programs.

This Contract and the associated purchase orders will supersede and replace the original Purchase Orders 4500182378 and 4500182379. Garrison Hughes is being converted to an ERS (Evaluated Receipt Settlement) vendor. Using this method, Garrison Hughes invoicing would be done electronically in a portal on the web instead of using hard copy invoices.

Services will be provided at the following rates:

Project Manager - \$ 00 per hour
Professional Staff - \$ 00 per hour
Administrative Staff - \$.00 per hour
Production - \$ 00 per hour

Reasonable out-of-pocket expenses will be billed at actual cost without any additional markup, handling charge or service charge. Each invoice shall be accompanied by copies of individual receipts in excess of \$ 00 or other reasonable evidence documenting out-of-pocket expenses incurred.

Scope of services, pricing, terms and conditions are in accordance with the following documents which are incorporated herein by reference and made a permanent part hereof:

- A. Allegheny Energy Inquiry DMR-047S dated 09/24/08;
- B. Garrison Hughes response to Inquiry DMR-047S dated 10/10/08 from David Hughes;
- C. E-mail from David Hughes of Garrison Hughes dated January 13, 2009, with final Pricing Datasheet.
- D. Allegheny Energy General Terms and Conditions (26-069 Rev. 7).

Header note

Garrison Hughes Contract for Advertising and Outside Services for PA Consumer Education, PA Act 129 and EmPower Md for entire company from 1/1/2010 thru 12/31/2011.

Replaces P.O. 4500182378 and P.O. 4500182379 with Garrison Hughes previously bid under DMR-047S. A separate inquiry was issued under DMR21900 to validate the costs for Advertising Media Buy. Two vendors (White Rock Media and MMRP_ responded with media placement fees of 2.5% and 9% respectively. Garrison Hughes includes media buy as a pass through cost at no markup. This validated that Allegheny Energy has the best

Note : If it has been determined that the product purchased is a hazardous substance according to OSHA 1910.1200, 2 copies of the material safety data sheet for such product must be included with the shipping papers to the receiver of the product. If seller fails to supply such information, seller shall be considered to be in breach of contract.

Requisitioner Copy



Contract
 ISSUED BY
Allegheny Energy Service Corporation
an Allegheny Energy company

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AGENT-FOR-BUYER
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 Greensburg, PA 15601-1650
 FAX: (724) 830-7714

scenario available at this time for media buy. See attached Advertising & Strategic Communications Vendor document for additional information. (DMR)

| Item | Material | Target Qty | Order Qty. | Unit | Unit Price | Net Value |
|-------|----------|------------|------------|------|------------|-----------|
| 00010 | | | | AU | \$0.00 | \$0.00 |

Description : Advertising/Outside Services

Required Date :

Purch. Req. Number : 10316777 **Purch. Req. Item :** 00010

The item covers the following services :

| Service Item | Service Number | Service Description | Unit of Measure | Rate |
|--------------|----------------|---------------------|-----------------|------|
| 10 | 3011486 | UNSPECIFIED SERVICE | AU | \$ |
| 20 | 3007307 | PROJECT MANAGER-ST | HR | \$ |
| 30 | 3033178 | PROFESSIONAL STAFF | HR | \$ |
| 40 | 3033179 | ADMIN STAFF | HR | \$ |
| 50 | 3033180 | PRODUCTION | HR | \$ |
| 60 | 3013294 | EXPENSES | AU | \$ |
| 70 | 3033177 | MEDIA BUY | AU | \$ |

Please deliver to :
 Allegheny Energy Service Corporation
 Attn: Allen Staggers
 800 Cabin Hill Drive
 Greensburg PA 15601

| | | | | | | |
|-------|--|--|--|----|--------|--|
| 00020 | | | | AU | \$0.00 | |
|-------|--|--|--|----|--------|--|

Description : Advertising/Outside Services

Required Date :

Purch. Req. Number : 10316777 **Purch. Req. Item :** 00020

The item covers the following services :

| Service Item | Service Number | Service Description | Unit of Measure | Rate |
|--------------|----------------|---------------------|-----------------|------|
| 10 | 3011486 | UNSPECIFIED SERVICE | AU | \$ |
| 20 | 3007307 | PROJECT MANAGER-ST | HR | \$ |
| 30 | 3033178 | PROFESSIONAL STAFF | HR | \$ |

Note : If it has been determined that the product purchased is a hazardous substance according to OSHA 1910.1200, 2 copies of the material safety data sheet for such product must be included with the shipping papers to the receiver of the product. If seller fails to supply such information, seller shall be considered to be in breach of contract.

Requisitioner Copy

AGENT-FOR-BUYER
800 Cabin Hill Drive
Attn: Procurement
Greensburg, PA 15601-1650
FAX: (724) 830-7714

| Item | Material | Target Qty | Order Qty. | Unit | Unit Price | Net Value |
|------|----------|-------------|------------|------|------------|-----------|
| 40 | 3033179 | ADMIN STAFF | | | HR | \$ |
| 50 | 3033180 | PRODUCTION | | | HR | \$ |
| 60 | 3013294 | EXPENSES | | | AU | \$ |
| 70 | 3033177 | MEDIA BUY | | | AU | \$ |

Please deliver to : Monongahela Power Company
Attn: Allen Stagers
1310 Fairmont Avenue
Fairmont WV 26554-3256

00030 AU \$0.00

Description : Advertising/Outside Services

Required Date :

Purch. Req. Number : 10316777 **Purch. Req. Item :** 00030

The item covers the following services :

| Service Item | Service Number | Service Description | Unit of Measure | Rate |
|--------------|----------------|---------------------|-----------------|------|
| 10 | 3011486 | UNSPECIFIED SERVICE | AU | \$ |
| 20 | 3007307 | PROJECT MANAGER-ST | HR | \$ |
| 30 | 3033178 | PROFESSIONAL STAFF | HR | \$ |
| 40 | 3033179 | ADMIN STAFF | HR | \$ |
| 50 | 3033180 | PRODUCTION | HR | \$ |
| 60 | 3013294 | EXPENSES | AU | \$ |
| 70 | 3033177 | MEDIA BUY | AU | \$ |

Please deliver to : The Potomac Edison Company
Attn: Allen Stagers
10802 Bower Avenue
Williamsport MD 21795-3016

00040 AU \$0.00

Description : Advertising/Outside Services

Required Date :

Note : If it has been determined that the product purchased is a hazardous substance according to OSHA 1910.1200, 2 copies of the material safety data sheet for such product must be included with the shipping papers to the receiver of the product. If seller fails to supply such information, seller shall be considered to be in breach of contract.

Requisitioner Copy



Contract
 ISSUED BY
Allegheny Energy Service Corporation
an Allegheny Energy company

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AGENT-FOR-BUYER
 800 Cabin Hill Drive
 Attn: Procurement
 Greensburg, PA 15601-1650
 FAX: (724) 830-7714

| Item | Material | Target Qty | Order Qty. | Unit | Unit Price | Net Value |
|------|----------|------------|------------|------|------------|-----------|
|------|----------|------------|------------|------|------------|-----------|

Purch. Req. Number : 10316777 Purch. Req. Item : 00040

The item covers the following services :

| Service Item | Service Number | Service Description | Unit of Measure | Rate |
|--------------|----------------|---------------------|-----------------|------|
| 10 | 3011486 | UNSPECIFIED SERVICE | AU | \$ |
| 20 | 3007307 | PROJECT MANAGER-ST | HR | \$ |
| 30 | 3033178 | PROFESSIONAL STAFF | HR | \$ |
| 40 | 3033179 | ADMIN STAFF | HR | \$ |
| 50 | 3033180 | PRODUCTION | HR | \$ |
| 60 | 3013294 | EXPENSES | AU | \$ |
| 70 | 3033177 | MEDIA BUY | AU | \$ |

Please deliver to :
 West Penn Power Company
 Attn: Allen Staggers
 800 Cabin Hill Drive
 Greensburg PA 15601

End of Contract

Note : If it has been determined that the product purchased is a hazardous substance according to OSHA 1910.1200, 2 copies of the material safety data sheet for such product must be included with the shipping papers to the receiver of the product. If seller fails to supply such information, seller shall be considered to be in breach of contract.

Requisitioner Copy

ALLEGHENY ENERGY SERVICE CORPORATION

NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made this 18 day of January, 2010, by and between **Allegheny Energy Service Corporation**, a Maryland corporation with offices at 800 Cabin Hill Drive, Greensburg, PA 15601, for itself and as agent for its parent and affiliates as set forth in Exhibit "A" attached hereto (the "AE Companies") and **Garrison Hughes**, a Pennsylvania corporation, represented herein by its _____ Division ("_____").

WHEREAS, Garrison Hughes has in its possession certain technical information, know-how and data of a confidential and proprietary nature (hereinafter referred to as "CONFIDENTIAL INFORMATION"), and

WHEREAS, COMPANY has in its possession certain confidential information, know-how and data of a confidential and proprietary nature, (hereinafter referred to as "CONFIDENTIAL INFORMATION"), and

WHEREAS, both _____ and COMPANY are prepared to disclose certain of this CONFIDENTIAL INFORMATION to the other party under the following conditions.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which hereby are expressly acknowledged, the parties intending to be bound hereby agree as follows:

1. "Confidential Information" includes any and all information disclosed by one party to the other pursuant to this Agreement in a writing marked "Confidential" or "Proprietary" or by any electronic or digitally based information including, without limitation, customer information, electronic (.wav) files of customer calls, or if communicated either verbally or visually, identified as "Confidential" or "Proprietary" at the time of communication. It is understood that the obligations imposed upon the parties by this Agreement shall not apply to information that at the time of disclosure or thereafter (i) was generally available to and known by the public, other than as a result of a disclosure by the receiving party or its representatives; or (ii) was generally available to the receiving party on a non confidential basis from a source other than the disclosing party or its representatives, provided that such source was not bound by a confidentiality agreement with the disclosing party; or (iii) the information was already known to the receiving party as evidenced by its written records and the disclosing party is promptly notified after receipt of the information; or (iv) the information is independently developed by or on behalf of the receiving party by individuals who did not directly or indirectly receive relevant Confidential Information of the disclosing party; or (v) is disclosed by the recipient party with the disclosing party's prior written approval; or (vi) pursuant to legal requirements as provided in paragraph 3.

2. For a period of five (5) years from the date first written above, each party shall maintain the confidentiality and prevent accidental or other loss of any Confidential Information of the other party with at least the same degree of care as it uses to protect its own

Confidential Information but in no event with less than reasonable care to maintain the other party's Confidential Information in confidence and shall not itself use, except for the benefit of the disclosing party, or disclose the same to others without the prior written consent of the disclosing party. Each party shall immediately notify the other in the event of any loss or unauthorized disclosure of the Confidential Information of the other party.

3. Each party agrees that it will make available the other party's Confidential Information only on a "need to know" basis and that all contractors, consultants, agents or employees to whom such Confidential Information is made available will be made aware of the strictly confidential nature of such Confidential Information and shall have entered into a written confidentiality agreement with the party making such re-disclosure. Without the prior written consent of the disclosing party, neither the receiving party, nor its representatives, will disclose Confidential Information to any third party, except as provided herein and as may be required by law, subpoena or other legal process. If either party shall be required to disclose any Confidential Information, it is agreed that, to the extent legally permitted, such party will provide the other party with prompt written notice of such request, so that the other party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that either party waives compliance with the provisions of this Agreement, each party agrees that it will furnish only that portion of Confidential Information and other information that is legally required and that it will cooperate with any efforts by the other party to obtain reliable assurance that confidential treatment will be accorded to that portion of Confidential Information that is being disclosed.

4. Each party agrees that it will not use in advertising, publicity or otherwise any trade name or trademark or any product, contraction, abbreviation or simulation thereof that is owned, to such party's knowledge by the other party or any subsidiary or affiliate of such other party without the owner's prior written consent.

5. By written demand, each party may require the other to cease using the Confidential Information, and at the party's option, either return the Confidential Information and all copies, notes or extracts thereof, to the party within seven (7) days of the demand or certify its destruction to the party.

6. No provisions of this Agreement shall be amended except by written consent of both parties, which consent shall specifically refer to this Agreement and explicitly make such amendment. Any consent or waiver of compliance with any provision of this Agreement shall be effective only if in writing and signed by the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder. Each party shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement.

7. This Agreement constitutes the entire agreement and understanding between the parties as to Confidential Information concerning its subject matter. No representations have been made by either of the parties except as are specifically set forth herein. No rights or obligations other than those expressly recited herein are to be inferred from this Agreement.

8. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns, as the case may be. This Agreement shall survive and shall not be affected by any termination of any commercial relationship between the parties.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

11. This Agreement shall be governed by the laws of the state where the service is performed with respect to conflicts of law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

12. Each party agrees that the Confidential Information is and shall remain the sole property of the disclosing party. Nothing in this Agreement shall be construed to grant either party any right, interest or license in or under any patent, trademark, copyright, trade secret or other proprietary right or material owned by the other party, whether or not it is part of the Confidential Information.

13. All notices, requests, consents, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be (a) personally delivered (including by local or overnight courier), (b) sent by postage prepaid registered first-class mail or (c) transmitted by facsimile or other electronic means, and shall be deemed to have been duly given when received if received prior to 5:00 p.m. on a business day or on the next business day (if delivered after 5:00 p.m. or on a non-business day). Notice to either party shall be sent to its address as set forth above, or to such other address as a party hereto shall have given notice pursuant to this Section.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate as of the date written above.

Allegheny Energy Service Corporation

Garrison Hughes

By: Rog Heasley

By: [Signature]

Name: ROGER J HEASLEY

Name: David Hughes

Title: DIRECTOR, CUSTOMER MANAGEMENT

Title: President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/19/2010

PRODUCER
DAVID A GASBARRO
P O BOX 932
CONNELLSVILLE, PA 15425 - 0932

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
GARRISON HUGHES INC
211 FORT PITT BLVD
PITTSBURGH, PA 15222 - 1505

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|--------|
| INSURER A: NATIONWIDE MUTUAL INSURANCE COMPANY | 23787 |
| INSURER B: NATIONWIDE MUTUAL FIRE INSURANCE COMPANY | 23779 |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR/ADDL LTR/INSR# | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | | |
|--|---|---------------------|------------------------------------|-------------------------------------|--|--|--------------------------------|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | ACP BPOM 5422991297 | 02/13/2010 | 02/13/2011 | EACH OCCURRENCE \$ 1,000,000 | | |
| | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 | | |
| | | | | | MED EXP (Any one person) \$ 5,000 | | |
| | | | | | PERSONAL & ADV INJURY \$ 1,000,000 | | |
| | GENERAL AGGREGATE \$ 2,000,000 | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 | | |
| | | | | | \$ | | |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | ACP CAF 5422991297 | 02/13/2010 | 02/13/2011 | COMBINED SINGLE LIMIT (Ea accident) \$ | | |
| | | | | | BODILY INJURY (Per person) \$ | | |
| | | | | | BODILY INJURY (Per accident) \$ | | |
| | | | | | PROPERTY DAMAGE (Per accident) \$ | | |
| | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ | | |
| | | | | | OTHER THAN EA ACC \$ | | |
| | | | | | AUTO ONLY: AGG \$ | | |
| A | EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | ACP WC 5423226048 | 02/13/2010 | 02/13/2011 | EACH OCCURRENCE \$ 2,000,000 | | |
| | | | | | AGGREGATE \$ 2,000,000 | | |
| | | | | | \$ | | |
| | | | | | \$ | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? No If yes, describe under SPECIAL PROVISIONS below OTHER | | | | <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;"><input type="checkbox"/> WC STATUTORY LIMITS</td> <td style="width: 40%;"><input type="checkbox"/> OTHER</td> </tr> </table> E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 | <input type="checkbox"/> WC STATUTORY LIMITS | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> WC STATUTORY LIMITS | <input type="checkbox"/> OTHER | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

| CERTIFICATE HOLDER | CANCELLATION |
|--|---|
| ALLEGHENY ENERGY SERVICES CORP ATTN EVENT RISK MANAGEMENT 800 CABIN HILL DRIVE GREENSBURG, PA 15601 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <div style="text-align: right;">DAVID A GASBARRO</div> |

ALLEGHENY POWER

CONTRACT SUBMITTAL

SAFETY AND HEALTH COMMITMENT
(In addition to the General Terms/Conditions)

Allegheny Power believes that the commitment and involvement of all employees to safety is essential. This includes the employees of Contractors working on Allegheny's sites or on non-company owned sites. To insure this commitment, Contractor shall require that its employees perform all work safely and in full compliance with all applicable safety and health laws, applicable federal and state laws, local ordinances, OSHA requirements and all safety rules, regulations and instructions set forth by Allegheny as part of the job assignment.

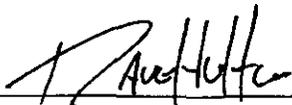
Contractor shall designate one individual to be responsible for Contractor's compliance with safety requirements outlined in this contract. Contractor shall promptly notify appropriate Allegheny Power personnel of any safety violations and incidents, which may have an adverse impact upon health and safety of Contractor's personnel or Allegheny's employees. All incidents, which may require first aid or medical treatment, must be reported to Allegheny promptly and in no case later than 24 hours. All recordable OSHA 300A log incidents must be reported promptly to Allegheny.

Working safely is a condition of employment. Allegheny's representatives will notify Contractor of apparent violation or non-compliance with safety provisions. Contractor shall immediately make reasonable efforts to correct any violation. If Contractor does not do so within 48 hours, Allegheny may cause work to be stopped until such time as Contractor has taken corrective action to Allegheny's satisfaction. Work stoppage by Allegheny shall not be subject to claims by Contractor for damages.

Contractor-provided tools and equipment, including personal protective equipment, must meet OSHA requirements and be properly maintained for safe accomplishment of the work assignment. All tools and equipment, which may be used to perform work for Allegheny, shall be under the exclusive direction and control of the Contractor. All tools and equipment shall be in safe and operable condition. Allegheny has the right to refuse or restrict the use of tools or equipment if, in Allegheny's opinion, safety may be compromised or jeopardized.

Submitted by:

Signature:



Company:

____Garrison Hughes____

Date:

____4/14/10____



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

April 19, 2010

Docket No. A-2010-2150849

GARRISON HUGHES INC
BILL GARRISON
211 FORT PITT BLVD
PITTSBURGH PA 15222

ATTN: Bill Garrison

Re: Application to Register as a Conservation Service Provider

Dear Mr. Garrison:-

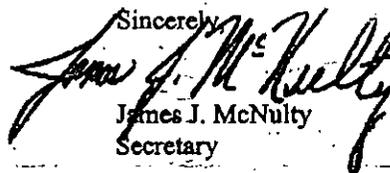
On December 29, 2009, Garrison Hughes, Inc. filed an application to register as a Conservation Service Provider (CSP) with the Pennsylvania Public Utility Commission. A registered CSP can advise an electric distribution company (EDC) and/or provide consultation, design, administration or management services to an EDC related to the EDC's energy efficiency and conservation plan.

Upon review, it appears that the applicant meets the Pennsylvania Public Utility Commission's minimum qualifications to provide consultation, design, administration, management or advisory services to an EDC regarding energy efficiency and conservation plans required under Act 129 of 2008, P.L. 1592.

Therefore, effective from the date of this Secretarial Letter, Garrison Hughes, Inc. is registered as a Conservation Service Provider on the Pennsylvania Public Utility Commission's Registry of Conservation Service Providers. This registration is valid for two years from the effective date. A CSP must re-register every two years to remain on the registry. Additionally, the Applicant is directed to provide written notification to the Commission of any change to the information contained in its application.

This approval is not meant to constitute a license, certification or warranty of any kind by the Pennsylvania Public Utility Commission.

Please direct any questions to John R. Matchik, Engineer, Energy Industry Group, Bureau of Fixed Utility Services at (717) 783-6163 or at jomatchik@state.pa.us.

Sincerely,

James J. McNulty
Secretary

cc: Elaine McDonald, FUS
Kathleen Aunkst, Secretary's Bureau

Vendor Name Garrison Hughes
Date 4/14/10
Contact Person David Hughes
St Address 211 Fort Pitt Blvd.
City, St, Zip Pittsburgh, PA 15222

Re: Verification of Non Affiliation with a Pennsylvania Electric Distribution Co. for Allegheny Power Contract # 4600003036

Act 129 defines a CSP as “an entity that provides information and technical assistance on measures to enable a person to increase energy efficiency or reduce energy consumption and that has no direct or indirect ownership, partnership or other affiliated interest with an electric distribution company.” 66 Pa.C.S. § 2806.1(m). As the Commission and EDCs must be able to identify the type of entity a CSP is and confirm that it is not owned, partnered or affiliated with an EDC, the Commission requires all CSP’s to provide the following information for contract approval, please provide the information below and E-mail or mail it to Eric Rundy (erundy@alleghenyenergy.com) or 126 Mathews St, Suite 1000, Greensburg, PA 15601:

1. Legal name of the applicant ___ Garrison Hughes, Inc. _____
 2. Principal place of business ___ 211 Fort Pitt Blvd., Pittsburgh, PA 15222_
 3. Names of parent and subsidiary companies and affiliates that are CSPs and EDCs
-

**West Penn Power Company
d/b/a Allegheny Power**

Request for Proposal

of

**Advertising and Strategic Communications to
Support Energy Efficiency & Conservation
and Demand Response Programs for Act 129**

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APPENDICES

1. **Confidentiality Agreement**
2. **General Terms and Conditions, Form 26-069**
3. **Background Investigation, Form 35-519 (Not Required for this RFP)**

1. **Introduction**

West Penn Power Company d/b/a Allegheny Power (hereinafter referred to as “Allegheny Power” or as “the Company”) is seeking Conservation Service Providers to assist in development and implementation of demand side management programs in Pennsylvania as a result of Pennsylvania Act 129 of 2008.

Allegheny Power, headquartered in the City of Greensburg, Pa, is a subsidiary of Allegheny Energy, Inc., an investor-owned electric utility with total annual revenues of over \$3 billion and more than 4,000 employees. Allegheny Power is an electric distribution company that provides electric delivery service in all or parts of 23 counties in western and central Pennsylvania. Allegheny Power provides electric distribution service in all or parts of Adams, Allegheny, Armstrong, Bedford, Butler, Cameron, Centre, Clarion, Clinton, Elk, Fayette, Franklin, Fulton, Greene, Huntingdon, Indiana, Jefferson, Lycoming, McKean, Potter, Somerset, Washington and Westmoreland Counties, Pennsylvania. Allegheny Power provides electric distribution service in Pennsylvania to approximately 715,000 customers, comprised of approximately 620,000 residential customers, approximately 81,000 commercial customers, and approximately 13,500 industrial customers. Allegheny Power is subject to the regulatory jurisdiction of the Pennsylvania Public Utility Commission (hereinafter referred to as “Pennsylvania Commission”).

2. **Purpose**

The purpose of this Request for Proposal (“RFP”) is to identify and contract with an experienced Conservation Service Provider (“CSP”) capable of providing cost-effective, turnkey services for Advertising and Strategic Communications to Support Energy Efficiency & Conservation and Demand Response Programs for Act 129. The programs will be designed to reduce energy usage by enabling customers to implement energy efficient measures in accord with the Act 129 and in accord with Orders of the Pennsylvania Commission implementing Act 129.

3. **General Instructions**

Bidders are required to follow all the instructions set forth in the RFP. In submitting a proposal, it is imperative that complete documentation be provided, that the forms and agreements provided by the Company be used, that all exhibits and attachments be clearly marked and identified, and that the proposal is organized in the manner prescribed.

4. **Confidential Information and Confidentiality Agreements**

The Company and its agents will treat as confidential all proposals submitted by bidders and communications between bidders and the Company. Bidders are submitting their proposals with the knowledge and understanding that, regardless of confidentiality of any information submitted by them, it is subject to disclosure to the Pennsylvania

Commission and its Staff, or any other governmental authority or judicial body with jurisdiction relating to these RFP matters, and further may be subject to legal discovery.

The Company will ensure that all bidders have access to the same information from the Company and that no bidder will have selective or otherwise preferential access to market sensitive information from the Company through this RFP.

The CSP and Company will be required to execute the Confidentiality Agreement prior to contract award. An electronic copy of the Confidentiality Agreement can be found as attached Appendix 1.

Certain information related to all received bids may be provided to the Pennsylvania Commission and its Staff, or any other governmental authority or judicial body with jurisdiction relating to these RFP matters, and further may be subject to legal discovery. Such information will be considered confidential between Allegheny Power and the bidders, and Allegheny Power will provide the information to the Pennsylvania Commission on a confidential basis. However, Allegheny Power shall not be held responsible should the Pennsylvania Commission or its Staff, or any other governmental authority or judicial body with jurisdiction relating to these RFP matters, make such information public.

5. Modification or Cancellation of the RFP

Allegheny Power reserves the right, in its sole judgment and discretion, to modify or cancel this RFP. Allegheny Power will post a notice on the RFP website and make reasonable efforts to notify participants of any such changes, cancellations, or schedule changes. Allegheny Power shall not have any responsibility for making such notification. Allegheny Power shall not have any liability for damages suffered by bidders as a result of modification or cancellation of the RFP.

6. Question, Comment and Response Process

All questions and comments submitted by bidders and stakeholders, as well as the Allegheny Power's responses to such questions and comments, will be posted on the RFP website as E-mailed to each bidder. Accordingly, bidders and stakeholders should avoid including information in their questions and comments that they would not want disclosed. The official response to questions is the written response posted to the website. Allegheny Power's objective in posting these questions, comments, and responses is to ensure all bidders have equal access to information that may be relevant to their respective proposals.

7. Capability and Experience

Each bidder must be an entity that provides information and technical assistance on measures to enable a person or entity to increase energy efficiency or reduce energy consumption. Each bidder must have at least three years of documented experience in

providing program consultation, design, administration and management services related to energy efficiency and conservation services. Each bidder must provide sufficient evidence to demonstrate its capabilities and level of experience in developing and implementing these types of programs for which it intends to submit a proposal. Bidders shall provide full and complete documentation, including references with telephone number and email addresses, of previous experience over the last three to five years in successful project development and implementation rolls.

Each bidder must certify that it will meet the experience and technical qualifications required by the Pennsylvania Commission regarding the bidder's experience and technical qualifications. Those qualifications are found on Page 8 of the Pennsylvania Commission's Order entered December 22, 2008, at Docket No. M-2008-2074154.

Each bidder must certify that it will meet the financial fitness and insurance standards required by the Pennsylvania Commission. Those standards are found on page 12 of the Pennsylvania Commission's Order entered December 22, 2008, at Docket No. M-2008-2074154.

8. Additional Information

Allegheny Power may request additional information and materials from any bidder for evaluation of a proposal. Failure to provide such additional information and materials may result in rejection of the proposal for further evaluation.

9. No Commitment to Award Contracts

Allegheny Power reserves the right to terminate the RFP process or reject any or all of the proposals received in response to this RFP at its sole discretion. Also, the bidder understands that this RFP is not intended to and does not constitute a commitment by the Company to consummate any definitive agreement with any bidders. Neither the Company nor any bidder will have any rights or obligations of any kind whatsoever by virtue of the RFP or any other written or oral expression by any party hereto.

10. Warranty on Information

The information provided in the RFP, or on the Company's RFP website, has been prepared to assist bidders in evaluating the RFP. It does not purport to contain all the information that may be relevant to a bidder in satisfying its due diligence efforts. The Company makes no representation or warranty expressed or implied, as to the accuracy or completeness of the information, and shall not, individually or as a corporation, be liable for any representation expressed or implied in the RFP or any omissions from the RFP, or any information provided to a bidder by any other source.

A bidder should check the Company's website frequently, to ensure it has the latest documentation and information. Neither the Company nor its representatives shall be

liable to a bidder or any of its representatives for any consequences relating to or arising from the bidder's use of outdated information.

11. Hold Harmless

Bidders shall hold the Company harmless of and from all damages and costs, including but not limited to legal costs, in connection with all claims, expenses, losses, proceedings or investigations that arise as a result of the RFP or the award of a bid pursuant to the RFP.

Bidders recognize and hereby agree that Allegheny Power may be subject to significant civil penalties under Act 129 for failure to achieve required reductions in consumption, and each bidder agrees that it will be liable for a proportionate share of such civil penalty should its action or inaction have resulted in or contributed to a failure to achieve energy and efficiency goals set in Act 129, specifically Act 129 electric consumption reduction goals and electric peak demand goals.

Each bidder further recognizes and agrees that poor performance or non-compliance with these terms, or the standards of Act 129 and Orders of the Pennsylvania Commission implementing Act 129 will provide the Company a cause of action against bidder for damages resulting from such poor performance or non-compliance.

12. Bidder's Acceptance & Requirements

The submission of a proposal to the Company shall constitute a bidder's acknowledgment and acceptance of all the terms, conditions and requirements of this RFP. **The Bidder is required to be an approved and registered CSP with the PA PUC.**

13. Permits, Licenses and Compliance with the Law

Supplier shall obtain all licenses and permits that may be required by any governmental body or agency necessary to conduct supplier's business or to perform hereunder. Supplier's subcontractors, employees, agents and representatives of each in performance hereunder shall comply with all applicable governmental laws, ordinances, rules, regulations, orders and all other governmental requirements.

14. Proprietary Information

The treatment of proprietary and confidential information of any bidder and of the Company is addressed in the Confidentiality Agreement (Appendix 1).

15. General Term and Conditions

The agreement will be governed by the Allegheny Energy Service Corporation General Terms and Conditions attached hereto as Appendix #2. Insurance requirements would be per item 8 of the General Terms & Conditions (\$3,000,000 GL/\$1,000,000 Auto/Statutory Limits of WC) and

\$1,000,000 Professional Liability with Allegheny Energy Service Corp. and West Penn Power Co. named as Additional Insured's.

16. Bidders not EDC affiliates

Each bidder must certify that it is not affiliated with an EDC (Electric Distribution Company) through ownership, partial ownership or control. Affiliation or merger with an EDC by a CSP at any time during the term of the contract will constitute a breach of the contract by the CSP and cause the termination of the contract. The CSP will immediately notify Allegheny Power of a merger and provide for automatic termination of the contract. The CSP is required to maintain registration with the PA PUC as an approved CSP during the term of the contract.

17. Scope Of Work

The following are anticipated program advertising and strategic communication details for the creation of new purchase orders for energy efficiency and conservation programs in Pennsylvania for Act 129.

Advertising and strategic communications services for the following programs with such requirements include the following:

Residential Programs:

- Assist Allegheny as a strategic advisor for marketing, public relations, advertising and communications issues.
- Ability to negotiate favorable advertising rates.
- These tasks should be considered a minimum and not restrictive.
- Concept, create, produce, and placement of:
 - Brochures
 - Bill Inserts
 - Newspaper, TV and Radio Ads
 - Billboards
 - Retail Displays
 - Vehicle Wraps
 - Website (Home Page and Pop Ups)
 - Trade Show Displays

Act 129 in Pennsylvania

- **Residential Audit Program (Home Performance)**
 - Online Energy Audit w/measures
 - Comprehensive Audit w/installed measures
 - Check-Up Audit w/installed measures

- Consumer Efficiency (CFL sales and Home Energy Report)
- **Residential HVAC**
 - High Efficiency Electric Heat Pumps
 - High Efficiency Central Air Conditioners
- **Residential Lighting and Appliances**
 - Lighting Products (CFL Rebates)
 - Home Appliances (Rebates)
 - Refrigerators (with turn-in for recycle)
 - Freezers (with turn-in for recycle)
 - Clothes Washers
 - Clothes Dryers
 - Dishwashers
 - Room A/C (with turn-in for recycle)
 - Programmable Thermostats
- **Residential Low Income**
 - Check-Up Audit w/installed measures & Refrig replacement
 - Weatherization w/ installed measures & Refrig & RAC replacement (JUUMP)
 - Room Air Conditioner replacement
- Any future programs filed for by Allegheny and approved by the Public Utility Commission

Commercial & Industrial Programs

- Assist Allegheny as a strategic advisor for advertising and communications issues.
- Ability to negotiate favorable advertising rates.
- These tasks should be considered a minimum and not restrictive.
- Concept, create, produce, and placement of:
 - Brochures
 - Bill Inserts
 - Newsletters
 - E-mail
 - Retail Displays
 - Website (Home Page and Pop Ups)
 - Trade Show Displays
 - Power points

Act 129 in Pennsylvania

- **Non Residential (Commercial and Industrial) Energy Efficiency**
 - Lighting Equipment
 - LED Exit Sign
 - T5's
 - T8's
 - Occupancy Sensors
 - HVAC Equipment

- High Efficiency Air Conditioner
- High Efficiency Electric Heat Pump
- Variable Frequency Drives (25-200HP)
- C&I Custom Application Program (Large Custs)
- C&I Custom Technology Applications (Small-Mid Custs)
- Government / School / Non-Profit
- LED Traffic Signals
- LED Exit Signs
- CFL's
- T8's
- Time of Use Hourly Rate
- Customer Load Response
- Customer Resource DR (DG and Contracted combined)
- Prog. Controlled T-Stat DR
- Critical Peak Rate
- Residential Rewards Rate
- Pay Ahead Service Rate
- Any future programs filed for by Allegheny and approved by the Public Utility Commission

Revised Invoicing

Allegheny will also require detailed back-up for all invoices related to the new purchase orders. All invoices will be submitted broken down by program and state or standard invoicing template, where a program is defined by a hollow bullet indicator in the above list (Ex. ○ Pay Ahead Service Rate). This back-up will consist of but not be limited to, copies of vendor receipts, expense statements, timesheets with employee name and title, meeting agendas with minutes, etc. The back-up is not required along with the submission of the invoice, but should be available upon request by AP or PA PUC Statewide Evaluator.

18. Monitoring Provisions and Procedures

(Allegheny Power is considering a separate contract to consult, design, and implement an EM&V plan. The EM&V tasks being contemplated are:

- Design and document a comprehensive and complete EM&V strategy for each of the Act 129 plan categories.
- Implement the EM&V strategy and provide all data, analysis and information to the EDC to support the evaluation of and the reporting.)

The Evaluation, Monitoring and Verification Proposal and Plan ("EM&V") for each program will contain the following:

- High-level summary of audit plan.
- Programs to be audited and the program logic/theory.
- The format and type of documentation identifying plan expenditures.

- The type and format of data used to measure and verify energy savings.
- Descriptions of metrics to be used (including energy and demand savings metrics) for each program.
- Description of the methodologies, procedures and data tracking systems to be used by the Auditor to verify the impact evaluations and project verifications for each plan, including data gathering, sampling and analysis methods.
- Audit approaches to be used for each program, including how realization rates and net-to-gross ratios will be determined.
- The type and format of data used to evaluate the cost-effectiveness of expenditures.

19. **Execution of Agreement**

Upon execution of the Purchase Order issued by Allegheny Power Service Corporation, agent for Allegheny Power, the terms and conditions of the Request for Proposal, General Terms and Conditions, and Non Disclosure Agreement, shall constitute the Agreement, with intent to be legally bound, between bidder and Allegheny Power.

Bidders are required to execute the Confidentiality Agreement (Appendix 1) and the Background Investigations (Appendix 3) post bid and pre contract award. In accordance with the PAPUC's Implementation Order entered February 5, 2009, a criminal and other background check is required for persons associated with the CSP who will enter the premises of Allegheny Power customers or have personal contact with said customers. The scope of the criminal and background check is provided in Appendix No. 3. Contract award is subject to these requirements being fulfilled to Allegheny Powers satisfaction. **(Background Investigations are NOT required for this contract, because the vendor will not be working on Allegheny Power or Customer property or have direct access to Allegheny Power IT Network)**

Appendix # 1

ALLEGHENY ENERGY SERVICE CORPORATION

NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2009, by and between **Allegheny Energy Service Corporation**, a Maryland corporation with offices at 800 Cabin Hill Drive, Greensburg, PA 15601, for itself and as agent for its parent and affiliates as set forth in Exhibit "A" attached hereto (the "AE Companies") and _____ a _____ corporation, ("_____").

WHEREAS, _____ has in its possession certain technical information, know-how and data of a confidential and proprietary nature (hereinafter referred to as "CONFIDENTIAL INFORMATION"), and

WHEREAS, AE Companies has in its possession certain confidential information, know-how and data of a confidential and proprietary nature, (hereinafter referred to as "CONFIDENTIAL INFORMATION"), and

WHEREAS, both _____ and AE Companies are prepared to disclose certain of this CONFIDENTIAL INFORMATION to the other party under the following conditions.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which hereby are expressly acknowledged, the parties intending to be bound hereby agree as follows:

1. "Confidential Information" includes any and all information disclosed by one party to the other pursuant to this Agreement in a writing marked "Confidential" or "Proprietary" or by any electronic or digitally based information including, without limitation, customer information, electronic (.wav) files of customer calls, or if communicated either verbally or visually, identified as "Confidential" or "Proprietary" at the time of communication. It is understood that the obligations imposed upon the parties by this Agreement shall not apply to information that at the time of disclosure or thereafter (i) was generally available to and known by the public, other than as a result of a disclosure by the receiving party or its representatives; or (ii) was generally available to the receiving party on a non confidential basis from a source other than the disclosing party or its representatives, provided that such source was not bound by a confidentiality agreement with the disclosing party; or (iii) the information was already known to the receiving party as evidenced by its written records and the disclosing party is promptly notified after receipt of the information; or (iv) the information is independently developed by or on behalf of the receiving party by individuals who did not directly or indirectly receive relevant Confidential Information of the disclosing party; or (v) is disclosed by the recipient party with the disclosing party's prior written approval; or (vi) pursuant to legal requirements as provided in paragraph 3.

2. For a period of five (5) years from the date first written above, each party shall maintain the confidentiality and prevent accidental or other loss of any Confidential Information of the other party with at least the same degree of care as it uses to protect its own Confidential Information but in no event with less than reasonable care to maintain the other party's Confidential Information in confidence and shall not itself use, except for the benefit of the disclosing party, or disclose the same to others without the prior written consent of the disclosing party. Each party shall immediately notify the other in the event of any loss or unauthorized disclosure of the Confidential Information of the other party.

3. Each party agrees that it will make available the other party's Confidential Information only on a "need to know" basis and that all contractors, consultants, agents or employees to whom such

Confidential Information is made available will be made aware of the strictly confidential nature of such Confidential Information and shall have entered into a written confidentiality agreement with the party making such re-disclosure. Without the prior written consent of the disclosing party, neither the receiving party, nor its representatives, will disclose Confidential Information to any third party, except as provided herein and as may be required by law, subpoena or other legal process. If either party shall be required to disclose any Confidential Information, it is agreed that, to the extent legally permitted, such party will provide the other party with prompt written notice of such request, so that the other party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that either party waives compliance with the provisions of this Agreement, each party agrees that it will furnish only that portion of Confidential Information and other information that is legally required and that it will cooperate with any efforts by the other party to obtain reliable assurance that confidential treatment will be accorded to that portion of Confidential Information that is being disclosed.

4. Each party agrees that it will not use in advertising, publicity or otherwise any trade name or trademark or any product, contraction, abbreviation or simulation thereof that is owned, to such party's knowledge by the other party or any subsidiary or affiliate of such other party without the owner's prior written consent.

5. By written demand, each party may require the other to cease using the Confidential Information, and at the party's option, either return the Confidential Information and all copies, notes or extracts thereof, to the party within seven (7) days of the demand or certify its destruction to the party.

6. No provisions of this Agreement shall be amended except by written consent of both parties, which consent shall specifically refer to this Agreement and explicitly make such amendment. Any consent or waiver of compliance with any provision of this Agreement shall be effective only if in writing and signed by the Party purported to be bound thereby, and then such consent or waiver shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder. Each party shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach of the provisions of this Agreement.

7. This Agreement, together with the Request for Proposal of Conservation Service Provider for Pennsylvania Act 129 compliance, constitutes the entire agreement and understanding between the parties as to Confidential Information concerning its subject matter. No representations have been made by either of the parties except as are specifically set forth herein. No rights or obligations other than those expressly recited herein are to be inferred from this Agreement.

8. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns, as the case may be. This Agreement shall survive and shall not be affected by any termination of any commercial relationship between the parties.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

11. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

12. Each party agrees that the Confidential Information is and shall remain the sole property of the disclosing party. Nothing in this Agreement shall be construed to grant either party any right,

interest or license in or under any patent, trademark, copyright, trade secret or other proprietary right or material owned by the other party, whether or not it is part of the Confidential Information.

13. All notices, requests, consents, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be (a) personally delivered (including by local or overnight courier), (b) sent by postage prepaid registered first-class mail or (c) transmitted by facsimile or other electronic means, and shall be deemed to have been duly given when received if received prior to 5:00 p.m. on a business day or on the next business day (if delivered after 5:00 p.m. or on a non-business day). Notice to either party shall be sent to its address as set forth above, or to such other address as a party hereto shall have given notice pursuant to this Section.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

GENERAL TERMS AND CONDITIONS

1. **BUYER:** Each company for which materials ordered herein are to be used or for which services ordered herein are to be performed shall be the Buyer of those materials or services. No Buyer shall be liable to Seller for any obligation of any other Buyer hereunder.
2. **OFFER, ACCEPTANCE AND AMENDMENTS:** This purchase order is an offer by Buyer to Seller, is not an acceptance of the terms and conditions of any offer made by Seller to Buyer, and any such offer is expressly rejected. Acceptance of this offer is expressly limited to its terms. Upon acceptance by Seller, this purchase order becomes the final agreement between Seller and Buyer, constituting the entire contract and superseding all previous communications either oral or written. This purchase order may be modified only by a writing signed by Buyer.
3. **RESPONSIBILITY:** Seller in its performance hereunder shall at all times be an independent contractor and responsible for all acts or omissions (negligent or otherwise) of its agents, employees and subcontractors. Personnel employed by or representing Seller on Buyer's premises shall be subject to the continuing approval of Buyer and any worker who is unsatisfactory shall be removed at the request of Buyer. Furthermore, all subcontractors employed by Seller shall be subject to Buyer's continuing approval. Seller alone shall be and remain liable and responsible for the manner and methods by which work is performed and for materials, working force and equipment, irrespective of whether or not any changes are made as a result of any comments received from Buyer.
4. **EMPLOYMENT STANDARDS:** Seller agrees, unless exempt, to comply with the Federal Acquisition Regulations System (FAR) including, but not limited to, solicitation provisions and contract clauses in the following implementation provisions which are hereby incorporated by reference: Equal Employment Opportunity (48 C.F.R. § 22.8), Special Disabled and Vietnam Era Veterans (48 C.F.R. § 22.13, 41 C.F.R. 60-260.4(m)), Employment of the Handicapped (48 C.F.R. § 22.14, 41 C.F.R. 60-741.4(f)), Small Business and Small Disadvantaged Business Concerns (48 C.F.R. § 19.000-19.002), Pollution Control and Clean Air and Water (48 C.F.R. § 23.1). Seller further agrees by its acceptance of this purchase order to make certifications and periodic reports required by the FAR, and the laws and Executive Orders implemented by those regulations.
5. **SMALL BUSINESS STANDARDS:** Pursuant to the Small Business Act as amended (15 U.S.C. § 631 et seq.) and Utilization of Small Business Concerns (48 C.F.R. § 19.000-19.002, and § 52.219-8), Seller agrees to use its best efforts to carry out the policy stated in the said Act as amended so that small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals as defined in the Act have the maximum practicable opportunity to compete for subcontracts to the fullest extent consistent with the efficient performance of the contract.
6. **SAFETY AND HEALTH:** Seller shall take all precautions necessary and shall be solely responsible for the safety of the work and the safety and adequacy of the manner and methods it employs in performing the work and shall not require any employees or representative performing hereunder to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to health or safety. Seller shall conduct the work in conformance with all applicable safety and health laws, ordinances, rules, regulations, orders and all other requirements including those promulgated pursuant to OSHA and by Buyer when on Buyer's premises.
7. **PERMITS, LICENSES AND COMPLIANCE WITH THE LAW:** Seller shall obtain all licenses and permits that may be required by any governmental body or agency necessary to conduct Seller's business or to perform hereunder. Seller, Seller's subcontractors, and employees, agents and representatives of each in performance of work hereunder shall comply with all applicable governmental laws, ordinances, rules, regulations, orders and all other governmental requirements.
8. **INSURANCE:** Prior to rendering any service hereunder, Seller shall, at its own expense, procure and thereafter keep in effect until service has been performed: (a) Workers' Compensation Insurance for its employees engaged in this work, sufficient to comply fully with requirements and coverages specified by laws of each jurisdiction in which work shall be performed; (b) Commercial General Liability Insurance providing limits of not less than \$3,000,000 combined single limit per occurrence for bodily injury and death and for property damage and including coverage for Contractual Liability, covering all liability of Seller under this purchase order and including Products-Completed Operations; (c) Comprehensive Automobile Liability Insurance (including owned, nonowned and hired vehicles), providing limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury and death and including property damage; (d) such other specific insurances and/or limits determined by Buyer to be appropriate for work to be performed. Seller shall cause Buyer to be added as an additional insured on the policies of insurance and furnish Buyer (Attention: Event Risk Manager) with certificates of insuring companies showing such insurance to be in effect and the expiration dates and agreeing to give thirty (30) days written notice to Buyer in advance of any change in or cancellation of such insurances.
9. **PROPRIETARY RIGHTS:** Seller shall defend, at its own expense, indemnify and hold harmless Buyer, Buyer's Agent and Buyer's Representative, and employees, agents and representatives of each against all costs and damages, including attorneys' fees, arising out of any action in which it is alleged that the materials or any use thereof constitutes a misappropriation or infringement of any patent, copyright, trade secret or any other proprietary rights. If Buyer, Buyer's Agent or Buyer's Representative is found to misappropriate or infringe in any use of the materials specified in this purchase order, Seller shall, at its own expense, either procure for Buyer, Buyer's Agent or Buyer's Representative the right to use the materials or alter or replace said materials with functionally equivalent materials that are acceptable to Buyer and pay all expenses sustained as a result of such alteration or replacement.
10. **PERFORMANCE:** Except as provided in Paragraph 11, if delivery of materials or rendering of services is not completed by the time specified in this purchase order, Buyer reserves the right, without liability and in addition to its other rights and remedies at law or in equity, to cancel all or any part of this purchase order by notice effective when received by Seller as to materials not yet shipped or services not yet rendered.
11. **DELAY:** If, by reason of uncontrollable forces as defined herein, Buyer or Seller shall be unable to perform any of its obligations in whole or in part, and if within ten days after the occurrence thereof the party affected gives written notice to the other, then the obligations of both parties shall be suspended to the extent made necessary by such occurrence. The term "uncontrollable forces" as used herein, includes, but is not limited to, acts of God, fires, floods, explosions, strikes and other labor disputes, governmental regulations, acts or omissions of governmental authority, unusually severe weather, inability to obtain necessary permits and licenses, inability of Buyer to obtain adequate financing or other economic impracticality.
12. **SUSPENSION:** Seller, upon written notice from Buyer, shall suspend or stop temporarily performance hereunder.
13. **TERMINATION WITHOUT CAUSE:** Buyer may terminate this purchase order without cause at any time in whole or in part by written notification to Seller. Upon receipt of notice of termination, Seller shall, unless notified otherwise, immediately discontinue the work terminated, cease delivery and ordering of materials, and make reasonable efforts to cancel existing orders, contracts and subcontracts relating thereto upon terms satisfactory to Buyer. After receipt of notice of termination, Seller shall continue to perform such work as necessary to preserve and protect material and work in progress or in transit until relinquishing possession and control of same as provided in the notice of termination. Upon compliance with a notice of termination, Seller shall be entitled to be compensated for actual costs incurred and a

Appendix #2

reasonable, gross profit rate for the actual costs incurred. Such termination shall be without prejudice to any claims which Buyer may have against Seller and this paragraph shall not apply if Buyer terminates for cause.

14. **TITLE AND RISK OF LOSS:** Title and risk of loss shall transfer from Seller to Buyer upon delivery of all materials ordered hereunder at the destination specified on the face of this purchase order. Every shipment and invoice shall be marked to show Buyer, Buyer's purchase order number and carrier by which the materials are to be shipped. Materials shipped C.O.D. without Buyer's written consent will not be accepted and will be at Seller's risk.
15. **TAXES:** Unless otherwise specified in this purchase order, the price of goods and services ordered herein shall not include any taxes and charges now or hereinafter imposed upon Seller by any federal, state or local government or any governmental agency of the United States or the government of any other country or subdivision thereof by reason of the agreement or performance by Seller hereunder. Buyer will execute and furnish to Seller Certificates of Exemption from state sales taxes upon request.
16. **PRICE INFORMATION:** Upon request, Seller shall provide Buyer with sufficient information relating to prices of materials and services to enable Buyer to comply with accounting regulations of the Federal Energy Regulatory Commission.
17. **PAYMENT:** Buyer shall make payment to Seller in accordance with the terms of this purchase order. Buyer reserves the right to retain 10% of the payments made on purchase orders for services as such payments are made hereunder. The 10% retained shall be paid to Seller when Buyer is satisfied that the interests of Buyer in the completed work have been protected. Such payment shall not be unreasonably withheld. No payment shall be evidence of satisfactory performance of this purchase order or shall be construed to be an acceptance of defective or nonconforming materials or services.
18. **RELEASES:** Seller shall give Buyer written notice of any claims, liens or encumbrances of any nature affecting or relating to the work to be performed hereunder. Buyer shall have the right prior to making final payment to Seller to require Seller to certify that no lien, claim or encumbrance related to the work is outstanding and to furnish releases from Seller's employees, subcontractors, suppliers and any other claimants in support thereof. If any lien is filed or Buyer receives any notice of a lien filed or to be filed to secure any claim arising out of any performance or omission in connection with the performance hereof, Seller shall, upon written demand by Buyer, promptly obtain and record a full release and discharge of such lien. If Seller fails to do so, Buyer may pay such claim from monies due or payable to Seller and obtain and record such release and discharge at Seller's expense.
19. **RIGHT TO AUDIT:** If the price stated in this purchase order is other than a firm price, Buyer shall have the right to inspect and audit all the books, records, correspondence, receipts, vouchers, and memoranda, etc., of Seller, Seller's subcontractors and other entity used by Seller in performing this purchase order. Seller, Seller's subcontractors and any other entity used by Seller in the performance of this purchase order shall preserve all such records for a period of two years after final payment hereunder. Seller shall provide for such right to audit by Buyer in all contracts with subcontractors and other entities relating to this purchase order.
20. **INSPECTION:** Buyer shall have the right from time to time to inspect the work in progress or completed at Seller's premises upon reasonable notice and on Buyer's premises without such notice. Any such inspection shall in no way relieve Seller of any of its obligations under this purchase order. Any such work disclosed by any such inspection not to be in conformity with the requirements of this purchase order shall, immediately following notification thereof, be corrected by Seller at Seller's expense. Seller shall provide safe access to such work and where necessary for such inspections shall provide scaffolds and ladders in place and such other equipment normal to conduct such inspections.
21. **ACCESS:** Personnel of Seller and subcontractors employed by Seller shall enter and exit Buyer's premises only by the special entrances designated from time to time by Buyer.
22. **WARRANTY:** In addition to, and not in limitation of, any other remedies provided herein or by law or in equity, Seller expressly warrants that the goods and/or services supplied hereunder will conform to Buyer's specifications in all respects and will be of good workmanship and quality, free from all defects (including defects in design and title) and fit for the purposes intended by Buyer. Upon failure of any of the materials and/or services supplied hereunder to conform to the above warranties, Seller shall, at Buyer's option and at no cost to Buyer, promptly repair or replace any item of material or correct or reperform any services so that they conform to the above warranties. The costs of transporting, repairing, replacing, removing or installing material to make materials and services comply with the above warranty shall be borne by Seller.
23. **INDEMNIFICATION:** To the fullest extent permitted by law and regardless of whether or not caused by the negligence of a party indemnified herein, Seller shall indemnify, save harmless and defend ("Indemnity Obligation") Buyer, Buyer's Agent, Buyer's Representatives and employees, agents, directors, officers and representatives of each, from all claims, losses, liabilities and expenses, including attorney's fees, growing out of personal injury, death or damage to property (including property of Buyer, Buyer's Agent or Buyer's Representative) arising out of or in any way connected with Seller or Seller's subcontractors, and employees, agents and representatives of each, performance or nonperformance hereunder (negligent or otherwise) suffered or claimed to have been suffered by any person (including anyone directly or indirectly employed by Seller or Seller's subcontractors), corporation or entity (including Buyer, Buyer's Agent, Buyer's Representative and employees, agents and representatives of each), unless due to the sole negligence of Buyer, Buyer's Agent, Buyer's Representative or employees, agents and representatives of each. Seller intends that its Indemnity Obligation to each party indemnified herein for claims related to or brought by anyone directly or indirectly employed by Seller or Seller's subcontractors shall not be limited in any way by any provision of any workers' compensation act, disability benefits act or other employee benefit act, and Seller hereby waives immunity under such acts to the extent such acts would bar recovery under, or full enforcement of, Seller's Indemnity Obligation.
24. **ASSIGNMENT:** No right or interest in this purchase order shall be assigned by Seller, and no delegation or subcontracting of any obligation of Seller hereunder shall be made without written permission of Buyer. Any attempted assignment, delegation or subcontracting without such approval shall be void.
25. **WAIVER:** Buyer's failure to insist on any right shall not operate as a waiver unless agreed to in writing by Buyer.
26. **CONFLICTS:** In the event of any conflict among the documents incorporated into this purchase order, Buyer's specifications and special terms shall prevail over Seller's proposal.
27. **VALIDITY:** In the event that any paragraph(s) or any part of these General Terms and Conditions shall be found to be contrary to law and invalid, all other paragraphs and the remaining part of any partially invalid paragraph shall be and remain in full force and effect and shall be binding upon the parties hereto.
28. **APPLICABLE LAW:** The validity, interpretation and performance of this purchase order shall be governed by the laws of the Commonwealth of Pennsylvania.

Appendix # 3

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| BACKGROUND INVESTIGATION REQUIREMENTS FOR NONEMPLOYEES <small>FORM 35-159 REV. 1</small> |  Allegheny Energy |
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NOTE: IF SELLER AND/OR ANY SELLER'S EMPLOYEES, INCLUDING ANY SUBCONTRACTORS, HAVE ACCESS TO BUYER'S PHYSICAL PROPERTY, COMPUTER NETWORK, OR OTHER PROPERTY OWNED OR LEASED BY BUYER BY USE OF CARD ACCESS, LAN ACCESS, OR KEY, THE FOLLOWING ATTACHMENT TITLED, "BACKGROUND INVESTIGATION REQUIREMENTS FOR NONEMPLOYEES," SHALL APPLY:

Background Investigation of Leased Employees – (Exception: Power Station contractors who supply workers during outages.) The Seller hereby agrees to conduct a thorough background investigation upon any employee, contractor and/or agent of the Seller whose services may be leased to Allegheny Energy. The aforesaid investigation shall determine any and all information of concern within the background of the prospective leased employee, contractor and/or agent, whether or not the information is available in public records. Additionally, the aforesaid background check shall investigate the prospective leased employee's, contractor's and/or agent's criminal records for the past seven (7) years using the social security number/address verification, a search of the federal district courts, and federal warrants and warrants, National Criminal Database Search (which includes criminal records for 41 states, a sex offender search for all 50 states, and an OFAC report), as well as a county criminal search. If driving is required as a part of the job duties, drivers' licenses and motor vehicle records will be investigated for the previous seven (7) years. The Seller shall not refer any prospective leased employee, contractor and/or agent to Allegheny Energy who has either failed or refused to submit to a background investigation. The Seller may employ the services of the investigative agency/credit agency or bureau of its choice, subject to Allegheny Energy's approval, so long as the agency(ies) selected is/are reputable and investigations comply with the Fair Credit Reporting Act. Background investigations are valid for 60 days from the date of investigation. Seller must submit to Allegheny Energy: (1) its procedures for background investigations; and (2) criteria that determine whether a worker has passed a background investigation.

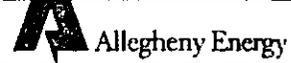
Pursuant to the requirements of NERC Cyber Security Standard CIP-004 – Personnel and Training, Requirement 3 – Personnel Risk Assessment, any leased worker granted unescorted physical access into an identified NERC physical security perimeter or cyber access through an identified NERC electronic security perimeter shall also require a seven (7) year updated background investigation that includes, at minimum, identity verification (Social Security Number verification in the U.S.) and seven year criminal check. Written certification, as described below, shall be provided to Allegheny Energy for the updated background check.

Drug Testing of Leased Employees – The Seller hereby agrees to conduct substance abuse testing on any employee, contractor and/or agent of the Seller whose services may be leased to Allegheny Energy using the chain-of-custody procedure specified by the U.S. Department of Health and Human Services. The sample is to be tested at a DHHS certified laboratory which uses #3545N SAP 10 #12 GC/MS substance abuse test. Forensic Drug Testing Custody and Control (10 Panel/TCH50) is completed at the collection site for substance abuse testing. Workers entering a position covered by Department of Transportation FHWA regulations 49CFR 40 are required to take a controlled substance test (NIDA5). A urine drug test resulting in a "Dilute" negative report will require the candidate to repeat the drug test. A second "Dilute" negative result in which there is no physiological or medical explanation for the dilute urine sample, will result in the candidate not being referred to Allegheny Energy for assignment. Substance abuse tests are not valid for more than 45 days after the date of testing.

Release From Liability – The Seller shall prepare a Release, and shall obtain a signature on the Release from every leased employee, contractor and/or agent. The Release shall contain language releasing Allegheny Energy, the Seller, the leased employee's, contractor's and/or agent's former employers, and any other persons from all liability for any damages or claims related to the background investigation and drug test, including but not limited to furnishing of the background information. Each such Release shall be retained by the Seller for a period of three years. If the investigation is performed by a consumer reporting agency, notices and disclosures must comply with the Fair Credit Reporting Act.

Costs – The costs associated with conducting the aforesaid background checks shall be borne by the Seller.

**BACKGROUND INVESTIGATION REQUIREMENTS
FOR NONEMPLOYEES**
FORM 35-159 REV. 1



Certification/Penalties/Audits – The Seller shall provide Allegheny Energy with written certification that must include: Name of leased worker, Seller name, and statements that (1) the leased employee, contractor and/or agent has undergone a background check and drug test as provided above; (2) the background investigation has not revealed any negative results or areas of concern; and (3) the drug test has not yielded a positive result for illegal drugs. The Seller's failure to submit the above-described certification for any leased employee, contractor and/or agent, shall, at Buyer's option, result in immediate termination of this Agreement, and further, the Seller may be permanently removed from Allegheny Energy's approved vendor lists. Any issues arising from background investigations shall be referred to Allegheny Energy's Human Resources office. Allegheny Energy reserves the right to conduct random audits to assure that the Seller has completed a background investigation and drug test on all leased employees, contractors and/or agents and that these background investigations and drug tests have resulted in favorable determinations.

Retroactivity – The provisions listed hereinabove shall be retroactive, and shall be applicable to all employees, contractors and/or agents of the Seller being leased to Allegheny Energy, even if they have already been assigned and are currently working on Allegheny Energy's premises, and regardless of whether or not they have previously performed services for Allegheny Energy. Sellers with existing contracts shall have up to 90 days to perform background investigations and drug tests and provide a statement certifying that they were satisfactorily completed for the workers currently assigned to Allegheny Energy.

Standards of Practice – Seller agrees that the services provided shall be in conformity with industry and professional standards of practice.

Training and Discipline – Seller agrees to be responsible for training and discipline of its employees and agrees that its employees, agents or subsidiaries shall adhere to Buyer's Code of Ethics and Standards of Business Conduct Rules. Seller is solely responsible for training its employees regarding Buyer's workplace policies including, but not limited to, sexual and workplace harassment, drug-free workplace, workplace violence and all applicable safety rules.

From: Origin ID: CVAA (724) 838-6738
John Munsch
Allegheny Power
800 Cabin Hill Drive

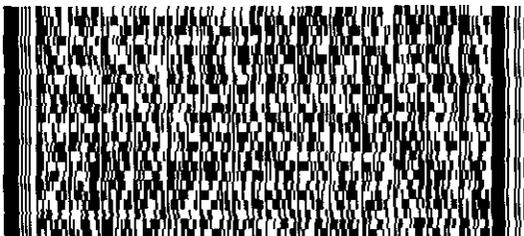
Greensburg, PA 15601



J18201106258225

SHIP TO: (724) 838-6738 BILL SENDER

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commiss
400 NORTH ST
COMMONWEALTH KEYSTONE BLDG
HARRISBURG, PA 17120



FOR UPS SHIPPING ONLY sdn

Ship Date: 23JUN10
ActWgt: 1.0 LB
CAD: 8924375/INET3060

Delivery Address Bar Code



Ref # 4001-100077-43000818
Invoice #
PO #
Dept #



TO: CHIAVETA, R. PUC (CHIAVETA)
Agency: PUC
Floor:
External Carrier: FedEx

6/24/2010 9:59:36 AM

THU - 24 JUN
PRIORITY OVERNIGHT

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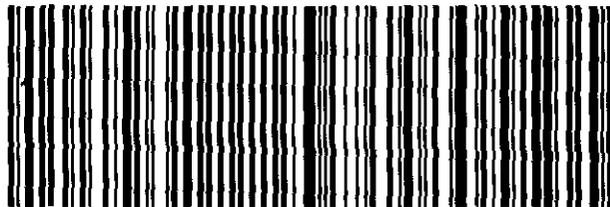


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