



Eckert Seamans Cherin & Mellott, LLC
213 Market Street - 8th Floor
Harrisburg, PA 17101

TEL 717 237 6000
FAX 717 237 6019
www.eckertseamans.com

Carl R. Shultz
717.255.3742
cshultz@eckertseamans.com

July 13, 2010

Via Hand Delivery

Rosemary Chiavetta, Secretary
PA Public Utility Commission
Commonwealth Keystone Bldg, 2nd Floor
400 North Street
Harrisburg, PA 17120

Re: PA Public Utility Commission v. Philadelphia Gas Works
Docket Nos. R-2009-2139884 and P-2009-2097639

Dear Secretary Chiavetta:

Pursuant to paragraph 19(a) of the Joint Petition for Settlement in the above-referenced matter, enclosed please find copies of the Philadelphia Gas Work's OPEB Trust Agreement. It should be noted that this Trust Agreement has already been reviewed by the statutory parties. Copies have been served on the active parties in accordance with the Paragraph 19(a) and the attached Certificate of Service.

Very truly yours,

Carl R. Shultz

CRS/lww

Enclosure

- cc: Hon. Charles Rainey, Esq. w/enc. (via Federal Express)
- Chairman James H. Cawley, w/enc.
- Vice Chairman Tyrone J. Christy, w/enc.
- Commissioner Wayne E. Gardner, w/enc.
- Commissioner Robert F. Powelson, w/enc.
- Commissioner John F. Coleman, w/enc.
- Cert. of Service w/enc.

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**PHILADELPHIA GAS WORKS
OPEB TRUST AGREEMENT**

This Trust Agreement is made effective the 13th day of July, 2010 by and between the Philadelphia Gas Works ("Settlor") and individuals designated below to serve as trustees (Trustees);

WHEREAS, Settlor is a public utility which consists of assets and real property owned by the City of Philadelphia ("City");

WHEREAS, Settlor has retiree benefits obligations with respect to certain current and retired employees and their beneficiaries ("Eligible Persons") that constitute "Other Post Employment Benefits" ("OPEB") under Governmental Accounting Standards Board Statement 45 ("GASB 45");

WHEREAS, the provision of OPEBs is an essential government function for purposes of Section 115(1) of the Internal Revenue Code of 1986 ("IRC");

WHEREAS, the projected actuarial cost of OPEB obligations is significantly reduced if funded through an appropriate vehicle such as an irrevocable trust;

WHEREAS, the Settlor has entered into a settlement agreement between Settlor and all parties to its rate proceeding before the Pennsylvania Public Utility Commission ("Commission") dated May 19, 2010 at R-2009-2139884 (such agreement and any subsequent amendment thereto referred to hereinafter as the "Settlement Agreement"), which Settlement Agreement will be reviewed and considered for approval by Order of the Commission ("Order"), under which Settlor agrees to make an initial contribution and subsequent contributions into an irrevocable trust for the purpose of funding its OPEB obligations;

WHEREAS Settlor wishes to establish an irrevocable trust to hold (i) contributions as made pursuant to the Settlement and Order; (ii) any additional contributions it may make at its discretion and (iii) any attributable earnings, with all such contributions and earnings to be exempt from Federal income tax pursuant to Section 115(1) of the IRC;

WHEREAS, Settlor wishes to assure that the assets of such trust are used for the exclusive purpose of funding OPEB obligations under all circumstances including any possible "Transaction" - for purposes of this Trust Agreement, including reorganization, lease, sale or other change in ownership or management of the Philadelphia Gas Works - involving a successor entity ("Successor") and

WHEREAS Settlor wishes to have this trust remain in effect for its stated purpose until all OPEB obligations have been satisfied.

NOW THEREFORE, the parties do hereby establish the Philadelphia Gas Works OPEB Trust ("Trust") and agree that the Trust shall be comprised, held and disposed of as follows:

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Section 1. Establishment of Trust.

1.1 The Trust hereby established shall be irrevocable.

1.2 The Trust is intended to be a grantor trust, of which the Settlor is the grantor, within the meaning of subpart E, part I, subchapter J, chapter 1, subtitle A of the Internal Revenue Code of 1986, as amended, and shall be construed accordingly.

1.3 Pursuant to the terms the Settlement Agreement and Order, or any subsequent Commission settlement agreements and/or orders, Settlor shall contribute to the Trust an initial amount for a limited duration in order to fund Settlor's Unfunded Accrued Amortized Liability with respect to its OPEB obligations.

1.4 Pursuant to the terms of the Settlement Agreement and Order, or any subsequent Commission settlement agreements and/or orders, Settlor shall contribute to the Trust an annual amount for the purpose of amortizing Settlor's Net OPEB obligation.

1.5 The timing, manner and amount of such contributions shall be made in accordance with the Settlement Agreement and Order and shall be adjusted to reflect the terms of any subsequent Order that supersedes the Settlement Agreement and Order.

1.6 In addition to contributions required by the Settlement Agreement and Order, Settlor shall make additional and/or subsequent contributions as it deems appropriate and necessary to fund its OPEB obligations.

1.7 Such contributions and any earnings thereon shall be held, invested, administered and disposed of by Trustees as provided in this Trust Agreement.

1.8 The contributions to the Trust, and any earnings thereon (collectively referred to as the "Trust Fund") shall be held separate and apart from other funds of the Settlor and the City. Trust Fund shall be used exclusively for the purpose of funding OPEB obligations and paying appropriate administrative costs and expenses associated with the establishment and maintenance of the Trust.

Section 2. Designation of and Acceptance by the Trustees

2.1 The following individuals to serve as the Trustees of the Trust:

- (i) Settlor's Chief Executive Officer (Chair),
- (ii) The City of Philadelphia Director of Finance;
- (iii) Settlor's chief finance officer (currently the Senior Vice President – Finance);
- (iv) Settlor's chief administrative officer (currently the Senior Vice President - Administration); and

(v) Chair of the Finance Committee of the Philadelphia Facilities Management Corporation Board (or any successor entity responsible for the management of Settlor).

2.2 Each Trustee shall serve in such position by virtue of occupying the position identified in Section 2.1 and shall be replaced by any acting or permanent successor in such position. Any Trustee that is not an officer of Settler may authorize a designatee to serve as Trustee in his or her stead.

2.3 The Trustees accept the Trust created under this Trust Agreement on the terms and subject to the provisions set forth herein, and agree to discharge and perform fully and faithfully all of the duties and obligations imposed upon it under this Trust Agreement. The Trustees shall adopt necessary and appropriate procedures for the conduct of their meetings, voting, designees, execution of documents and binding authorizations.

Section 3. Duties and Powers of the Trustees with Respect to Investments

3.1 The Trustees shall invest and reinvest the principal and income of the Trust assets and keep the Trust assets invested, without distinction between principal and income, in any property, whether real, personal or mixed, and wherever situate and whether or not productive of income, including, without limitation, capital, common and preferred stocks and personal, corporate and governmental or other obligations, whether secured or unsecured, and including any collective or part interest therein; mortgages, leaseholds, fees and other interests in realty; oil, gas or mineral properties and rights, royalties, payments or other interests in such properties; contracts, trust and participation certificates or other evidences of ownership, part ownership or part interest.

3.2 The Trustees, in their discretion, may keep such portion of the Trust assets in cash or cash balances or hold such portion in savings accounts, certificates of deposit, and other types of time or demand deposits with any financial institution, as the Trustees may from time to time deem to be in the best interests of the Trust Fund. However, all such deposits shall bear a market rate of interest.

3.3 The Trustees may employ external investment managers ("Managers") and shall permit said Managers investment discretion in the purchase and sale of assets in the Trust, in accordance with the Trustees' investment policy. At no time during the term of the Trust will Trust assets be held directly by a Manager.

3.4 All assets comprising the Trust Fund shall be held by a "qualified custodian" ("Custodian") as that term is defined in Rule 206(4)-2(d)(6) under the Investment Advisers Act of 1940, as amended, 17 C.F.R. § 275.206(4)-2(c)(4), or any successor provision, which shall maintain such assets in a separate account or accounts under the Trust's name and for the benefit of the Trust, and which shall provide to the Trustees information on Trust holdings and transactions as determined by the Trustees.

3.5 The Trustees shall be relieved of all responsibility for investment or failure to invest that portion of the Trust assets subject to investment direction by any Manager during the period of appointment of such investment Manager, except that the Trustees may, but

shall not be required to, invest and reinvest cash in U.S. Treasury bills, commercial paper, or other short-term investments pending receipt of directions as to the disposition of such cash. The Trustees shall not have a duty to recommend the sale, retention or other disposition of any asset purchased or retained at the direction of any Manager, nor shall the Trustees have any personal liability or responsibility for any loss to or depreciation of the Trust assets occasioned by reason of the purchase, sale, or retention of any asset in accordance with the direction of any Manager, or by reason of not having sold such assets so purchased or retained in the absence of any direction from an investment manager to make such sale. No terms or condition of any agreement between the Trustees and investment manager shall contradict the terms and conditions of this Trust Agreement.

3.6 The Trustees shall execute the duties and powers of this Section 3 in a manner consistent with guidelines for municipalities investments set forth in 20 Pa. C.S. §§ 7302-7319. The above notwithstanding, in the event of a Transaction in which the Successor is a non-governmental entity, the Trustees shall continue to comply with its fiduciary duties as set forth in this Section 3 except to the extent that such fiduciary duties are preempted by the Employee Retirement Income Security Act ("ERISA").

Section 4. Limitation on Use of Funds

4.1 No part of the corpus or income of the Trust Fund shall be recoverable by the Settlor or any Successor nor be used for any purpose other than for the exclusive purpose of providing OPEBs to Eligible Persons and their beneficiaries prior to the satisfaction of all OPEB obligations provided, however, that nothing in this Article IV shall be deemed to limit or otherwise prevent (a) the payment from the Trust Fund of expenses and other charges as provided in Section 6 of this Trust Agreement, (b) the return of contributions made as a result of a mistake of fact, or (c) the return of contributions which were contingent on being tax deductible, and whose deductibility was denied.

4.2 Notwithstanding any other provisions herein contained, if any contribution is made by a mistake of fact, such contribution shall be returned, without liability, to Settlor within one year after the payment of such contribution.

Section 5. Additional Powers and Duties of the Trustees

5.1 Subject to, and limited by, all laws applicable to the Settlor, the Trustees shall have the following additional powers and authority with respect to all property constituting a part of the Trust Fund:

(a) To sell, exchange or transfer any such property at public or private sale for cash or on credit and grant options for the purchase or exchange thereof.

(b) To participate in any plan or reorganization, consolidation, merger, combination, liquidation or other similar plan relating to any such property, and to consent to or oppose any such plan or any action there under, or any contract, lease, mortgage, purchase, sale or other action by any corporation or other entity.

(c) To deposit any such property with any protective, reorganization or similar committee; to delegate discretionary power to any such committee; and to pay part of the expenses and compensation of any such committee and any assessments levied with respect to any property so deposited.

(d) To exercise any conversion privilege or subscription right available in connection with any such property; to oppose or to consent to the reorganization, consolidation, merger or readjustment of the finances of any corporation, company or association, or to the sale, mortgage, pledge or lease of the property of any corporation, company or association any of the securities of which may at any time be held in the Trust Fund, and to do any act with reference thereto, including the exercise of options, the making of agreements or subscriptions and the payment of expenses, assessments or subscriptions, which may be deemed necessary or advisable in connection therewith, and to hold and retain any securities or other property which it may so acquire.

(e) To commence or defend suits or legal proceedings and to represent the Trust in all suits or legal proceedings; to settle, compromise or submit to arbitration, any claims, debts or damages, due or owing to or from the Trust, provided that the Trustees shall obtain the written consent of the Settlor before settling, compromising or submitting to binding arbitration any claim or proceeding of any nature.

(f) To exercise, personally or by general limited power of attorney, any right, including the right to vote, appurtenant to any securities or other such property.

(g) To engage any legal counsel, including counsel to the Settlor and any other suitable agents, to consult with such counsel or agents with respect to the construction of this Trust Agreement, the duties of the Trustees hereunder, or any act which the Trustees propose to take or omit, to rely upon the advice of such counsel or agents, and to pay their reasonable fees, expenses and compensation.

(h) To register any securities held by it in its own name or in the name of a nominee of the Trustees or any custodian of such property, including the nominee of any system for the central handling of securities, with or without the addition of words indicating that such securities are held in a fiduciary capacity, to deposit or arrange for the deposit of any such securities with such a system.

(i) To pay premiums on an annuity or other contract or policy with an insurance company or companies to provide OPEBs.

(j) To make, execute and deliver, as Trustees, any and all deeds, leases, notes, bonds, guarantees, mortgages, conveyances, contracts, waivers, releases or other instruments in writing necessary or proper for the accomplishment of any of the foregoing powers.

(k) To select a bank or other financial institution to hold the assets of the Trust Fund as custodian thereof.

(l) To extend authorization for the purposes of administering and allocating earnings of assets of the Trust Fund invested by the Trustees.

5.2 Trustees shall execute the duties and powers of this Section 5 in a manner consistent with the duties and powers of trustees set forth in 20 Pa. C.S. §§ 7771-7780. The above notwithstanding, in the event of a Transaction in which the Successor is a non-governmental entity, the Trustees shall continue to comply with their fiduciary duties as set forth in this Section 5 except to the extent that such fiduciary duties are preempted by the fiduciary provisions of ERISA.

Section 6. Trust Expenses

Any reasonable expenses incurred by the Trustees in the performance of their duties under this Trust Agreement, including fees for legal services rendered to the Trustees or the Trust, brokerage commissions and fees for custodial and investment advisory services shall be paid from the Trust Fund. No Trustee shall receive compensation in any form for specific services rendered as a Trustee.

Section 7. Administration and Records

7.1 The Trustees shall cause to be kept accurate and detailed accounts of any investments, receipts, disbursements and other transactions hereunder, including reports of investments and transactions furnished to the Trustees by any designated investment managers, and all accounts, books and records relating thereto shall be open to inspection and audit at all reasonable times by any person designated by the Settlor. All such accounts, books and records shall be preserved (in original form, or on microfilm, magnetic tape or any other similar process) for such period as may be required by law and in accordance with Settlor's record retention policy.

7.2 Trustees shall file with the Settlor quarterly reports and annual summaries of all Trust activity in accordance with the terms of the Settlement Agreement and Order. The respective reports shall include all investments, receipts, disbursements and other transactions effectuated by it during such period including a description of all investments and securities purchased and sold with the cost or net proceeds of such purchases or sales and showing all cash, securities and other property held at the end of such period. The Trustees shall continue to file such reports with Settlor after the initial period proscribed in the Settlement Agreement and Order.

7.3 Upon written request of its chief executive officer or chief finance officer, the Trustees shall permit Settlor or its designate to have access during ordinary business hours to such records as may be necessary to audit the Trustee's accounts.

7.4 As of the last day of each fiscal year of the Settlor, the cost and fair market value of the assets held in the Trust Fund shall be determined. The Trustee shall file with the Settlor the written determination of such cost and fair market value of the assets held in the Trust Fund.

7.5 Nothing contained in this Trust Agreement shall be construed as depriving the Trustees or the Settlor of the right to have a judicial settlement of the Trustees' accounts, and upon any proceeding for a judicial settlement of the Trustees' accounts or for instructions the only necessary party thereto in addition to the Trustees shall be the Settlor.

7.6 In addition to any returns required of the Trustees by law, the Trustees shall prepare and file such reports and other filings as the Settlor and the Trustees may from time to time agree.

Section 8. Termination

8.1 The Trust shall continue for such time as may be necessary to accomplish the purpose for which it was created and shall not be terminated prior to the satisfaction of all OPEB obligations funded hereunder. Upon receipt by the Trustees of such notice of termination of the Trust, the Trustees shall, with reasonable promptness after receipt of such notice, arrange for the orderly distribution of the Trust property in accordance with the written instructions of the Settlor (or the Successor if applicable). Until all assets have been distributed by the Trustees in accordance with any such written instructions, the Trust Agreement, including all rights, titles, powers, duties, discretions and immunities imposed on or reserved to the Trustees and any investment managers, nevertheless shall continue in effect. The Trust shall terminate when all such payments are made.

8.2 If OPEB obligations are otherwise satisfied with respect to a group of Eligible Persons, the portion of the Trust Fund attributable to such group shall be held and disposed of in accordance with the written instructions of the Settlor (or Successor if applicable).

8.3 Notwithstanding the foregoing, if, upon termination, and after satisfaction of all OPEB obligations, there is a surplus in the Trust Fund, the surplus shall be credited to the ratepayers of the Settlor (or its Successor if applicable), absent an order of the Commission directing some other disposition. After making these distributions, the Trustees shall have no further liability. The powers of the Trustees under this Trust Agreement shall continue as long as any assets of the Trust remain under their control.

Section 9. Amendments

9.1 Subject to the limitations of this Section 9 and the Settlement Agreement and Order, the Settlor may at any time and from time to time amend or modify, in whole or in part and without the consent of any Eligible Person, any or all of the provisions of this Trust Agreement by instrument in writing.

9.2 The Settlor shall execute such supplements to, or amendments of, this Trust Agreement as shall be necessary to give effect to any such amendment or modification.

9.3 Notwithstanding anything contained in this Section 9 to the contrary, no amendment shall divert any part of the Trust Fund to, and no part of the Trust Fund shall be used for, any purpose other than for the exclusive purpose of providing benefits to Eligible Persons

and their beneficiaries prior to the satisfaction of all OPEB obligations, provided, however, that nothing in this Section 9.3 shall be deemed to limit or otherwise prevent the payment from the Trust Fund of expenses and other charges as provided in Section 6 above, or the return of certain contributions to the Settlor in accordance with Section 4.

9.4 In the event of a Transaction in which the Successor is non-governmental entity, this Trust may be amended by the Successor as appropriate in order to comply with applicable laws. Specifically, Successor shall be permitted to make any amendment deemed necessary to retain the tax-exempt or tax-preferred status of the Trust Fund under the IRC. The above notwithstanding, in no event shall any amendment provide for the termination of this Trust, diversion or alienation of Trust Funds or otherwise permit the Trust Funds to be used for any purpose other than the satisfaction of OPEB obligations until all OPEB obligations have been satisfied.

9.5 In no event may Settlor, or any Successor, amend this Trust Agreement to remove or otherwise replace the City's Director of Finance (or the designee thereof) as a Trustee of the Trust absent the expressed written consent of the Director of Finance.

Section 10. Limitation of Trustees' Powers and Liabilities

10.1 The provisions of Sections 10.2 through 10.5 below shall govern notwithstanding anything contained in this Trust Agreement to the contrary.

10.2 The Trustees acknowledge that they are fiduciaries as defined in 20 Pa. C.S. § 7301 with respect to investment, management and control of the assets of the Trust Fund, but nothing contained herein shall cause the Trustees to incur any greater liability for its acts or omissions occurring prior to the effective date hereof than it might have had under the documents and laws governing at the time of such occurrences. The Trustees shall discharge all of their duties and exercise all of its powers hereunder (i) solely in the interest of the Eligible Persons and their beneficiaries, (ii) for the exclusive purpose of providing OPEBs to such Eligible Persons and defraying reasonable expenses of administering the Trust, (iii) with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man who is familiar with such matters would use in discharging such duties and exercising such powers.

10.3 The Settlor shall keep the Trustees informed of any requirements and objectives (including, without limitation, any interest rate assumptions) that may be pertinent to the Trustees' investment of the Trust Fund by communicating such requirements and objectives in writing to the Trustees. The Trustees shall establish investment guidelines as part of their fiduciary responsibilities consistent with applicable investment and liquidity needs. The Trustees shall be protected in acting upon or complying with such requirements, objectives and guidelines. The Trustees shall report regularly (no less frequently than quarterly and no more frequently than monthly), as directed by the Settlor with respect to the investment results achieved under the Trust Fund.

10.4 The Trustees shall not be responsible for the administration of OPEBs or the adequacy of funding of the Trust Fund to meet and discharge OPEB obligations. The

Trustees shall not be responsible for any failure of the Settlor to discharge any of its respective responsibilities nor be required to enforce payment of any contributions to the Trust Fund.

10.5 The Trustees shall not be responsible for the acts or omissions of the designated investment managers in regard to the investment and management activities of such investment managers, including the content or accuracy of any reports or information furnished by such investment managers, except to the extent that the Trustees is actually aware that such acts or omissions conflict with this Agreement or the requirements or the objectives and guidelines established by the Settlor.

10.6 The above notwithstanding, in the event of a Transaction in which the Successor is a non-governmental entity, the Trustees acknowledges that they shall continue to perform their fiduciary duties as set forth above except and to the extent that such fiduciary duties are preempted by the fiduciary provisions of ERISA.

Section 11. Miscellaneous Provisions

11.1 This Trust Agreement shall be binding upon the Settlor, Trustees, investment managers, and their successors, and on all Eligible Persons and their respective heirs and legal representatives.

11.2 Any duty, obligation, right or responsibility of the Settlor under this Trust Agreement shall be executed pursuant to the directive of the Chief Executive Officer of the Settlor.

11.3 This Trust shall operate consistent with the terms of the Settlement Agreement and Order and any subsequent order that supersedes the Order approving the Settlement Agreement.

11.4 Except as provided in Section 11.6, the Settlor assume no obligation or responsibility for any act or omission of the Trustees hereunder. No personal liability whatsoever shall attach to or be incurred by any employee, officer or director of the Settlor, as such, under or by reason of the terms or conditions contained in or implied from this Trust Agreement.

11.5 The Trustees assume no obligation or responsibility with respect to any action required by this Trust Agreement on the part of the Settlor.

11.6 The Settlor shall indemnify and hold harmless the Trustees from and against any and all personal liability to which the Trustees may be subjected by reason of any action taken or omitted in good faith in the administration of this Trust Agreement.

11.7 Titles to the Sections of this Trust Agreement are included for convenience only and shall not control the meaning or interpretation of any provision of this Trust Agreement.

11.8 This Trust Agreement and the Trust established hereunder shall be governed by and construed, enforced, and administered in accordance with the laws of the

Commonwealth of Pennsylvania, including, but not limited to the Pennsylvania Uniform Trust Act to the extent applicable, and the Trustees shall be liable to account only in the courts of that state with proper venue agreed to lie solely within the City of Philadelphia.

11.9 In the event of a Transaction in which the Successor is a non-governmental entity, this Trust Agreement and the Trust shall be governed by and construed, enforced, and administered in accordance with the laws of the Commonwealth of Pennsylvania and ERISA to the extent applicable.

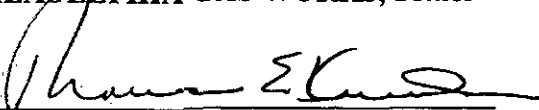
11.10 This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original although the others shall not be produced.

11.11 If any provision of this Trust Agreement is held to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of this Trust Agreement, and they shall be construed and enforced as if such illegal or invalid provision had never been inserted therein.

Section 12. Effective Date


The effective date of this Trust Agreement shall be July 13, 2010.

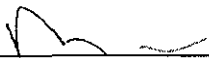
PHILADELPHIA GAS WORKS, Settlor

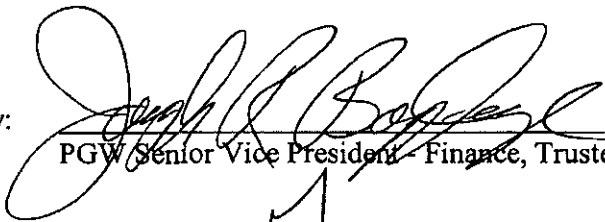
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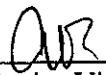
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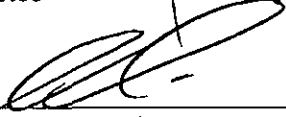
THE FOLLOWING CONSENT TO THE TERMS AND CONDITIONS OF THIS TRUST AGREEMENT AND AGREE TO BE BOUND THEREUNDER.

By:  Date: 7-7-10
PGW Chief Executive Officer (Chair), Trustee

By:  Date: 7/12/10
City of Philadelphia Director of Finance,
Trustee

By:  Date: 7/9/10
PGW Senior Vice President - Finance, Trustee

By:  Date: 7-7-10
PGW Senior Vice President - Administration,
Trustee

By:  Date: 7/13/10
PFMC Chair of Finance Committee, Trustee

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true and correct copy of PGW's OPEB trust Agreement upon the participants listed below in accordance with the requirements of § 1.54 (relating to service by a participant):

VIA E-MAIL & FIRST CLASS MAIL

Richard A. Kanaskie, Esq.
Office of Trial Staff
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265
E-mail: rkanaskie@state.pa.us

William R. Lloyd, Jr., Esq.
Sharon Webb, Esq.
Lauren Lepkowski, Esq.
Office of Small Business Advocate
Commerce Building, Suite 1102
300 North 2nd Street
Harrisburg, PA 17101
E-mail: willoyd@state.pa.us
swebb@state.pa.us
lepkoski@state.pa.us

Darryl Lawrence, Esq.
Jennedy S. Johnson, Esq.
Office of Consumer Advocate
5th Floor, Forum Place Bldg.
555 Walnut Street
Harrisburg, PA 17101-1921
E-mail: dlawrence@paoca.org
jjohnson@paoca.org

Adam H. Cutler, Esq.
Public Interest Law Center of Philadelphia
1709 Benjamin Franklin Parkway, 2nd Fl.
Philadelphia, PA 19103
acutler@pilcop.org

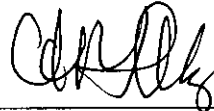
Philip Bertocci, Esq.
Thu Tran, Esq.
Community Legal Services
1424 Chestnut Street
Philadelphia, PA 19102
Fax: (215) 981-0434
E-mail: pbertocci@clsphila.org
ttran@clsphila.org

Charis Mincavage, Esq.
Barry Naum, Esq.
Carl J. Zwick, Esq.
McNees Wallace Nurick
100 Pine Street
PO Box 1166
Harrisburg, PA 17108-1166
cmincavage@mwn.com
bnaum@mwn.com
czwick@mwn.com

Philip L. Hinerman, Esq.
Jill Guldin, Esq.
Robert Clothier, Esq.
Fox Rothschild LP
2000 Market St., 10th Fl.
Philadelphia, PA 19103-3291
phinerman@foxrothschild.com
jguldin@foxrothschild.com
rclothier@foxrothschild.com

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SECRETARY'S BUREAU
PA PUBLIC UTILITY COMMISSION

John F. Povilaitis, Esq.
Matthew A. Totino, Esq.
Ryan Russell Ogden & Seltzer P.C.
800 N. Third St., Suite 101
Harrisburg, PA 17102-2025
jpovilaitis@ryanrussell.com
mtotino@ryanrussell.com



Carl R. Shultz, Esq.

Dated: July 13, 2010