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Kathy J. Kolich
Senior Corporate Counsel

September 30, 2011

VIA OVERNIGHT FEDERAL EXPRESS

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

RECEIVED

SEP 30 2011

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Re: West Penn Power Company Conservation Service Provider Contract
Docket No. M-2009-2093218**

Dear Secretary Chiavetta:

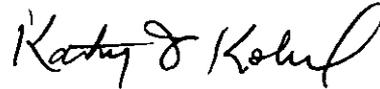
Pursuant to the September 14, 2011 letter received from Assistant Counsel Patricia T. Wiedt, enclosed please find the amended/supplemental CSP contract filing between FirstEnergy Service Company ("FirstEnergy") (on behalf of West Penn Power Company) ("Company") and Honeywell International, Inc. ("Honeywell") to provide services for the Company's approved Act 129 Energy Efficiency and Conservation programs for residential customers including the Energy Star Products Program, the Home Performance (Walk through Audit and Whole Building Comprehensive) Program, the HVAC Program and the CFL Program.

In that correspondence, Ms. Wiedt indicated that the Company needed to add four items to its CSP contract in order for this Agreement to be approved. The omission of those terms was an oversight. As a supplement, we have enclosed a signed copy of the Supplemental Terms and Conditions for Contracts with Conservation Service Providers, which is the same supplement as filed in the Company's CSP Contract Filing with Power Direct on April 20, 2011 (corrected on April 28, 2011) and approved by the Commission on May 4, 2011.

The Company recognizes that Commission staff has 45 days from filing to review and approve the enclosed Agreement in accordance with the Commission's Act 129 Implementation Order. However, to the extent possible, the Company respectfully requests an expedited review and approval of this contract so that the program can be implemented immediately.

Please date stamp the additional copy of this cover letter and return it to me in the enclosed, postage-prepaid envelope. Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,



Kathy J. Kolich

Enclosures

cc: Patricia T. Wiedt, Assistant Counsel
Anthony J. Rametta, Bureau of Fixed Utility Services
Paul Diskin, Bureau of Conservation, Economics and Energy Planning
Kriss E. Brown, Law Bureau
Johnnie E. Simms, Office of Trial Staff (cover letter only)
William R. Lloyd, Office of Small Business Advocate (cover letter only)
Irwin A. Popowsky, Office of Consumer Advocate (cover letter only)

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SUPPLEMENTAL TERMS AND CONDITIONS
FOR CONTRACTS WITH CONSERVATION SERVICE PROVIDERS ("CSPs")

NON-AFFILIATION

The CSP represents that it is not an affiliate of any Electric Distribution Company ("EDC") in the Commonwealth of Pennsylvania, including FirstEnergy's EDCs Pennsylvania Power Company, Metropolitan Edison Company, or Pennsylvania Electric Company.

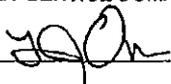
MERGER

If CSP should merge with a Pennsylvania EDC or otherwise restructure in such a manner as to provide any such EDC with a direct or indirect ownership interest in CSP, then CSP shall immediately notify Purchaser of any such transaction as soon as the law permits. CSP acknowledges that in such an event, this Agreement shall automatically terminate and CSP shall be liable for any and all reasonable costs incurred by Purchaser to replace CSP with a comparable vendor. This remedy shall be in addition to any and all other legal or equitable remedies available to Purchaser.

CSP REGISTRATION

CSP represents and warrants that it has complied with any and all filings required by law, including without limitation, any registration requirements of the Pennsylvania Public Utility Commission that are necessary to become a registered CSP. CSP further represents and warrants that it will maintain such registration in good standing throughout the term of this Agreement. CSP shall provide Purchaser with proof of valid registration or any renewals thereof. CSP acknowledges that the failure to maintain valid registration shall constitute a breach of this Agreement. In such an event, CSP shall be liable to Purchaser for any and all reasonable costs incurred by Purchaser to replace CSP with a comparable vendor. This remedy shall be in addition to any and all other legal or equitable remedies available to Purchaser.

FIRSTENERGY SERVICE COMPANY

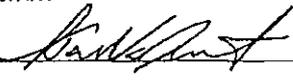
Signed 

By T.J. Orr

Title Buyer

Date Sept. 26, 2011

CONSULTANT

Signed 

By Stan VanDernoot

Title Senior Contracts Manager

Date September 26, 2011

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**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

From: (330) 761-2352
 Carrie M. Dunn
 FirstEnergy Corp
 76 S. Main St

Origin ID: CAKA



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Akron, OH 44308

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Rosemary Chiavetta, Secretary
 PA Public Utility Commission
 400 NORTH ST FL 2

Ref # 560600/503001/503001
 Invoice # M-2009-2093218
 PO # Honeywell
 Dept # Legal - CMD/KJK

HARRISBURG, PA 17120

MON - 03 OCT A1
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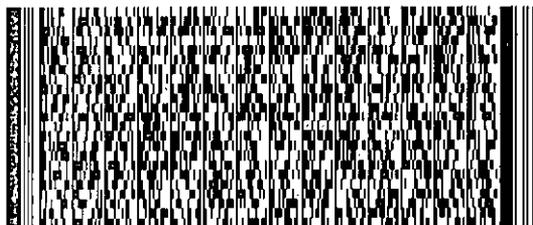
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