

Skadden, Arps, Slate, Meagher & Flom LLP

1440 NEW YORK AVENUE, N.W.
WASHINGTON, D.C. 20005-2111

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(202) 371-7000
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<http://www.skadden.com>

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DIRECT DIAL
202-371-7049
DIRECT FAX
202-371-7914
EMAIL ADDRESS
kbarron@skadden.com

November 29, 2000

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P.A.U.C.
SECRETARY'S BUREAU

Mr. James J. McNulty
Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

Re: Duquesne Light Company Petition for Approval of
Plan for Post-Transition Period POLR Service, Docket
No. R-00974104

Dear Mr. McNulty:

Enclosed for filing is an original and three copies of a Joint Petition for Settlement of Duquesne Light Company's Petition for Approval of Plan for Post-Transition Period POLR Service.

Thank you for your assistance in this matter.

Sincerely,

Kathleen L. Barrón

Kathleen L. Barrón
Counsel to Duquesne Light Company

cc: All Parties per Certificate of Service

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**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

PENNSYLVANIA PUBLIC UTILITY	:	
COMMISSION	:	
	:	
v.	:	Docket No. R-0974104
	:	
DUQUESNE LIGHT COMPANY	:	
Petition for Approval of Plan for	:	
Post-Transition Period POLR Service	:	

JOINT PETITION FOR SETTLEMENT

This Joint Petition for Settlement ("Joint Petition") is submitted by the following parties in the above-captioned proceeding: Duquesne Light Company ("Duquesne"), the Office of Trial Staff ("OTS"), the Office of Consumer Advocate ("OCA"), the Office of Small Business Advocate ("OSBA"), Citizen Power, Inc. ("Citizen Power"), the Duquesne Industrial Intervenors ("DII")¹, Enron Energy Services, Inc. ("Enron"), and Dominion Retail (collectively, the "Joint Petitioners")²

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¹ Members of DII for purposes of this proceeding are U.S. Steel Corporation and J & L Specialty Steel Corporation.

² PPL Electric Utilities Corporation, West Penn Power Company d.b.a Allegheny Power, Allegheny Energy Supply Company LLC, and PECO Energy Company separately and individually intervened in this proceeding and attended meetings of the Commission-sponsored collaborative. The four intervenors participated in the collaborative for monitoring purposes only and neither support nor oppose the Settlement Agreement.

**DOCUMENT
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The terms and conditions set forth in this Joint Petition represent a comprehensive settlement (“Settlement”) among the parties of the issues pertaining to Duquesne’s Petition for Approval of Plan for Post-Transition Period POLR Service (“POLR II Petition”). The Joint Petitioners request that the Commission approve the Settlement without modification as proposed herein. In support of their request, the Joint Petitioners state as follows:

I. SUMMARY OF SETTLEMENT

The Joint Petitioners have agreed to the proposed settlement terms and conditions set forth in this document as a means to resolve, finally and equitably, all issues arising from the POLR II Petition. In particular, the Joint Petitioners have agreed to terms and conditions that fairly balance the interests of all parties affected by the POLR II Petition.

Beginning on the date that the competitive transition charge (“CTC”) expires for each rate class, total POLR II rates will be reduced 17% on a system-wide average basis. Residential POLR II customers will receive a 21% rate reduction compared to total POLR I rates. Duquesne will be permitted to retain the margin on POLR II generation rates as requested in the POLR II Petition.

Duquesne's existing transmission and distribution rates will be capped through December 31, 2003. Duquesne's distribution rates may be adjusted by the Commission upon adjudication of a complaint alleging overearning by Duquesne. Any adjustment due to overearnings will be made consistent with agreed upon rules so as not to inhibit competition in Duquesne's service territory.

Duquesne agrees to expand its universal service programs by (a) continuing to fund its Low Income Usage Reduction Program ("LIURP") in 2003 and 2004 at an annual level of \$1,750,000; (b) making a special contribution in the amount of \$950,000 to its LIURP for each of the years of 2002, 2003 and 2004; and (c) changing its Customer Assistance Program ("CAP") fund eligibility criteria to exactly match the definitions of "low-income customer" and "payment troubled" found at 52 Pa. Code §54.72. Duquesne will also provide notice of the eligibility for and the benefits of participation in its universal service programs through a new bill insert and through its Cold Weather Survey.

To promote competition, Duquesne agrees to provide to EGSs, for all customers who have authorized the release of their information, the most recent available twelve individual months of historical monthly electric usage and billed demand. Until January 1, 2005, Duquesne agrees not to

market, advertise or promote its POLR I or POLR II service or otherwise to engage in advertising that discourages customer participation in the competitive market. Duquesne will also distribute to all its residential customers copies of the OCA's "Shopping Guide" that shows the prices, relative to Duquesne's price to compare, being offered by competitive suppliers.

Duquesne will provide a neutral report to the Commission, served on all Joint Petitioners, by December 31, 2002 evaluating the existing wholesale market in its service territory. After January 1, 2003, any party may file a petition with the Commission seeking approval of a market-based program for commercial and industrial customers for implementation in 2004.

Duquesne will negotiate a memorandum of understanding with PJM Interconnection, L.L.C. similar to the agreement executed between Allegheny Energy, Inc. and PJM. If successful, these negotiations may lead to the establishment of PJM West. With prior Commission approval, these negotiations may be terminated on the basis of conflicting rules of different Regional Transmission Groups ("RTOs") regarding the use of the POLR supplier's generating assets or the imposition of material increased costs.

As part of this comprehensive Settlement, the Joint Petitioners have agreed to address the return of customers to POLR I and POLR II

service. These rules take effect January 1, 2001 for customers that have taken service from an EGS and are returning to POLR I or POLR II service.

The Joint Petitioners agree that they shall not initiate or join in any court challenge that would preclude or prevent implementation of this settlement or any of its terms or any order approving the settlement.

II. BACKGROUND

On April 13, 2000, the Commission in its Opinion and Order at Docket No. A-00110150F0023 (Auction Order) directed Duquesne to “continue its collaboration with interested parties on the proper form of POLR II and submit a proposal to the Commission by July 1, 2000.” Duquesne and the stakeholders conducted numerous meetings over a six-month period, prior to this filing.

On June 30, 2000, Duquesne submitted a proposal addressing its Provider of Last Resort (POLR) obligation during the period between the completion of the Company’s transition period and December 31, 2004. Duquesne requested that the Commission grant approval of its proposal by September 1, 2000. By this POLR II Petition, Duquesne proposed the rates, terms and conditions applicable to the provision of POLR service by

Duquesne during the period between the completion of Duquesne's recovery of stranded costs and December 31, 2004.

Answers to Duquesne's POLR proposals were filed by OCA, OSBA, DII, Enron, MAPSA, and SEL. Additionally, petitions to intervene were filed by Dominion, Allegheny Power, PECO Energy Company and Allegheny Energy Supply Company. Duquesne filed a reply to the answers.

On September 13, 2000, the Commission issued an Order by which it held in abeyance consideration of Duquesne's petition and proposed a collaborative to resolve issues related to Duquesne's petition. The September 13, 2000 Order specifically requested the parties to submit responses addressing the acceptability of a collaborative approach in this proceeding and to provide waivers necessary to permit Commissioners to participate as facilitators in the collaborative. Waivers of objections to the Commissioner's participation in the Collaborative and Confidentiality Agreement were signed by each collaborative participant.

By Secretarial Letter dated September 27, 2000, the Commission advised the parties that the initial meeting for a Commission sponsored Collaborative would be scheduled for October 4, 2000 at 10:00 am in Executive Chambers. The Collaborative first met on October 4, 2000 and subsequently met several times throughout October and November 2000. On

November 29, 2000, the parties signed and submitted for Commission approval the instant Joint Petition.

III. TERMS AND CONDITIONS

A. General

1. Approval of Plan. Duquesne's POLR II Petition will be approved, subject to the modifications set forth herein.³

B. POLR II Generation and Transmission and Distribution Rates

1. Rate Reductions. As set forth in Appendix 1, beginning on the date that the competitive transition charge ("CTC") expires for each rate class, total POLR II rates, compared to the total rates in effect during POLR I (including generation, transmission and distribution, and CTC charges), will be reduced 17% on a system-wide average basis. Residential POLR II customers will receive a 21% rate reduction compared to total POLR I rates.

2. POLR II Generation Rates. POLR II generation rates for all classes are attached to this Joint Petition as Appendix 1. These rates shall be in effect, for a customer class, commencing on the date Duquesne

³ In Paragraph C.3 of Duquesne's original Petition, Duquesne proposes a method for addressing the recovery of alleged costs incurred by Orion to serve customers who returned

completes CTC recovery for that customer class. POLR II generation rates shall be in effect for all customer classes through December 31, 2004. POLR II Generation rates are inclusive of gross receipts tax and ancillary service charges; they are exclusive of transmission charges. Duquesne will be permitted to retain the margin on POLR II generation rates ("POLR Margin"), as requested in the Petition.⁴

3. POLR II Transmission and Distribution Rates.

Duquesne's existing transmission and distribution rates will be capped through December 31, 2003. Any transmission or distribution rate increase(s) prior to January 1, 2005 shall not result in a reduction of POLR II generation rates in Appendix 1.

4. Overearnings Allegations or Adjustments. Upon

complaint of any party, including parties to this Settlement, alleging overearning by Duquesne, the Commission reserves the right to adjust Duquesne's distribution rates after appropriate procedures. To ensure that any

to POLR service for the Summer of 2000. Pursuant to this Joint Petition, no recovery is being provided for these costs.

⁴ For customers with special contractual arrangements with Duquesne pursuant to Rule 4 of the Tariff that extend beyond the completion of stranded cost recovery for the underlying rate schedule, the POLR II generation rates will not apply until the individual contract terminates pursuant to Schedule 6 of the POLR I agreement; if stranded cost recovery terminates for the underlying rate schedule prior to contract termination, the customer will continue to be charged the unbundled generation, transmission and distribution rates produced in unbundling the contract, and the unbundled CTC charge shall no longer apply.

action taken by the Commission does not inhibit competition in Duquesne's service area, any adjustment shall be made as follows:

a. The Commission shall determine whether Duquesne's revenues from distribution charges and revenues from the POLR Margin together exceed reasonable earnings over a specified period during POLR II ("Test Period").

b. If the Commission concludes that Duquesne has overearned during the Test Period, the Commission shall determine the dollar amount by which Duquesne has overearned ("Credit Amount").

c. The Commission shall authorize Duquesne to refund the Credit Amount to all retail customers through a credit to distribution rates over a period equal in length to the Test Period ("Credit Period"). In no event shall the Credit Amount exceed the POLR Margin collected during the Test Period. Base distribution rates shall otherwise remain fixed through December 31, 2003, unless the Commission determines, upon the request of any party in the complaint proceeding, to adjust those rates for some or all of the remaining period ending December 31, 2003.

5. New or Additional RTO-Related Costs. The foregoing shopping credits and transmission and distribution rates have been negotiated and established on the basis of the existing rules for the provision of

generation and transmission service in the East Central Area Reliability Council (“ECAR”). The parties recognize that the commitment by Duquesne to join a Regional Transmission Organization (“RTO”) may involve changes that create new or additional costs or obligations on Duquesne that are not already included in Duquesne’s rates, on the POLR supplier, and/or on EGSs serving customers on Duquesne’s system. The parties have agreed to address the potential for such new costs or obligations in the following manner:

a. RTO Administrative and Operating Costs. The parties recognize that an RTO will recover its administrative and operating costs through an unbundled charge (commonly called a “Grid Management Charge”). Duquesne shall seek, to the extent required by law, FERC and Commission approval of this charge and, in any proceeding respecting such approval, parties to this settlement may raise any arguments they may have with respect to this charge, but shall not contend that recovery of such costs is prohibited by the rate caps described above.

b. Other New RTO Costs or Obligations.

(i) The parties recognize that an RTO may modify existing market or reliability rules, or establish new rules, that impose new costs or obligations on Duquesne, the POLR Supplier and/or EGSs serving customers on Duquesne’s system (all of whom, for purposes of this

provision, shall be considered “parties”). In particular, the parties are concerned that during the POLR period an RTO may establish a requirement that load serving entities in Duquesne’s area satisfy an installed capacity (“ICAP”) obligation and that such a new obligation could impose substantial additional costs not contemplated by the parties in executing this Settlement. In addition, the POLR Supplier is concerned that some changes would materially adversely affect its POLR obligations or ability to perform, *e.g.*, its generation assets may be split between two RTOs and that the RTO that controls its Ohio assets may establish rules under which it can prohibit those assets from serving POLR load during emergency conditions. Furthermore, the parties recognize that an RTO may establish other new costs or obligations that the parties cannot foresee at this time.

(ii) Duquesne agrees to use reasonable efforts, in negotiating its participation in an RTO, to minimize or eliminate the potential for such new costs or obligations and Duquesne shall, from time to time, consult with the parties to this Settlement regarding the potential for such new costs and obligations. If it appears there is a reasonable possibility that new or conflicting costs or obligations not contemplated by this Settlement may be imposed, Duquesne will use reasonable efforts to involve the Commission in an effort to avoid such a result. If those efforts are not

successful, and it becomes clear that material new obligations or costs not contemplated by this Settlement are to be imposed, Duquesne will make a filing with the Commission describing them, and their impact on POLR and/or competitive service, and request appropriate modifications. If such modifications are not resolved to the satisfaction of each party to this Settlement within ninety (90) days of Duquesne's filing, the parties will no longer be bound by this Settlement and may oppose such modifications through the exercise of all their legal rights.

6. Universal Service Programs

a. Duquesne agrees to extend the funding of its Low Income Usage Reduction Program ("LIURP") in 2003 and 2004 at an annual funding level of \$1,750,000. Duquesne also agrees to make a special contribution in the amount of \$950,000 to its LIURP for each of the POLR II years of 2002, 2003 and 2004. Any unused funds shall be added to the succeeding year's funding level until all funds are utilized.

b. Duquesne agrees to change its Customer Assistance Program ("CAP") fund eligibility criteria to exactly match the definitions of "low-income customer" and "payment troubled" found at 52 Pa. Code §54.72.

c. Duquesne agrees that twice per year it will include a new bill insert that explains the benefits of both LIURP and CAP participation and eligibility criteria.

d. Duquesne agrees to instruct its employees conducting Duquesne's Cold Weather Survey to refer eligible customers to its universal service programs.

7. Customer-Specific Issues. The contracts to be executed between Duquesne and the DII Members as part of this process to resolve certain service issues related to the POLR I and POLR II periods shall be deemed approved by the Commission with approval of this Settlement. Terms and conditions of those contracts shall remain confidential. Any contracts negotiated pursuant to this provision will not affect the generation rates or transmission rates for other customers, as established in Paragraphs B.2. and B.3.

8. Market-Based POLR Generation Rate Pilot Program in 2004. The market-based POLR generation rate pilot program for large commercial and industrial customers in 2004, as described in the Petition, shall not be approved at this time. By December 31, 2002, Duquesne will provide a neutral report to the Commission, served upon all Joint Petitioners, evaluating the wholesale market and providing statistics regarding retail

shopping by large commercial and industrial customers in its service territory. After January 1, 2003, any party may file a petition with the Commission seeking approval of a market-based program for implementation in 2004.⁵ A petitioning party shall bear the burden to establish that a workably competitive wholesale market exists in Duquesne's service territory and that the program is otherwise in the public interest. The Commission will also consider, among other issues, whether there is a workably competitive retail market in Duquesne's service territory and whether a visible market mechanism exists to support the program. Finally, the design and elements of any market-based rate and adjustments to the customer switching rules shall be determined at that time.

C. RTO Participation

1. RTO Evaluation. Duquesne agrees to negotiate a memorandum of understanding ("MOU") with PJM Interconnection, L.L.C. comparable to the agreement executed between Allegheny Energy, Inc. and PJM. Consistent with that memorandum, Duquesne will continue to evaluate other RTO options that may be in the interest of Duquesne's customers, but will not join the regional transmission organization known as "the Alliance" without prior approval of the Commission. Upon petition by Duquesne,

⁵ Eligible customers include those in Rate classes L, GL, GLH and HVPS.

served upon all Joint Petitioners, the Commission may, consistent with due process requirements, authorize Duquesne to terminate negotiations with PJM, on the basis of unacceptable RTO operating and/or system reliability rules, including conflicting rules of different RTOs regarding the use of the POLR Supplier's generating assets or the imposition of material increased costs.

2. Stakeholder Participation. Duquesne will, throughout the RTO negotiation process, apprise the parties to this proceeding of the status of such negotiations and will meet with the parties from time to time, if they so request, to discuss their concerns with respect to RTO participation. If any party believes that it is receiving insufficient information from Duquesne, it may file a petition with the Commission, served on all Joint Petitioners, seeking a ruling that would direct Duquesne to provide the parties with additional specific details regarding the status of those negotiations.

Duquesne also will support an open and collaborative RTO process in which the parties have the ability to participate in negotiations with PJM and other potential RTOs.

3. RTO Election Date. Duquesne will make an election as to which RTO to join by December 15, 2001, the date for compliance with Order No. 2000 established by the FERC. This provision shall not preclude

earlier RTO participation or affect Duquesne's obligation to comply with any milestone dates or deadlines set forth in the MOU.

D. Promoting Competition

1. Access to Information. Duquesne agrees to provide all electric generation suppliers ("EGSs") access to customer information in a similar fashion as provided in the Joint Petition for Settlement in Docket No. A-110550F0147, paragraphs 46a and 46b, approved by Commission Order adopted on June 22, 2000 involving the merger of PECO Energy Co. and Unicom Corporation. Specifically, Duquesne agrees to provide to EGSs, for all customers who have authorized the release of their information, the most recent available twelve individual months of historical monthly electric usage and billed demand, per customer account, and the customer's service anniversary date. This information, which will be provided on Duquesne's web site, will be updated quarterly and will continue to be available through December 31, 2004.

2. Advertising. Until January 1, 2005, Duquesne agrees not to market, advertise or promote its POLR I or POLR II service or otherwise to engage in any advertising that discourages customers from participating in the competitive market.

3. Shopping Guide. In cooperation with the Office of Consumer Advocate, Duquesne will distribute to all its residential customers copies of the OCA's "Shopping Guide" or a similar shopping guide that shows the prices, relative to Duquesne's price to compare, being offered by competitive suppliers for residential generation service in Duquesne's service territory. Duquesne will provide copies and distribute the shopping guide at its own expense at least twice per year during calendar years 2001 and 2002.

E. Switching Rules

1. General. In return for other benefits negotiated and received in this Settlement, Joint Petitioners have agreed to address the return of customers to POLR I and POLR II in the manner described in Sections E.2 and E.3 below. These rules take effect January 1, 2001 for customers that have taken service from an EGS and are returning to POLR I or POLR II service ("POLR Service").

2. Non-Residential Customers.

a. If a customer in the non-residential classes (C&I customer) returns to Duquesne for POLR service, it will be required to receive service from Duquesne at the rates set forth in Schedule 3 of the POLR Agreement (if during POLR I) or Appendix 1 to this Joint Petition (if during POLR II) for twelve consecutive monthly billing cycles, except that the C&I

customer shall be permitted to depart POLR service at any time, subject to payment of the Generation Rate Adjustment (if any). If, however, the C&I customer stays on POLR service for more than twelve consecutive monthly billing cycles, in subsequent years the GRA will be calculated only over the period of time that the C&I customer is on POLR service following its most recent anniversary date. The GRA shall be calculated pursuant to the method set forth in Exhibit A to this Joint Petition. If a C&I customer that switches to an EGS fails to pay the GRA within 60 days of the bill date or otherwise dispute the calculation pursuant to Duquesne's tariff, the customer shall be returned to POLR service and remain there until the GRA is paid.

b. Following the entry of a Commission order approving this Joint Petition, Duquesne shall include an initial notice in the next feasible batch of bills sent to C&I customers, advising them of the change in the switching rules as set forth in paragraph a and describing the options available to the C&I customer upon termination or switching of service from the EGS ("Options Notice"). In addition to explaining the options referenced in paragraph a, the Options Notice shall inform the C&I customer of its ability to contract or renew with an EGS for service prior to returning to POLR service, provided such notice is made to Duquesne in accordance with standard switching protocols.

c. Every six months, Duquesne shall include a bill insert or message reminding C&I customers of the switching rules described in paragraph a.

d. On the C&I customer's twelve-month service anniversary, the C&I customer will have the option of receiving service from an EGS without the payment of a GRA or continuing to receive POLR service pursuant to paragraph a. Ninety days prior to a C&I Customer's service anniversary date, Duquesne will provide the customer with an Options Notice, as described in paragraph b, that also advises the C&I customer of its service anniversary date.

e. Duquesne may periodically request EGSs to furnish general information regarding estimates of C&I load that is expected to return to POLR service. EGSs will cooperate by exercising reasonable efforts, using available resources, to respond to these inquiries. Duquesne shall provide that information only on an aggregate basis to the POLR Supplier.

3. Residential Customers.

a. An EGS shall give a residential customer and Duquesne at least 90 days notice prior to the meter read date on which the EGS has a reasonable expectation that it will no longer be serving the

customer, whether due to termination of a contract or pursuant to the terms of its contract.⁶ If an EGS has a reasonable expectation that it will no longer be serving a customer as of a meter read date which is less than 90 days from January 1, 2001, the EGS shall issue the notice required by the previous sentence within five business days of January 1, 2001, and such customers shall have a minimum of 60 days in which to make the choices outlined in paragraphs c and d, as appropriate. For Duquesne's purposes, the 90-day notice to Duquesne under this paragraph is for informational and planning purposes only. Appropriate EDI transactions and procedures must be followed before any change in suppliers is implemented. In addition, if a residential customer terminates an agreement with an EGS, by contacting the EGS prior to the agreement's scheduled termination, or if the EGS terminates the customer for failure to pay, the EGS shall notify Duquesne via EDI transaction within one business day, in accordance with the standard switching requirements set forth at 52 Pa. Code §57.173. The notices in this paragraph apply only to termination of service, not to proposed changes in contract terms pursuant to 52 Pa. Code §54.5(g).

⁶ It is the intent of this Settlement that EGSs shall not utilize the flexibility afforded by these rules to propose price changes that are designed to economically force customers to return to POLR service during the Summer period.

b. Duquesne may periodically request EGSs to furnish general updates of the information provided by the 90-day notices, including total load represented by such notices, total load which has renewed with the EGS and estimated returning load. EGSs will cooperate by exercising reasonable efforts, using available resources, in responding to these inquiries. Duquesne shall provide that information only on an aggregate basis to the POLR supplier.

c. Upon receipt of any notice set forth in paragraph a, Duquesne will provide the residential customer with a further notice (“Options Notice”), which shall include a description of the options available to the Residential Customer upon termination of service from the EGS, and shall include a copy of the OCA Shopping Guide. The options that a Residential Customer may choose among are:

(i) The residential customer may contract with an EGS for service prior to returning to POLR service, provided such notice is made to Duquesne in accordance with the standard switching protocols; or

(ii) The residential customer may return to POLR service at the rates set forth in Schedule 3 to the POLR I Agreement (if during POLR I) or Appendix 1 to the POLR II Petition (if during POLR II).

Except as set forth in paragraph d, a residential customer who returns to POLR service shall be free to switch to an EGS at any time.

d. Beginning on January 1, 2001, if, in any rolling three-month period, more than 50,000 customers⁷ return from EGS to POLR service, the following provisions will apply:

(i) Duquesne will provide notice to all EGSs serving customers in Duquesne's service territory that residential customers returning from EGS to POLR service after the date of the notice will be required to remain on POLR service for twelve consecutive monthly billing cycles; and

(ii) Residential customers will receive the same Options Notice set forth in paragraph c, but they will be advised that if they choose to return to POLR service, they must remain on that service for at least twelve consecutive monthly billing cycles, but in no event beyond December 31, 2004. Following the expiration of this twelve-billing cycle period, the residential customer is free to choose an EGS at any time.

⁷ For purposes of determining the applicability of this paragraph, the calculation of 50,000 customers in a given three-month rolling period will include: (i) the number of residential customers receiving Options Notices from Duquesne under paragraph c during the period, plus (ii) other residential customers who return from EGS to POLR service per EDI notices during the period, minus (iii) residential customers who leave POLR service during the period, minus (iv) residential customers who receive an Options Notice under paragraph c but then switch to an EGS per EDI notices during the period.

e. After September 1, 2001, Duquesne may file a petition with the Commission requesting further restrictions on switching by residential customers, on the basis of evidence that residential customers are returning to POLR service only during high-cost periods. Copies of such Petition shall be served on all parties to this Joint Petition and such parties shall have an opportunity to respond in accordance with due process requirements.

f. If an EGS fails to give the notice required by paragraph a, Duquesne may file a complaint with the Commission, alleging such failure and requesting that the Commission enter an order directing the EGS to pay Duquesne an amount equal to the Generation Rate Adjustment (as calculated pursuant to the method set forth in Exhibit A), unless the customer switches to another EGS or stays on POLR service for one year. In determining whether to impose this payment, the Commission may consider all mitigating factors, including whether the EGS's failure to provide the required notice was inadvertent. Duquesne may seek enforcement of the Commission's decision through the bond requirements imposed pursuant to 66 Pa.C.S. §2809. Not less than 30 days prior to filing a complaint under this paragraph, Duquesne shall provide the affected EGS with notice of its intent

to file a complaint and shall use good faith efforts to attempt to resolve the dispute.

F. Changes in Duquesne's Supplier Load Responsibility. As part of this Settlement, Duquesne agrees to modify its Electric Generation Supplier Coordination Tariff procedures for determining responsibility for control area losses and unaccounted for energy. These changes are to become effective January 1, 2001. Duquesne's new methodology would eliminate the "residual" method of calculating the POLR supplier's energy responsibility. Pursuant to the current method, the amount of energy the POLR supplier is required to supply is calculated by deducting the energy requirements of customers served by EGSs (and all other non-POLR customers) from the total energy requirements of Duquesne's control area. Beginning January 1, 2001, Duquesne will calculate POLR load in the same manner in which EGS load is calculated. After meters are read, load profiles will be applied to all customers, including those on POLR service.⁸ To determine the proper allocation of losses, average losses by class will be applied to both EGS and POLR loads, and residual losses (and unaccounted for energy) will be allocated pro rata among all suppliers, including Orion. This methodology

⁸ When interval meter reading data for a specific customer is available for use, Duquesne shall use this information in determining load obligation.

will ensure that EGSs and Orion are treated the same for purposes of losses and load profiles.

G. General Settlement Provisions

1. Effective Date of Settlement. This Settlement shall go into effect upon the issuance by the Commission of a final order approving the Settlement without modification. If the Settlement is rejected by the Commission, the Settlement will automatically terminate and be null and void. If the Settlement is modified by the Commission or a court, any Joint Petitioner may elect to withdraw from the Settlement by filing, within five (5) days of entry of the Commission's order or a court's order, a notice of withdrawal with the Commission's Secretary and serving a copy of such notice on all Joint Petitioners by facsimile or overnight delivery.

2. Enforcement of Settlement. The Joint Petitioners may enforce this Settlement through any appropriate action before the Commission or through any other available remedy.

3. No Court Challenge. The Joint Petitioners agree that they shall not initiate or join in any court challenge that would preclude or prevent implementation of this settlement or any of its terms or any order approving the settlement, provided however that nothing in this settlement shall prevent

any Joint Petitioner that is a party in any other proceeding from initiating or participating in any court challenge.

4. Effect of Settlement. The Joint Petitioners agree that this Settlement governs only Duquesne and only the period through December 31, 2004, by which time the Commission expects to have promulgated and implemented regulations governing post-transition period POLR service for the entire Commonwealth. The Settlement and Order approving settlement shall not be cited as precedent or considered to be precedent concerning any issues including but not limited to post-transition period POLR obligations, or generation prices or switching rules for any electric distribution company (including Duquesne after December 31, 2004).

H. Further Procedures

1. POLR II Agreement. Duquesne will use good faith efforts to cause Duquesne and the POLR supplier to execute a POLR II Agreement by December 7, 2000 (such agreement may be subject to approval of the POLR supplier's lenders by December 15, 2000) that incorporates the provisions of this Settlement. Duquesne will include in the POLR II Agreement a schedule of generation rates by rate class to take effect upon expiration of the POLR I period. These POLR II generation rates will take

effect, by rate class, pursuant to the procedures set forth in Duquesne's POLR II Petition.

2. Revised Tariffs. By December 7, 2000, Duquesne will submit its revised Retail Tariff and revised Supplier Coordination Tariff to incorporate those provisions of this Settlement that take effect during POLR I.

3. Filing of POLR II Agreement and Revised Tariffs. By December 7, 2000, Duquesne will file the POLR II Agreement with the Commission and serve the POLR II Agreement on the parties to this settlement for information purposes only. At that time, Duquesne also will submit its revised Retail Tariff and Supplier Coordination Tariff for comment by parties to this proceeding. The revised Supplier Coordination Tariff shall contain Duquesne's proposed Load and Line Loss Determination and Allocation methodology. The parties shall have until December 14, 2000 to file written comments on the Tariffs. Duquesne shall have until December 18, 2000 at Noon to file reply comments.

4. Failure to Execute POLR II Agreement. In the event that Duquesne is unable to execute a POLR II Agreement with Orion that incorporates the provisions of this Settlement by December 7, 2000, Duquesne shall inform the Commission and the parties that this Settlement has

terminated and is null and void. In addition, any Commission Order approving the Settlement shall be null and void.

5. Electronic Service. Service of all filings referenced in Paragraph H of this Joint Petition shall be made electronically on all Joint Petitioners, as well as by other means required by the Commission's regulations.

IV. PUBLIC INTEREST CONSIDERATIONS

The Joint Petitioners submit that this Settlement is in the public interest and should be approved in full for the following reasons:

A. Rates Will be Reduced. The Settlement provides for a system-wide average POLR II total rate reduction of 17%, as compared to POLR I total rates, with residential customers receiving a 21% rate reduction.

Switching customers may obtain even greater savings by choosing a supplier that beats Duquesne's POLR II rates.

B. Transmission and Distribution Rates Will be Capped.

Duquesne's transmission and distribution rates will be capped at current levels until December 31, 2003, an additional two years.

C. Competition is Promoted. The increased POLR II shopping credits in the Settlement will encourage more customers to switch suppliers

and gain valuable experience in purchasing electricity on the competitive market. This experience will better prepare customers for the post-transition period market created by the regulations ultimately adopted by the Commission.

D. Universal Service Programs Will Be Expanded. Duquesne will use a portion of its POLR II revenues to fund its LIURP program and will undertake several obligations to promote its universal service programs. These commitments will, in addition to the significant rate reductions provided to all residential customers, provide substantial benefits to low income customers.

E. The Settlement Promotes the Commission's Policy of Encouraging Negotiated Settlements. The Joint Petitioners engaged in numerous rounds of negotiation over many weeks to reach a post-transition period plan that both encourages competition and protects customers from volatility. This result was preferred by the Commission in its order suggesting the formation of a collaborative to resolve this matter.

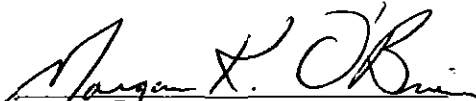
F. Regional Transmission Organization Development. As part of this Settlement, Duquesne has committed to continue to actively pursue admission to or formation of a Regional Transmission Organization to service the customers and the marketers in Western Pennsylvania. This commitment

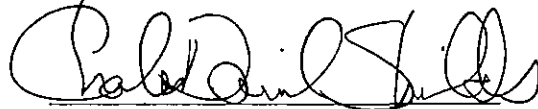
includes an agreement to execute a Memorandum of Understanding with PJM comparable to the one executed by Allegheny Power (including dates) to discuss the creation of and participation in PJM West. This commitment also includes an agreement to not join the "Alliance" Regional Transmission Organization without obtaining prior approval by the Commission

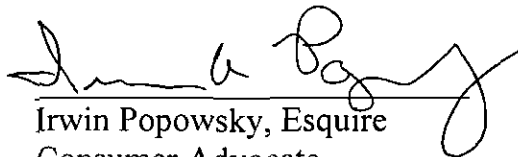
v. **CONCLUSION**

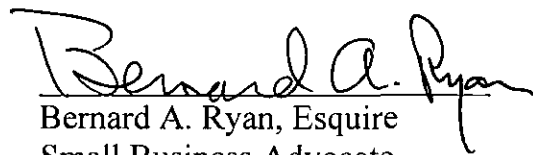
WHEREFORE, the Joint Petitioners, intending to be legally bound, respectfully request that the Commission approve this Joint Petition without modification.

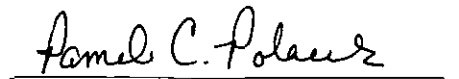
Respectfully submitted,

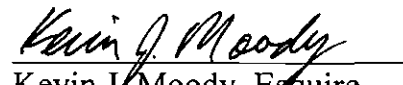

Morgan K. O'Brien
Duquesne Light Company


Charles Daniel Shields, Esquire
Prosecutor
Office of Trial Staff


Irwin Popowsky, Esquire
Consumer Advocate
Office of Consumer Advocate

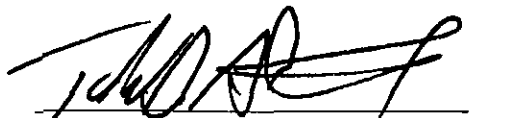

Bernard A. Ryan, Esquire
Small Business Advocate
Office of Small Business Advocate


Pamela C. Polacek, Esquire
McNees, Wallace & Nurick
Duquesne Industrial Intervenors


Kevin J. Moody, Esquire
Wolf, Block, Schorr and
Solis-Cohen, LLP
Enron Energy Services, Inc.

Harvey L. Reiter, Esquire
Morrison & Hecker, L.L.P.
Citizen Power, Inc.

Wanda M. Schiller, Esquire
Chief Counsel
Strategic Energy, LLC


Todd S. Stewart, Esquire
Malatesta, Hawke & McKeon LLP
Dominion Retail

Kathryn G. Sophy, Esquire
Rhoads & Sinon LLP
Mid-Atlantic Power Supply Assn.

CONCLUSION

WHEREFORE, the Joint Petitioners, intending to be legally bound, respectfully request that the Commission approve this Joint Petition without modification.

Respectfully submitted,

Morgan K. O'Brien
Duquesne Light Company

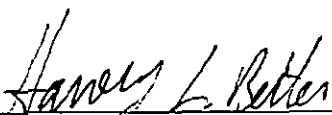
Charles Daniel Shields, Esquire
Prosecutor
Office of Trial Staff

Irwin Popowsky, Esquire
Consumer Advocate
Office of Consumer Advocate

Bernard A. Ryan, Esquire
Small Business Advocate
Office of Small Business Advocate

Pamela C. Polacek, Esquire
McNees, Wallace & Nurick
Duquesne Industrial Intervenors

Kevin J. Moody, Esquire
Wolf, Block, Schorr and
Solis-Cohen, LLP
Enron Energy Services, Inc.



Harvey E. Reiter, Esquire
Morrison & Hecker, L.L.P.
Citizen Power, Inc.

Wanda M. Schiller, Esquire
Chief Counsel
Strategic Energy, LLC

Todd S. Stewart, Esquire
Malatesta, Hawke & McKeon LLP
Dominion Retail

Kathryn G. Sophy, Esquire
Rhoads & Sinon LLP
Mid-Atlantic Power Supply Assn.

1
2 Method of Calculating the Generation Rate Adjustment
3 for Non-Residential Accounts
4

5 The GRA Amount (if any) will be calculated for each non-residential account
6 that returns to POLR service after January 1, 2001 and chooses to stay on
7 POLR service for less than twelve consecutive billing cycles, as follows:¹
8

9 The GRA Amount shall equal:

10 The market value of power over the entire GRA Period defined as
11 $[(L_{\text{on-peak}} * M_{\text{on-peak}}) + (L_{\text{off-peak}} * M_{\text{off-peak}})]$
12

13 Less:
14

15 The dollar amount of Net Billed Generation Revenue (NBGR)
16 over the entire GRA Period.
17

18 But:
19

20 In no event shall the GRA Amount be negative.
21

22 where:
23

24
25 L = The load measured in kWh associated with an account in a particular rate
26 schedule using the same methodology used to determine the hourly load
27 obligations of an account served by an EGS pursuant to Duquesne's Supplier
28 Coordination Tariff. For purposes of calculating the GRA Amount, the hourly
29 load obligation associated with each account will be aggregated into daily on-
30 peak and off-peak kWh blocks. The on-peak and off-peak kWh will be the
31 sum of the customer's consumption during the hours corresponding to the
32 applicable daily on-peak and off-peak prices in "North ECAR" reported in the

¹ For example, if a customer returns to POLR service June 1 and switches to an EGS November 1, then the GRA would be calculated over all the hours that the customer is on POLR service, such that low-cost hours could offset high-cost hours.

1 publication MW Daily.² The on- and off-peak load shall include the
2 transmission and distribution loss adjustment applicable to the account's rate
3 schedule as specified in Duquesne's Supplier Coordination Tariff.
4

5 M = the daily weighted average market price index for "North ECAR" for on-
6 peak and off-peak energy as reported by MW Daily in the table "Ranges and
7 Indexes of Trades for Standard 16-Hour Daily Products". The prices in the
8 table are reported in \$/MWH and will be converted to \$/kWh. On any given
9 day, the same on-peak price shall be applied to all on-peak kWh load and the
10 same off-peak price shall be applied to all off-peak kWh load. (See footnote
11 2.) If on a given day a range of prices is provided with no weighted average
12 index, then DLC shall use the average of the low and high prices. If on a
13 given day no prices are provided for North ECAR, Duquesne shall use (1) for
14 Monday through Friday -- the posted price of the preceding business day (2)
15 for Saturday and Sunday -- the posted price of the preceding Saturday or
16 Sunday and (3) for NERC holidays -- the posted price of the preceding
17 Saturday. In the event Duquesne joins PJM or some other RTO and a visible
18 hourly price becomes available for the Duquesne zone, Duquesne agrees to
19 file with the Commission a modified GRA methodology within 30 days.
20 Other parties will have an opportunity to comment on that revised GRA tariff
21 methodology at that time.³
22
23

24 NBGR = the Net Billed Generation Revenues represents the dollar amount to
25 be paid to Orion as defined in the POLR Agreement (if during POLR I) and
26 the POLR II Agreement (if during POLR II) for serving a GRA Customer at
27 POLR rates during the GRA Period.
28

29 For purposes of calculating the GRA Amount, neither the market prices nor
30 the NBGR in the formula above include Gross Receipts Taxes or ancillary
31 service charges.
32

33 GRA Period means the time period over which the GRA applies.

² MW Daily defines on-peak as the hours from 0600 to 2200 and off-peak as the hours from 2200 to 0600. If hourly market price data becomes available after Duquesne joins an RTO, hourly load and price information would be used in the GRA calculation.

³ The current GRA tariff methodology will remain in place until such time that the Commission approves a new GRA tariff.

- 1 (a) For an account that returns to POLR service and selects an EGS
2 within the first year, any GRA would apply from the date of return
3 to POLR service until the time the customer next receives service
4 from the EGS.
- 5 (b) For a returning account that does not exercise its switching option
6 and remains on POLR service for more than twelve consecutive
7 billing cycles and then selects an EGS during a subsequent year, the
8 GRA Period would apply only for the partial year commencing with
9 the account's anniversary return date and continuing until the time
10 the customer next receives service from an EGS.

11
12 The GRA Amount for each account, once determined, will be adjusted to
13 reflect the current applicable Gross Receipts Taxes and then billed to that
14 customer.
15

POLR II GENERATION RATES BILLED TO RETAIL CUSTOMERS _1/ _2/

Rate Schedule		2001	2002	2003	2004	_3/
RS		cents/kWh	5.5082	5.5082	5.5082	5.5082
RH	Winter (Nov thru Apr), first 500 kWh	cents/kWh	4.9856	4.9856	4.9856	4.9856
	Winter (Nov thru Apr), additional kWh	cents/kWh	1.6702	1.6702	1.6702	1.6702
	Summer (May thru Oct)	cents/kWh	4.9856	4.9856	4.9856	4.9856
RA	Winter (Nov thru Apr), first 500 kWh	cents/kWh	7.6506	7.6506	7.6506	7.6506
	Winter (Nov thru Apr), additional kWh	cents/kWh	2.6110	2.6110	2.6110	2.6110
	Summer (May thru Oct)	cents/kWh	7.6506	7.6506	7.6506	7.6506
GS/GM	first 550 kWh	cents/kWh	7.7963	7.7963	7.7963	7.7963
	next 750 kWh	cents/kWh	7.5151	7.5151	7.5151	7.5151
	additional kWh	cents/kWh	2.4483	2.4483	2.4483	2.4483
	Demand first 5 kW	\$/kW/mo.	0.00	0.00	0.00	0.00
	Demand additional kW	\$/kW/mo.	10.15	10.15	10.15	10.15
GMH	(October-May) first 1250 kWh + 150 kWh for each kW of Demand over 6 kW	cents/kWh	6.5406	6.5406	6.5406	6.5406
	(October-May) additional kWh	cents/kWh	1.8723	1.8723	1.8723	1.8723
	Demand first 5 kW	\$/kW/mo.	0.00	0.00	0.00	0.00
	Demand additional kW	\$/kW/mo.	10.56	10.56	10.56	10.56
	(June thru Sept.) first 550 kWh	cents/kWh	8.0705	8.0705	8.0705	8.0705
	(June thru Sept.) next 750 kWh	cents/kWh	7.5342	7.5342	7.5342	7.5342
	(June thru Sept.) additional kWh	cents/kWh	1.8723	1.8723	1.8723	1.8723
GL	Demand first 300 kW or less	\$/mo.	3,889.35	3,889.35	3,889.35	3,889.35
	Demand additional kW	\$/kW/mo.	9.70	9.70	9.70	9.70
	All kWh	cents/kWh	2.3923	2.3923	2.3923	2.3923
GLH	(October thru May) first 1,250 kWh + 150 kWh for each kW of Demand over 6 kW	cents/kWh	7.8615	7.8615	7.8615	7.8615
	additional kWh	cents/kWh	2.2721	2.2721	2.2721	2.2721
	Demand (Jun thru Sep) 1st 300 kW or less	\$/mo.	3,827.08	3,827.08	3,827.08	3,827.08
	Demand additional kW	\$/kW/mo.	9.52	9.52	9.52	9.52
	(June thru Sept.) kWh	cents/kWh	2.2721	2.2721	2.2721	2.2721
L	Demand first 5,000 kW	\$/mo.	48,748.48	48,748.48	48,748.48	48,748.48
	Demand next 10,000 kW	\$/kW/mo.	7.73	7.73	7.73	7.73
	Demand next 25,000 kW	\$/kW/mo.	7.50	7.50	7.50	7.50
	Demand additional kW	\$/kW/mo.	7.30	7.30	7.30	7.30
	First 750,000 kWh + 400 kWh per kW of Demand	cents/kWh	2.3332	2.3332	2.3332	2.3332
	Next 150 kWh per kW of Demand	cents/kWh	1.4424	1.4424	1.4424	1.4424
	Additional kWh	cents/kWh	1.2844	1.2844	1.2844	1.2844
HVPS	Demand first 30,000 kW	\$/mo.	267,583.20	267,583.20	267,583.20	267,583.20
	Demand additional kW	\$/kW/mo.	9.70	9.70	9.70	9.70
	On-peak kWh	cents/kWh	3.2729	3.2729	3.2729	3.2729
	Off-peak kWh	cents/kWh	1.4466	1.4466	1.4466	1.4466

_1/ The POLR II generation rates will become effective by rate schedule once the CTC is fully recovered for that class.

_2/ The POLR II generation rates include GRT (at 4.4%) and are based on the ancillary service charges set forth in Schedule 9B in Duquesne's Open Access Tariff as amended April 28, 2000.

_3/ After January 1, 2003 any party may file a petition with the Commission seeking approval of a market-based program for eligible customers in rate schedules L, GL, GLH, and HVPS for implementation in 2004.

POLR II GENERATION RATES BILLED TO RETAIL CUSTOMERS _1/ _2/

Rate Schedule			2001	2002	2003	2004	_3/	
AL	Demand all kW	\$/kW/mo.	3.19	3.19	3.19	3.19		
	First 300 kWh	cents/kWh	4.4685	4.4685	4.4685	4.4685		
	Additional kWh	cents/kWh	1.0520	1.0520	1.0520	1.0520		
SE		cents/kWh	2.5797	2.5797	2.5797	2.5797		
SM	Mercury Vapor (\$/fixture/mo)	100	1.48	1.48	1.48	1.48		
		175	1.91	1.91	1.91	1.91		
		250	2.37	2.37	2.37	2.37		
		400	3.19	3.19	3.19	3.19		
	Nom. Lamp Wattage	1000	6.88	6.88	6.88	6.88		
		Sodium Vapor	70	1.51	1.51	1.51	1.51	
		100	1.92	1.92	1.92	1.92		
		150	2.27	2.27	2.27	2.27		
		250	3.31	3.31	3.31	3.31		
		400	4.30	4.30	4.30	4.30		
1000	8.97	8.97	8.97	8.97				
SH	Mercury Vapor (\$/fixture/mo.)	175	6.19	6.19	6.19	6.19		
		250	8.07	8.07	8.07	8.07		
		400	11.84	11.84	11.84	11.84		
		1000	26.58	26.58	26.58	26.58		
	Sodium Vapor	100	5.98	5.98	5.98	5.98		
		150	7.34	7.34	7.34	7.34		
		200	8.72	8.72	8.72	8.72		
		250	10.06	10.06	10.06	10.06		
		400	14.13	14.13	14.13	14.13		
		1000	31.69	31.69	31.69	31.69		
MTS	First 1,300 kWh	cents/kWh	7.1121	7.1121	7.1121	7.1121		
	Additional kWh	cents/kWh	1.6087	1.6087	1.6087	1.6087		
PAL	High Pressure Sodium (\$/fixture/mo.)	70	1.51	1.51	1.51	1.51		
		100	1.92	1.92	1.92	1.92		
		150	2.27	2.27	2.27	2.27		
		250	3.31	3.31	3.31	3.31		
		400	4.30	4.30	4.30	4.30		
	Flood Lighting	100	1.73	1.73	1.73	1.73		
		150	2.00	2.00	2.00	2.00		
		250	2.40	2.40	2.40	2.40		
		400	3.05	3.05	3.05	3.05		
	Unmetered	70	1.18	1.18	1.18	1.18		
		100	1.88	1.88	1.88	1.88		
		150	2.72	2.72	2.72	2.72		
		250	4.06	4.06	4.06	4.06		
400	6.30	6.30	6.30	6.30				

_1/ The POLR II generation rates will become effective by rate schedule once the CTC is fully recovered for that class.

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ORIGINAL

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

**PENNSYLVANIA PUBLIC UTILITY
COMMISSION** :

v.

Docket No. R-00974104

DUQUESNE LIGHT COMPANY :
Application to Approve Restructuring: :
Plan Pursuant to 66 Pa.C.S. § 2806(d) :

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Joint Petition for Settlement in the above-captioned matter was served, by first class mail, upon the participants on the attached service list and by electronic mail upon the collaborative participants in accordance with Section 1.54 of the Commission's regulations.

Dated this 29th day of November, 2000.

Kathleen Le Barrón
Kathleen L. Barrón
SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
1440 New York Avenue, N.W.
Washington, D.C. 20005
(202) 371-7049

Counsel to Duquesne Light Company

PA.P.U.C.
SECRETARY'S BUREAU

00 NOV 29 AM 8:53

RECEIVED

Kenneth Zielonis
Pennsylvania Retailers Association
Stevens & Lee
208 North Third Street, Suite 310
P.O. Box 12090
Harrisburg, PA 17108-2090

James P. Dougherty
Pamela C. Polacek
McNees, Wallace & Nurick
100 Pine Street
P.O. Box 1166
Harrisburg, PA 17108

Jacqueline R Morrow
Assistant City Solicitor
City of Pittsburgh
313 City County Building
414 Grant Street
Pittsburgh, PA 15219

Angela T. Jones
Office of Small Business Advocate
Commerce Building, Suite 1102
300 North 2nd Street
Harrisburg, PA 17101

Edmund J. Berger
Tanya McCloskey
Office of Consumer Advocate
555 Walnut Street, Forum Place, Fifth Floor
Harrisburg, PA 17101-1921

Brian A. Rider
President
Pennsylvania Retailers' Association
224 Pine Street
Harrisburg, PA 17101-1325

Kandace F. Melillo, Esq.
Wayne Scott, Esq.
Office of Trial Staff
PA Public Utility Commission
901 N. 7th Street, Rear
Third Floor, Pitnick Building.
Harrisburg, PA 17105-3265

Stephen J. Baron
J. Kennedy & Associates, Inc.
570 Colonial Park Drive, Suite 305
Roswell, GA 30075

Howard Louik
Allegheny County Law Department
300 Fort Pitt Commons
445 Fort Pitt Boulevard
Pittsburgh, PA 15219

Kenneth L. Wiseman
P. Thompson
M. Sundback
R. Lamkin
Andrews & Kurth, LLP
1701 Pennsylvania Avenue, N.W.
Washington, D.C. 20006

Exter Associates, Inc.
12510 Prosperity Drive, Suite 350
Silver Spring, MD 20904

David M. DeSalle
Terrance J. Fitzpatrick
Ryan, Russell, Ogden & Seltzer, LLP
800 North Third Street, Suite 101
Harrisburg, PA 17102-2025

Michael Reid
Director, Materials Management Services
Administrative Resources, Inc.
500 Commonwealth Drive
Warrendale, PA 15086-7513

Margaret Peters
Peoples Natural Gas Co.
625 Liberty Avenue
Pittsburgh, PA 15222

Mark F. Sundback
Andrews & Kurth, LLP
1701 Pennsylvania Avenue, N.W.
Washington, D.C. 20006

Michael L. Kurtz, Esq.
Boehm, Kurtz & Lowry
2110 CBLD Center
36 East Seventh Street
Cincinnati, OH 45202

Robert B. Weisenmiller
MRW & Associates, Inc.
1999 Harrison Street, Suite 1440
Oakland, CA 94612-3517

Robert J. Stefanko
341 South Bellefield Avenue
Pittsburgh, PA 15213

John Stember
Low Income Advocate Parties
1705 Allegheny Building
429 Forbes Avenue
Pittsburgh, PA 15219

Stephen L. Feld
FirstEnergy Corp.
76 South Main Street
Akron, OH 44308

Mark J. McGuire, Esq.
Ronald Carroll, Esq.
Jenner & Block
601 13th Street, N.W.
Suite 1200
Washington, D.C. 20005

David Hughes
4037 Ludwick Street
Pittsburgh, PA 15217

James Cawley, Esq.
(Mid-Atlantic Power Supply Association)
Rhoads & Sinon, LLP
One South Market Square, 12th Floor
Harrisburg, PA 17101

Kevin McKeon, Esq.
(Peoples Natural Gas Company)
Malatesta Hawke & McKeon
Harrisburg Energy Center, P.O. Box 1778
Harrisburg, PA 17101

Donald Ayersman, Jr.
1125 Denver Avenue
Morgantown, WV 26505

Tim Merrill
The Eastern Group
4 Penn Center West, Suite 200
Pittsburgh, PA 15276

Thomas Gadsden
Morgan, Lewis & Bockius
2000 One Logan Square
Philadelphia, PA 19103

Emmitt House
Thomas J. Augspurger
Office of General Counsel
Midcon Gas Services Corp. and MC², Inc.
701 East 22nd Street
Lombard, IL 60148

Joseph A. Dworetzky.
John Lavelle, Jr.
Luke Dembosky
Hangley, Aronchick, Segal & Pudlin
One Logan Square, 12th Floor
Philadelphia, PA 19103

Roger E. Clark, Esq.
Attorney for the Environmentalists
905 Denston Drive
Ambler, PA 19002-3901

Scott J. Rubin
3 Lost Creek Drive
Selinsgrove, PA 17870-9357

Paul Russell
Pennsylvania Power & Light Co.
2 North 9th Street
Allentown, PA 18101

John O'Brien
Wheeled Electric Power Co.
50 Charles Lindburgh Boulevard
Suite 207
Uniondale, NY 11553

Lisa Yoho
Enron Power Marketing, Inc.
1400 Smith Street
P.O. Box 4428
Houston, TX 77002

Environmental Energy Project
3700 Vartan Way
Harrisburg, PA 17110

Patricia Armstrong
Thomas, Thomas, Armstrong & Niesen
212 Locust Street, Suite 500
P.O. Box 9500
Harrisburg, PA 17106-9500

David M. Boonin
New Energy Ventures East, LLC
1845 Walnut Street
Suite 2525
Philadelphia, PA 19103

Daniel Clearfield
Gerald Gornish
Alan Kohler
T. Leshko
Enron Power Marketing, Inc.
212 Locust Street, Suite 300
Locust Court Building
Harrisburg, PA 17101

Brian Kalcic
Excel Consulting
225 S. Meramec Avenue, Suite 720-T
St. Louis, MO 63105

Albert M. Benincasa
Director, Regulatory Affairs
Skipping Stone
46 9th Avenue
Sea Cliff, NY 11579

Larry R. Crayne
Richard S. Herskovitz
Duquesne Light Company
411 Seventh Avenue, P.O. Box 1930
Pittsburgh, PA 15230-1930

Bruce A. Americus
Samuel W. Braver
Buchanan Ingersoll, P.C.
One Oxford Centre, 20th Floor
301 Grant Street
Pittsburgh, PA 15219-1410

Vickiren S. Aeschleman
Director, Regulatory Policy
QST Energy, Inc.
300 Hamilton Blvd.
Suite 300
Peoria, IL 61602

John Wilson
Executive Director
Community Action Association
of Pennsylvania
222 Pine Street
Harrisburg, PA 17101

Gary A. Jeffries
CNG Energy Services Corporation
One Park Ridge Center
P.O. Box 15746
Pittsburgh, PA 15244-0746

Sheila Hollis
Mary Ann Ralls
Stephanie Sugrue
Duane, Morris & Heckscher LLP
1667 K Street, N.W.
Suite 700
Washington, D.C. 20006

Douglas F. John
Gordon J. Smith
Joelle K. Ogg
John & Hengerer
1200 17th Street, N.W.
Suite 600
Washington, D.C. 20036-3006

Mary McFall Hopper, Esq.
Paul Bonney, Esq.
PECO Energy Company
2301 Market Street, S23-1
P.O. Box 8699
Philadelphia, PA 19101-8699

Donald A. Kaplan, Esq.
Lisa M. Helpert, Esq.
Preston, Gates, Ellis & Rouvelas Meeds LLP
1735 New York Ave., N.W.
Suite 500
Washington, D.C. 20006-4759

Dr. Roger Odisio
170 Drake Road
Bethel Park, PA 15102

David Cruthirds
Electric Clearinghouse, Inc.
100 Louisiana, Suite 5800
Houston, TX 77002-5050

Jim Ferlo
Councilman
District 7
510 City-County Building
Pittsburgh, PA 15219

Timothy Moran
IBEW, System Council U-10
986 Greentree Road
Pittsburgh, PA 15220

Allegheny Electric Cooperative, Inc.
212 Locust Street, P.O.Box 1266
Harrisburg, PA 17108-1266

Rodney Akers
Assistant City Solicitor, Department of Law
City of Pittsburgh
313 City-County Building
Pittsburgh, PA 15219

Kenneth Maiman
Andrews & Kurth L.L.P.
805 Third Avenue, 7th Floor
New York, NY 10022-7509

Deneice Covert Zeve, Esq.
Terry Lupia, Esq.
14th Floor Strawberry Square
Harrisburg, PA 17120

Cindy Datig
\$1 Energy Fund
P.O. Box 42329
Pittsburgh, PA 15203

Darlene Westfall
Agent
564 Forbes Avenue
Pittsburgh, PA 15219

Harvey Marcus
5644 Hempstead Road
Pittsburgh, PA 15217

Lou Sauers
Pennsylvania Public Utility Commission
7th Floor Barto Building, P.O. Box 3265
Harrisburg, PA 17105-3265

The Honorable Lawrence Roberts
Pennsylvania House of Representatives - 51st District
House Post Office - Main Capitol
Harrisburg, PA 17120

The Honorable Richard A. Kasunic
Democratic Policy Chairman
Senate of Pennsylvania
Senate Post Office - Main Capitol
Harrisburg, PA 17120

Robert L. Simpson
Executive Director
Crispus Attucks Association Inc.
605 South Duke Street
York, PA 17403

The Honorable Richard F. Vidmer
Chairman
Westmoreland County Commissioners
101 Courthouse Square
Greensburg, PA 15601

Michael W. Krajovic
Executive Vice President
Fay-Penn Economic Development Council
Two West Main Street, Suite 407, P.O. Box 2101
Uniontown, PA 15401-170

The Honorable Patrick E. Fleagle
90th Legislative District
House Post Office Box 202020 - Main Capitol Building
Harrisburg, PA 17120-2020

Jeffrey M. Bladen
Manager, Corporate Development
New Energy Ventures East LLC
1845 Walnut Street, Suite 2525
Philadelphia, PA 19103

John E. Molinda
Strategic Energy Ltd.
2 Gateway Center
Pittsburgh, PA 15222-1458

James E. Cawley
Rhoads & Sinon
Dauphin Bank Building, Twelfth Floor
One South Market Square, P.O. Box 1146
Harrisburg, PA 17108-1146

Mary Rugh
Facilities Management Division
University of Pittsburgh
Eureka Building, 3400 Forbes Avenue
Pittsburgh, PA 15260

The Honorable Jack Wagner
42nd District
Senate Box 203042
Harrisburgh, PA 17120-3042

The Honorable Michael R. Veon
Pennsylvania State Representative
Main Capitol Building, House Box 202020
Harrisburg, PA 17120-2020

The Honorable Melissa Hart
40th Senatorial District
Senate Post Office - Main Capitol
Harrisburg, PA 17120

The Honorable Tim Murphy
37th Senatorial District
Senate Post Office - Main Capitol
Harrisburg, PA 17120

David E. Pomper
Cynthia S. Bogorad
Speigel & McDiarmid
1350 New York Avenue, N.W.
Washington, D.C. 20005-4798

The Honorable Susan Laughlin
c/o R. David Myers
16 East Wing
Harrisburg, PA 17120

The Honorable Francis J. Dermody
600 Woodland Avenue
Oakmont, PA 15139

The Honorable Frank Dermody
Allegheny Co. Democratic Delegation
801 Freeport Road
Cheswick, PA 15024-1209

The Honorable Anthony Deluca
Allegheny Co. Democratic Delegation
11609 Penn Hills Drive
Pittsburgh, PA 15235-3329

The Honorable David Levdansky
Allegheny Co. Democratic Delegation
112 Second Avenue
Elizabeth, PA 15037-1539

The Honorable Susan Laughlin
Allegheny Co. Democratic Delegation
555 Merchant Street
Ambridge, PA 15003-2464

The Honorable Tom Michlovic
Allegheny Co. Democratic Delegation
519 Penn Avenue
Turtle Creek, PA 15145

The Honorable Ivan Itkin
Allegheny Co. Democratic Delegation
6954 Reynolds Street
Pittsburgh, PA 15208-2953

The Honorable Ivan Itkin
Allegheny Co. Democratic Delegation
1148 Greenfield Avenue
Pittsburgh, PA 15217-2953

The Honorable Terry E. Van Horne
Allegheny Co. Democratic Delegation
1625 Fifth Avenue
Arnold, PA 15068-4415

The Honorable Frank J. Pistella
Allegheny Co. Democratic Delegation
506 S. Millvale Avenue
Pittsburgh, PA 15224-2118

The Honorable Frank Gigliotti
Allegheny Co. Democratic Delegation
2023 E. Carson Street
Pittsburgh, PA 15203-1929

The Honorable Harry Readshaw
Allegheny Co. Democratic Delegation
5101 Old Clairton Road
Pittsburgh, PA 15236

The Honorable Tom C. Petrone
Allegheny Co. Democratic Delegation
179 Steuben Street, P.O. Box 8557
Pittsburgh, PA 15220

The Honorable Richard D. Olasz
Allegheny Co. Democratic Delegation
3702 Greensprings Avenue
West Mifflin, PA 15122-1753

The Honorable Don Walko
Allegheny Co. Democratic Delegation
3722 Brighton Road
Pittsburgh, PA 15212

The Honorable Joseph Preston, Jr.
Allegheny Co. Democratic Delegation
6203 Penn Avenue
Pittsburgh, PA 15206-4005

The Honorable Joseph Markosek
Allegheny Co. Democratic Delegation
4232 Northern Pike
Monroeville, PA 15146-2732

The Honorable Dave Mayernik
Allegheny Co. Democratic Delegation
440 Perry Highway
Pittsburgh, PA 15229

The Honorable Nicholas Colafella
c/o R. David Myers
16 East Wing
Harrisburg, PA 17120

The Honorable Gerald Lavallo
c/o R. David Myers
16 East Wing
Harrisburg, PA 17120

The Honorable Michael R. Veon
c/o R. David Myers
16 East Wing
Harrisburg, PA 17120

Bea Schulte, Commissioner
Dan Donatella, Commissioner
County of Beaver Board of Commissioners
Beaver County Courthouse
Beaver, PA 15009

Dennis Bloom
IBEW Local 272
617 Midland Avenue
Midland, PA 15059

The Honorable G. Travaglio
The Honorable V. J. Lescovitz
The Honorable F. LaGrotta
The Honorable H. William Deweese
House of Representatives
House Post Office - Main Capitol
Harrisburg, PA 17120

The Honorable S. Steelman
The Honorable J. Shaner
The Honorable T. Harhai
The Honorable P. Daley II
The Honorable A. Colaizzo
House of Representatives
House Post Office - Main Capitol
Harrisburg, PA 17120

The Honorable J. Casorio, Jr.
The Honorable T. Tangretti
House of Representatives
House Post Office - Main Capitol
Harrisburg
PA, 17120

The Honorable Albert Belan
Senate of Pennsylvania
Senate Post Office - Main Capitol
Harrisburg, PA 17120

The Honorable Ross Boggs, Jr.
Minority Leader
Ohio House of Representatives
4779 Route 7 North
Andover, OH 44003

The Honorable David Levdansky
311 South Office Building, House Box 202020
Harrisburg, PA 17120-2020

David T. Kotecki
President
Local 270, Utility Workers Union of America
4205 Chester Avenue
Cleveland, OH 44103-3615

John Horton
Senior Regulatory Analyst
Midcon Corporation
701 East 22nd Street
Lombard, IL 60148

GPU Energy
2800 Pottsville Pike
Reading, PA 19640-0001

James Dougherty
Robert Weishaar, Jr.
Pamela Polacek
David Kleppinger
100 Pine Street, P.O. Box 1166
Harrisburg, PA 17108-1166

Honorable Jeffrey Habay
House Box 202020
Room 163B East Wing
Harrisburg, PA 17120-2020

David Hodgden
Ohio Public Utility Commission
180 East Broad Street
Columbus, OH 43215-3793

David E. Wightman
President
Utility Workers Union of America
220 Forbes Road, Suite 210
Braintree, MA 02184

Carl Wood
National Representative
Utility Workers Union of America
168 Amigos Way
Fallbrook, CA 92028

John L. Munsch, Esq.
Allegheny Energy, Inc.
800 Cabin Hill Drive
Greensburg, PA 15601-1689

W. Edwin Ogden, Esq.
Jeffrey A. Franklin, Esq.
Ryan, Russell, Ogden & Seltzer LLP
1100 Berkshire Boulevard, Suite 301
Reading, PA 19610-1221

Wanda M. Schiller, Esq.
(Strategic Energy)
Two Gateway Center
Pittsburgh, PA 15222

James McCormick
1940 Robert Road
Meadbrook, PA 19046