FENOC

FirstEnergy Nuclear Operating Company

76 South Main Street
Akron, Ohio 44308

Joseph J. Hagan
President and Chief Nuclear Officer

330-761-7895
Fax: 330-384-5669

March 8, 2010
L-10-067

10 CFR 50.75

ATTN: Document Control Desk
U. S. Nuclear Regulatory Commission
Washington, DC 20555-0001

SUBJECT:
Beaver Valley Power Station, Unit Nos. 1 and 2
Docket No. 50-334, License No. DPR-66
Docket No. 50-412, License No. NPF-73

Perry Nuclear Power Plant, Unit No. 1
Docket No. 50-440, License No. NPF-58
Request for NRC Consent to Extinguish Parental Guaranty

Pursuant to Paragraph 13 of the Parental Guaranty dated December 16, 2005, between FirstEnergy Corp. (FE) and FirstEnergy Nuclear Generation Corp. (FENGenCo) (Enclosure A), the FirstEnergy Nuclear Operating Company (FENOC), on behalf of FE and FENGenCo, hereby requests the U. S. Nuclear Regulatory Commission (NRC) consent to extinguish the current Parental Guaranty. FENGenCo has concluded that the $80 million Parental Guaranty is no longer needed. FENGenCo has obtained a $15 million Parental Guaranty that will take effect when the existing $80 million Parental Guaranty is extinguished.

The current Parental Guaranty provides $80 million in additional financial assurance for the decommissioning of FENGenCo's 100 percent ownership interest in Beaver Valley Power Station, Unit No. 1 (BVPS 1), 60.08 percent ownership interest in Beaver Valley Power Station, Unit No. 2 (BVPS 2), and 87.42 percent ownership interest in Perry Nuclear Power Plant, Unit No. 1 (PNPP).

Based upon nuclear decommissioning trust (NDT) balances for BVPS 2 and PNPP as of December 31, 2009, the existing NDTs provide financial assurance for decommissioning these units using the prepayment method in accordance with 10 CFR 50.75(e)(1)(i). As of December 31, 2009, the BVPS 1 NDT has a shortfall of approximately $15 million. This shortfall would be met with a Parental Guaranty for BVPS 1 in the amount of $15 million.

A001
NRR

The following table provides updated information regarding the status of FENGenCo's NDTs. The table includes an updated calculation of the NRC minimum formula amount for BVPS 1, BVPS 2, and PNPP pursuant to 10 CFR 50.75(c) using the available preliminary data from the Bureau of Labor Statistics for the end of 2009 (using the December or fourth quarter values, as appropriate). Also included are the projected earnings on the reported balances as permitted by 10 CFR 50.75(e)(1)(i).

	12/31/2009 Balance[1]	**With Projected Earnings[1]**	**NRC Minimum[1]**
BVPS 1 (100%)	$214,623,776	$386,493,211	$400,617,549
BVPS 2 (100%)	$269,380,597	$607,154,144	$400,617,549
BVPS 2 (60.08%)	$131,989,590	$297,489,972	$240,691,023
PNPP (100%)	$391,473,610	$580,227,319	$565,787,805
PNPP (87.42%)	$335,726,926	$497,601,701	$494,611,699

Note 1: Mathematical rounding was performed during the development of the supporting calculations.

The above table indicates that the December 31, 2009 NDT total asset balances for BVPS 2 and PNPP, both on a 100 percent basis and for FENGenCo's ownership interests, satisfy the prepayment method of decommissioning funding assurance pursuant to 10 CFR 50.75(e)(1)(i) when earnings are credited for the remaining life of the units under the existing licenses and an assumed seven year DECON period. There is a shortfall of approximately $14.1 million for BVPS 1. FENGenCo proposes to use a combination of the prepayment and guaranty methods to provide financial assurance, as authorized by 10 CFR 50.75(e)(1)(vi). The prepayment value of $386,493,211 (with earnings credited) and guaranty value of $15 million, total $401,493,211, which exceeds the NRC minimum required assurance of $400,617,549.

FENGenCo has obtained a $15 million Parental Guaranty that becomes effective and revokes the current $80 million Parental Guaranty upon NRC's consent to extinguish the current $80 million Parental Guaranty. Pursuant to Paragraph 13 of the Parental Guaranty dated December 16, 2005, FE and FENGenCo will not extinguish the existing $80 million Parental Guaranty prior to NRC approval of the $15 million Parent Guaranty.

Copies of the new $15 million Parental Guaranty and the certifications that FE meets the applicable financial test are included as Enclosures B and C, respectively. In addition, an updated certification that FE meets the applicable financial test for the existing $80 million Parental Guaranty is included as Enclosure D. These financial tests were conducted based on 2009 FE audited financial results.

Recently, Standard & Poor's downgraded FE's senior unsecured debt to a rating of BB+. However, Moody's reaffirmed its rating of Baa3 for FE's senior unsecured debt. FE therefore continues to qualify under the standards established for parental guaranties in 10 CFR Part 30, Appendix A.

In 2009, the licenses for BVPS 1 and BVPS 2 were extended by 20 years. As such, the amount of prepaid funds in the NDTs that is required has been reduced, because there will be 20 more years of earnings in the NDTs. In the letter requesting the transfer of the Pennsylvania Power Company's ownership in BVPS 1, BVPS 2, and PNPP to FENGenCo dated May 18, 2005, FENGenCo had planned to receive $80 million in additional funding from the Pennsylvania Power Company and other affiliates and make additional contributions to its NDTs by 2010. However, given the additional earnings that are now expected, these contributions are no longer necessary, and FENGenCo no longer has any current plans to make arrangements for any such future deposits.

There are no regulatory commitments contained in this letter. If there are any questions, or if additional information is required, please contact Mr. Thomas A. Lentz, Manager – Fleet Licensing, at (330) 761-6071.

Sincerely,

Joseph J. Hagan

Enclosures:
A. Parental Guaranty dated December 16, 2005
B. Parental Guaranty dated March 4, 2010
C. Chief Financial Officer Certification for the $15 Million Parental Guaranty
D. Chief Financial Officer Certification for the $80 Million Parental Guaranty

cc: NRC Region I Administrator
NRC Region III Administrator
NRC Resident Inspector (Beaver Valley)
NRC Resident Inspector (Perry)
NRR Project Manager (Beaver Valley)
NRR Project Manager (Perry)
Director BRP/DEP
Site BRP/DEP Representative

Enclosure A
L-10-067

Parental Guaranty Dated December 16, 2005
(Five Pages Follow)

PARENTAL GUARANTY

GUARANTY, dated as of December 16th, 2005, made by FirstEnergy Corp., an Ohio corporation (the "Guarantor") to Guarantor's subsidiary, FirstEnergy Nuclear Generation Corp. ("FENGenCo").

W I T N E S S E T H :

WHEREAS, Pennsylvania Power Company ("Penn Power") has agreed to transfer its undivided ownership interests in Beaver Valley Power Station, Units 1 & 2 and the Perry Nuclear Power Plant ("BVPS 1 & 2 and Perry") to FENGenCo (the "Acquired Assets");

WHEREAS, FENGenCo is an indirect wholly-owned subsidiary of the Guarantor;

WHEREAS, the NRC has promulgated regulations in Title 10, Chapter 1 of the Code of Federal Regulations ("CFR"), Part 50 which require that a holder of, or an applicant for, a license issued pursuant to 10 CFR Part 50 provide assurance that funds will be available when needed for required decommissioning activities;

WHEREAS, Penn Power will transfer approximately $140 million to qualified and non-qualified decommissioning trust funds established and maintained by FENGenCo for BVPS 1 & 2 and Perry;

WHEREAS, it is estimated that a total of approximately $220 million in decommissioning funding assurance is necessary to meet FENGenCo's pro rata share of the NRC decommissioning funding requirements for BVPS 1 & 2 and Perry, and therefore that approximately $80 million in decommissioning funding assurance in addition to the amounts held in the qualified and non-qualified funds is necessary; and

WHEREAS, the Guarantor expects to receive substantial indirect benefits from the acquisition of the Acquired Assets by FENGenCo (which benefits are hereby acknowledged), and accordingly, desires to execute and deliver this Guaranty in order to provide financial assurance for FENGenCo's pro rata share of decommissioning activities for BVPS 1 & 2 and Perry as required by 10 CFR Part 50;

NOW, THEREFORE, in consideration of the foregoing and other benefits accruing to the Guarantor, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby makes the following representations and warranties to FENGenCo and hereby covenants and agrees as follows:

1. The Guarantor has full authority and capacity to enter into this Guaranty under its bylaws, articles of incorporation, and the laws of the State of Ohio, its state of incorporation. Guarantor has approval from its Board of Directors to enter into this guaranty.

2. This guarantee is being issued so that FENGenCo will be in compliance with regulations issued by the Nuclear Regulatory Commission (NRC), an agency of the U.S. Government, pursuant to the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974. The NRC has promulgated regulations in Title 10, Chapter I of the Code of Federal Regulations, Part 50, which require that a holder of, or an applicant for, a license issued pursuant to 10 CFR Part 50 provide assurance that funds will be available when needed for required decommissioning activities.

3. This guarantee is issued to provide financial assurance for decommissioning activities for BVPS 1, License No. DPR-66; BVPS 2, License No. NPF-73; and Perry, License No. NPF-58 as required by 10 CFR Part 50. The decommissioning costs for these facilities are guaranteed in the amount of $80 million.

4. The Guarantor meets or exceeds criteria from Financial Test II.A.2 from 10 CFR Part 30, Appendix A and agrees to notify FENGenCo and the NRC of any changes in its ability to meet the Appendix A criteria in compliance with the notification requirements as specified in 10 CFR Part 50. Specifically, the Guarantor possesses:

   (a)(i) A current rating of its senior unsecured debt rating of BBB- as issued by Standard and Poor's, or Baa3 as rated by Moody's; and

   (ii) Tangible net worth is at least $10 million and at least six times the current decommissioning cost estimate or Guaranty amount; and

   (iii) Assets located in the United States amounting to at least 90 percent of its total assets or at least six times the current decommissioning cost or Guaranty amount.

5. The Guarantor has majority control of the voting stock in FENGenCo. FENGenCo is located at 76 South Main Street, Akron, Ohio 44308. FENGenCo has ownership interests in the following facilities: BVPS 1, License No. DPR-66; BVPS 2, License No. NPF-73; and Perry, License No. NPF-58.

6. The term "decommissioning activities" as used herein refers to the activities required by 10 CFR Part 50 for decommissioning of the facilities identified above.

7. For value received from FENGenCo and pursuant to the authority conferred upon the Guarantor, the Guarantor guarantees that if FENGenCo fails to perform the required decommissioning activities, as required by License Nos. DPR-66, NPF-73 and NPF-58, due to lack of funds, the Guarantor shall:

   (a) provide all funds necessary, up to the amount of this Guaranty in 2005 dollars and as adjusted for inflation, to carry out the required activities, or

(b) set up a trust fund in favor of FENGenCo in the amount of these current cost estimates or guaranty amount for these activities.

8. The Guarantor agrees to submit revised financial statements, financial test data, and a special auditor's report and reconciling schedule to the NRC annually within 90 days of the close of the parent Guarantor's fiscal year.

9. The Guarantor and FENGenCo agree that if the Guarantor fails to meet the financial test criteria at any time after this Guaranty is established, the Guarantor and FENGenCo shall send, within 90 days of the end of the fiscal year in which the Guarantor fails to meet the financial test criteria, by certified mail, notice to the NRC. If FENGenCo fails to provide alternative financial assurance as specified in 10 CFR Part 50, as applicable, and obtain written approval of such assurance from the NRC within 180 days of the end of such fiscal year, the Guarantor shall provide such alternative financial assurance in the name of FENGenCo or make full payment under the Guaranty to a standby trust established by FENGenCo.

10. Independent of any notification under paragraph 8 above, if the NRC determines for any reason that the Guarantor no longer meets the financial test criteria or that it is disallowed from continuing as a Guarantor for the facilities under License Nos. DPR-66, NPF-73 or NPF-58, the Guarantor agrees that within 90 days after being notified by the NRC of such determination, an alternative financial assurance mechanism as specified in 10 CFR Part 50 as applicable, shall be established by the Guarantor in the name of FENGenCo unless FENGenCo has done so.

11. The Guarantor as well as its successors and assigns shall remain bound jointly and severally under this Guaranty notwithstanding any or all of the following: amendment or modification of license or NRC-approved decommissioning funding plan for that facility, the extension or reduction of the time of performance of required activities, or any other modification or alteration of an obligation of FENGenCo pursuant to 10 CFR Part 50.

12. The Guarantor agrees that it will be liable for all litigation costs incurred by FENGenCo or the NRC in any successful effort to enforce the agreement against the Guarantor.

13. The Guarantor agrees to remain bound under this Guaranty for as long as FENGenCo must comply with the applicable financial assurance requirements of 10 CFR Part 50, for the previously listed facilities, except that this Guaranty may be extinguished by the agreement of Guarantor and FENGenCo with the prior written consent of the NRC, and except that the Guarantor may cancel this Guaranty by sending notice by certified mail to the NRC and to FENGenCo, such cancellation to become effective no earlier than 120 days after receipt of such notice by both the NRC and FENGenCo as evidenced by the return receipts. If

FENGenCo fails to provide alternative financial assurance as specified in 10 CFR Part 50, as applicable, and obtain written approval of such assurance within 120 days after the sending of the above notice by the Guarantor, the Guarantor shall provide such alternative financial assurance.

14. The Guarantor expressly waives notice of acceptance of this Guaranty by the NRC or by FENGenCo. The Guarantor also expressly waives notice of amendments or modification of the decommissioning requirements and of amendments or modifications of the licenses.

15. If the Guarantor files financial reports with the U.S. Securities and Exchange Commission (SEC), then it shall promptly submit them to the NRC during each year in which this Guarantee is in effect.

16. This Guaranty and the rights and obligations of the FENGenCo and the Guarantor hereunder, shall be governed by and construed in accordance with the domestic laws of the State of Ohio without giving effect to any choice or conflict-of-law provision or rule (whether of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Ohio. The Guarantor and the FENGenCo each consent to the exclusive jurisdiction and venue of any state or federal court within the State of Ohio for adjudication of any suit, claim, action or other proceeding at law or in equity relating to this Guaranty, or to any transaction contemplated hereby. The Guarantor and FENGenCo each accept, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waive any objection as to venue, and any defense of *forum non conveniens*. The Guarantor hereby irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the Guarantor at its address set forth opposite its signature below, such service to become effective 30 days after such mailing. Nothing herein shall affect the right of FENGenCo to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Guarantor in any other jurisdiction. The Guarantor hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with the Guaranty brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

17. All notices and other communications hereunder shall be made at 76 South Main Street, Akron, Ohio 44308.

I hereby certify that this Guaranty is true and correct to the best of my knowledge.

Effective date: December 16, 2005

FirstEnergy Corp.

By _____

Richard H. Marsh
Senior Vice President

STATE OF OHIO

COUNTY OF SUMMIT

Subscribed and sworn to me, a Notary Public, in and for the City/County and State above named, this 8th day of December, 2005.

_____

My Commission Expires: _____
Kathleen Anne Grant
Notary Public, State of Ohio
Resident of Summit County
My Commission Expires Nov. 8, 2009.

FirstEnergy Nuclear Generation Corp.

By _____

David W. Whitehead
Corporate Secretary

STATE OF OHIO

COUNTY OF SUMMIT

Subscribed and sworn to me, a Notary Public, in and for the City/County and State above named, this 5th day of December, 2005.

_____

My Commission Expires: _____

CHRISTINE A. ROSENBERGER
Notary Public, State of Ohio
My Commission Expires Feb. 20, 2006

Enclosure B
L-10-067

Parental Guaranty Dated March 4, 2010
(Five Pages Follow)

PARENTAL GUARANTY

GUARANTY, dated as of March 4, 2010, made by FirstEnergy Corp., an Ohio corporation (the "Guarantor") to Guarantor's indirect, wholly-owned subsidiary, FirstEnergy Nuclear Generation Corp. ("FENGenCo").

W I T N E S S E T H:

WHEREAS, FENGenCo is an indirect, wholly-owned subsidiary of the Guarantor and has a 100% undivided ownership interest in Beaver Valley Power Station, Unit No. 1 (BVPS 1);

WHEREAS, the NRC has promulgated regulations in Title 10, Chapter 1 of the Code of Federal Regulations ("CFR"), Part 50 which require that a holder of, or an applicant for, a license issued pursuant to 10 CFR Part 50 provide assurance that funds will be available when needed for required decommissioning activities;

WHEREAS, the Guarantor receives substantial indirect benefits from owning its indirect subsidiary, FENGenCo (which benefits are hereby acknowledged), and accordingly, desires to execute and deliver this Guaranty in order to provide financial assurance for FENGenCo's obligation for the decommissioning of BVPS 1 as required by 10 CFR Part 50; and

WHEREAS, the Guarantor previously entered into a Guaranty dated December 16, 2005, which it intends to revoke and replace with this Guaranty;

NOW, THEREFORE, in consideration of the foregoing and other benefits accruing to the Guarantor, the receipt and sufficiency of which are hereby acknowledged, the Guarantor hereby makes the following representations and warranties to FENGenCo and hereby covenants and agrees as follows:

1. The Guarantor has full authority and capacity to enter into this Guaranty under its bylaws, articles of incorporation, and the laws of the State of Ohio, its state of incorporation. Guarantor has approval from its Board of Directors to enter into this guaranty.

2. This guaranty is being issued so that FENGenCo will be in compliance with regulations issued by the Nuclear Regulatory Commission (NRC), an agency of the U.S. Government, pursuant to the Atomic Energy Act of 1954, as amended, and the Energy Reorganization Act of 1974. The NRC has promulgated regulations in Title 10, Chapter I of the Code of Federal Regulations, Part 50, which require that a holder of, or an applicant for, a license issued pursuant to 10 CFR Part 50 provide assurance that funds will be available when needed for required decommissioning activities.

3. This guaranty is issued to provide financial assurance for decommissioning activities for BVPS 1, Docket No. 50-334, License No. DPR-66 as required by 10 CFR Part 50. The decommissioning costs for BVPS 1 are guaranteed in the amount of $15 million.

4. The Guarantor will meet or exceed the criteria from Financial Test II.A.2 from 10 CFR Part 30, Appendix A and agrees to notify FENGenCo and the NRC of any changes in its ability to meet the Appendix A criteria in compliance with the notification requirements as specified in 10 CFR Part 50. Specifically, the Guarantor will possess:

(a)(i) A current rating of its senior unsecured debt rating of BBB- or higher as issued by Standard and Poor's, or Baa3 or higher as rated by Moody's; and

(ii) Tangible net worth is at least $10 million and at least six times the current decommissioning cost estimate or Guaranty amount; and

(iii) Assets located in the United States amounting to at least 90 percent of its total assets or at least six times the current decommissioning cost or Guaranty amount.

5. The Guarantor has an indirect majority control of the voting stock in FENGenCo. FENGenCo is located at 76 South Main Street, Akron, Ohio 44308. FENGenCo owns the following facility: BVPS 1, License No. DPR-66.

6. The term "decommissioning activities" as used herein refers to the activities required by 10 CFR Part 50 for decommissioning of the facilities identified above.

7. For value received from FENGenCo and pursuant to the authority conferred upon the Guarantor, the Guarantor guarantees that if FENGenCo fails to perform the required decommissioning activities, as required by License No. DPR-66, due to lack of funds, the Guarantor shall:

(a) provide all funds necessary, up to the amount of this Guaranty to carry out the required activities, or

(b) set up a trust fund in favor of FENGenCo in the amount of this guaranty amount for these activities.

8. The Guarantor agrees to submit revised financial statements, financial test data, and a special auditor's report and reconciling schedule to the NRC annually within 90 days of the close of the parent Guarantor's fiscal year.

9. The Guarantor and FENGenCo agree that if the Guarantor fails to meet the financial test criteria at any time after this Guaranty is established, the Guarantor and FENGenCo shall send, within 90 days of the end of the fiscal year in which the Guarantor fails to meet the financial test criteria, by certified mail, notice to the NRC. If FENGenCo fails to provide alternative financial assurance as specified in 10 CFR Part 50, as applicable, and obtain written approval of such assurance from the NRC within 180 days of the end of such fiscal year, the Guarantor shall provide such alternative financial assurance in the name of FENGenCo or make full payment under the Guaranty to a standby trust established by FENGenCo.

10. Independent of any notification under paragraph 8 above, if the NRC determines for any reason that the Guarantor no longer meets the financial test criteria or that it is disallowed from continuing as a Guarantor for the facilities under License No. DPR-66, the Guarantor agrees that within 90 days after being notified by the NRC of such determination, an alternative financial assurance mechanism as specified in 10 CFR

Part 50 as applicable, shall be established by the Guarantor in the name of FENGenCo unless FENGenCo has done so.

11. The Guarantor as well as its successors and assigns shall remain bound jointly and severally under this Guaranty notwithstanding any or all of the following: amendment or modification of license or NRC-approved decommissioning funding plan for that facility, the extension or reduction of the time of performance of required activities, or any other modification or alteration of an obligation of FENGenCo pursuant to 10 CFR Part 50.

12. The Guarantor agrees that it will be liable for all litigation costs incurred by FENGenCo or the NRC in any successful effort to enforce the agreement against the Guarantor.

13. The Guarantor agrees to remain bound under this Guaranty for as long as FENGenCo must comply with the applicable financial assurance requirements of 10 CFR Part 50, for the previously listed facility, except that this Guaranty may be cancelled and extinguished or the amount of the Guaranty specified in Paragraph 3 may be amended by the agreement of Guarantor and FENGenCo with the prior written consent of the NRC, and except that the Guarantor may cancel this Guaranty by sending notice by certified mail to the NRC and to FENGenCo, such cancellation to become effective no earlier than 120 days after receipt of such notice by both the NRC and FENGenCo as evidenced by the return receipts. If FENGenCo fails to provide alternative financial assurance as specified in 10 CFR Part 50, as applicable, and obtain written approval of such assurance within 120 days after the sending of the above notice by the Guarantor, the Guarantor shall provide such alternative financial assurance.

14. The Guarantor expressly waives notice of acceptance of this Guaranty by the NRC or by FENGenCo. The Guarantor also expressly waives notice of amendments or modification of the decommissioning requirements and of amendments or modifications of the licenses.

15. The Guarantor files financial reports with the U.S. Securities and Exchange Commission (SEC), which are available to NRC and need not be submitted separately in accordance with 10 CFR 50.71(b).

16. This Guaranty and the rights and obligations of the FENGenCo and the Guarantor hereunder, shall be governed by and construed in accordance with the domestic laws of the State of Ohio without giving effect to any choice or conflict-of-law provision or rule (whether of Ohio or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Ohio. The Guarantor and the FENGenCo each consent to the exclusive jurisdiction and venue of any state or federal court within the State of Ohio for adjudication of any suit, claim, action or other proceeding at law or in equity relating to this Guaranty, or to any transaction contemplated hereby. The Guarantor and FENGenCo each accept, generally and unconditionally, the exclusive jurisdiction and venue of the aforesaid courts and waive any objection as to venue, and any defense of *forum non conveniens*. The Guarantor hereby irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the Guarantor

at its address set forth opposite its signature below, such service to become effective 30 days after such mailing. Nothing herein shall affect the right of FENGenCo to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Guarantor in any other jurisdiction. The Guarantor hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with the Guaranty brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

17. All notices and other communications hereunder shall be made to FirstEnergy Corp.'s Chief Financial Officer and General Counsel at 76 South Main Street, Akron, Ohio 44308.

18. It is intended that this Guaranty shall replace the existing Guaranty dated December 16, 2005, which shall be, and is hereby, cancelled, revoked and rescinded with no further force and effect upon receipt of the prior written consent of the NRC required pursuant to the terms of Paragraph 13 of that Guaranty. Upon receipt of such written consent from NRC, this Guaranty shall take effect, replace and supersede the prior Guaranty dated December 16, 2005, which shall become null and void.

I hereby certify that this Guaranty is true and correct to the best of my knowledge.

Effective date: _____

FirstEnergy Corp.

By _____

James F. Pearson
Vice President & Treasurer

STATE OF OHIO
COUNTY OF SUMMIT

Subscribed and sworn to me, a Notary Public, in and for the City/County and State above named, this 4th day of March, 2010.

_____

My Commission Expires: 8/28/11

Michele A. Buchtel
Resident Summit County
Notary Public, State of Ohio
My Commission Expires: 08/28/11

FirstEnergy Nuclear Generation Corp.

By _____

Rhonda S. Ferguson
Corporate Secretary

STATE OF OHIO
COUNTY OF SUMMIT

Subscribed and sworn to me, a Notary Public, in and for the City/County and State above named, this 4th day of March 2010.

_____

My Commission Expires: 11/22/2014

KELLY INGERSOLL
NOTARY PUBLIC • STATE OF OHIO
Recorded in Wayne County
My commission expires Nov. 22, 2014

Enclosure C
L-10-067

Chief Financial Officer Certification
for the $15 Million Parental Guaranty
(Five Pages Follow)

FirstEnergy®

76 South Main Street
Akron, Ohio 44308

Mark T. Clark
Executive Vice President and
Chief Financial Officer

330-384-5817
Fax: 330-252-1415
E-Mail: clarkm@firstenergycorp.com

ATTN: Document Control Desk
U.S. Nuclear Regulatory Commission
Washington DC 20555-0001

Subject: FirstEnergy Corp. Parent Guaranty of Funds for Decommissioning:
Letter from Chief Financial Officer to Demonstrate Financial Assurance

I am the Executive Vice President and Chief Financial Officer of FirstEnergy Corp., 76 South Main Street, Akron, Ohio 44308, an Ohio corporation. This letter is in support of this firm's use of the financial test to demonstrate financial assurance, as specified in 10 CFR Part 50.

Upon approval of the new Guaranty by the NRC, this firm guarantees, through the parent company guaranty submitted to demonstrate compliance under 10 CFR Part 50, up to $15 million of the decommissioning costs of the following facility owned or operated by a subsidiary of this firm. The current cost estimate or amount of decommissioning funding assurance required, and the amount being guaranteed, are shown for the facility:

Name of Facility	Location of Facility	Current Cost Estimate	Amount Being Guaranteed
Beaver Valley Power Station, Unit No. 1 License No. DPR-66	Shippingport, PA	$400,617,549	$15,000,000

FirstEnergy Corp. is required to file a Form 10K with the U.S. Securities and Exchange Commission for the latest fiscal year. These annual financial reports are available to NRC and need not be submitted separately in accordance with 10 CFR 50.71(b).

The fiscal year of FirstEnergy Corp. ends on December 31st. The figures for the following items (Financial Test II: Alternative II) marked with an asterisk are derived from this FirstEnergy Corp.'s independently audited, year-end financial statements and footnotes for the latest completed fiscal year, ended December 31, 2009.

I hereby certify that the content of this letter is true and correct to the best of my knowledge.

MARK T. CLARK

Mark T. Clark
Executive Vice President and Chief Financial Officer, FirstEnergy Corp.

March 8, 2010

FINANCIAL TEST: ALTERNATIVE II
(10 CFR Part 30 App. A. Section II A.2.)
FirstEnergy Corp. Parent Guaranty of Funds For Decommissioning
Dollars in Millions

1.	Guaranteed amount for Beaver Valley Power Station, Unit No. 1, License No. DPR-66		$15
2.	Current bond or credit rating of most recent unsecured issuance of this firm		
	Rating		Baa3
	Name of rating service		Moody's
3.	Date of issuance of bond:		11/15/2001
4.	Date of maturity of bond:		11/15/2011
5. *	Tangible net worth**		$2,739
6. *	Total assets in United States (required only if less than 90 percent of firm's assets are located in the United States)		See Line 9 Below
		Yes	No
7.	Is line 5 at least $10?	X	
8.	Is line 5 at least 6 times line 1?	X	
9.	Are at least 90 percent of firm's assets located in the United States? If not, complete line 10.	X	
10.	Is line 6 at least 6 times line 1?	N/A	
11.	Is the rating specified on line 2 "BBB" or better (if issued by Standard & Poor's) or "Baa" or better (if issued by Moody's)?	X	

* Denotes figures derived from financial statements.
** Tangible Net Worth is defined as FirstEnergy Corp. common stockholders' equity minus goodwill, patents, trademarks, copyrights; and FirstEnergy Nuclear Generation Corp.'s net book value of Beaver Valley Power Station, Unit No. 1; plus the amount of decommissioning liability of the nuclear unit assured under this parental guaranty.

FIRSTENERGY CORP.
YEAR ENDED DECEMBER 31, 2009
Dollars in Millions

Line Number in CFO's Letter	Per Financial Statements	Recon-ciling Items	Per CFO's Letter
Total Shareholders' Equity	$8,559		
Less: Goodwill, Patents, Trademarks, And Copyrights	$5,575		
Net Book Value Beaver Valley Power Station, Unit No. 1	$ 493		
Plus: Beaver Valley Power Station, Unit No. 1 Decommissioning Liability	$ 248		
5 - Tangible Net Worth	$2,739	$ 0	$2,739

PRICEWATERHOUSECOOPERS

PricewaterhouseCoopers LLP
200 Public Square, 18th Floor
Cleveland OH 44114-2301
Telephone (216) 875 3000
Facsimile (216) 566 7846

Report of Independent Accountants

To FirstEnergy Corp.:

We have performed the procedures enumerated below, which were agreed to by management of FirstEnergy Corp. (the Company) solely to assist you in evaluating the Company's compliance with the financial test as of December 31, 2009 performed in accordance with the U.S. Nuclear Regulatory Commission (the "NRC") Regulation 10 C.F.R, Section 50.75(e)(1)(iii)(B) as mandated by the Parent Company Guaranties dated December 16, 2005 and March 4, 2010. Management is responsible for the Company's compliance with those requirements. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

For the purpose of this report, we have:

1. Read the letter, dated March 8, 2010, from your Executive Vice President and Chief Financial Officer to the NRC regarding the $15 Million Parental Guaranty and performed the following procedures, which were applied as explained below:

    A. Traced and agreed the amounts in the column "Per Financial Statements", to a schedule prepared by the Company from its audited financial statements noting no differences.

    B. Traced and agreed the amount in the column "Per CFO's Letter" to line item #5 in the Company's Financial Test: Alternative II.

    C. Recomputed the Tangible Net Worth by subtracting the Company's goodwill, patents, trademarks, copyrights; and FirstEnergy Nuclear Generation Corp.'s net book value of Beaver Valley Power Station, Unit No. 1; plus the amount of decommissioning liability of the nuclear unit assured under this parental guaranty from the Company's common stockholders' equity noting no differences.

2. Read the letter, dated March 8, 2010, from your Executive Vice President and Chief Financial Officer to the NRC regarding the $80 Million Parental Guaranty and performed the following procedures, which were applied as explained below:

    A. Traced and agreed the amounts in the column "Per Financial Statements," to a schedule prepared by the Company from its audited financial statements noting no differences.

    B. Traced and agreed the amounts in the column "Per CFO's Letter" to line item #5 in the Company's Financial Test: Alternative II.

    C. Recomputed the Tangible Net Worth by subtracting the Company's goodwill, patents, trademarks, copyrights; and FirstEnergy Nuclear Generation Corp.'s net book value of Beaver Valley Power Station, Unit No. 1, Beaver Valley Power Station, Unit No. 2, and Perry Nuclear Power Plant Unit No. 1; plus the amount of decommissioning liability of the nuclear units assured under this parental guaranty from the Company's common stockholders' equity noting no differences.

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We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on compliance. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of management of the Company and is not intended to be and should not be used by anyone other than these specified parties.

PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
March 8, 2010

Enclosure D
L-10-067

Chief Financial Officer Certification
for the $80 Million Parental Guaranty
(Five Pages Follow)

FirstEnergy

76 South Main Street
Akron, Ohio 44308

Mark T. Clark
Executive Vice President and
Chief Financial Officer

330-384-5817
Fax: 330-252-1415
E-Mail: clarkm@firstenergycorp.com

ATTN: Document Control Desk
U.S. Nuclear Regulatory Commission
Washington DC 20555-0001

Subject: FirstEnergy Corp. Parent Guaranty of Funds for Decommissioning:
Letter from Chief Financial Officer to Demonstrate Financial Assurance

I am the Executive Vice President and Chief Financial Officer of FirstEnergy Corp., 76 South Main Street, Akron, Ohio 44308, an Ohio corporation. This letter is in support of this firm's use of the financial test to demonstrate financial assurance, as specified in 10 CFR Part 50.

This firm guarantees, through the parent company guaranty submitted to demonstrate compliance under 10 CFR Part 50, up to $80 million of the decommissioning costs of the following facilities owned or operated by a subsidiary of this firm. The current cost estimate or amount of decommissioning funding assurance required, and the amount being guaranteed, are shown for the facilities:

Name of Facility	Location of Facility	Current Cost Estimate	Amount Being Guaranteed
Beaver Valley Power Station, Unit No. 1 License No. DPR-66	Shippingport, PA	$400,617,549	$80,000,000
Beaver Valley Power Station, Unit No. 2 License No. NPF-73	Shippingport, PA	$400,617,549	[same]
Perry Nuclear Power Plant, Unit No. 1 License No. NPF-58	Perry, OH	$565,787,805	[same]

FirstEnergy Corp. is required to file a Form 10K with the U.S. Securities and Exchange Commission for the latest fiscal year. These annual financial reports are available to NRC and need not be submitted separately in accordance with 10 CFR 50.71(b).

The fiscal year of FirstEnergy Corp. ends on December 31st. The figures for the following items (Financial Test: Alternative II) marked with an asterisk are derived from this FirstEnergy Corp.'s independently audited, year-end financial statements and footnotes for the latest completed fiscal year, ended December 31, 2009.

I hereby certify that the content of this letter is true and correct to the best of my knowledge.

Mark T. Clark
Executive Vice President and Chief Financial Officer, FirstEnergy Corp.

March 8, 2010

FINANCIAL TEST: ALTERNATIVE II
(10 CFR Part 30 App. A. Section II A.2.)
FirstEnergy Corp. Parent Guaranty of Funds For Decommissioning
Dollars in millions

1.	Guaranteed amount for:		
	Beaver Valley Power Station, Unit No. 1, License No. DPR-66 Beaver Valley Power Station, Unit No. 2, License No. NPF-73 Perry Nuclear Power Plant, Unit No. 1, License No. NPF-58		$80
2.	Current bond or credit rating of most recent unsecured issuance of this firm		
	Rating		Baa3
	Name of rating service		Moody's
3.	Date of issuance of bond:		11/15/2001
4.	Date of maturity of bond:		11/15/2011
5. *	Tangible net worth**		$1,263
6. *	Total assets in United States (required only if less than 90 percent of firm's assets are located in the United States)		See Line 9 Below
		Yes	No
7.	Is line 5 at least $10?	X	
8.	Is line 5 at least 6 times line 1?	X	
9.	Are at least 90 percent of firm's assets located in the United States? If not, complete line 10.	X	
10.	Is line 6 at least 6 times line 1?	N/A	
11.	Is the rating specified on line 2 "BBB" or better (if issued by Standard & Poor's) or "Baa" or better (if issued by Moody's)?	X	

* Denotes figures derived from financial statements.
** Tangible Net Worth is defined as FirstEnergy Corp. common stockholders' equity minus goodwill, patents, trademarks, copyrights; and FirstEnergy Nuclear Generation Corp.'s net book value of Beaver Valley Power Station, Unit No. 1, Beaver Valley Power Station, Unit No. 2, and Perry Nuclear Power Plant Unit No. 1; plus the amount of decommissioning liability of the nuclear units assured under this parental guaranty.

FIRSTENERGY CORP.
YEAR ENDED DECEMBER 31, 2009
Dollars in thousands

Line Number in CFO's Letter	Per Financial Statements	Recon-ciling Items	Per CFO's Letter
Total Shareholders' Equity	$8,559		
Less: Goodwill, Patents, Trademarks, and Copyrights	$5,575		
Net Book Value Beaver Valley Power Station, Unit No. 1, Beaver Valley Power Station, Unit No. 2, and Perry Nuclear Power Plant, Unit No. 1	$2,413		
Plus: Decommissioning Liability for Beaver Valley Power Station, Unit No. 1, Beaver Valley Power Station, Unit No. 2, and Perry Nuclear Power Plant, Unit No. 1	$ 692		
5 - Tangible Net Worth	$1,263	$ 0	$1,263

PRICEWATERHOUSECOOPERS

PricewaterhouseCoopers LLP
200 Public Square, 18th Floor
Cleveland OH 44114-2301
Telephone (216) 875 3000
Facsimile (216) 566 7846

Report of Independent Accountants

To FirstEnergy Corp.:

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PRICEWATERHOUSECOOPERS

We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on compliance. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of management of the Company and is not intended to be and should not be used by anyone other than these specified parties.

PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
March 8, 2010