

March 7, 2011

Robert W. Nickel  
1421 Itawamba Trail  
London, Ohio 43140

Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43215

**RE: Case No. 10-176-EL-ATA**

Dear Docketing Division:

Please find my cover letter in PDF format and four attached photos in regard to the contract between the Ohio Edison Company and me.

Sincerely

A handwritten signature in black ink, appearing to read 'R. W. Nickel', written in a cursive style.

Robert W. Nickel

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**RE: Case No. 10-176-EL-ATA**

Dear Commissioners:

One of the purposes of this letter is to inform you that I live in a total electric house. This information was not contained in my previous correspondence to you dated January 28, 2011.

In that letter, I informed you that:

**"Attached is a copy of the current contract dated January 9, 1990 between the Ohio Edison Company and myself.**

**My obligation is that I must permit Ohio Edison access to my home for it to install inside and outside devices and wiring and that I must replace my smaller hot water tank with a larger 80 gallon tank. (In regard to the hot water tank, Ohio Edison provided a new one at no charge. However, I had to pay for disconnection and removal of the old tank and pickup, connection and installation of the new one.)**

**In return, Ohio Edison is obligated to charge me no more than the rate in effect beginning with the next applicable billing cycle after verification of this installation, during the eight month winter heating season for all electricity used which exceeds 500 KWH's during a billing period.**

**I agreed and signed the contract. Ohio Edison then removed its old load meter and installed a new standard meter.**

**Somehow, my winter heating bills rose substantially in 2008. I recently became aware that I was charged the winter rate for all electricity used which exceeds 1200 KWH's during a billing period. In 2009 my heating bills went up astronomically.**

**I am respectfully requesting that my winter heating rate be returned to the rate which was effective with the implementation of the contract and that all charges which exceed that rate be refunded to me.**

**Contractually, I cannot lower the rate. As such Ohio Edison, or a third party cannot raise the rate. Such an action would make the contract meaningless and would raise a very dangerous precedent which would put any and all**

**contracts of any type at risk."**

Attached, please find four photos showing that my contract consideration with Ohio Edison is still in existence and has remained that way uninterrupted since its implementation in 1990.

The first is of the 80 gallon hot water tank provided by Ohio Edison which replaced my original smaller tank.

The second and third are of the box Ohio Edison installed in my basement which it connected to the hot water tank, and shows a wire it installed leading from the box through my outside wall.

The fourth is of a piece of equipment and wire conduit Ohio Edison installed on the outside of my home.

After implementation of the equipment and removal of the load meter in 1990, my monthly heating bills became affordable.

I noticed in the PUCO Staff report dated September 24, 2010 that it refers to "---grandfathering provisions for existing customers---" With all due respect, if I am grandfathered, how did my rate rise from what Ohio Edison and I agreed upon?

I have a telephone plan which started many years ago. The telephone company does not sell that plan anymore. However, I am grandfathered at the same rate I always had and still do have. A true grandfather provision means that the rate is not changed.

In 2004, our heating and cooling units were replaced. The original forced air electric furnace was replaced with a new forced air electric furnace. The reason I remained with electric was that the heating rate was affordable. For Ohio Edison to subsequently attempt through the PUCO to renege on our contract is appalling and unaffordable.

Documents show that total executive compensation at FirstEnergy Corporation for six executives totaled \$104.68 million for the three year period of 2007 - 2009.

Documents show that FirstEnergy agreed to buy Allegheny Energy of Pennsylvania for \$4.7 billion in stock. It will also assume about \$3.8 billion of Allegheny's debt. First Energy will have \$1.4 billion in annual profit.

Documents show that FirstEnergy is required to pay \$1.5 billion by 2011 as part of a settlement to end a lawsuit that the United States Environmental Protection Agency has filed.

Documents show that in 2006 FirstEnergy acknowledged a cover-up of serious safety violations by former workers at the Davis-Besse Nuclear Power Station and accepted a plea bargain with the U.S. Department of Justice in lieu of possible federal criminal prosecution. It agreed to pay fines of \$23 million, with an additional \$5 million to be contributed to other sources.

Without regard to decency or existing obligations, my electric rate in 2008 and 2009 rose about 70%.

I also noticed that the word conservation is used in the PUCO Staff report. Our home has double pane glass throughout. In the 1990's at considerable expense, storm windows and doors were installed as an additional dead air space. Additionally, low watt bulbs are used. Our home is about 1750 square feet. The two upstairs bedrooms are closed in the winter thus the heated area is less than 1750 sq. ft. Our thermostat is never above 68 degrees. Most of the time it is at 67 degrees during the day and 65 degrees at night. My wife and I use blankets to keep warm while we watch TV.

I notice that there is no reference in the report about the fact that Ohio Edison required the replacement of smaller water tanks with installation of larger 80 gallon tanks. How many KWH has been wasted over the years for heating an extra amount of water 24/7 because of this requirement?

In that it cost customers 2 1/2 times as much to heat with electricity as it does with gas, its apparent that no matter what conservation measures are taken, it will cost more to heat with electricity than it does with gas.

My contract with Ohio Edison somewhat mitigated that fact. For Ohio Edison by itself or through the PUCO to attempt to raise my rate above the rate which was effective with the implementation of the contract would I believe be beyond any authority to do so without my express written permission. It also appears that selective enforcement may be in play. Why are not all contracts similarly interfered with without the approval of the parties?

After reading recent statements by First Energy in regard to the PUCO and legislative matters, it struck me that we the consumers do not have the same access to Ohio regulatory or legislative bodies as it does.

**In any event, I am again respectfully requesting that my winter heating rate be returned to the rate which was effective with the implementation of the contract and that all charges which exceed that rate be refunded to me.**

Sincerely,

A handwritten signature in black ink, appearing to read 'R. W. Nickel', written in a cursive style.

Robert W. Nickel

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**3/7/2011 3:00:55 PM**

**in**

**Case No(s). 10-0176-EL-ATA**

Summary: Contracts electronically filed by Mr. Robert W Nickel on behalf of Nickel, Robert W Mr.