

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of Ohio	)	
Edison Company, The Cleveland Electric	)	
Illuminating Company and The Toledo	)	Case No. 14-1297-EL-SSO
Edison Company for Authority to Provide	)	
for a Standard Service Offer Pursuant to	)	
R.C. 4928.143 in the Form of an Electric	)	
Security Plan	)	

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**REPLY IN SUPPORT OF MOTION TO COMPEL  
AND MEMORANDUM IN SUPPORT OF IGS ENERGY**

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**November 14, 2014**

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**I. INTRODUCTION**

The Public Utilities Commission of Ohio (“Commission”) should grant Interstate Gas Supply, Inc.’s (“IGS” or “IGS Energy”) Motion to Compel Ohio Edison Company, The Cleveland Electric Illuminating Company, and The Toledo Edison Company (collectively “FirstEnergy” or “FE”) to establish a Protective Agreement (“Motion”) to allow a finite, limited amount of IGS employees to review FirstEnergy Solutions Corp.’s (“FES”) purported competitively sensitive information in order to prepare expert direct testimony.

FE/FES should not be allowed to request regulated cost recovery of FES’s generation units from all ratepayers and then seek to restrict interested parties in the proceeding from gaining access to information that is necessary to ascertain the merits of FE/FES’ Application. IGS is not asking that FES purported confidential information not receive confidential treatment; IGS is simply asking that the IGS witnesses that are most qualified to testify to the merits of the FE/FES Application be allowed to view the

purported confidential information in the first instance. IGS and IGS' witnesses would still be subject to all of the same legal restriction against using confidential information for competitive purposes as spelled out in the confidentiality agreement.

And even assuming IGS would be willing to usurp FES' information to illegally use for competitive purposes—which IGS can emphatically state, it would not—the confidential information FES seeks to protect is highly unlikely to have any competitive value to IGS. As more fully explained herein, IGS owns no generation that it bids into the capacity and energy markets and IGS is not in the business of producing wholesale electric power.

Ultimately, restricting IGS's internal expert witnesses from reviewing information that is submitted as evidence in this proceeding will not harm FES—all it will do is make it more difficult and costly for parties that oppose the application from participating in this proceeding (which FirstEnergy no doubt would like). This is particularly egregious given that FirstEnergy is using expensive outside legal counsel, the cost of which will be recovered from all FirstEnergy distribution customers, to fight the battles of its competitive generation affiliate.

The benefit of the development of a full record in this proceeding greatly outweighs the risks to FES as a result of granting IGS' motion—particularly given it is FES that will receive cost recovery of its generation units from all FE distribution customers if the Application is granted. Specifically, FirstEnergy's opposition to IGS's Motion fails several reasons:

- The Commission has already approved a suitable protective agreement, which was litigated ad nauseum, in Duke Energy Ohio's electric security plan ("ESP")—a case that FES was a party to and filed no opposition—

that agreement allowed IGS employees to access competitively sensitive data. FirstEnergy's proposed Protective Agreement would impose an undue and unnecessary hardship on IGS;

- The precedent relied upon by FirstEnergy supports IGS's Motion;
- In other utilities ESP cases, FES employees have had access to other parties' confidential information;
- IGS does not own base load generation; thus, IGS and FES are not direct competitors in the wholesale electricity markets;
- FirstEnergy's information has no value to competitors in the retail electric market and, regardless, FES has left the retail electric service business;
- Disclosing FES's information will not harm FES because the information pertains to generating units that FES seeks guaranteed cost recovery or it will otherwise likely retire the units—FES would not be harmed by disclosure under either result;
- FES has not indicated that it opposes IGS to access its information. It is inappropriate to rely upon the counsel and resources of its affiliated electric distribution utility to serve its interest;
- If FES has concerns over its competitive information, it is free at any time to notify FirstEnergy that it no longer desires to pursue a subsidy from FirstEnergy's distribution customers.

For these reasons, IGS respectfully requests that the Commission compel FirstEnergy to adopt a Protective Agreement allows IGS employees to review FES's competitively sensitive information for purposes of participating in this proceeding.

## **II. ARGUMENT**

- 1. The Commission should direct FirstEnergy to adopt the confidentiality agreement approved by the Commission consistent with its precedent in the Duke ESP case; not doing so would impose an unreasonable burden on IGS**

FirstEnergy incorrectly claims that no precedent supports IGS's request to allow a limited amount of internal employees to access FES's confidential information.<sup>1</sup> In Duke Energy Ohio's ("ESP") ESP case, the Commission resolved several disputes arising from Duke's proposed protective agreement. The Commission determined that Duke had proposed terms that are too restrictive and required Duke to adopt an agreement consistent with terms proposed by the Office of the Ohio Consumers' Counsel. That agreement permitted IGS employees, after executing a non-disclosure certificate, to access Duke's competitively sensitive confidential information for purpose of participating in the proceedings and filing direct testimony.<sup>2</sup> IGS merely requests that the same or similar agreement be adopted here.

FES was a party to the Duke ESP proceedings. But it did not raise a single objection at any stage. It should not be permitted to do so now—and without even intervening—through its affiliated electric distribution utility.

FirstEnergy incorrectly claims that its proposed protective agreement does not impose an unreasonable burden and cost on IGS. FirstEnergy is wrong. Deviating from the Commission's precedent in the Duke ESP Case would impose an unnecessary and unreasonable hardship on IGS. The practical consequence of FirstEnergy's proposal is that IGS must either (1) make a case on cross-examination; or (2) hire an

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<sup>1</sup> FirstEnergy Memorandum Contra at 1.

<sup>2</sup> *In the Matter of Application of Duke Energy Ohio, Inc. for Authority to Establish a Standard Service Offer Pursuant to R.C. 4928.143 in the Form of an Electric Security Plan, Accounting Modifications, and Tariffs for Generation Service*, Entry (Aug. 27, 2014) (Modifying, in part, and upholding, in part, Attorney Examiner ruling compelling Duke to adopt a less restrictive protective agreement and requiring Duke to enter into with all parties protective agreement proposed by OCC in Exhibit 1 of its Jul. 14, 2014 Memorandum Contra; rejecting Duke's claim that allowing a party to retain confidential information exposes Duke to risk of misappropriation and competitive disadvantage) (hereinafter "*Duke ESP*"); *Duke ESP*, Entry on Rehearing (Oct. 22, 2014) (denying Duke's request to reverse Entry ordering Duke to enter into with all parties the protective agreement proposed by OCC).

outside (and expensive) expert that is not involved in retail electric or wholesale electric markets (if such a person can be found and still provide any useful testimony).<sup>3</sup> Each of these proposals is unreasonable.

In support of its recommendation that IGS makes its case on cross-examination, FirstEnergy claims that “IGS's counsel and those employees associated with counsel could have full access to the Proprietary Data. IGS's counsel is an able advocate, who has participated as counsel in numerous cases before the Commission for years.”<sup>4</sup> IGS appreciates FirstEnergy's vote of confidence in the experience of its legal team. But, in IGS's experience, while cross-examination has its benefits, direct testimony is a more useful tool to assist the Commission in its determination.

While FirstEnergy claims that IGS is free to hire an outside expert, FirstEnergy's proposal would cause IGS to duplicate its efforts regarding similar proposals. IGS's employees have already submitted expert testimony regarding the anticompetitive purchased power proposals requested by both Duke Energy Ohio and Ohio Power Company. IGS witnesses Hamilton and Haugen have reviewed and challenged Duke's competitively sensitive projections of the costs and benefits associated with Duke's purchased power proposal. Yet, FirstEnergy's proposed Protective Agreement would prevent either employee from submitting testimony challenging FirstEnergy's alleged “benefits” of the RRS.

## **2. The precedent relied upon by FirstEnergy supports IGS's Motion**

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<sup>3</sup> FirstEnergy Memorandum Contra at 11.

<sup>4</sup> FirstEnergy Memorandum Contra at 10.

FirstEnergy incorrectly claims that several cases support its request to restrict IGS's access to competitively sensitive information. As discussed below, the cases cited by FirstEnergy merely demonstrate that the Commission grants protection of disclosure of confidential information to the *public*. The cases do not demonstrate that a party cannot access the data pursuant to a protective agreement. Indeed, the cases demonstrate the opposite—that reasonable protective agreements must allow for disclosure.

In *In the Matter of the Application of DPL Energy, Inc. for a Certificate of Environmental Compatibility and Public Need for an Electric Generating Plant in Fairfield County, Ohio*, Case No. 00-100-EL-BGN, the Commission granted confidential treatment of proprietary information. But, the Commission also stated “[a]ny intervenor wanting to review the study, unredacted, shall enter into a similar protective agreement.” In *In the Matter of the Application of Verizon North, Inc. to Determine Permanent Rates for Unbundled Network Element Prices*, Entry 00-1186-TP-UNC (Sep. 26, 2000), Verizon requested that its costs studies not be disclosed in the public record. But Verizon conceded that parties will need to access its information, stating, “[a]cknowledging that potential intervenors may need access to the information, Verizon is willing to negotiate confidentiality agreements.” *Id.* at 1.

Likewise, in *In the Matter of the Application of Columbus Southern Power Company and Ohio Power Company for Authority to Establish a Standard Service Offer Pursuant to Section 4928.143, Revised Code, in the Form of an Electric Security Plan*, Case Nos. 11-346-EL-SSO, *et al.*, Entry (Aug. 14, 2011)(hereinafter “*AEP ESP II Case*”), the Commission merely determined that AEP's confidential information should

not be disclosed to the public. Pursuant to a protective agreement, FES expert witnesses that participate in the wholesale retail electric market had access to AEP's competitively sensitive information. Indeed, the same entry cited by FirstEnergy pertained to a request for protective treatment of the confidential testimony of FES witnesses, which relied upon AEP's proprietary information.

In the remaining cases relied upon FirstEnergy, the Commission merely granted **unopposed** requests for protective treatment:

- *In the Matter of the Application of Metromedia Energy, Inc., for Certification as a Competitive Retail Natural Gas Supplier*, 02-1926-GA-CRS, Entry (Oct. 27, 2008);
- *In the Matter of the Application of Ohio Power Company to Adjust Its Economic Development Rider Rate*, Case No. 14-1329-EL-RD, Finding and Order (Sep. 17, 2014);
- *In the Matter of the Application of Ohio Gas Company for Approval of a Special Arrangement to Provide Firm Gas Transportation Service to Campbell Soup Supply Co. LLC*, Case No. 13-1884-GA-AEC, Finding and Order (Oct. 23, 2013);
- *In the Matter of the Application of Paulding Wind Farm, LLC, for a Certificate to Construct a Wind-Powered Electric Generating Facility in Paulding County, Ohio*, Case No. 09-980-EL-BGN, Entry (Jul. 22, 2010);
- *In the Matter of the Review of Duke Energy Ohio, Inc. 's, Riders Supplier Cost Reconciliation, Retail Capacity, Retail Energy, Load Factor Adjustment, Electric Security Stabilization Charge, and Economic Competitiveness Fund*, Case No. 14-81-EL-RDR, Finding and Order (Apr. 16, 2014);
- *In the Matter of the Application of Ohio Power Company to Establish Initial Storm Damage Recovery Rider Rates*, Case No. 12-3255-EL-RDR, Opinion and Order (Apr. 2, 2014) (As reflected in the testimony of Anthony Yankel, in this proceeding, parties had access to third-party confidential information pursuant to protective agreements).

But the Commission **did not** address issues related to protective agreements that may allow another party to access that information under seal.



In summary, there is precedent that protects confidential information from disclosure to the public. The Commission, however, has consistently allowed parties to access information in a proceeding pursuant to a protective agreement. FirstEnergy has not provided a single citation that would restrict a party that is willing to enter into a protective agreement (such as the case with IGS) from viewing protected information. And, as discussed above and further below, precedent and past practice demonstrates that FES has entered into protective agreements with other parties that allowed FES internal employees and external experts that provide advice regarding retail and wholesale markets to access proprietary information. Therefore, IGS's motion should be granted.

**3. FES employees and FES outside experts that consult with respect to wholesale markets have had access to other parties' confidential information in other cases**

FirstEnergy cannot legitimately claim that IGS employees (and certain outside experts) should be prohibited from accessing FES's proprietary information because FES has not adhered to the same standard. It appears that, in the recent past, FES employees *and* outside experts that consult regarding the competitive retail market have submitted testimony based upon competitively sensitive confidential information.

In DP&L's electric security plan case, FES submitted confidential and public testimony of its employees Sharon Noewer and Roger Ruch. Mr. Ruch indicated that he is the "Director, Rates Support in our Rates and Regulatory Affairs organization."<sup>5</sup> His "duties and responsibilities include oversight of the analytical support required for regulatory filings, primarily at the federal level, including determination of revenue

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<sup>5</sup> Direct Testimony of Roger Ruch at 1 (Mar. 1, 2013).

requirements, rate case preparation, class cost of service studies, regulatory finance, competitive bidding processes and monitoring and participating in PJM Interconnection, L.L.C. (“PJM”) rule modification stakeholder processes.”<sup>6</sup> Despite his responsibilities in FES’s competitive activities, Mr. Ruch testified regarding DP&L’s forecasted switching levels, which were deemed competitively sensitive and protected from disclosure.<sup>7</sup> He also provided confidential testimony regarding the forecasted cost difference between the proposed ESP and the alternative market rate offer—which was based off of DP&L’s forecast of future market prices.<sup>8</sup> Moreover, FES witness Noewer, the “Director of Competitive Market Policies,” also submitted testimony regarding the cost-difference between the proposed ESP and the alternative MRO.<sup>9</sup> Again, Ms. Noewer’s testimony was based upon DP&L’s future forecasts.<sup>10</sup> Given that FES’s employees have had access to sensitive confidential information in other proceedings, FES has no basis to object here.

After excluding IGS employees from access to competitively sensitive information, FirstEnergy proposes to further restrict the eligible group of individuals, claims that no outside expert may be “involved in (or providing advice regarding) decision making by or on behalf of any entity concerning any aspect of competitive retail electric service or of competitive wholesale electric procurements.” But, in several recent ESP cases (prior to FES’s departure from the retail market), FES submitted

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<sup>6</sup> *Id.*

<sup>7</sup> *Id.* at 3-5, 18-21, 25-30 and supporting exhibits (relying upon competitively sensitive switching and financial projections—including revenue projections—of DP&L witness Hoekstra).

<sup>8</sup> *Id.*

<sup>9</sup> Direct Testimony of Sharon Noewer at 1-2 (Mar. 1, 2013).

<sup>10</sup> *Id.* at 1-7.

testimony of some of the most prominent competitive retail electric service and wholesale market experts in the business, including Michael Schnitzer and Jonathon Lesser<sup>11</sup>—each having access to and relying upon competitively sensitive information in their testimony. Indeed, the very Entry that FirstEnergy cites in its memorandum Contra discusses the confidential treatment granted to the testimony of witnesses Michael Schnitzer and Jonathon Lesser.<sup>12</sup>

A short glance at Mr. Schnitzer's and Dr. Lesser's resumes<sup>13</sup> confirms that both witnesses would be disqualified from accessing competitively sensitive information under FirstEnergy's proposed highly restrictive Protective Agreement. For example, Mr. Schnitzer "has developed initiatives in marketing, pricing, regulatory relations and supply planning" and develops "develop strategies for improving competitiveness and increasing shareholder value" and assists "utilities in planning their pricing, capacity additions, and marketing plans." Likewise, Dr. Lesser advises "utilities in planning their pricing, capacity additions, and marketing plans . . . resource investment decision strategies" and performs "[l]oad forecasting and energy market modeling" and "[m]arket valuation." As a practical matter, FirstEnergy's restrictive proposal would exclude

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<sup>11</sup> Dr. Lesser testified for FES based upon another party's competitively sensitive information in several different cases, including Ohio Power Company's ESP (*AEP ESP II Case*), Dayton Power and Light's ESP (Case Nos. 12-426-EL-SSO, *et al.*), and Duke Energy Ohio's proposal to establish a cost-based capacity rate (Case No. 12-2400-EL-UNC).

<sup>12</sup> FirstEnergy Memorandum Contra at 7 (citing *AEP ESP II Case*, Entry at 4-5 (Aug. 14, 2011)) (granting protective treatment to a portion of the testimony of FES witnesses Michael Schnitzer and Jonathon Lesser).

<sup>13</sup> <http://www.nbgroupp.com/staff/MMS-resume.pdf> (Containing the resume of Michael Schnitzer) (last viewed on Nov. 13, 2014).  
[http://www.continentalecon.com/CE%20Jonathan%20Lesser\\_March%202014.pdf](http://www.continentalecon.com/CE%20Jonathan%20Lesser_March%202014.pdf) (Containing the CV of Dr. Jonathon Lesser) (last viewed on Nov. 13, 2014).

testimony from most witnesses that would contribute to the development of the record in this proceeding.

**4. IGS does not own base load generation; thus, IGS and FES are not direct competitors in the wholesale electricity markets**

FirstEnergy incorrectly argues that disclosure of FES's information to IGS employees would give IGS a competitive advantage. The data at issue is FES's "unit specific, plant level intensive data"<sup>14</sup> related to embedded cost and variable costs of four power plants.<sup>15</sup> Because IGS does not bid base load generation into the day-ahead, real-time, or capacity markets, this information has no value to IGS. The precedent that FirstEnergy relies upon merely provides that information should not be disclosed that may allow another competitor to gain a competitive advantage. As discussed above, IGS simply could not misappropriate FES's plant-specific information to obtain a competitive advantage. Thus, each of these cases is inapplicable.

**5. FirstEnergy's information has no value to competitors in the retail electric market, and, regardless, FES has left the retail electric service business**

As discussed above, it is IGS's understanding that FirstEnergy seeks to protect FES generation-unit specific information. That information has no value to a CRES provider that does not own generating assets for purposes of the retail electric market. To be clear, the information at issue does not involve retail electric contracts or prices. Even if the unit-specific information had value (which it does not), FES has openly

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<sup>14</sup> FirstEnergy Memorandum Contra at 11. As discussed above, IGS already has access through the Duke proceedings to OVEC's proprietary information.

<sup>15</sup> It is unclear whether FirstEnergy considers the forecast of future capacity and energy prices developed by Judah Rose to be competitively sensitive. Initially, these forecasts do not belong to FES. And FirstEnergy—a distribution utility that no longer owns generation—has not basis for claiming potential competitive harm to disclosure of these forecasts.

declared to its shareholders that it is leaving the retail electric business, except for small exceptions that are not truly retail-related.<sup>16</sup> Indeed, FES has already notified residential customers that it will not continue their contracts and returned such customers to the standard service offer.<sup>17</sup>

Moreover, the plants at issue in this proceeding will not be used to provide retail electric service to any customer. FirstEnergy plans to sell the energy and capacity into the wholesale market. The cost-specific information of these plants is not valuable at the retail level. Thus, FirstEnergy cannot legitimately argue that there is a risk that IGS's access to FES's information will harm FES at the retail level.

**6. Disclosing FES's information will not harm FES because the information pertains to generating units that FES seeks a guarantee of cost recovery or it will otherwise likely retire the units**

FirstEnergy cannot legitimately argue that confidential information related to Davis-Besse, Sammis, and OVEC is competitively sensitive information that IGS could utilize to the detriment of FES. FirstEnergy has proposed two options regarding these generation resources: (1) guaranteed cost recovery (return of and on investment) for the generation p through the RRS; or (2) FES will retire them. As discussed below, there is no competitive harm that could accrue to FES under either scenario.

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<sup>16</sup> According to FirstEnergy's Securities and Exchange Commission 2014 10-Q at 63-64 (Aug. 5, 2014), *"the Competitive Energy Services segment has eliminated future selling efforts in certain sales channels, such as mass market, medium commercial-industrial and select large commercial-industrial, to focus on a selective mix of retail sales channels, wholesale sales that hedge generation more effectively, and maintain a small open position to take advantage of market upside opportunities resulting from volatility as was experienced . . . . Going forward, the Competitive Energy Services segment expects to target a sales portfolio of approximately 10 to 15 million MWHs in Governmental Aggregation sales, 0 to 10 million MWHs of POLR sales, 0 to 20 million MWHs in large commercial and industrial sales, 10 to 20 million in block wholesale sales and 10 to 20 million of spot wholesale sales. Support for current customers in the channels to be exited will remain through their respective contract terms."* See also *Dominant Retail Supplier Drops Customers to POLR, Exiting Mass Market, Mid-Merit Retail Sales*, EnergyChoice Matters (available at <http://www.energychoicematters.com/stories/20140806a.html>).

<sup>17</sup> Notice of FES request to no longer provide generation service to Ohio Power customer (Attachment A).

If FirstEnergy's application is approved, FES should have no concern regarding its confidential information because it will be made whole, along with a rate of return, for its investment in these plants—there is no risk of competitive harm to FES. Given that FirstEnergy has proposed to insulate FES's generating assets from the risk of competition—potentially to the detriment of other wholesale market participants and the design of the capacity and energy markets—it is highly inappropriate for FirstEnergy to turn around and claim that allowing access to FES's confidential information may somehow injure FES.

Additionally, if FirstEnergy's request to subsidize FES's generation is denied, FES has indicated that it will likely retire Davis-Besse and Sammis. In that case, FES should have no concern over what parties have access to the plants' information because they will no longer participate in the competitive markets.<sup>18</sup> Stated differently, FES can have no claim of harm regarding forecasted information for years in which the plants do not operate. And any accounting impairment that FES records upon closure of the plants will be publicly disclosed to shareholders. Accordingly, there is no risk of competitive harm to FES of disclosure of competitively sensitive information to IGS.

**7. FES has not indicated that it opposes IGS to access its information. It is inappropriate to rely upon the counsel and resources of its affiliated electric distribution utility to serve its interest**

FES has not intervened in this proceeding. And FES has not specifically requested that the Commission protect its competitively sensitive information from disclosure. Instead, FirstEnergy—FES's affiliated and regulated distribution utility—

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<sup>18</sup> FES cannot unilaterally retire Clifty Creek and Kyger Creek. IGS internal employees already have confidential information regarding these plants, so FES cannot claim that providing the same or similar information to IGS in these proceedings would cause harm to FES.

commits resources on its behalf. FirstEnergy has used distribution ratebase funds to protect FES's information and to put forward a proposal to insulate FES's generation resources from the risk of the wholesale market. Although FirstEnergy and FES have a habit of using the same law firms, FirstEnergy cannot leverage distribution revenue to foot the bill for legal expenses that should be born by FES.

**8. If FES has concerns over its competitive information, it is free at any time to notify FirstEnergy that it no longer desires to pursue a subsidy from FirstEnergy's distribution customers**

If FES is truly concerned about what parties may access its confidential information, FES has the power to avoid disclosure at any time—it need only notify FirstEnergy that it no longer requests guaranteed cost recovery of its generating assets. IGS would not request access to FES's information, nor would IGS have a right to access FES's information but for FES's decision to ask for a power purchase agreement funded by all FirstEnergy customers, including IGS customers. By agreeing with its affiliated regulated distribution utility to file an application requesting guaranteed cost recovery for generation assets, FES has placed its information at issue in this proceeding. Therefore, it cannot now complain if its information is disclosed to other parties.

While IGS requests access to FES's information, IGS has no objection to agreeing to use the information only for the purpose of regulatory proceedings. In light of that commitment, IGS's reliance on produced competitively sensitive information for business purposes would still violate the Protective Agreement and subject IGS to potential lawsuit and damages. Thus, there is no legitimate rationale to prohibit IGS's employees from reviewing such information in this proceeding.

### III. CONCLUSION

IGS respectfully requests that the Commission grant IGS's Motion. Granting the Motion will provide IGS with access to information that is critically necessary for IGS to contribute to the development of the record in this proceeding.

Respectfully submitted,

/s/ Joseph Olikier

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## **CERTIFICATE OF SERVICE**

I certify that this *Reply in Support of Motion to Compel and Memorandum in Support of IGS Energy* was filed electronically through the Docketing Information System of the Public Utilities Commission of Ohio on this 14th day of November, 2014. The PUCO's e-filing system will electronically serve notice of the filing of this document on the following parties:

Ohio Edison Company, Toledo Edison Company, and Cleveland Electric Illuminating Company, Association Of Independent Colleges and Universities of Ohio, Buckeye Association of School Administrators, Buckeye Wind LLC, Citizens Coalition, City Of Akron, City Of Cleveland, Constellation NewEnergy Inc., Council Of Smaller Enterprises, Direct Energy Services LLC, Duke Energy Ohio Inc., Dynegy Inc., Energy Professionals of Ohio, EnerNOC Inc., Environmental Law & Policy Center, Exelon Generation Company, LLC, Hardin Wind LLC, IBEW Local 245, IGS Energy, Industrial Energy Users Of Ohio, Kroger Co., Mid-Atlantic Renewable Energy Coalition, Monitoring Analytics LLC, MSC, Nextera Energy Resources, Northeast Ohio Public Energy Council, Northwest Ohio Aggregation Coalition, Nucor Steel Marion, Inc., Ohio Advanced Energy Economy, Ohio Association Of School Business, Ohio Consumers Counsel, Ohio Energy Group, Inc., Ohio Environmental Counsel, Ohio Hospital Association, Ohio Manufacturers' Association, Ohio Power Company, Ohio Partners For Affordable Energy, Ohio School Boards Association, Ohio Schools Council, PJM Power Providers Group, Power4Schools, Retail Energy Supply Association, Sierra Club, The Cleveland Municipal School District, The Electric Power Supply Association, Wal-Mart Stores East, LP, and Sam's East, Inc.

/s/ Joseph Olikier  
Joseph Olikier

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[REDACTED]  
NEW ALBANY, OH 43054-8728

**Service Address:**  
[REDACTED]  
New Albany, OH 43054-8728

June 6, 2014

Account Number: [REDACTED]

Service Delivery ID: [REDACTED]

Dear [REDACTED]:

This letter is to confirm the request that Firstenergy Solutions Corp. no longer provide your generation service as of June 30, 2014. At that time, AEP Ohio will begin providing your generation service according to the rate designated by the Public Utilities Commission of Ohio (PUCO).

If you wish to choose a generation supplier other than AEP Ohio then you must contact another supplier so that they can submit a switch request to AEP Ohio on your behalf. The new switch request needs to be received no later than 5:00 pm twelve (12) days prior to the above date.

To return to AEP Ohio's standard offer service, you need not take any action.

For a list of generation suppliers in your area, please go to [www.aepohio.com](http://www.aepohio.com). You may also contact the Public Utilities Commission of Ohio at 1-800-686-7826 or [www.puco.ohio.gov](http://www.puco.ohio.gov).

Please call AEP at 1-888-237-5566 if you have any questions.

Sincerely,

AEP Ohio

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**Case No(s). 14-1297-EL-SSO**

Summary: Reply in Support of Motion to Compel and Memorandum in Support electronically filed by Mr. Joseph E. Olikier on behalf of IGS Energy