

LARGE FILING SEPARATOR SHEET

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RULES AND REGULATIONS

If a Customer contacts the Company to request initial service from a Certified Supplier or to request a change of Certified Supplier, the Company will inform the Customer that the Certified Supplier must be contacted directly with the request.

If a Customer contacts the Company to discontinue electric service the Company will notify the current Certified Supplier via an EDI drop transaction of the Customer's discontinuance of service for that location.

If the Company elects to change the account number for a Customer receiving Competitive Retail Electric Service from a Certified Supplier, the Company will notify the Certified Supplier of the change in account number at the same Customer location.

Certified Supplier selection and switching by Customers shall occur in accordance with the Direct Access procedures contained in this Tariff and the Company Tariff and Commission rules.

If a Customer contacts a new Certified Supplier to request a change of Certified Supplier and the new Certified Supplier agrees to serve the Customer, the Customer's new Certified Supplier shall obtain appropriate authorization from the Customer, or person authorized to act on the Customer's behalf, indicating the Customer's choice of Certified Supplier. It is the Certified Supplier responsibility to maintain records of the Customer's authorization, in accordance with the law and Commission rules, in the event of a dispute in order to provide documented evidence of authorization to the Company or the Commission.

The Customer's new Certified Supplier shall also submit the Customer's enrollment information using the EDI 814 transaction. Upon receipt of the 814 enrollment transaction from the Certified Supplier, the Company will automatically confirm receipt of the file. Within three (3) business days of receipt of the 814 enrollment transaction, the Company will validate the records contained in the file, and will provide an 814 enrollment response.

If a Customer contacts the Company to request a change of its Certified Supplier, the Company shall notify the Customer that the selected Certified Supplier must be contacted directly by the Customer in order to initiate the change.

If a Certified Supplier wishes to obtain from the Company confidential Customer-specific information about a Customer with whom it is discussing the possibility of providing Competitive Retail Electric Service, the Company will only provide such information after receiving written Customer authorization from the requesting Certified Supplier.

If a Customer contacts the Company to request a change of Certified Supplier to the Company's Standard Service Offer Supply, the Company will process the request as follows. The Company will send the Customer a confirmation letter notifying the Customer of the right to rescind. If the Customer does not contact the Company within seven (7) days of the date on the confirmation letter, then the Company will process the request. The request will be effective as of the next scheduled Meter Read Date and the Company will become the supplier of record for delivery provided that: (1) the Company has received at least twelve (12) days prior notice from the Customer; and (2) the 7-day waiting period has expired; and (3) the Customer has not contacted the Company to rescind or dispute the switch to Default Service. Once the preceding process is complete, the Company will notify the Customer's prior Certified Supplier of the discontinuance of service to the Customer from that prior Certified Supplier. In no event shall above process affect the continued supply of electricity to a Customer once a Customer's Competitive Retail Electric service is discontinued by a Certified Supplier.

RULES AND REGULATIONS**E. Provisions relating to a Certified Supplier's Customers**

1. **Arrangements with Certified Supplier's Customers** - Certified Suppliers shall be solely responsible for having appropriate contractual or other arrangements with their Customers necessary to implement Competitive Retail Electric Service consistent with all applicable laws, Commission requirements, Transmission Provider OATT and this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.
2. **Transfer of Cost Obligations Between Certified Suppliers and Customers** - Nothing in this Tariff is intended to prevent a Certified Supplier and a Customer from agreeing to reallocate between them any Charges that this Tariff imposes on the Certified Supplier, provided that any such agreement shall not change in any way the Certified Supplier's obligation to pay such Charges to the Company, and that any such agreement shall not confer upon the Company any right to seek recourse directly from the Certified Supplier's Customer for any charges owed to the Company by the Certified Supplier.
3. **Customer Obligations** - Customers of a Certified Supplier remain bound by the rules and requirements of the applicable Company Tariff under which they receive service from the Company.

F. Customer Return to Standard Service Offer Supply

A Customer's return to Standard Service Offer Supply may be a result of Customer choice, supplier default, termination of a supplier contract, opt out or termination of a governmental aggregation program, or supplier withdrawal. A Customer may contact the Company to return to the Company's Standard Service Offer Supply. The return to the Standard Service Offer Supply shall be conducted under the same terms and conditions applicable to an enrollment with a Certified Supplier. Thus, the Company will provide a rescission period consistent with the Commission rules. Provided the Customer has observed the applicable notification requirements and the Company has effectuated the request to return to the Standard Service Offer Supply twelve (12) calendar days prior to the next regularly scheduled Meter Read Date, the Customer will be returned to the Standard Service Offer Supply on the next regularly scheduled Meter Read Date.

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VIII. CUSTOMER INQUIRIES AND REQUESTS FOR INFORMATION

Customer Requests for Program Information and/or Usage Data

Upon request, Customers will be sent an information package containing a summary of the program and a current list of Certified Suppliers, which will be sent to the Customer's service or mailing address.

The list of Certified Suppliers will be provided to any Customer upon request, all new Customers, any Customer who returns due to default by a Certified Supplier, and as otherwise required by Commission rules.

The list of Certified Suppliers will be posted on a designated website. The list of Certified Suppliers will contain suppliers currently registered to enroll Customers in the Company's service territory. The list of Certified Suppliers will also designate, if available, which customer classes Certified Suppliers will be serving.

RULES AND REGULATIONS**IX. METERING SERVICES AND OBLIGATIONS****A. Meter Requirements**

Meter requirements are outlined in the Electric Service Regulations for each Customer.

B. Interval Meter Charges and Installation Process

The Customer or Certified Supplier may request an Interval Meter for use at any account. The Customer shall be responsible for the costs as set forth in the Miscellaneous Charges section of the Company's Tariff.

The Customer or the Customer's Certified Supplier may select a meter from the Company's approved equipment list. The Customer or its Certified Supplier may communicate with the meter for the purpose of obtaining usage data, subject to the Company's communication protocol. Any changes in the Customer's meter necessary to accommodate a Certified Supplier's systems, price schedules, telemetry or other requirements must be compatible with and meet the Company's specifications for metering and any applicable regulations. Either the Customer or the Certified Supplier shall provide, at its sole cost and expense, the installation, operation and maintenance of the required compatible communication/telephone link(s) in order to transmit metered information from meters equipped for telemetry of metered data.

Customer requests to the Company for interval metering will be handled pursuant to the Company's Miscellaneous Charges Tariff (Sheet No. 75). For Customers who elect to have an Interval Meter for the requested service, service may begin using a Company load profile for settlement; consumption meter reads would continue to be used for billing. This would be the approach during the period between when the Customer has requested an Interval Meter and the time that the Company is able to install such a meter. Customer shall provide adequate space for such Interval metering; should provide access for meter reading, meter testing, etc.

C. Billing Meters

Any meter used for billing, capacity and energy obligations and reconciliation determinations shall be installed, owned and maintained by the Company. All meters used for billing shall be maintained and tested in accordance with applicable Commission regulations.

D. Meter Testing

The Company will test designated Company-owned meters upon the written request of the Certified Supplier. If the accuracy of a Company-owned meter is found to be outside Commission requirements, the costs of such test shall be borne by the Company. If a Company-owned meter is tested and found to be within Commission accuracy requirements, the costs of such test shall be borne by the Certified Supplier. Any Company-owned meter found to be outside Commission accuracy requirements or otherwise defective shall be adjusted, repaired or replaced at the sole cost or expense of the Company, unless such deviation is determined to be the fault of the Customer or the Certified Supplier. Imbalance reconciliations under Section XV shall not be adjusted for any meter inaccuracies. Customer requests to test Company-owned meters will be handled pursuant to the Company's Electric Service Regulations and Commission regulations.

RULES AND REGULATIONS**E. Meter Reading**

The Company reads meters in accordance with its Electric Service Regulations and Commission regulations. It is understood that it may not be possible in some circumstances to read a Customer's meter in a particular month. In such case, the Company shall estimate the meter reading in accordance with its standard procedures and Electric Service Regulations, and such estimate shall constitute the meter reading for the month.

F. Billing Cycles

Meters will be read and billed on a predetermined meter reading schedule and in accordance with its Electric Service Regulations and Commission regulations. The Company uses 21 billing cycles per revenue month. Each business day¹ one of the cycles will be read until all 21 cycles have been read and the month is considered complete for reporting and revenue purposes. Meter reading intervals will be performed on the Company's existing schedules and will cover approximately 30 days, but may vary between 27 to 35 days. The Company may change its meter reading schedules at its discretion. If a Certified Supplier requires or requests more consumption data than is normally provided by the monthly meter reading, the additional information will be obtained provided that appropriate metering is installed by the Company and that any incremental costs are paid by the Certified Supplier.

G. Meter Data Provided by the Company to a Certified Supplier

Regardless of whether the Company or a Certified Supplier performs Customer billing for a Certified Supplier's energy charges, the Company will make available to a Certified Supplier monthly files containing meter readings, total kWh usage, registered maximum demand (where applicable), and reading type information (i.e., actual or estimated), and any other relevant information mutually agreed upon by the Company and Certified Supplier, for each of the Certified Supplier's Customers, as it becomes available by billing route.

Summary Interval Meter Data. Interval meters are read on a monthly schedule, and raw hourly data is processed through the Company's metering subsystem, which in turn provides summary information to the Company's Customer billing system. This summary information consists of total kWh usage over the billing cycle, and maximum on-peak and off-peak demands over the billing cycle. This summary information will be provided to a Certified Supplier on a monthly basis for that Certified Supplier's Customers equipped with interval metering equipment. Should an interval metered Customer, or that Customer's Certified Supplier, request hardcopy or electronic file formats of non-summary information (detailed hourly or sub-hourly metering information), the Company will provide such information, to the extent that it is available, by account, with the Certified Supplier being responsible for the Company's cost of providing such information per the Schedule of Fees and Charges set forth in this Tariff.

¹ "Business days" for purposes of billing cycles shall include all days in a calendar year except: Saturdays and Sundays and Company observed holidays.

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X. BILLING SERVICES AND OBLIGATIONS

A. Customer Billing by the Company

All Certified Supplier charges to Customers, if billed by the Company, shall be billed in accordance with the Electric Service Regulations and individual service tariffs and the following provisions:

B. Company Billing for Certified Supplier

Nothing in this Tariff shall require the Company to manually bill more Customers within a rate class than it bills manually for its distribution service Customers. Within this context, if the Company's billing system has the capability to bill the price plans offered by the Certified Supplier, the Certified Supplier may request the Company to do all or some of the billing for the Certified Supplier's Customers based on the Customers' preferences. Pricing must be compatible with existing metering.

In those situations where the Company's billing system is unable to calculate the Certified Supplier charges under the pricing format being used by the Certified Supplier, the Company will provide the Certified Supplier with sufficient meter data on a timely basis so that the Certified Supplier can bill the Customer directly under the two-bill method. The Company billing for Certified Suppliers will be done through a Rate Ready method only. Under the Rate Ready method, the Company bills the Customer under a rate schedule provided by the Certified Supplier.

In situations where the Certified Supplier elects to bill the customer directly using the Company's billing system, the Certified Supplier will deliver to the Company needed data to conduct this billing option. Under this billing option, the Certified Supplier shall provide all necessary data in its possession for the timely generation of bills. A failure of the Certified Supplier to provide necessary data to the Company in a timely fashion may delay production of a bill for the month to which the data pertains. In such instances, the Certified Supplier is responsible for all fines, penalties and all other liabilities and losses, if any, arising as a consequence of the Company's inability to render a timely bill.

C. Billing Files

Where the Certified Supplier has requested the Company to act as the Certified Supplier's billing agent, the Company shall electronically transmit files of billing detail daily to the Certified Supplier. Such files shall include the Customer account number, rate codes, usage information, demand and energy charges, sales tax, and other Certified Supplier charges.

D. Certified Supplier Logos

As set forth in the Commission Order in Case No. 12-3151-EL-COI, if a Certified Supplier has requested the Company to act as the Certified Supplier's billing agent and issue a consolidated bill, the Company must allow for the inclusion of Certified Supplier logos on the bill. Certified Suppliers electing to have the Company include their logo on the Company issued consolidated bill shall comply with the applicable process and procedures as provided on the Company website.

RULES AND REGULATIONS**XI. CUSTOMER PAYMENT PROCESSING AND
COLLECTIONS FOR CONSOLIDATED BILLING****A. Company Reimbursement to Certified Supplier for Customer Payments**

Where the Company acts as the billing agent for the Certified Supplier, the Company shall reimburse the Certified Supplier for all energy charges, sales taxes, and other charges collected on behalf of the Certified Supplier on the next business day following receipt of the customer's payment, when possible, but at least every two weeks. Late fees collected from the Certified Supplier's customers shall be provided to the Company as compensation for the billing and collection services and other costs incurred with the implementation and maintenance of Stipulation and Recommendation Case No. 02-1944-EL-CSS approved by the Commission by Order and Opinion effective August 6, 2003 and Commission regulations. The Certified Supplier assumes all risks of non-payment by a Customer and the Company is obligated to remit to the Certified Supplier only the difference between (a) amounts received from Customers taking service from the Certified Supplier and (b) any amounts owed to the Company by or with respect to such Customer, consistent with the application of payment procedures set forth in Section XI.B below.

B. Application of Payment

The Company will conduct all remittance processing of current customer charges. In the event that a Customer remits a partial payment of a bill, the remittance will be applied against the various amounts that may be due and owing to the Company and the Certified Supplier, in the order set forth in the Stipulation and Recommendation at Case No. 02-1944-EL-CSS. The payment hierarchy is available on the Company website. Any amount remitted by a Customer in excess of the total due and owing the Company will be held in the Customer's account with the Company for distribution in the following billing cycle(s) or, at the Customer's request, will be refunded to the Customer. In the event that any Customer checks are returned dishonored by a bank, the corresponding debits will be applied in inverse order to the order set forth above for the application of remittances. The Company will correct any misapplied payments or transactions. The Company will also provide the Certified Supplier an electronic file consisting of Customer payments and any returned checks and/or Customer adjustments. The monthly billing statement and invoice rendered by the Company to the Certified Supplier, as described in Section XII.B below, will include charges to be paid by the Certified Supplier for costs associated with this electronic funds transfer, as set forth in the Schedule of Fees and Charges.

C. Certified Supplier Billing Data

The Certified Supplier shall provide all data in its possession necessary for the timely generation of bills. A failure of the Certified Supplier to provide necessary data to the Company in a timely fashion may delay generation of a bill for the month to which the data pertains. In such instances, the Certified Supplier is responsible for all fines penalties and all other liabilities and losses, if any, arising as a consequence of the Company's inability to render a timely bill.

D. No Certified Supplier Termination of Service

The Certified Supplier will not be permitted to physically terminate electric service to a Customer for nonpayment.

RULES AND REGULATIONS**XII. CERTIFIED SUPPLIER BILLING TERMS AND CONDITIONS****A. Netting of Customer Payment and Certified Supplier Charges Billed by the Company**

If the Certified Supplier defaults and the Company is performing Consolidated Billing of Customers or providing other services on behalf of the Certified Supplier, the Company reserves the right to retain the payments collected from the Customers and apply the payments to the Company's charges.

B. Certified Supplier Payment of Obligations to the Company

A Certified Supplier shall pay all Coordination Services Charges or any other Charge it incurs hereunder in accordance with the following provisions:

1. **Billing Procedure** - Each month, the Company shall submit an invoice to the Certified Supplier for all Coordination Service Charges provided under this Tariff. The invoice may be transmitted to the Certified Supplier by any reasonable method requested by the Certified Supplier. A Certified Supplier shall make payment for Charges incurred on or before the due date shown on the bill. The due date shall be determined by the Company and shall not be less than three (3) banking days from the date of transmittal of the bill.
2. **Manner of Payment** - The Certified Supplier shall make payments of funds payable to the Company by wire transfer to a bank designated in Section XII.B.3. The Company may require that a Certified Supplier that is not Creditworthy tender payment by means of a certified, cashier's, teller's, or bank check, or by wire transfer, or other immediately available funds. If disputes arise regarding a Certified Supplier bill, the Certified Supplier must pay the undisputed portion of disputed bills under investigation.
3. **Wire Transfer** - Payment to the Company by the Certified Supplier must be made by electronic wire transfer or such other means as will cause payment to be available for the use of the Company on the due date. All payments shall be wire transferred to the bank designated by the Company.
4. **Late Fee for Unpaid Balances** - If payment is made to the Company after the due date shown on the bill, a late fee will be added to the unpaid balance until the entire bill is paid. This late fee will be 1 1/2% per month on the unpaid balance.
5. **Certified Supplier's Failure To Pay** - In the event the Certified Supplier fails, for any reason other than a billing dispute as described below, to make payment to the Company on or before the due date as described above, and such failure of payment is not corrected within five (5) business days after the Company notifies the Certified Supplier to cure such failure, a breach by the Certified Supplier shall be deemed to exist. In the event of a billing dispute between the Company and the Certified Supplier, the Company will continue to provide service pursuant to the Coordination Agreement and this Tariff as long as the Certified Supplier continues to make all payments not in dispute.

Certified Supplier Offset - In the event a Certified Supplier is deemed to be delinquent under XII.B.5, the Company, may at its sole discretion, reduce the reimbursement to the Certified Supplier for amounts collected by the Company by the amount owed to the Company.

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C. Billing for Certified Supplier Obligations to Other Parties

The Company will assume no responsibility for billing between a Certified Supplier and the Transmission Provider or any party other than the Company.

D. Guarantee of Payments

Before the Company will render service or continue to render service, the Company will require an applicant for Coordination Service or a Certified Supplier currently receiving such service that has Bad Credit to provide a cash deposit, letter of credit, guarantee, or other financial instrument satisfactory to the Company. The Company will use the financial instrument as security for the payment of final bills, protection against Certified Supplier default on breaches, and compliance with the Company's Rules and Regulations. In addition, the Company may require a Certified Supplier to post a deposit at any time if the Company determines that the Certified Supplier is no longer Creditworthy.

E. Amount of Deposits

The deposit shall be equal to the value of Coordination Services Charges the Company projects the Certified Supplier will incur during the next three (3) billing periods based on that Certified Supplier's forecasted load obligation.

F. Return of Deposits

Upon discontinuance or termination of service, deposits will be returned with accrued interest to the Certified Supplier upon payment of all service charges and guarantees or with deduction of unpaid accounts.

G. Interest on Deposits

The Company will allow simple interest on cash deposits calculated at the lower of the Interest Index or six (6) percent. Deposits shall cease to bear interest upon discontinuance of service (or, if earlier, when the Company closes the account).

H. The Company may increase the required amount of the financial instrument to an amount equivalent to the Certified Supplier's sales for the three peak months of the year, to protect against a breach or default by the Certified Supplier in the event the Certified Supplier fails to deliver energy to a Customer.

I. Credit Information

In addition to information required otherwise hereunder, a Certified Supplier shall be required to provide to the Company such credit information as the Company reasonably requires.

RULES AND REGULATIONS**XIII. LOAD PROFILING AND FORECASTING****A. Customer Load Forecasting**

The Certified Supplier is responsible for developing an aggregated load forecast for its Customer's load to satisfy obligations required by this Tariff, and the Transmission Provider OATT.

B. Company Provided Customer Data

1. **Monthly Metered Customer Data** - The Company shall make available to the Certified Supplier hourly load profiles, transmission and distribution losses and rate class of the Company's retail customers that do not have interval metering. The Company at its discretion may update, add, or modify the load profiles for any or all customer rate classes during the term of this Tariff on a prospective basis.
2. **Hourly Metered Customer Data** - The Certified Supplier shall forecast its Customers' load for hourly metered Customers, adjusted for the inclusion of losses.

C. Distribution Real Power Losses

Losses will be calculated by multiplying the Retail Customer(s) load times the applicable Distribution Real Power Loss Factor specified below:

Service Voltage Level	Cumulative Loss Factor
138 kV	Loss Factor in the Transmission Provider OATT for ATSI facilities 138kV and above
69 kV	Loss Factor in the Transmission Provider OATT for ATSI facilities 138kV and 69kv ("Transmission Factor")
23 kV to < 69 kV	Transmission Factor + .1%
2.4 kV to < 23 kV	Transmission Factor + 3.0%
2.4 kV	Transmission Factor + 6.7%

The Company reserves the right to file to revise these factors from time to time to reflect changes in system line losses. The Company will make a good faith effort to advise Certified Suppliers of any change in these loss factors more than thirty (30) days in advance of a change when warranted.

D. Transmission Real Power Losses

Transmission losses for the purposes of reserving transmission service under the Transmission Provider OATT are referenced in the Transmission Provider OATT.

E. Adequacy of Load Profiles

A Certified Supplier's remedies for any perceived deficiency in the Company's load profiles for monthly metered Customers shall be limited to arranging, at its own expense, for the installation, pursuant to Commission rules and procedures and Company tariffs, of Interval Meter equipment at the Customer's premises in order to permit the Customer to be forecasted, billed and reconciled as an hourly metered Customer.

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Nothing in this Tariff precludes a Certified Supplier from using its own load profiles at anytime although the Company will use its own load profiles to determine the energy imbalances at the end of each billing month.

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XIV. ENERGY SCHEDULES AND USE OF SCHEDULING COORDINATORS

The Certified Supplier, or its designated Scheduling Coordinator, shall be responsible for scheduling energy and purchasing all transmission services (including Ancillary Services) necessary to get energy to the Customer's point of delivery pursuant to the service agreement for Network Integration Transmission Service under the Transmission Provider OATT.

RULES AND REGULATIONS

XV. RTO SETTLEMENTS

A. Agreement

The Certified Supplier agrees that settlements will be provided under the rates, terms and conditions of the Transmission Provider OATT and the applicable business practice manuals.

B. Billing

The Transmission Provider shall render bills to Certified Suppliers exclusively for services procured to serve retail customers except as otherwise noted in Appendix A.

C. Metered Data Collection

Meter data collected by the Company shall be used to calculate the quantity of energy actually used by a Certified Supplier's Customers for a particular energy imbalance period.

1. **Monthly Metered Customers** - Data from monthly metered Customers is collected corresponding to Customers' billing cycles. To reconcile energy mismatches on an hourly basis, the Company shall convert such meter data for Customers to equivalent hourly usage using the appropriate class load profile. Load profiles may be used at generation level for the inclusion of losses to derive an hour-by-hour usage.
2. **Interval Metered Customers** - Data from interval metered Customers will be collected by the Company on a monthly basis. To reconcile energy mismatches on an hourly basis, the Company will use the actual time interval data. The actual interval metered energy consumption will be used at generation level for the inclusion of losses.
3. **Calculation of Load** - Load shall be calculated by the Company according to the Company's Supplier Energy Obligation Manual available on the Company's website.

D. Transmission Provider Volume Settlements

On a calendar month basis, monthly metered Customers' actual usage and hourly metered Customers' actual usage shall be aggregated by the Company to arrive at the total hourly aggregated load for each Certified Supplier and submitted to the Transmission Provider in accordance with the Transmission Provider OATT and applicable business practice manuals.

RULES AND REGULATIONS**E. Unaccounted For Energy**

Unaccounted for Energy will be determined by comparing the aggregate load of all Certified Suppliers and the Company at the generation level including losses to the FE Ohio Zone load less non retail load for each respective hour. The difference will then be allocated to Customers' load and subsequently to the Certified Supplier based on a ratio of each Certified Supplier's load to the total load of the Certified Suppliers and the Company on an hourly basis. The Company may update the method of allocation of Unaccounted For Energy (UFE) as more detailed data becomes available.

F. Meter Data Coordinator

1. The Company shall upload required, aggregated customer meter data information on behalf of Certified Suppliers to the Transmission Provider including but not limited to real time hourly energy kWh data, capacity daily load share data and transmission daily load share data for use with financial settlement purposes as required by the Transmission Provider under the Transmission Provider's OATT.
2. If requested, the Company will develop load data information, where available, for use by Certified Suppliers where a requirement exists to show compliance with the statutorily mandated alternative energy portfolio standards.

Certified Suppliers supplying retail load in the Company's service territory shall cooperate with the Company to ensure compliance with the applicable requirements under Ohio Revised Code Section 4928.64. A Certified Supplier may allow the Company to calculate a Certified Supplier's baseline and may permit the Company to upload to GATS on the Certified Supplier's behalf the baseline value.

G. PJM Capacity And Transmission Load Share Data

The Company will develop and create capacity and transmission load share data in accordance with Transmission Provider deadlines and practices utilizing procedures outlined in the Supplier Capacity Manual available on the Company's website. The Company will appropriately scale and submit each Certified Supplier's capacity and transmission load share data in accordance with Transmission Provider deadlines and practices as described in this Manual.

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XVI. ALTERNATIVE ENERGY PORTFOLIO STANDARDS

The Certified Supplier is responsible for all aspects of any Alternative Energy Portfolio Standards imposed upon it by law, rule or order and further for any responsibilities imposed by the Commission for meeting the Alternative Energy Portfolio Standards.

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XVII. SCHEDULING COORDINATORS

Designation or Change of a Scheduling Coordinator

All Scheduling Coordinators must follow the Transmission Provider's procedures.

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XVIII. CONFIDENTIALITY OF INFORMATION

A. Generally

All confidential or proprietary information made available by one party to the other in connection with the registration by a Certified Supplier with the Company and/or the subsequent provision and receipt of Coordination Services under this Tariff, including but not limited to load curve data, and information regarding the business processes of a party and the computer and communication systems owned or leased by a party, shall be used only for purposes of registration with the Company, receiving Coordination Services and/or providing Competitive Retail Electric Service to Customers in the Company's service territory. Other than disclosures to representatives of the Company or Certified Supplier for the purposes of enabling that party to fulfill its obligations under this Tariff or for a Certified Supplier to provide Competitive Retail Electric Service to Customers in the Company's service territory, a party may not disclose confidential or proprietary information without the prior authorization and/or consent of the other party, except as ordered by a regulatory agency or court of law.

B. Customer Information

The Certified Supplier shall keep all Customer-specific information supplied by the Company confidential unless the Certified Supplier has the Customer's written authorization to do otherwise.

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**XIX. VOLUNTARY WITHDRAWAL BY A CERTIFIED SUPPLIER
FROM THE CUSTOMER CHOICE PROGRAM**

A. Notice of Withdrawal to the Company

A Certified Supplier shall provide electronic notice to the Company in a form specified by the Company of withdrawal by the Certified Supplier from Competitive Retail Electric Service on a per customer class basis in a manner consistent with any applicable Commission requirements.

B. Notice to Customers

A Certified Supplier shall provide notice to its Customers of withdrawal by the Certified Supplier from retail service in accordance with the Commission rules, regulations, or orders.

C. Costs for Noncompliance

A Certified Supplier that withdraws from Competitive Retail Electric Service and fails to provide at least ninety (90) days electronic notice of said withdrawal shall reimburse the Company for any of the following costs associated with the withdrawal:

1. mailings by the Company to the Certified Supplier's Customers to inform them of the withdrawal and their options;
2. non-standard/manual bill calculation and production performed by the Company;
3. Certified Supplier data transfer responsibilities that must be performed by the Company;
4. charges, costs, or penalties imposed on the Company by other parties resulting from Certified Supplier non-performance; and
5. Any and all other out-of-pocket expenses incurred by the Company as a result of the withdrawal.

D. Certified Supplier's Discontinuance of Service to Particular Customers

1. **Notice of Discontinuance to the Company** - A Certified Supplier shall provide electronic notice to the Company in a form specified by the Company of all intended discontinuance of service to Customers in a manner consistent with applicable Commission requirements.
2. **Notice to Customers** - A Certified Supplier shall provide advance notice to any Customer it intends to stop serving of such intended discontinuance in a manner consistent with any applicable Commission requirements.
3. **Effective Date of Discontinuance** - Any discontinuance will be effective only on a Meter Read Date and in accordance with the Certified Supplier switching rules in this Tariff and the Electric Service Regulations.

RULES AND REGULATIONS**XX. LIABILITY****A. General Limitation on Liability**

The Company shall have no duty or liability with respect to Competitive Retail Electric Service before it is delivered by a Certified Supplier to an interconnection point with the FE Ohio Zone. After its receipt of Competitive Retail Electric Service at the point of delivery, the Company shall have the same duty and liability for transmission and distribution service to customers receiving Competitive Retail Electric Service as to those customers receiving electric energy and capacity from the Company.

B. Limitation on Liability for Service Interruptions and Variations

The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control. The Company shall not be liable for any loss, cost, damage or expense sustained by reason of damage to or destruction of any property, including the loss of use thereof, arising out of, or in any manner connected with, interruptions in service, variations in service characteristics, high or low voltage, phase failure, phase reversal and the use of electrical appliances.

C. Additional Limitations On Liability In Connection With Direct Access

Except as provided in this Tariff, the Company shall have no duty or liability to a Certified Supplier providing Competitive Retail Electric Services arising out of or related to a contract or other relationship between a Certified Supplier and a Customer of the Certified Supplier. The Company shall implement Customer selection of a Certified Supplier consistent with applicable rules of the Commission and shall have no liability to a Certified Supplier providing Competitive Retail Electric Services arising out of or related to switching Certified Suppliers, unless and to the extent that the Company is negligent in switching or failing to switch a Customer.

D. Commission Approval of Above Tariff Language

The Commission approval of the above Tariff language in respect to the limitation of liability arising from the Company's negligence does not constitute a determination that such limitation language should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it should also be the court's responsibility to determine the validity of the exculpatory clause.

RULES AND REGULATIONS**XXI. DEFAULT, SUSPENSION, AND TERMINATION OF A CERTIFIED SUPPLIER****A. Events of Breach**

An Event of Breach described in this Section XXI.A, shall include, but is not limited to, the following:

1. failure to perform any material obligation under this Tariff;
2. a Certified Supplier's failure to maintain its certification as a Certified Supplier from the Commission or registration with the Company;
3. a Certified Supplier's failure to make payment of any undisputed Coordination Services Charges in the time prescribed and nonpayment is not cured within five (5) business days;
4. the involuntary bankruptcy/insolvency of the Certified Supplier, including but not limited to, the appointment of a receiver, liquidator or trustee of the Certified Supplier, or a decree by such a court adjudging the Certified Supplier bankrupt or insolvent or sequestering any substantial part of its property or a petition to declare bankruptcy as to reorganize the Certified Supplier; or
5. a Certified Supplier's filing of a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law, or its consent to the filing of any bankruptcy or reorganization petition against it under any similar law; or, without limiting the generality of the foregoing, a Certified Supplier admits in writing its inability to pay its debts generally as they become due or consents to the appointment of a receiver, trustee or liquidator of it or of all or any part of its property.

B. Rights Upon Breach

Upon the occurrence of any such Event of Breach, the Company may, at any time, declare any amount owing to be immediately due and payable. Such amount will thereupon be immediately due and payable, without presentment, demand, protest, notice of protest or other notice of any kind, all of which are hereby expressly waived by the Certified Supplier. In case any one or more of the Events of Breach shall happen and be continuing, the Company may proceed to protect and enforce its rights by suit in equity, action at law or by other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in this Tariff or in aid of the exercise of any power granted in this Tariff or may proceed to enforce any other legal right which the Company may have, all of which it hereby expressly reserves.

C. Rights, Remedies, or Powers

All rights, remedies, or powers hereby conferred upon the Company will, to the extent not prohibited by law, be deemed cumulative and not exclusive of any other thereof, or any other rights, remedies or powers available to the Company. No delay or omission of the Company to exercise any right, remedy, or power will impair any such right, remedy or power or will be construed to be a waiver of an Event of Breach or an acquiescence therein. Any right, remedy or power conferred upon the Company hereunder may be exercised from time to time, independently or concurrently, and as often as it shall deem expedient. No waiver of any Event of Breach by the Company will extend to or will effect any subsequent Event of Breach. No single or partial exercise of any right, remedy or power by the Company will preclude further exercise thereof by the Company. Acceptance by the Company of partial payments will not constitute a waiver by the Company of any rights or remedies the Company may otherwise have.

RULES AND REGULATIONS

D. Termination of Coordination Agreement

A Coordination Agreement will or may be terminated as follows:

- 1. Withdrawal of the Certified Supplier from Retail Service** - In the event the Certified Supplier ceases to participate in or otherwise withdraws the provision of Competitive Retail Electric Services to Customers in the Company's Service Territory, the Coordination Agreement between the Certified Supplier and the Company shall terminate thirty (30) days following the date on which the Certified Supplier has no more active Customers.
- 2. The Company's Termination Rights Upon an Event of Violation by Certified Supplier** - Notwithstanding any other provision of this Tariff or the Coordination Agreement, in the event of a default, the Company shall serve written notice of such default in reasonable detail and with a proposed remedy to the Certified Supplier and the Commission. On, or after, the date the default notice has been served, the Company may file with the Commission a written request for authorization to terminate or suspend the Coordination Agreement. Except for default due to non-delivery, if the Commission does not act within ten business days upon receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the 11th (eleventh) business day. If the default is due to non-delivery, and if the Commission does not act within five business days upon receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the 6th (sixth) business day. Terminations or suspensions shall require authorization from the Commission. The Company shall send notices pursuant to this section by e-mail, fax, overnight mail, or hand delivery to the Commission and staff at the Commission's offices. The Company shall notify all Commissioners, the Chief of Staff, the Director of the Consumer Services Department, the Director of the Utilities Department, the Director of the Legal Department, and the Chief of the Attorney General's Public Utilities section. The Company shall send the notice to the address and fax number provided by the Certified Supplier in its Coordination Agreement.

E. Effect of Termination of Coordination Agreement

Termination of Coordination Agreements will have the same effect on a Certified Supplier's Customers as the Certified Supplier's discontinuance of supply to such Customers. If a Customer of a terminated Certified Supplier has not switched to another Certified Supplier prior to termination, said Customer will receive Standard Service Offer Supply from the Company pending its selection of another Certified Supplier.

F. Survival of Obligations

Termination of a Coordination Agreement for any reason shall not relieve the Company or a Certified Supplier of any obligation accrued or accruing prior to such termination.

RULES AND REGULATIONS

XXII. ALTERNATIVE DISPUTE RESOLUTION

Alternative Dispute Resolution shall be offered to both Certified Suppliers and the Company as a means to address disputes and differences between Certified Suppliers and the Company. Alternative Dispute Resolution shall be conducted in accordance with the Commission rules which provide for the service.

RULES AND REGULATIONS

XXIII. MISCELLANEOUS

A. Notices

Unless otherwise stated herein, any notice contemplated by this Tariff shall be in writing and shall be given to the other party at the addresses stated in the notice section of the Coordination Agreement. If given by electronic transmission (including fax, telex, telecopy or Internet email), notice shall be deemed given on the date sent and shall be confirmed by a written copy sent by first class mail. If sent in writing by first class mail, notice shall be deemed given on the fifth business day following deposit in the United States mail (as noted by the postmark), properly addressed, with postage prepaid. If sent by same-day or overnight delivery service, notice shall be deemed given on the day of delivery. The Company and a Certified Supplier may change their representative for receiving notices contemplated by this Tariff by delivering written notice of their new representatives to the other.

B. No Prejudice of Rights

The failure by either the Company or the Certified Supplier to enforce any of the terms of this Tariff or Coordination Agreement shall not be deemed a waiver of the right of either to do so.

C. Assignment

1. A Coordination Agreement hereunder may not be assigned by either the Company or the Certified Supplier without (a) any necessary regulatory approval and (b) the prior written consent of the other party, which consent shall not be unreasonably withheld.
2. Any assignment occurring in accordance with Section XXIII.C.1 hereunder shall be binding upon, and oblige and inure to the benefit of, the successors and assigns of the parties to the Coordination Agreement.

D. Governing Law

To the extent not subject to the exclusive jurisdiction of FERC, the formation, validity, interpretation, execution, amendment and termination of this Tariff or any Coordination Agreement shall be governed by the laws of Ohio.

This Tariff or any Coordination Agreement, and the performance of the parties' obligations thereunder, is subject to and contingent upon (i) present and future local, state and federal laws, and (ii) present and future regulations or orders of any local, state or federal regulating authority having jurisdiction over the matter set forth herein.

TECHNICAL SUPPORT AND ASSISTANCE CHARGE**AVAILABILITY / APPLICABILITY**

Technical Support and Assistance is defined as support and assistance that may be provided by the Company to a Certified Supplier in connection with questions raised and research requests by the Certified Supplier in support of its energy supply business. The Company is under no obligation to provide technical support and assistance, with the exception of the services described in the "Conditions" section below. Such support and assistance for which the charge applies is categorized in three general areas:

1. Explanation of the Company's communications related to information posted to the VAN site;
2. Manual verification and confirmation of Customer account data beyond the information and messages available through the standard automated process; and
3. Explanation and definition of the Company's filings, Commission rulings and FERC orders.

Such Technical Support and Assistance may include time spent by Company personnel conducting research in connection with a Certified Supplier inquiry.

TABLE OF CHARGES

Per hour

\$ 53 / hr

CONDITIONS

There will be no time recorded in connection with inquiries covering required business interactions, specifically:

1. Load profiling and energy scheduling;
2. Standard automated processing of Certified Supplier data files by the Company;
3. Website availability and access; and
4. Erroneous data communicated by the Company via the VAN site.

SCHEDULE OF FEES AND CHARGES

A. Schedule of Fees to be Charged to Certified Supplier

1. **Interval Meter Reading** - For hourly or sub-hourly meter reading information in excess of that provided elsewhere in this Tariff, retrieving and processing data from hourly or sub-hourly meters - \$14.50 per Meter per read, per month.
2. **Certified Supplier Selection** - \$5.00 per Customer processing fee will be charged to the Certified Supplier for each customer selecting or switching to the Certified Supplier except that the \$5.00 processing fee will not be assessed with respect to any customer accounts associated with a governmental aggregation unless otherwise ruled by the Commission or a court of law.
3. **Unscheduled Meter Read** - \$25.00 per meter read.
4. **Historical Customer Usage Data** - The Company requires Customer authorization for providing historical customer usage data over and above data normally provided for billing purposes. For historical customer usage data in excess of what is provided elsewhere in this Tariff the charges will be: Up to Twelve (12) months of monthly kW and/or kWh data - \$5.00 per account per request. One (1) month of Hourly Load Data (where available) - \$37.50 per account per request. Twelve (12) months of Hourly Load Data (where available) - \$150 per account per request.

B. Future Fee and Charge Adjustments.

The Company may petition the Commission for an adjustment in the fees and charges applicable to Certified Suppliers to reflect current or anticipated costs. Such request will be subject to applicable Commission rules and procedures.

COORDINATION AGREEMENT

- 1.0** This Coordination Agreement ("Agreement"), dated as of _____ is entered into, by and between OHIO EDISON COMPANY (the "Company") and _____ (Certified Electric Generation Supplier or "Certified Supplier").
- 2.0** The Company agrees to supply, and the Certified Supplier agrees to have the Company supply, all "Coordination Services" specified in the Electric Generation Supplier Coordination Tariff. Both Parties agree that such services are necessary to coordinate the delivery of Competitive Retail Electric Services to Customers located within the Company's service territory.
- 3.0** Representations and Warranties.
- (a) The Certified Supplier hereby represents, warrants and covenants as follows:
- (i) The Certified Supplier is in compliance, and will continue to comply, with all obligations, rules and regulations, as established and interpreted by the Transmission Provider Open Access Transmission Tariff ("OATT") including applicable FERC orders, that are applicable to the Certified Supplier's serving Customers located in the FE Ohio Zone; and
 - (ii) The Certified Supplier is certified by the Commission to provide Competitive Retail Electric Service to Customers in Ohio and has and will continue to satisfy all other Commission requirements applicable to Certified Suppliers including compliance with the terms and conditions of the Electric Generation Supplier Coordination Tariff.
- (b) The Company and the Certified Supplier, individually referred to hereafter as the "Party," each represents, warrants and covenants as follows:
- (i) Each Party's performance of its obligations hereunder has been duly authorized by all necessary action on the part of the Party and does not and will not conflict with or result in a breach of the Party's charter documents or bylaws or any indenture, mortgage, other agreement or instrument, or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the Party is a party or by which the Party or any of its properties is bound or subject.
 - (ii) This Coordination Agreement is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect that affect creditors' rights generally or by general principles of equity.
- 4.0** The Certified Supplier shall provide notice to the Company via facsimile, with a copy delivered pursuant to overnight mail, at such time that the Certified Supplier learns that any of the representations, warranties, or covenants in Section 3.0 of this Coordination Agreement have been violated.
- 5.0** As consideration for Coordination Services provided by the Company, the Certified Supplier shall pay the Company those Coordination Services Charges billed to the Certified Supplier in accordance with the terms and conditions of the Electric Generation Supplier Coordination Tariff.
- 6.0** Coordination Services between the Company and the Certified Supplier will commence on _____

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- 7.0** Any notice or request made to or by either Party regarding this Coordination Agreement shall be made to the representative of the other Party as indicated below.

To: Ohio Edison Company

To: the Certified Supplier

Competitive Energy Supplier Contracts Administrator

Ohio Edison Company

76 South Main Street

Akron, Ohio 44308

Telephone:

Facsimile:

- 8.0** If at any time during the term of the Electric Generation Supplier Coordination Tariff or this Coordination Agreement, FERC, the Commission or a court of competent jurisdiction issues an order under which a party hereto believes that its rights and/or interests under this Coordination Agreement are materially affected, the party so affected shall within thirty (30) days of said final order provide the other party with notice setting forth in reasonable detail how said order has materially affected its rights and/or interests in this Coordination Agreement. Within thirty (30) days from the receiving party's receipt of said notice the parties agree to attempt through good faith negotiations to resolve the issue. If the parties are unable to resolve the issue within thirty (30) days from the commencement of negotiations, either party may at the close of said thirty (30) day period terminate this Coordination Agreement, subject to any applicable regulatory requirements, following an additional thirty (30) days prior written notice to the other party without any liability or responsibility whatsoever, except for obligations arising prior to the date of service termination.
- 9.0** The Electric Generation Supplier Coordination Tariff is incorporated herein by reference and made a part hereof. All terms used in this Coordination Agreement that are not otherwise defined shall have the meaning provided in the Electric Generation Supplier Coordination Tariff.

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IN WITNESS WHEREOF, and intending to be legally bound thereby, OHIO EDISON COMPANY and the Certified Supplier identified above have caused this Coordination Agreement to be executed by their respective authorized officials.

Ohio Edison Company
(Company)

(Certified Supplier Company Name)

By: _____
(Signature)

(Signature)

(Print or Type Name)

(Print or Type Name)

(Title)

(Date)

(Title)

(Date)

Filed pursuant to Order dated May 19, 2011, in Case No. 09-788-EL-ATA, before

The Public Utilities Commission of Ohio

Issued by: Charles E. Jones, Jr., President

Effective: June 1, 2011

SCHEDULING COORDINATOR DESIGNATION FORM

All Scheduling Coordinators must follow the required scheduling procedures of the Transmission Provider.

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APPENDIX A

PJM Billing Statement Line Items (as of July 7, 2014)					
ID #	Resp.	CHARGES	ID #	Resp.	CREDITS
1000	CRES	Amount Due for Interest on Past Due Charges			
1100	Company	Network Integration Transmission Service	2100	Company	Network Integration Transmission Service
1101	Company	Network Integration Transmission Service (ATSI Low Voltage)	2101	Company	Network Integration Transmission Service (ATSI Low Voltage)
1104	Company	Network Integration Transmission Service Offset	2104	Company	Network Integration Transmission Service Offset
			2106	CRES	Non-Zone Network Integration Transmission Service
1108	Company	Transmission Enhancement	2108	Company	Transmission Enhancement
1109	Company	MTEP Project Cost Recovery	2109	Company	MTEP Project Cost Recovery
1110	CRES	Direct Assignment Facilities	2110	CRES	Direct Assignment Facilities
1120	CRES	Other Supporting Facilities	2120	CRES	Other Supporting Facilities
1130	CRES	Firm Point-to-Point Transmission Service	2130	CRES	Firm Point-to-Point Transmission Service
			2132	CRES	Internal Firm Point-to-Point Transmission Service
1133	CRES	Firm Point-to-Point Transmission Service Resale	2133	CRES	Firm Point-to-Point Transmission Service Resale
1135	CRES	Neptune Voluntary Released Transmission Service (Firm)	2135	CRES	Neptune Voluntary Released Transmission Service (Firm)
1138	CRES	Linden Voluntary Released Transmission Service (Firm)	2138	CRES	Linden Voluntary Released Transmission Service (Firm)
1140	CRES	Non-Firm Point-to-Point Transmission Service	2140	CRES	Non-Firm Point-to-Point Transmission Service
			2142	CRES	Internal Non-Firm Point-to-Point Transmission Service
1143	CRES	Non-Firm Point-to-Point Transmission Service Resale	2143	CRES	Non-Firm Point-to-Point Transmission Service Resale
1145	CRES	Neptune Voluntary Released Transmission Service (Non-Firm)	2145	CRES	Neptune Voluntary Released Transmission Service (Non-Firm)
1146	CRES	Neptune Default Released Transmission Service (Non-Firm)	2146	CRES	Neptune Default Released Transmission Service (Non-Firm)
1147	CRES	Neptune Unscheduled Usage Billing Allocation			
1155	CRES	Linden Voluntary Released Transmission Service (Non-Firm)	2155	CRES	Linden Voluntary Released Transmission Service (Non-Firm)
1156	CRES	Linden Default Released Transmission Service (Non-Firm)	2156	CRES	Linden Default Released Transmission Service (Non-Firm)
1157	CRES	Linden Unscheduled Usage Billing Allocation			
1200	CRES	Day-ahead Spot Market Energy			
1205	CRES	Balancing Spot Market Energy			
1210	CRES	Day-ahead Transmission Congestion	2210	CRES	Transmission Congestion
1215	CRES	Balancing Transmission Congestion			
			2217	CRES	Planning Period Excess Congestion
1218	Company	Planning Period Congestion Uplift	2218	Company	Planning Period Congestion Uplift
1220	CRES	Day-ahead Transmission Losses	2220	CRES	Transmission Losses
1225	CRES	Balancing Transmission Losses			
1230	CRES	Inadvertent Interchange			
1240	CRES	Day-ahead Economic Load Response	2240	CRES	Day-ahead Economic Load Response
1241	CRES	Real-time Economic Load Response	2241	CRES	Real-time Economic Load Response

Filed pursuant to Orders dated May 19, 2011 and March 31, 2016, in Case No. 09-788-EL-ATA

and 14-1297-EL-SSO, before

The Public Utilities Commission of Ohio

Issued by: Steven E. Strah, President

Effective: June 1, 2016

APPENDIX A

PJM Billing Statement Line Items (as of July 7, 2014)					
ID #	Resp	CHARGES	ID #	Resp	CREDITS
1242	CRES	Day-Ahead Load Response Charge Allocation			
1243	CRES	Real-Time Load Response Charge Allocation			
1245	CRES	Emergency Load Response	2245	CRES	Emergency Load Response
1250	Company	Meter Error Correction			
1260	Company	Emergency Energy	2260	Company	Emergency Energy
1301	CRES	PJM Scheduling, System Control and Dispatch Service - Control Area Administration			
1302	CRES	PJM Scheduling, System Control and Dispatch Service - FTR Administration			
1303	CRES	PJM Scheduling, System Control and Dispatch Service - Market Support			
1304	CRES	PJM Scheduling, System Control and Dispatch Service - Regulation Market Administration			
1305	CRES	PJM Scheduling, System Control and Dispatch Service - Capacity Resource/Obligation Mgmt.			
1306	CRES	PJM Scheduling, System Control and Dispatch Service - Advanced Second Control Center			
1307	CRES	PJM Scheduling, System Control and Dispatch Service - Market Support Offset			
1308	CRES	PJM Scheduling, System Control and Dispatch Service Refund - Control Area Administration			
1309	CRES	PJM Scheduling, System Control and Dispatch Service Refund - FTR Administration			
1310	CRES	PJM Scheduling, System Control and Dispatch Service Refund - Market Support			
1311	CRES	PJM Scheduling, System Control and Dispatch Service Refund - Regulation Market Administration			
1312	CRES	PJM Scheduling, System Control and Dispatch Service Refund - Capacity Resource/Obligation Mgmt.			
1313	CRES	PJM Settlement, Inc.			
1314	CRES	Market Monitoring Unit (MMU) Funding			
1315	CRES	FERC Annual Charge Recovery			
1316	CRES	Organization of PJM States, Inc. (OPSI) Funding			
1317	CRES	North American Electric Reliability Corporation (NERC)			
1318	CRES	Reliability First Corporation (RFC)			
1320	Company	Transmission Owner Scheduling, System Control and Dispatch Service	2320	Company	Transmission Owner Scheduling, System Control and Dispatch Service
1330	Company	Reactive Supply and Voltage Control from Generation and Other Sources Service	2330	Company	Reactive Supply and Voltage Control from Generation and Other Sources Service
1340	CRES	Regulation and Frequency Response Service	2340	CRES	Regulation and Frequency Response Service
1350	CRES	Energy Imbalance Service	2350	CRES	Energy Imbalance Service
1360	CRES	Synchronized Reserve	2360	CRES	Synchronized Reserve
1362	CRES	Non-Synchronized Reserve	2362	CRES	Non-Synchronized Reserve
1365	CRES	Day-ahead Scheduling Reserve	2365	CRES	Day-ahead Scheduling Reserve
1370	CRES	Day-ahead Operating Reserve	2370	CRES	Day-ahead Operating Reserve
1371	CRES	Day-ahead Operating Reserve for Load Response	2371	CRES	Day-ahead Operating Reserve for Load Response
1375	Company	Balancing Operating Reserve	2375	Company	Balancing Operating Reserve
1376	Company	Balancing Operating Reserve for Load Response	2376	Company	Balancing Operating Reserve for Load Response

Filed pursuant to Orders dated May 19, 2011 and March 31, 2016, in Case No. 09-788-EL-ATA

and 14-1297-EL-SSO, before

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PJM Billing Statement Line Items (as of July 7, 2014)					
ID #	Resp	CHARGES	ID #	Resp	CREDITS
1377	CRES	Synchronous Condensing	2377	CRES	Synchronous Condensing
1378	Company	Reactive Services	2378	Company	Reactive Services
1380	CRES	Black Start Service	2380	CRES	Black Start Service
1400	CRES	Load Reconciliation for Spot Market Energy			
1410	CRES	Load Reconciliation for Transmission Congestion			
1420	CRES	Load Reconciliation for Transmission Losses	2420	CRES	Load Reconciliation for Transmission Losses
1430	CRES	Load Reconciliation for Inadvertent Interchange			
1440	CRES	Load Reconciliation for PJM Scheduling, System Control and Dispatch Service			
1441	CRES	Load Reconciliation for PJM Scheduling, System Control and Dispatch Service Refund			
1442	CRES	Load Reconciliation for Schedule 9-6 - Advanced Second Control Center			
1444	CRES	Load Reconciliation for Market Monitoring Unit (MMU) Funding			
1445	CRES	Load Reconciliation for FERC Annual Charge Recovery			
1446	CRES	Load Reconciliation for Organization of PJM States, Inc. (OPSI) Funding			
1447	CRES	Load Reconciliation for North American Electric Reliability Corporation (NERC)			
1448	CRES	Load Reconciliation for Reliability First Corporation (RFC)			
1450	Company	Load Reconciliation for Transmission Owner Scheduling, System Control and Dispatch Service			
1460	CRES	Load Reconciliation for Regulation and Frequency Response Service			
1470	CRES	Load Reconciliation for Synchronized Reserve			
1472	CRES	Load Reconciliation for Non-Synchronized Reserve			
1475	CRES	Load Reconciliation for Day-ahead Scheduling Reserve			
1478	CRES	Load Reconciliation for Balancing Operating Reserve			
1480	CRES	Load Reconciliation for Synchronous Condensing			
1490	CRES	Load Reconciliation for Reactive Services			
1500	CRES	Financial Transmission Rights Auction	2500	CRES	Financial Transmission Rights Auction
			2510	CRES	Auction Revenue Rights
1600	CRES	RPM Auction	2600	CRES	RPM Auction
1610	CRES	Locational Reliability			
			2620	CRES	Interruptible Load for Reliability
			2630	CRES	Capacity Transfer Rights
			2640	CRES	Incremental Capacity Transfer Rights
1650	CRES	Auction Specific MW Capacity Transaction	2650	CRES	Auction Specific MW Capacity Transaction
1660	CRES	Demand Resource and ILR Compliance Penalty	2660	CRES	Demand Resource and ILR Compliance Penalty
1661	CRES	Capacity Resource Deficiency	2661	CRES	Capacity Resource Deficiency
1662	CRES	Generation Resource Rating Test Failure	2662	CRES	Generation Resource Rating Test Failure

Filed pursuant to Orders dated May 19, 2011 and March 31, 2016, in Case No. 09-788-EL-ATA

and 14-1297-EL-SSO, before

The Public Utilities Commission of Ohio

Issued by: Steven E. Strah, President

Effective: June 1, 2016

Ohio Edison Company

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APPENDIX A

PJM Billing Statement Line Items (as of July 7, 2014)					
ID #	Resp	CHARGES	ID #	Resp	CREDITS
1663	CRES	Qualifying Transmission Upgrade Compliance Penalty	2663	CRES	Qualifying Transmission Upgrade Compliance Penalty
1664	CRES	Peak Season Maintenance Compliance Penalty	2664	CRES	Peak Season Maintenance Compliance Penalty
1665	CRES	Peak-Hour Period Availability	2665	CRES	Peak-Hour Period Availability
1666	CRES	Load Management Test Failure	2666	CRES	Load Management Test Failure
1670	CRES	FRR LSE Reliability	2670	CRES	FRR LSE Reliability
1680	CRES	FRR LSE Demand Resource and ILR Compliance Penalty	2680	CRES	FRR LSE Demand Resource and ILR Compliance Penalty
1681	CRES	FRR LSE Capacity Resource Deficiency	2681	CRES	FRR LSE Capacity Resource Deficiency
1682	CRES	FRR LSE Generation Resource Rating Test Failure	2682	CRES	FRR LSE Generation Resource Rating Test Failure
1683	CRES	FRR LSE Qualifying Transmission Upgrade Compliance Penalty	2683	CRES	FRR LSE Qualifying Transmission Upgrade Compliance Penalty
1684	CRES	FRR LSE Peak Season Maintenance Compliance Penalty	2684	CRES	FRR LSE Peak Season Maintenance Compliance Penalty
1685	CRES	FRR LSE Peak-Hour Period Availability	2685	CRES	FRR LSE Peak-Hour Period Availability
1686	CRES	FRR LSE Load Management Test Failure	2686	CRES	FRR LSE Load Management Test Failure
1687	CRES	FRR LSE Schedule 9-5	2687	CRES	FRR LSE Schedule 9-5
1688	CRES	FRR LSE Schedule 9-6	2688	CRES	FRR LSE Schedule 9-6
1710	CRES	PJM/MISO Seams Elimination Cost Assignment	2710	CRES	PJM/MISO Seams Elimination Cost Assignment
1712	CRES	Intra-PJM Seams Elimination Cost Assignment	2712	CRES	Intra-PJM Seams Elimination Cost Assignment
1720	CRES	RTO Start-up Cost Recovery	2720	CRES	RTO Start-up Cost Recovery
1730	CRES	Expansion Cost Recovery	2730	CRES	Expansion Cost Recovery
1900	CRES	Unscheduled Transmission Service			
1910	CRES	Ramapo Phase Angle Regulators	2910	CRES	Ramapo Phase Angle Regulators
1911	CRES	Michigan - Ontario Interface Phase Angle Regulators			
			2912	CRES	CT Lost Opportunity Cost Allocation
1920	CRES	Station Power			
1930	Company	Generation Deactivation	2930	Company	Generation Deactivation
1932	Company	Generation Deactivation Refund	2932	Company	Generation Deactivation Refund
1950	CRES	Virginia Retail Administrative Fee	2950	CRES	Virginia Retail Administrative Fee
1952	CRES	Deferred Tax Adjustment	2952	CRES	Deferred Tax Adjustment
1955	CRES	Deferral Recovery	2955	CRES	Deferral Recovery
1980	CRES	Miscellaneous Bilateral	2980	CRES	Miscellaneous Bilateral
1995	CRES	PJM Annual Membership Fee			
			2996	CRES	Annual PJM Cell Tower
			2997	CRES	Annual PJM Building Rent
1999	CRES	PJM Customer Payment Default			

Filed pursuant to Orders dated May 19, 2011 and March 31, 2016, in Case No. 09-788-EL-ATA

and 14-1297-EL-SSO, before

The Public Utilities Commission of Ohio

Issued by: Steven E. Strah, President

Effective: June 1, 2016

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

DIRECT ENERGY BUSINESS, LLC,
12 Greenway Plaza, Suite 250
Houston, Texas 77046

Complainant,

v.

OHIO EDISON COMPANY,
76 S. Main Street
Akron, Ohio 44308

and

CLEVELAND ELECTRIC ILLUMINATING
COMPANY,
76 South Main Street
Akron, Ohio 44308

Respondents.

Case No. 17-0791-EL-CSS

COMPLAINT

The Respondents made a substantial error that caused wholesale market data to be reported incorrectly to PJM Interconnection LLC. The error caused an unknown entity, whom Respondents refuse to identify, to incur over \$5 million in wholesale market charges. Respondents claim to have recently reimbursed the unnamed entity for these charges, and are now turning to Complainant to reimburse Respondents. In short, Respondents are attempting to improperly leverage their supplier tariff to force Direct to resettle a wholesale market transaction. Respondents have no authority to compel resettlement, nor Direct any obligation to agree to resettlement.

Accordingly, in accordance with R.C. 4905.26, R.C. 4928.16 and R.C. 4928.18, Direct alleges as follows:

PARTIES AND JURISDICTION

1. Complainant Direct Energy Business, LLC (Direct) is duly certified in accordance with R.C. Chapter 4929 to supply electric generation service to retail customers in Ohio. Direct is the successor-in-interest to Strategic Energy LLC.

2. Respondent Ohio Edison Company is an “electric light company” under R.C. 4905.03(C), a “public utility” under R.C. 4905.02, and subject to the Commission’s general supervisory jurisdiction under R.C. 4905.05 and R.C. 4905.06.

3. Respondent Cleveland Electric Illuminating Company is an “electric light company” under R.C. 4905.03(C), a “public utility” under R.C. 4905.02, and subject to the Commission’s general supervisory jurisdiction under R.C. 4905.05 and R.C. 4905.06.

4. The Commission has personal jurisdiction over the Respondents and subject matter jurisdiction over this Complaint pursuant to R.C. 4905.26, R.C. 4928.16 and R.C. 4928.18.

FACTS COMMON TO ALL CLAIMS

5. Complainant incorporates the allegations contained in paragraphs 1 through 4 above.

6. Direct, as successor-in-interest to Strategic Energy LLC, and Respondents, are parties to certain Coordination Agreements, effective as of December 5, 2000 (Agreements). The Agreements are attached as Exhibit A. The Agreements require Respondents to provide “Coordination Services” and Direct to pay “Coordination Service Charges,” as the Agreements and Respondents’ Electric Generation Supplier Tariff (Supplier Tariff) define those terms.

7. The Coordination Services are necessary to coordinate the delivery of competitive retail electric service to customers of Direct located within Respondents' service territories. The Agreements under which Respondents provide Coordination Services are subject to, and incorporate, the terms and conditions of their respective Supplier Tariff.

8. In accordance with Section VI of the Supplier Tariff, Direct is in compliance with Respondents' credit requirements by virtue of both a cash deposit and parental guarantee.

9. On December 18, 2015, Cindy Teamann, Manager, Regulated Settlements for FirstEnergy Service Corp., advised several Direct employees by email that the load for three customers was not accounted for in Direct's load obligation submitted to PJM during various periods between December 1, 2013, and September 30, 2015. Due to the errors occurring beyond PJM's 60-day window, any requested remediation would be through the use of out-of-market bilateral settlements through PJM, according to the email.

10. Ms. Teamann's December 18, 2015, email describes an internal investigation that determined a flag had accidentally been activated on an account that caused no record to be created for the settlement system's daily extract file that contains any supplier changes or other updates. Apparently, because the settlement system received no supplier change record, it continued to report the customers' load obligation to the previous supplier.

11. As a result of Respondents' self-described "errors," revenues from the affected customers identified in the email were credited to Direct, but the cost of energy and capacity was charged to the customers' previous supplier. Ms. Teamann's email does not identify the previous supplier.

12. On December 31, 2015, Ms. Teamann sent another email on behalf of the previous supplier of three customers at issue that incurred the wholesale market costs. Ms.

Teamann requested in her email that Direct provide confirmation that Direct would compensate the prior supplier for the alleged erroneously incurred costs. Without providing any substantiated details regarding the prior supplier's identity or supporting documents regarding the alleged payments, Respondents requested Direct to agree to compensate the unknown entity more than \$5 million.

13. On February 13, 2017, during a telephone call with Edward Stein, Manager, Regulated Settlements for FirstEnergy Corp., Direct explained that it was willing to address the issue of resettlement directly with the affected supplier. Although Direct was willing to discuss the issue, Respondents refused to identify the supplier.

14. Also during the February 13 call, Edward Stein, on behalf of Respondents and/or the unidentified supplier, threatened that if Direct did not agree to resettlement, Respondents would declare Direct in breach of the Agreements and Supplier Tariff for failure to cooperate.

15. After the February 13 call, Direct sent an email to Mr. Stein requesting the specific sections of the Supplier Tariff and Agreements that allegedly required Direct to agree to resettlement.

16. On February 16, 2017, Mr. Stein responded to Direct's request by sending an email that included links to the Supplier Tariff and Agreements, but did not include cites or references to any specific provisions that would support the action threatened by the Respondents.

17. From the effective date of the Agreements to the present, Direct has paid all Coordination Service Charges billed by Respondents.

18. From the effective date of the Agreements to the present, Direct has complied with all applicable terms of the Supplier Tariff and Agreements.

19. Respondents have not served written notice of an Event of Breach as described in Section XXI.A. of the Supplier Tariff.

20. Respondents have not supplied Direct or the Commission with a notice of default described in Section XXI.D. of the Supplier Tariff.

21. Respondents have attempted to utilize and invoke the resettlement process in a manner not allowed for in the PJM Open-Access Transmission Tariff (OATT).

22. Direct has satisfied and continues to satisfy the credit requirements contained in Section VI of the Supplier Tariff.

23. In their ongoing effort to attempt to force Direct to resettle in a manner not allowed for in the PJM OATT, Respondents have threatened, and continue to threaten, to draw against the financial security provided by Direct.

COUNT I: VIOLATIONS OF THE SUPPLIER TARIFF

24. Complainant incorporates the allegations contained in paragraphs 1 through 23 above.

25. Respondents have violated Section XII.B. of the Supplier Tariff by demanding payment from Direct for amounts that constitute neither a “Charge” nor a “Coordination Services Charge.”

26. Section XII.C. of the Supplier Tariff states, “The Company will assume no responsibility for billing between a Certified Supplier and the Transmission Provider *or any party other than the Company.*” (Emphasis added.) Respondents violated this provision by demanding that Direct compensate an unidentified third-party supplier for alleged financial losses caused by Respondents’ coordination errors.

27. Section XV.A. of the Supplier Tariff states, “The Certified Supplier agrees that settlements will be provided under the rates, terms, and conditions of the Transmission Provider OATT and the applicable business practice manuals.” Respondents have violated this provision by demanding that Direct agree to a settlement/resettlement process not compelled by the PJM OATT.

28. Complainant has been damaged by Respondents’ violations.

COUNT II: VIOLATION OF THE AGREEMENTS

29. Complainant incorporates the allegations contained in paragraphs 1 through 28 above.

30. The Agreements expressly incorporate, and are subject to, the Supplier Tariff.

31. Respondents’ violations of the Supplier Tariff also constitute violations of the Agreements.

32. Complainant has sustained damage as a result of Respondents’ violations.

COUNT III: STATUTORY VIOLATIONS

33. Complainant incorporates the allegations contained in paragraphs 1 through 32 above.

34. In demanding payment of unjust and unreasonable charges, Respondents have violated R.C. 4905.22.

35. In demanding payment of charges not authorized or approved by the Commission, Respondents have violated RC 4905.30 and 4905.32.

36. Respondents’ foregoing actions and demands for payment constitute violations of R.C. 4928.17.

37. Respondents' foregoing actions and demands for payment constitute rates, fares, charges, tolls, rentals, schedules, classifications, or service rendered, charged, demanded, exacted, or proposed to be rendered, charged, demanded, or exacted, that are unjust, unreasonable, unjustly discriminatory, unjustly preferential, and in violation of law, in violation of R.C. 4905.26.

38. Complainant has been damaged by Respondents' violations.

REQUEST FOR RELIEF

Complainant respectfully requests issuance of one of more Commission Orders finding and directing all of the following:

- a. Respondents are immediately enjoined and restrained from exercising any remedy under the Supplier Tariff, Agreements, or other provisions of law during the pendency of this Complaint;
- b. Respondents have no authority to force Direct to resettle with respect to any amounts allegedly paid by Respondents to the prior unidentified supplier;
- c. Reasonable grounds for complaint have been stated;
- d. Respondents committed the violations complained of herein;
- e. Such violations constitute unjust, unreasonable and inadequate service;
- f. Complainant is entitled to damages, restitution, and attorneys' fees in an amount to be determined by a court of competent jurisdiction, subject to trebling under R.C. 4905.61; and
- g. Such other and further relief as the law, equity and justice require.

Dated: March 20, 2017

Respectfully submitted,

/s/ Mark A. Whitt

Mark A. Whitt

Andrew J. Campbell

Rebekah Glover

WHITT STURTEVANT LLP

88 E. Broad St., Suite 1590

Columbus, Ohio 43215

Telephone: (614) 224-3946

Facsimile: (614) 224-3960

whitt@whitt-sturtevant.com

campbell@whitt-sturtevant.com

glover@whitt-sturtevant.com

(All counsel are willing to accept
service by email)

ATTORNEYS FOR DIRECT
ENERGY BUSINESS, LLC

INSTRUCTIONS FOR SERVICE

TO THE DOCKETING DIVISION:

Please serve the Complaint to the following:

Ohio Edison Company and Cleveland Electric Illuminating Co.
c/o C T Corporation System
1300 East 9th Street
Cleveland, OH 44114

/s/ Mark A. Whitt

One of the Attorneys for Direct Energy
Business, LLC

Ohio Edison Company
Akron, Ohio

P.U.C.O. No. S-1

Original Sheet No. 1
Page 48 of 54

COORDINATION AGREEMENT

- 1.0 This Coordination Agreement ("Agreement"), dated as of December 5, 2000 is entered into, by and between OHIO EDISON COMPANY (the "Company") and Strategic Energy, L.L.C. (Certified Electric Generation Supplier or "Certified Supplier").
- 2.0 The Company agrees to supply, and the Certified Supplier agrees to have the Company supply, all "Coordination Services" specified in the Supplier Tariff ("Tariff"). Both Parties agree that such services are necessary to coordinate the delivery of Competitive Retail Electric Services to Customers located within the Company's service territory.
- 3.0 Representations and Warranties.
- (a) The Certified Supplier hereby represents, warrants and covenants as follows:
- (i) The Certified Supplier is in compliance, and will continue to comply, with all obligations, rules and regulations, as established and interpreted by the FirstEnergy System Control Center ("FE-SCC"), that are applicable to the Certified Supplier's serving Customers located in the FirstEnergy Control Area; and
- (ii) The Certified Supplier is certified by the Commission to provide Competitive Retail Electric Service to Customers in Ohio and has and will continue to satisfy all other Commission requirements applicable to Certified Suppliers.
- (b) The Company and the Certified Supplier, individually referred to hereafter as the "Party," each represents, warrants and covenants as follows:
- (i) Each Party's performance of its obligations hereunder has been duly authorized by all necessary action on the part of the Party and does not and will not conflict with or result in a breach of the Party's charter documents or bylaws or any indenture, mortgage, other agreement or instrument, or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the Party is a party or by which the Party or any of its properties is bound or subject.

Filed pursuant to Order dated July 19, 2000 in Case No. 00-813-EL-EDf and Case No. 99-1212-EL-BTP before
The Public Utilities Commission of Ohio

Issued by H. Peter Berg, President

Effective: January 1, 2001

Ohio Edison Company
Akron, Ohio

P.U.C.O. No. S-1

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- (ii) This Agreement is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect that affect creditors' rights generally or by general principles of equity.
- 4.0 The Certified Supplier shall provide notice to the Company via facsimile, with a copy delivered pursuant to overnight mail, at such time that the Certified Supplier learns that any of the representations, warranties, or covenants in Section 3.0 of this Agreement have been violated.
- 5.0 As consideration for Coordination Services provided by the Company, the Certified Supplier shall pay the Company those Coordination Services Charges billed to the Certified Supplier in accordance with the terms and conditions of the Supplier Tariff.
- 6.0 Coordination Services between the Company and the Certified Supplier will commence on January 1, 2000.
- 7.0 Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated below.

To Ohio Edison Company:

Competitive Energy Supplier Contracts Administrator
Ohio Edison Company
76 South Main Street
Akron, Ohio 44308

Ohio Edison Company
Akron, Ohio

P.U.C.O. No. S-1

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To the Certified Supplier:

Strategic Energy, L.L.C.

Attn: Diane M. Smith

Two Gateway Center, 9th Floor

Pittsburgh, PA 15222

Telephone: 412-394-6522

Facsimile: 412-394-6576

- 8.0 If at any time during the term of the Tariff or this Agreement, FERC, the Commission or a court of competent jurisdiction issues an order under which a party hereto believes that its rights and/or interests under the Coordination Agreement are materially affected, the party so affected shall within thirty (30) days of said final order provide the other party with notice setting forth in reasonable detail how said order has materially affected its rights and/or interests in the Coordination Agreement. Within thirty (30) days from the receiving party's receipt of said notice the parties agree to attempt through good faith negotiations to resolve the issue. If the parties are unable to resolve the issue within thirty (30) days from the commencement of negotiations, either party may at the close of said thirty (30) day period terminate the Agreement, subject to any applicable regulatory requirements, following an additional thirty (30) days prior written notice to the other party without any liability or responsibility whatsoever, except for obligations arising prior to the date of service termination.
- 9.0 The Supplier Tariff is incorporated herein by reference and made a part hereof. All terms used in this Agreement that are not otherwise defined shall have the meaning provided in the Supplier Tariff.

Filed pursuant to Order dated July 19, 2000 in Case No. 00-813-EL-EDI and Case No. 99-1212-EL-RTP before
The Public Utilities Commission of Ohio

Issued by H. Peter Burg, President

Effective: January 1, 2001

Ohio Edison Company
Akron, Ohio

P.U.C.O. No. S-1

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IN WITNESS WHEREOF, and intending to be legally bound thereby, OHIO EDISON COMPANY and the
Certified Supplier identified above have caused this Coordination Agreement to be executed by their
respective authorized officials.

OHIO EDISON COMPANY

By: *E.T. Carey*

Signature

E.T. CAREY

Print or Type Name

VICE PRESIDENT

Title

12-22-00

Date

STRATEGIC ENERGY, L.L.C.
CERTIFIED SUPPLIER COMPANY NAME

By: *Patrick J. Purdy*

Signature

Patrick J. Purdy

Print or Type Name

Chief Operating Officer

Title

December 5, 2000

Date

Ohio Edison Company
Akron, Ohio

P.U.C.O. No. S-1

Original Sheet No. 1
Page 52 of 54**Scheduling Coordinator Designation Form**

- 1.0 This Scheduling Coordinator Designation Form, dated _____, is being submitted to FirstEnergy ("FE") by the following Certified Supplier:

- 2.0 By submitting this form, the Certified Supplier hereby notifies FE that it has appointed the following entity to act as its Scheduling Coordinator, effective the first day of January 2009, in accordance with Section 7 of the Supplier Tariff:

Strategic Energy, L.L.C.

Scheduling Coordinator Name

- 3.0 The Certified Supplier further notifies the Company that it is designating the Certified Supplier identified in the preceding paragraph as its Scheduling Coordinator for the following specific purpose(s) (please check and/or fill in):

<u>X</u>	Load Forecasting
<u>X</u>	Assessing Import Capability
<u>X</u>	Scheduling Energy Delivery
<u>X</u>	Assumption of Reconciliation Rights and Responsibilities

- 4.0 FE may use the Scheduling Coordinator as the sole point of contact with the Certified Supplier in connection with FE's provision of Coordination Services to the Certified Supplier. Likewise, the Scheduling Coordinator appointed by the Certified Supplier shall be responsible for the performance of all Coordination Obligations of the Certified Supplier that are specifically delegated to said Scheduling Coordinator in this Form.
- 5.0 If the Certified Supplier delegates assumption of reconciliation rights and responsibilities to the Scheduling Coordinator, the Certified Supplier agrees that FE may bill the Scheduling Coordinator directly for all Coordination Service Charges attributable to the Certified Supplier, and that the Scheduling Coordinator will pay the Company such charges on behalf of the Certified Supplier in accordance with the terms and conditions of the Supplier Tariff.
- 6.0 The Certified Supplier and its appointed Scheduling Coordinator shall comply with all terms and conditions of the Supplier Tariff, including those pertaining to Scheduling Coordinators and to payment and billing.
- 7.0 All inquiries, communications, or notices by the Company relating to Certified Supplier's use of the Scheduling Coordinator designated above may be directed to the following representatives of the Certified Supplier or Scheduling Coordinator:

To the Certified Supplier:

Strategic Energy, L.L.C.Two Gateway Center, 9th floorPittsburgh, PA 15222Attention: Power Coordinators

Title: _____

Telephone: 412-394-6500Fax: 412-394-9731Internet e-mail: powercoordinators@sel.com

Filed pursuant to Order dated July 19, 2000 in Case No. 00-813-EL-ED1 and Case No. 99-1212-EL-ETP before

The Public Utilities Commission of Ohio

Issued by H. Peter Burg, President

Effective: January 1, 2001

Ohio Edison Company
Akron, Ohio

P.U.C.O. No. S-1

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To the Scheduling Coordinator:

Strategic Energy, L.L.C.

Two Gateway Center, 9th Floor

Pittsburgh, PA 15222

Attention: Power Coordinators

Title: _____

Telephone: 412-394-6500

Fax: 412-394-9731

Internet e-mail: powercoordinators@sel.com

8.0 The Supplier Tariff is incorporated herein by reference and made a part hereof. All capitalized terms used, but not defined, in this designation form shall have the meaning stated in the Supplier Tariff.

9.0 The Certified Supplier has executed this designation form below by its duly authorized representative as follows:

Signature: _____

Name: _____

Title: _____

Date: _____

Patrick J. Purdy

Patrick J. Purdy

Chief Operating Officer

December 5, 2000

10.0 The Certified Supplier has obtained the following Acknowledgment and Consent to this designation, which is executed below by the duly authorized representative of the Scheduling Coordinator:

Filed pursuant to Order dated July 19, 2000 in Case No. 00-813-EL-EDI and Case No. 99-1212-EL-ETP before
The Public Utilities Commission of Ohio

Issued by H. Peter Burg, President

Effective: January 1, 2001

Ohio Edison Company
Akron, Ohio

P.U.C.O. No. S-1

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Acknowledgment and Consent

Intending to be legally bound thereby, the duly authorized representative of above designated Scheduling Coordinator has executed this document below to acknowledge and consent to its appointment as a Scheduling Coordinator, and to further state its agreement to abide by the terms and conditions of its designation set forth above in the Scheduling Coordinator Designation Form prepared by the Certified Supplier, including the terms and conditions of the Supplier Tariff, which is incorporated therein by reference.

Signature:



Name:

Patrick J. Furdy

Title:

Chief Operating Officer

Date:

December 5, 2000

Filed pursuant to Order dated July 19, 2000 in Case No. 00-813-EL-EDI and Case No. 99-1212-EL-ETP before
The Public Utilities Commission of Ohio

Issued by H. Peter Burg, President

Effective: January 1, 2001

Cleveland Electric Illuminating Company
Cleveland, Ohio

P.U.C.O. No. S-1

Original Sheet No. 1
Page 48 of 54

COORDINATION AGREEMENT

- 1.0 This Coordination Agreement ("Agreement"), dated as of December 5, 2000 is entered into, by and between CLEVELAND ELECTRIC ILLUMINATING COMPANY (the "Company") and Strategic Energy, L.L.C. (Certified Electric Generation Supplier or "Certified Supplier").
- 2.0 The Company agrees to supply, and the Certified Supplier agrees to have the Company supply, all "Coordination Services" specified in the Supplier Tariff ("Tariff"). Both Parties agree that such services are necessary to coordinate the delivery of Competitive Retail Electric Services to Customers located within the Company's service territory.
- 3.0 Representations and Warranties.
 - (a) The Certified Supplier hereby represents, warrants and covenants as follows:
 - (i) The Certified Supplier is in compliance, and will continue to comply, with all obligations, rules and regulations, as established and interpreted by the FirstEnergy System Control Center ("FE-SCC"), that are applicable to the Certified Supplier's serving Customers located in the FirstEnergy Control Area; and
 - (ii) The Certified Supplier is certified by the Commission to provide Competitive Retail Electric Service to Customers in Ohio and has and will continue to satisfy all other Commission requirements applicable to Certified Suppliers.
 - (b) The Company and the Certified Supplier, individually referred to hereafter as the "Party," each represents, warrants and covenants as follows:
 - (i) Each Party's performance of its obligations hereunder has been duly authorized by all necessary action on the part of the Party and does not and will not conflict with or result in a breach of the Party's charter documents or bylaws or any indenture, mortgage, other agreement or instrument, or any statute or rule, regulation, order, judgment, or decree of any judicial or administrative body to which the Party is a party or by which the Party or any of its properties is bound or subject.

Filed pursuant to Order dated July 19, 2000 in Case No. 00-813-EL-ED/ and Case No. 99-1212-EL-ETP before
The Public Utilities Commission of Ohio

Issued by H. Peter Burg, President

Effective: January 1, 2001

Cleveland Electric Illuminating Company
Cleveland, Ohio

P.U.C.O. No. S-1

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(ii) This Agreement is a valid and binding obligation of the Party, enforceable in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect that affect creditors' rights generally or by general principles of equity.

4.0 The Certified Supplier shall provide notice to the Company via facsimile, with a copy delivered pursuant to overnight mail, at such time that the Certified Supplier learns that any of the representations, warranties, or covenants in Section 3.0 of this Agreement have been violated.

5.0 As consideration for Coordination Services provided by the Company, the Certified Supplier shall pay the Company those Coordination Services Charges billed to the Certified Supplier in accordance with the terms and conditions of the Supplier Tariff.

6.0 Coordination Services between the Company and the Certified Supplier will commence on January 1, 2000

7.0 Any notice or request made to or by either Party regarding this Agreement shall be made to the representative of the other Party as indicated below.

To Cleveland Electric Illuminating Company:

Competitive Energy Supplier Contracts Administrator
Cleveland Electric Illuminating Company
76 South Main Street
Akron, Ohio 44308

Filed pursuant to Order dated July 19, 2000 in Case No. 00-813-EL-ED1 and Case No. 99-1212-EL-ETP before
The Public Utilities Commission of Ohio

Issued by H. Peter Burg, President

Effective: January 1, 2001

Cleveland Electric Illuminating Company
Cleveland, Ohio

P.U.C.O. No. S-1

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To the Certified Supplier:

Strategic Energy, L.L.C.

Attn: Diane M. Smith

Two Gateway Center, 9th Floor

Pittsburgh, PA 15222

Telephone: 412-394-6522

Facsimile: 412-394-6576

- 8.0 If at any time during the term of the Tariff or this Agreement, FERC, the Commission or a court of competent jurisdiction issues an order under which a party hereto believes that its rights and/or interests under the Coordination Agreement are materially affected, the party so affected shall within thirty (30) days of said final order provide the other party with notice setting forth in reasonable detail how said order has materially affected its rights and/or interests in the Coordination Agreement. Within thirty (30) days from the receiving party's receipt of said notice the parties agree to attempt through good faith negotiations to resolve the issue. If the parties are unable to resolve the issue within thirty (30) days from the commencement of negotiations, either party may at the close of said thirty (30) day period terminate the Agreement, subject to any applicable regulatory requirements, following an additional thirty (30) days prior written notice to the other party without any liability or responsibility whatsoever, except for obligations arising prior to the date of service termination.
- 9.0 The Supplier Tariff is incorporated herein by reference and made a part hereof. All terms used in this Agreement that are not otherwise defined shall have the meaning provided in the Supplier Tariff.

Filed pursuant to Order dated July 19, 2000 in Case No. 00-813-EL-ED1 and Case No. 99-1212-EL-ETP before
The Public Utilities Commission of Ohio

Issued by H. Peter Burg, President

Effective: January 1, 2001

Cleveland Electric Illuminating Company
Cleveland, Ohio

P.U.C.O. No. S-1

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IN WITNESS WHEREOF, and intending to be legally bound thereby, CLEVELAND ELECTRIC

ILLUMINATING COMPANY and the Certified Supplier identified above have caused this Coordination
Agreement to be executed by their respective authorized officials.

CLEVELAND ELECTRIC ILLUMINATING COMPANY

By: 

Signature

E.T. CARBY

Print or Type Name

VICE PRESIDENT

Title

Date

12-22-00

STRATEGIC ENERGY, L.L.C.
CERTIFIED SUPPLIER COMPANY NAME

By: 

Signature

Patrick J. Purdy

Print or Type Name

Chief Operating Officer

Title

December 5, 2000

Date

Cleveland Electric Illuminating Company
Cleveland, Ohio

P.U.C.O. No. S-1

Original Sheet No. 1
Page 52 of 54

Scheduling Coordinator Designation Form

- 1.0 This Scheduling Coordinator Designation Form, dated December 5, 2000, is being submitted to FirstEnergy ("FE") by the following Certified Supplier: Strategic Energy, L.L.C.
- 2.0 By submitting this form, the Certified Supplier hereby notifies FE that it has appointed the following entity to act as its Scheduling Coordinator, effective the first day of January 2000, in accordance with Section 7 of the Supplier Tariff:
- Strategic Energy, L.L.C.
Scheduling Coordinator Name
- 3.0 The Certified Supplier further notifies the Company that it is designating the Certified Supplier identified in the preceding paragraph as its Scheduling Coordinator for the following specific purpose(s) (please check and/or fill in):
- | | |
|----------|--|
| <u>X</u> | Load Forecasting |
| <u>X</u> | Assessing Import Capability |
| <u>X</u> | Scheduling Energy Delivery |
| <u>X</u> | Assumption of Reconciliation Rights and Responsibilities |
- 4.0 FE may use the Scheduling Coordinator as the sole point of contact with the Certified Supplier in connection with FE's provision of Coordination Services to the Certified Supplier. Likewise, the Scheduling Coordinator appointed by the Certified Supplier shall be responsible for the performance of all Coordination Obligations of the Certified Supplier that are specifically delegated to said Scheduling Coordinator in this Form.
- 5.0 If the Certified Supplier delegates assumption of reconciliation rights and responsibilities to the Scheduling Coordinator, the Certified Supplier agrees that FE may bill the Scheduling Coordinator directly for all Coordination Service Charges attributable to the Certified Supplier, and that the Scheduling Coordinator will pay the Company such charges on behalf of the Certified Supplier in accordance with the terms and conditions of the Supplier Tariff.
- 6.0 The Certified Supplier and its appointed Scheduling Coordinator shall comply with all terms and conditions of the Supplier Tariff, including those pertaining to Scheduling Coordinators and to payment and billing.
- 7.0 All inquiries, communications, or notices by the Company relating to Certified Supplier's use of the Scheduling Coordinator designated above may be directed to the following representatives of the Certified Supplier or Scheduling Coordinator:

To the Certified Supplier:

Strategic Energy, L.L.C.

Two Gateway Center, 9th Floor

Pittsburgh, PA 15222

Attention: Power Coordinators

Title: _____

Telephone: 412-394-6500

Fax: 412-394-9731

Internet e-mail: powercoordinators@sel.com

Filed pursuant to Order dated July 19, 2000 in Case No. 00-813-EL-ED1 and Case No. 99-1212-EL-BTP before
The Public Utilities Commission of Ohio

Issued by H. Peter Burg, President

Effective: January 1, 2001

Cleveland Electric Illuminating Company
Cleveland, Ohio

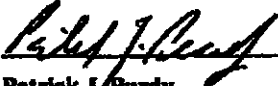
P.U.C.O. No. S-1

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Page 53 of 54

To the Scheduling Coordinator:

Strategic Energy, L.L.C.
Two Gateway Center, 9th Floor
Pittsburgh, PA 15222
Attention: Power Coordinators
Title: _____
Telephone: 412-394-6500
Fax: 412-394-9731
Internet e-mail: powercoordinators@sei.com

- 8.0 The Supplier Tariff is incorporated herein by reference and made a part hereof. All capitalized terms used, but not defined, in this designation form shall have the meaning stated in the Supplier Tariff.
- 9.0 The Certified Supplier has executed this designation form below by its duly authorized representative as follows:

Signature: 
Name: Patrick J. Purdy
Title: Chief Operating Officer
Date: December 5, 2000

- 10.0 The Certified Supplier has obtained the following Acknowledgment and Consent to this designation, which is executed below by the duly authorized representative of the Scheduling Coordinator:

Cleveland Electric Illuminating Company
Cleveland, Ohio

P.U.C.O. No. S-1

Original Sheet No. 1
Page 54 of 54

Acknowledgment and Consent

Intending to be legally bound thereby, the duly authorized representative of above designated Scheduling Coordinator has executed this document below to acknowledge and consent to its appointment as a Scheduling Coordinator, and to further state its agreement to abide by the terms and conditions of its designation set forth above in the Scheduling Coordinator Designation Form prepared by the Certified Supplier, including the terms and conditions of the Supplier Tariff, which is incorporated therein by reference.

Signature:



Name:

Patrick J. Purdy

Title:

Chief Operating Officer

Date:

December 5, 2000

Filed pursuant to Order dated July 19, 2000 in Case No. 00-813-EL-EDI and Case No. 99-1212-EL-ETP before
The Public Utilities Commission of Ohio

Issued by H. Peter Burg, President

Effective: January 1, 2001

BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO

Direct Energy Business, LLC,)	
)	
Complainant,)	
)	Case No. 17-791-EL-CSS
v.)	
)	
Ohio Edison Company and The Cleveland)	
Electric Illuminating Company,)	
)	
Respondents.)	
)	

**ANSWER OF OHIO EDISON COMPANY AND THE CLEVELAND ELECTRIC
ILLUMINATING COMPANY**

Respondents, Ohio Edison Company and The Cleveland Electric Illuminating Company (collectively, the “Companies”), for their Answer to the Complaint filed in the instant action respond as follows:

The Companies admit providing incorrect data to PJM Interconnection LLC (“PJM”) on behalf of Direct Energy Business, LLC (“Complainant”) that allowed Complainant to receive a \$5.6 million windfall related to the coordination of Complainant’s load obligation. The Companies also admit they have asked Complainant to cooperate under the Electric Generation Supplier Tariff (“Supplier Tariff”) so that Complainant may pay what it should have paid, but Complainant has refused to do so. The Companies deny any remaining allegations in the Preamble of the Complaint.

PARTIES AND JURISDICTION

1. The Companies admit that Complainant is the successor-in-interest to Strategic Energy LLC. The Companies deny the remaining allegations in paragraph 1 of the Complaint.

2. The Companies admit the allegations in paragraph 2 of the Complaint.

3. The Companies admit the allegations in paragraph 3 of the Complaint.

4. The Companies admit the Commission has personal jurisdiction over the Companies and subject matter jurisdiction over the Supplier Tariff and the Coordination Agreements. The Companies deny the remaining allegations in paragraph 4 of the Complaint.

FACTS COMMON TO ALL CLAIMS

5. As to paragraph 5 of the Complaint, the Companies hereby incorporate the preceding paragraphs as if fully restated herein.

6. The Companies admit the allegations in paragraph 6 of the Complaint.

7. The Companies admit the allegations in paragraph 7 of the Complaint.

8. The Companies admit the allegations in paragraph 8 of the Complaint.

9. The Companies admit that on or around December 18, 2015, Cindy Teamann, Manager, Regulated Settlements for FirstEnergy Service Company, notified Complainant via email of the Companies' error. The Companies admit the remaining allegations contained within paragraph 9 of the Complaint.

10. The Companies admit the allegations in paragraph 10 of the Complaint.

11. The Companies admit that as a result of the error, Complainant was not charged \$5.6 million for the load of affected customers despite being credited with millions in revenues from those customers. The Companies further admit that the cost of energy and capacity that should have been charged to Complainant was not; instead, those costs were charged to the affected customers' previous supplier. Further answering, the Companies admit that Ms. Teamann's email maintained the confidentiality of the identity of the previous supplier. The Companies deny the remaining allegations in paragraph 11 of the Complaint.

12. The Companies admit that Ms. Teamann requested via a December 31, 2015 email that Complainant agree to refund \$5.3 million related to one of Complainant's retail customers for which the Companies had provided Complainant with detailed data showing energy and capacity adjustments on an hourly basis. The Companies deny the remaining allegations in paragraph 12 of the Complaint.

13. The Companies admit that Complainant told Edward Stein, Manager, Regulated Settlements for FirstEnergy Service Company, over the telephone that Complainant wanted to communicate directly with the prior supplier. Further answering, the Companies admit they maintained the confidentiality of the prior supplier. Moreover, the Companies state that disclosing the name of the prior supplier was unnecessary to resolve Complainant's \$5.6 million resettlement with PJM. The Companies deny the remaining allegations in paragraph 13 of the Complaint.

14. The Companies state that Mr. Stein discussed remedies under the Supplier Tariff with Complainant, and otherwise deny the allegations in paragraph 14 of the Complaint.

15. The Companies admit that Complainant asked via e-mail for the specific sections of the Supplier Tariff and Supplier Agreement Mr. Stein referenced during the February 13 call. The Companies deny the remaining allegations in paragraph 15 of the Complaint.

16. The Companies admit that, on February 16, 2017, Mr. Stein provided Complainant with hyperlinks via email to the Supplier Tariff and Agreements. Further answering, Mr. Stein explained to Complainant via e-mail that "Direct has enjoyed the benefits of over \$5.6 million retail revenue (based on the wholesale expense determination) with no actual expense associated/coordinated with delivery of wholesale market products/services – an

outcome to which it was never entitled in the first place under state tariffs and agreements.” The Companies deny the remaining allegations in paragraph 16 of the Complaint.

17. The Companies admit the allegations in paragraph 17 of the Complaint.

18. The Companies deny the allegations in paragraph 18 of the Complaint because Complainant has failed to cooperate by refusing to provide accurate data to PJM as a way to avoid returning the \$5.6 million it owes.

19. The Companies admit the allegations in paragraph 19 of the Complaint. The Companies have not served written notice of an Event of Breach on Complainant because the Companies anticipated that Complainant, like many other suppliers affected by this issue, would cooperate in reaching a reasonable resolution instead of choosing to litigate to maintain its \$5.6 million windfall.

20. The Companies admit the allegations in paragraph 20 of the Complaint.

21. The Companies state that paragraph 21 of the Complaint contains legal conclusions to which no response is required and otherwise deny the allegations contained within paragraph 21 of the Complaint.

22. The Companies admit the allegations in paragraph 22 of the Complaint.

23. The Companies have advised Complainant that drawing on Complainant’s letter of credit is an option if Complainant does not settle its \$5.6 million windfall. The Companies deny the remaining allegations in paragraph 23 of the Complaint.

COUNT I: VIOLATIONS OF THE SUPPLIER TARIFF

24. As to paragraph 24 of the Complaint, the Companies hereby incorporate the preceding paragraphs as if fully restated herein.

25. The Companies deny the allegations in paragraph 25 of the Complaint.

26. The Companies state that Section XII.C. of the Supplier Tariff speaks for itself. The Companies deny the remaining allegations in paragraph 26 of the Complaint and further state that Complainant's obligation is to cooperate in the provision of coordination services so that Complainant resettles with PJM for its actual retail load obligation.

27. The Companies state that Section XV.A. of the Supplier Tariff speaks for itself. The Companies deny the remaining allegations in paragraph 27 of the Complaint.

28. The Companies deny the allegations in paragraph 28 of the Complaint that Complainant has been damaged at all; to the contrary, Complainant has unjustly enriched itself by refusing to resettle with PJM the \$5.6 million it owes.

COUNT II: VIOLATION OF THE AGREEMENTS

29. As to paragraph 29 of the Complaint, the Companies hereby incorporate the preceding paragraphs as if fully restated herein.

30. The Companies admit the allegations in paragraph 30 of the Complaint.

31. The Companies deny the allegations in paragraph 31 of the Complaint.

32. The Companies deny the allegations in paragraph 32 of the Complaint.

COUNT III: STATUTORY VIOLATIONS

33. As to paragraph 33 of the Complaint, the Companies hereby incorporate the preceding paragraphs as if fully restated herein.

34. The Companies deny the allegations in paragraph 34 of the Complaint.

35. The Companies deny the allegations in paragraph 35 of the Complaint.

36. The Companies deny the allegations in paragraph 36 of the Complaint.

37. The Companies deny the allegations in paragraph 37 of the Complaint.

38. The Companies deny the allegations in paragraph 38 of the Complaint.

39. The Request for Relief should not contain factual allegations that form the basis of the Complaint. As such, no response is required. However, to the extent Complainant's Request for Relief may be interpreted as doing so, the Companies re-allege and incorporate by reference, as if fully rewritten herein, their responses to paragraphs 1 through 38.

AFFIRMATIVE DEFENSES

1. Complainant has failed to set forth reasonable grounds for complaint upon which relief may be granted. The Companies provided incorrect data to PJM on behalf of Complainant that allowed Complainant to avoid paying approximately \$5.6 million that Complainant should have paid for its customers' load. As soon as the Companies identified the data reporting issue, the Companies promptly addressed and rectified it. Although there is no dispute that Complainant would have paid \$5.6 million for its load obligations if the correct data had been provided, Complainant continues to obstruct the Companies' efforts to correct the settlement with PJM. As a result, Complainant has breached its duty to cooperate under Section III.C. of the Supplier Tariff, which requires suppliers like Complainant to pay for their customers' load. The Companies' mistake affected some eleven suppliers, and most of the suppliers who received a windfall cooperated with the Companies to make the proper settlements with PJM. Complainant has incurred no damages but, to the contrary, has been unjustly enriched in the amount of \$5,602,981.39. Because Complainant has failed to cooperate as required by the Companies' Supplier Tariffs and Supplier Agreements, the Commission should find that Complainant has not stated reasonable grounds for complaint.

2. The Companies have breached no legal duty or contractual obligation owed to Complainant.

3. The Complaint is barred by the doctrine of equitable estoppel.

4. The Complaint is barred by the doctrine of unclean hands.

5. The Companies have acted at all times in accordance with the terms of the Agreements and Supplier Tariff, as well as all rules, regulations and Orders as promulgated and issued by the PUCO, the laws existing in the State of Ohio, and accepted standards and practices in the electric industry.

6. Complainant should agree to resettlement of \$5.6 million with PJM, or it should be ordered to cooperate in resettlement given that Complainant has pre-filed the testimony of Theresa L. Ringenbach in PUCO Case No. 14-1277-EL-CSS (dated April 14, 2015) stating that any CRES provider in Complainant's position vis-à-vis PJM should consent to resettlement or be ordered by the Commission to consent to resettlement under the supplier tariff. In PUCO Case No. 14-1277-EL-CSS, Complainant was in the position of the Harmed Supplier – it had been overbilled by PJM because the electric distribution utility had provided incorrect data to PJM. Not all of the suppliers that received credits agreed to resettlement to make Complainant whole. Thus, Ms. Ringenbach submitted testimony on behalf of Complainant explaining how Complainant wanted the Commission to solve the problem, including the following:

- When a problem or error arises as it relates to what PJM billed or collected from the LSEs, a process called resettlement is available to correct those problems or errors. Ringenbach Test. p. 7.
- Outside of a 60-day window following the month of delivery, the Resettlement C process is available for resettlements by the utility. *Id.*
- The Commission should mandate that each supplier (CRES provider or their designated Transmission Scheduling Agent or "TSA") affected by the

resettlement that is regulated by the Commission affirmatively consent in writing to the resettlement or risk consequences in its licensing docket before the Commission. *Id.*, pp. 8-9.

As there is no dispute that Complainant is regulated by the Commission as a CRES provider, the Commission should fulfill Ms. Ringenbach's request and order Complainant to take all steps necessary under the Supplier Tariff to settle the \$5.6 million it owes.

7. The Companies reserve the right to raise additional affirmative defenses or to withdraw any of the foregoing affirmative defenses as may become necessary during the investigation and discovery of this matter.

WHEREFORE, having fully answered the Complaint, the Companies respectfully request that the instant action be dismissed, and that they be granted any other relief that this Commission may deem just and reasonable.

Respectfully Submitted,

/s/ James F. Lang

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CERTIFICATE OF SERVICE

I certify that the foregoing Answer was filed electronically through the Docketing Information System of the Public Utilities Commission of Ohio on this 10th day of April, 2017. The PUCO's e-filing system will electronically serve notice of the filing of this document on counsel for all parties.

/s/ Mark T. Keaney

One of the Attorneys for Ohio Edison
Company and The Cleveland Electric
Illuminating Company