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April 11, 2012

Ms. Barcy McNeal
Public Utilities Commission of Ohio
Administration/Docketing
180 East Broad Street, 11th Floor
Columbus, OH 43215-3793

RE: Case No. 10-2929-EL-UNC


Dear Ms. McNeal:

This letter is to submit the following in the above-captioned case, in support of The Ohio Manufacturers' Association's Motion for Protective Order to Prevent Public Disclosure filed today:

1. Attachment A – Affidavit of Kevin R. Schmidt; and
2. Attachment B - Discovery

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,



Lisa G. McAlister
On behalf of the Ohio Manufacturers' Assn

Enclosures

cc: Parties of Record

Attachment A – Affidavit of Kevin Schmidt

AFFIDAVIT
OF
KEVIN R. SCHMIDT
IN SUPPORT OF
MOTION FOR PROTECTIVE ORDER TO PREVENT PUBLIC DISCLOSURE

STATE OF OHIO)
) ss:
COUNTY OF FRANKLIN)

Kevin R. Schmidt, being first duly sworn on oath, deposes and states as follows in support of the Motion to Protective Order (“Motion”) of the Ohio Manufacturers’ Association (“OMA”).

1. Position of Affiant:

I am employed by OMA as its Director of Energy Services. I am familiar with the operations of the OMA and with the internal procedures and security concerning the protection of confidential information and agreements (together, “Agreements”) that are the subject of the Motion. I have knowledge of the matters set forth below. My position as Director of Energy Services includes the authority of OMA to support OMA’s Motion.

2. Description of Specific Information for Which Confidential Status Was Requested:

OMA is requesting that the Commission grant protective treatment to avoid public disclosure of and being placed in the public record confidential Agreements between OMA and certain OMA members who have executed Agreements and their respective competitive retail electric service (“CRES”) providers. These Agreements have already been disclosed to the Ohio Power Company (“OP”) pursuant to a

protective agreement executed between OP and OMA on April 10, 2012. The OMA now seeks to prevent any public disclosure of OMA's and its affected members' trade secret, proprietary information and seeks to prevent sharing the information with any party who has not signed a non-disclosure agreement.

Facts Supporting Confidential Treatment:

The agreements for which the OMA seeks protection are those that OMA and certain of its members ("Affected Members") negotiated in private with CRES providers and agreed to keep confidential ("Agreements"). Further, the information for which the OMA seeks protection includes customer-specific usage and pricing information that is not public knowledge and is proprietary ("Information"). As I use the term "confidential" I mean that the Agreements and Information has been shared only with those persons in OMA's organization and in the respective Affected Members' organizations who have a need to know as well OMA's counsel. Even other OMA members have not been given access to the Agreements or Information.

Under no circumstance do OMA or the Affected Members make their CRES agreements available outside OMA or even to another OMA member. The information has never been made public. OMA and the affected OMA members consider the Agreements and Information highly confidential, proprietary, and/or competitively sensitive. Knowledge of, and access to, the Agreements themselves and the Information has been limited to me and certain select OMA employees. The e-mail materials are kept secure on my password protected computer.

The public disclosure of the information would allow non-OMA members to obtain such information for use to their competitive advantage and to the detriment of

OMA and the Affected Members. Further, the Agreements and Information also constitute trade secrets under Ohio law and accordingly are protected from public disclosure pursuant to the Uniform Trade Secrets Act, Ohio Revised Code ("R.C.") Sections 1333.61-.62 and by reference, R.C. Sections 4901.12 and 4905.07.

3. The Value of the Information:

The information contained in the Agreements is extremely valuable to OMA and the Affected Members. It provides them with the means to conduct their operations on a more economic basis. OMA and its Affected Members do not wish their competitors to have access to the Agreements and Information (and secure both accordingly) because the OMA and the Affected Members have expended significant funds and valuable personnel time to negotiate these Agreements and manage the Information. The Agreements and Information are extremely valuable to OMA and Affected Members and if made public would provide others with access to this information contained in the Agreements and about the Affected Members' operations at no cost (rather than expending the significant funds, time and expertise to arrive at the arrangements negotiated in the Agreements and operational efficiencies reflected in the Information) and negate the value of these Agreements and Information to OMA and its Affected Members.


4. Number of People Who Have Knowledge of the Information:

The information contained in the Agreements and the operational information for which OMA and its Affected Members are seeking confidential treatment is known only by a very limited number of employees of OMA and its Affected Members who were engaged in the negotiation of the Agreements or those who have a need to know the

contents of the Agreements in order to verify that the terms of the Agreements have been met. OMA and its Affected Members maintain internal practices to prevent disclosure of the Information, the information contained in the Agreements, and the Agreements themselves to third parties. This information is not available to the public and is not known outside OMA and the Affected Members and their personnel who have a need to know.

The information contained in Agreements has not been publicly disclosed to any government agency or other third party other than as the subject of a confidentiality agreement made necessary by the Commission proceedings listed in the caption of the cases for which this affidavit has been executed. Therefore, disclosure of these Agreements without confidential treatment would result in the public disclosure of such information for the first time and would cause irreparable damage to the efforts of OMA and its Affected Members to safeguard the Agreements and Information.

For these reasons, the OMA and its Affected Members respectfully request confidential treatment of the Agreements.



Kevin R. Schmidt
Director of Energy Services,
The Ohio Manufacturers' Association

Subscribed and sworn to before me
this 10th day of April, 2012.



Notary Public

My Commission Expires July 31, 2013



CHRISTY L. COOK
Notary Public, State of Ohio
My Commission Expires July 31, 2013

REQUEST FOR PRODUCTION OF DOCUMENTS

1. Produce a copy of each document you identified, consulted, referred to, or utilized in preparing your responses to Interrogatories 1-5.
2. Please produce copies of OMAEG's responses to all data requests or discovery requests that any other party submits to OMAEG.
3. For each witness identified in response to Interrogatory No. 3, please produce copies of all workpapers and other backup documentation supporting that witnesses' testimony. Each workpaper should be identified in a manner that links it to the particular witness's testimony that it supports and to the particular issue addressed by, or to the specific schedule/exhibit attached to, that witness' testimony. Please produce the workpapers by no later than the time the testimony is filed.
4. Please produce copies of any:
 - a) Requests for proposals that you issue or have issued for the retention of any consultants for this proceeding.
 - b) Contracts that you enter or have entered into with any such consultant(s).
5. Please produce copies of all non-privileged documents in OMAEG's possession, including any documents created or possessed by any employee, agent, or representative of OMAEG, regarding AEP Ohio's Capacity Charge proceeding.

It is not necessary to produce copies of any documents responsive to this request that OMAEG has filed at the PUCO. With regard to documents responsive to this request that are withheld because of a claim that they contain privileged communications, please identify each such

INTERROGATORIES

6. Please describe the analysis used to determine that, for the Belden Brick Company, LLC, “the difference between the market prices for capacity and AEP-Ohio’s proposed \$355/MW-day [capacity charge] is approximately \$896,270 over the next three years.”

RESPONSE:

7. Please describe the analysis used to determine that, for OSCO Industries, Inc., “the difference between the market prices for capacity and AEP-Ohio’s proposed \$355/MW-day [capacity charge] is approximately \$2,572,000 over the next three years.”

RESPONSE:

8. Please describe the analysis used to determine that, for AMG Vanadium Inc., “the difference between the market prices for capacity and AEP-Ohio’s proposed \$355/MW-day [capacity charge] is approximately \$2,343,405 over the next three years.”

RESPONSE:

9. Please describe the analysis used to determine that, for Whirlpool Corporation, “the difference between the market prices for capacity and AEP-Ohio’s proposed \$355/MW-day [capacity charge] is approximately \$3.4 million over the next three years.”

RESPONSE:

10. Please describe the analysis used to determine that, for Lima Refining Company, “the difference between the market prices for capacity and AEP-Ohio’s proposed \$355/MW-day [capacity charge] is approximately \$ 51,700,000 over the next three years.”

RESPONSE:

11. Please state the baseline capacity charge that applies to each of the following witness's electric service contracts:

- a. The Belden Brick Company, LLC
- b. OSCO Industries, Inc.
- c. AMG Vanadium Inc.
- d. Whirlpool Corporation
- e. Lima Refining Company

RESPONSE:

12. Please identify the competitive retail electric service provider that presently provides electric service to the following witnesses:

- a. The Belden Brick Company, LLC
- b. OSCO Industries, Inc.
- c. AMG Vanadium Inc.
- d. Whirlpool Corporation
- e. Lima Refining Company

RESPONSE:

REQUEST FOR PRODUCTION OF DOCUMENTS

6. Please produce copies of each of the following witnesses' contracts for electric service:
- a. The Belden Brick Company, LLC
 - b. OSCO Industries, Inc.
 - c. AMG Vanadium Inc.
 - d. Whirlpool Corporation
 - e. Lima Refining Company
7. Please produce all workpapers, tables, spreadsheets, and other backup documentation, including electronic files with formulae intact and active, used to conduct the analysis referred to in Interrogatory Nos. 6-10.

By: /s/ Matthew J. Satterwhite
(by CMM per auth.)

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Counsel for Ohio Power Company

INTERROGATORIES

3-1. Does the \$896,270 figure set forth on page 3 of OMA witness Belden's direct testimony assume that a CRES provider that provided generation service to the Belden Brick Company, LLC during the time period set forth in Belden's testimony would pass through 100% of the delta between \$355/MW-Day and RPM prices?

RESPONSE:

3-2. If you answered the previous interrogatory affirmatively, please explain the basis for such an assumption.

RESPONSE:

3-7. Does the \$2,572,000 figure set forth on page 3 of OMA witness Burke's direct testimony assume that a CRES provider that provided generation service to OSCO Industries, Inc. during the time period set forth in Burke's testimony would pass through 100% of the delta between \$355/MW-Day and RPM prices?

RESPONSE:

3-8. If you answered the previous interrogatory affirmatively, please explain the basis for such an assumption.

RESPONSE:

3-9. Does the \$51,700,000 figure set forth on page 3 of OMA witness Walters's direct testimony assume that a CRES provider that provided generation service to the Lima Refining Company during the time period set forth in Walters's testimony would pass through 100% of the delta between \$355/MW-Day and RPM prices?

RESPONSE:

3-10. If you answered the previous interrogatory affirmatively, please explain the basis for such an assumption.

RESPONSE:

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

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in

Case No(s). 10-2929-EL-UNC

Summary: Letter of Notification in Support of The Ohio Manufacturers' Association's Motion for Protective Order to Prevent Public Disclosure electronically filed by Ms. Andrea P Govan on behalf of Ohio Manufacturers' Association and McAlister, Lisa G. Mrs.