BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application for Establishment of a Reasonable Arrangement Between ASHTA Chemicals Inc. and The Cleveland Electric Illuminating Company	)))))	Case No. 12-1494-EL-AEC

JOINT
STIPULATION AND RECOMMENDATION

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ON BEHALF OF THE OHIO ENERGY GROUP

September 13, 2013

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application for Establishment of a Reasonable Arrangement Between ASHTA Chemicals Inc. and The Cleveland Electric Illuminating Company	)))))	Case No. 12-1494-EL-AEC

INDEX

		Page No.
I.	BACKGROUND	1
II.	INTRODUCTION	3
III.	PARTIES	4
IV.	RECITALS	4
	A. Economic Retention/Development Commitments	5
	B. Recommended Term of the Reasonable Arrangement	6
	C. Distribution Service	7
	D. Energy Efficiency (“EE”)/Peak Demand Reduction (“PDR”)	8
	E. Reporting	12
	F. Other Terms and Conditions	13
APPENDIX A		
CERTIFICATE OF SERVICE		

BEFORE
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JOINT STIPULATION AND RECOMMENDATION

I. BACKGROUND

For purposes of resolving any contested issues that may have been raised in this proceeding, the undersigned Parties stipulate and agree that the following statements are, based on information and belief, true and correct.

On May 7, 2012, ASHTA Chemicals Inc. ("ASHTA"), a mercantile customer as defined by Section 4928.01, Revised Code, and a producer and marketer of chlorine and potassium-based inorganic chemicals, properly filed an application ("Application") seeking approval of a reasonable arrangement between The Cleveland Electric Illuminating Company ("CEI") and ASHTA. The Application was properly filed pursuant to Section 4905.31, Revised Code.

On June 28, 2012, CEI and the Staff of the Public Utilities Commission of Ohio ("Commission" or "PUCO") filed comments regarding ASHTA's Application.

On August 20, 2012, and in response to an Entry issued in this proceeding on August 1, 2012, ASHTA filed prepared testimony containing proposed modifications to the May 7, 2012 Application. The proposed modifications were submitted by ASHTA to

address questions raised by the comments filed by other parties. On November 5, 2012, the motions to intervene filed by CEI and the Ohio Energy Group ("OEG") were granted.

During the course of this proceeding, OEG and the Commission's Staff have conducted discovery and ASHTA has provided timely responses to all formal and informal discovery requests.

During the course of this proceeding, the Commission has received numerous letters from individuals and public officials which expressed support for approval of a reasonable arrangement for ASHTA.

Since the filing of ASHTA's Application on May 7, 2012, the Parties have engaged in good faith and lengthy discussions to address and resolve any issues and exchange information related to ASHTA's Application as modified by ASHTA's testimony filed on August 20, 2012.

ASHTA represents that its current manufacturing facilities and its corporate offices are located in or around Ashtabula, Ohio. ASHTA currently employs [redacted]. ASHTA's Ashtabula plant produces products that are sold directly to customers throughout the United States and Canada or sold through distributors to a wide variety of customers and end users.

ASHTA's manufacturing facilities are located within the certified service area of CEI, an electric distribution utility ("EDU") as defined by Section 4928.01, Revised

Code. ASHTA receives electric distribution service from CEI at transmission voltage 138 kV.

ASHTA's manufacturing process is very electricity intensive. The delivered cost of electricity is a significant percentage of ASHTA's total production cost and represents [redacted].

ASHTA has been and is evaluating a major capital expenditure to significantly change the manufacturing process at its Ashtabula, Ohio location. The change could expand the range and quantity of products produced and sold by ASHTA. ASHTA has asserted that a successful transformation of the current manufacturing process is probable if ASHTA can secure a reliable supply of electricity at a total delivered price to justify proceeding with the capital investment. ASHTA believes that this capital investment will position ASHTA's Ohio manufacturing facility to be viable for many years, allow for substantial operational and environmental performance improvements, sustain current employment and likely expand ASHTA's direct employment. In addition, ASHTA believes that numerous jobs related to design, engineering and construction will be created during the [redacted] transformation project cycle.

II. INTRODUCTION

Rule 4901-1-30, Ohio Administrative Code ("O.A.C."), provides that any two or more parties to a proceeding may enter into a written stipulation covering the issues presented in such a proceeding. The purpose of this document is to set forth the understanding and agreement of the parties who have signed below and to recommend that the Commission approve and adopt this Joint Stipulation and Recommendation

("Stipulation") as part of its Opinion and Order in this proceeding, resolving all of the contested issues that have been or could have been raised in this proceeding.

This Stipulation is supported by adequate data and information; represents a just and reasonable resolution of issues in this proceeding; violates no regulatory principle or precedent; and is the product of lengthy, serious bargaining among knowledgeable and capable parties in a cooperative process and undertaken by parties representing a wide range of interests to resolve the aforementioned issues. This Stipulation represents an accommodation of the diverse interests represented by the Parties, and it is entitled to careful consideration by the Commission. For purposes of resolving the issues raised by this proceeding, the undersigned Parties further stipulate, agree and recommend as set forth below.

III. PARTIES

This Stipulation is entered into by the Commission's Staff, ASHTA, and OEG (hereinafter "Parties").

IV. RECITALS

Section 4905.31, Revised Code, permits the Commission to approve and authorize a reasonable schedule or arrangement between a mercantile customer and an EDU or a public utility electric light company upon application by a mercantile customer. ASHTA filed such an application with the Commission in this docket requesting that the Commission authorize and approve a schedule or arrangement that will, among other things: (1) facilitate ASHTA's ability to compete in the global economy; (2) facilitate ASHTA obtaining the management and ownership approvals required to invest the capital that must be invested to transform its current

manufacturing process; (3) address certain environmental concerns; and (4) reduce the electrical energy intensity of ASHTA's manufacturing process..

In view of the foregoing, the Parties agree and recommend that the Commission approve this Stipulation, the components of which are all set forth below:

A. Economic Retention/Development Commitments

Subject to approval of the reasonable arrangement recommended herein and subject to such final approvals as ASHTA may need or require, ASHTA shall:

1. Prior to the effective date of the reasonable arrangement attached hereto (Appendix A), ASHTA shall invest at least [redacted] at its existing manufacturing facility in or near Ashtabula, Ohio to replace its existing mercury-cell-based manufacturing process. In the event that ASHTA does not do so, the Parties recommend that such reasonable arrangement shall be null and void.

2. Subject to the execution of an acceptable protective agreement or other procedures acceptable to ASHTA, ASHTA shall, following the Commission's approval of the reasonable arrangement recommended herein and at six-month intervals during the

construction phase, provide or make available written reports[1] to the Commission Staff and CEI regarding the progress of ASHTA's construction and transformation of its manufacturing process.

3. During the term of the reasonable arrangement, ASHTA shall retain [redacted] and make a good faith effort to hire an additional five (5) full-time or full-time equivalent employees upon commercial operation of the new manufacturing process in order to obtain the financial benefits of this Stipulation. If ASHTA fails to maintain this level of employment, the terms of this agreement are no longer in effect and ASHTA shall pay for its electric service pursuant to applicable tariffs.

B. Recommended Term of the Reasonable Arrangement

The Parties recommend that the Commission authorize a reasonable arrangement with a term of five (5) years, which shall run from the date that ASHTA provides written notification to CEI and the Commission Staff that its new manufacturing process has begun commercial operation.

[1] The reports shall identify construction expenditures, number of construction employees and the pace of the construction effort relative to the transformation plan. The reports shall also identify developments that may substantially alter the timing of the completion of the transformation. ASHTA shall make such reports available to the Commission Staff and Staff consultants provided that any and all information in such reports shall be deemed information acquired by the Staff and Staff consultants acting as agent for the Commission and shall not, in accordance with Section 4901.16, Revised Code, be divulged or otherwise made available to the public. The Parties recommend that the Commission find that this limitation on disclosure of information provided by ASHTA in such reports is adopted with the approval of the reasonable arrangement recommended herein without further need for ASHTA or any other party to seek approval of such limitation.

Under no circumstances shall this contract go beyond–eight (8) years following Commission approval of the stipulation.

C. Distribution Service

For the purposes identified herein, the Parties recommend that the Commission authorize a reasonable arrangement for ASHTA that, during its term, provides ASHTA with certainty regarding the distribution-related rates and charges that may be billed to and collected from ASHTA by CEI. More specifically, the Parties recommend that the Commission approve a reasonable arrangement that requires, irrespective of what may be provided by the otherwise applicable rate schedule, CEI to bill ASHTA monthly distribution-related charges in accordance with the following schedule.

CEI shall first compute what ASHTA's distribution-related bill would be under the otherwise applicable rate schedule provided that such computation shall exclude the cost recovery mechanism associated with the requirements of Section 4928.66, Revised Code, which is presently known as the Demand Side Management and Energy Efficiency Rider ("Rider DSE2") and shall also exclude the State kWh Tax Rider ("Rider SKT"). If the actual amount of such computed distribution-related bill is less than [redacted] per kVa of monthly billing demand, ASHTA shall be billed the lesser actual amount. If the amount of such computed distribution-related bill is greater than [redacted] per kVa of monthly billing demand, then ASHTA shall be billed [redacted] per

kVa of monthly billing demand provided that this limitation on the amount that CEI may bill ASHTA in any one billing month for distribution-related charges shall not exceed $25,000 and CEI shall be entitled to recover, through its Delta Revenue Recovery Rider ("Rider DRR") or successor rider, one hundred percent (100%) of any delta revenue that may arise from this limitation on the amount that CEI may bill ASHTA for distribution-related charges.

D. Energy Efficiency ("EE")/Peak Demand Reduction ("PDR")

In recognition of ASHTA's existing customer-sited PDR capabilities described in the direct testimony of Richard L. Jackson which was filed on August 20, 2012, and prior to the effective date of the term of the reasonable arrangement recommended herein, the Parties recommend that the Commission provide ASHTA with an immediate exemption from CEI's Rider DSE2 and successors provided that ASHTA commits such capabilities to CEI for the term of the exemption. The Parties further recommend that such exemption be effective with the first billing month subsequent to the Commission's approval of the exemption and extend for a period of thirty-six (36) billing months thereafter unless terminated sooner through the process described below. Furthermore, if commercial operations have not commenced in thirty-six (36) months, the DSE2 rider exemption shall be suspended until commercial operation commences. Additionally, the Parties recommend that the Commission find that CEI shall be permitted to count ASHTA's PDR capabilities both prior to the

commencement of the term of the recommended reasonable arrangement and once such term commences, whether such capabilities arise from ASHTA's active load management or are bid into the PJM Interconnection, L.L.C.'s ("PJM") organized market as a capacity resource and for purposes of measuring compliance with the obligations contained in Section 4928.66, Revised Code, irrespective of the status of ASHTA's exemption from Rider DSE2 or successors.[2]

For the purpose of measuring CEI's compliance with the PDR requirements of Section 4928.66, Revised Code, the Parties recommend that the Commission find that CEI shall be permitted to count the annualized positive difference between ASHTA's PJM-related peak load contribution ("PLC") factor for the June 1, 2012 through May 31, 2013 delivery year of [redacted] MW and ASHTA's PJM-related PLC factor established for subsequent delivery years reduced by any "add-back" quantity.[3]

The Parties recommend that the Commission find that the duration of the immediate exemption from Rider DSE2 recommended herein shall depend upon ASHTA's compliance with the reporting requirements specified herein and ASHTA's submission of reports that document

[2] The recommended compliance counting contained herein is designed to facilitate CEI's compliance with the obligations in Section 4928.66, Revised Code, and to reduce the total cost of compliance otherwise recoverable by CEI through Rider DSE2 and successors.

[3] ASHTA's PDR customer-sited capability which CEI shall be permitted to count for compliance purposes shall equal ASHTA's 2012/2013 PLC minus subsequent delivery year PLC minus any "add-back" quantity.

adequate progress towards ASHTA's manufacturing process transformation. The Parties understand and agree that the Commission shall retain supervisory and regulatory authority over the immediate exemption and the reasonable arrangement recommended herein[4] and that the Commission may, for good cause shown by the Staff, for example, modify or terminate the immediate exemption recommended herein.

In recognition of the electrical energy intensity reduction potential of ASHTA's new manufacturing process as described in the prefiled testimony of Richard L. Jackson, and commencing with the effective date of the term of the recommended reasonable arrangement recommended herein, the Parties recommend that the Commission find that ASHTA shall continue to be exempt from Rider DSE2 and successors provided that such electrical energy intensity reduction potential is verified in accordance with the following process. The Parties recommend that the Commission find that the electrical energy intensity reduction verification process shall rely on the "as-found" method of measurement.[5] The Parties further recommend that this process permit the Staff to verify that

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[4] The Parties' understanding and agreement with regard to the Commission's ongoing supervision and regulation of the reasonable arrangement recommended herein extends to the entire recommended reasonable arrangement and not just to the immediate exemption from Rider DSE2.

[5] Under the "as-found" measurement method and more specifically, this recommendation will cause the electric energy savings and PDR capabilities associated with the new manufacturing process to be identified relative to the electrical energy intensity of the current and to-be-displaced manufacturing process. The baseline electrical energy intensity of the current manufacturing process shall be defined as the average kilowatt-hour(s) consumed per unit of equivalent chlorine unit for the three years preceding commercial operation of the new manufacturing process.

such warranted performance reasonably identifies the electrical energy intensity reduction and customer-sited capabilities associated with the new manufacturing process and that the Staff shall complete such verification as soon as reasonably possible during the thirty-six (36) month period of the immediate exemption from Rider DSE2 recommended herein. For the purpose of measuring CEI's compliance with the EE requirements of Section 4928.66, Revised Code, and subject to such verification process as may apply, the Parties recommend that the Commission find that CEI shall be permitted to count the annualized positive kWh difference in energy intensity of the existing manufacturing process as compared to the energy intensity of the new manufacturing process. The energy intensity of the current and new manufacturing process shall be defined as the average kWh consumed per ton of equivalent chlorine unit output. Any such positive difference shall be multiplied times the new manufacturing process units of production and then annualized to determine the EE savings that CEI shall be permitted to count for purposes of compliance with Section 4928.66, Revised Code.

Additionally, the Parties recommend that the Commission find that upon such verification by the Staff, and or Staff consultants, subject to the same

confidentiality requirements as Staff[6], and ASHTA's written request filed in this proceeding, the Commission shall confirm that:

1. ASHTA's exemption from Rider DSE2 and successors shall continue beyond the thirty-six (36) month period of the immediate exemption, provided that the facility is commercially operational and Staff verifies the energy savings.

2. CEI shall be permitted to fully count all electrical energy intensity reductions associated with ASHTA's new manufacturing process for purposes of measuring compliance with the requirements in Section 4928.66, Revised Code.

E. Reporting

For purposes of ASHTA's satisfaction of the reporting requirements described herein, the Parties recommend that the Commission find that such reporting requirements shall consist of the following:

1. Semi-annual employment reports during the term of the immediate exemption from Rider DSE2 and successors and the term of the reasonable arrangement;

[6] Any and all information shall be deemed information acquired by the Staff and Staff consultants acting as agent for the Commission and shall not, in accordance with Section 4901.16, Revised Code, be divulged or otherwise made available to the public.

2. Semi-annual reports regarding progress of the construction of the new manufacturing process, including the amount of expenditures, during the term of the immediate exemption from Rider DSE2; and

3. Such other information as the Staff may request for the purposes of monitoring compliance during the term of the immediate exemption from Rider DSE2 and successors and the term of the reasonable arrangement.

Upon request, and subject to the provisions herein that guard against public disclosure of any information ASHTA may provide pursuant to the reporting requirements recommended herein, ASHTA shall make such reports available to the Commission Staff or Staff consultants and permit on-site facility inspections by Commission Staff or Staff consultants. The Parties recommend that the Commission find that ASHTA's periodic reports shall not be filed with the Commission unless otherwise directed by the Commission.

F. Other Terms and Conditions

1. Form of Reasonable Arrangement

The Parties recommend that the Commission find that following the approval recommended herein, ASHTA and CEI shall enter into and file a reasonable arrangement in a form substantially similar to that contained in Appendix A attached hereto.

2. Application, Comments and Testimony

For the limited purposes of the Commission's evaluation of the Stipulation contained herein, the Parties agree that the Application, the comments filed by CEI and the Commission's Staff, and ASHTA's prefiled testimony may, to the extent necessary, be admitted into the record and that, if so admitted for such purposes, each Party waives any right to conduct cross examination

3. Complete Resolution

All of the related issues and concerns raised by the Parties have been addressed in the substantive provisions of this Stipulation and reflect, as a result of such discussions and compromises by the Parties, an overall reasonable resolution of all such issues.

4. Settlement Limited to This Case

This Stipulation is the product of the discussions and negotiations of the Parties, and is not intended to reflect the procedural or substantive views or proposals which any individual party may have advanced acting unilaterally. Accordingly, this Stipulation represents an accommodation of the diverse interests represented by the Parties, and is entitled to careful consideration by the Commission. This Stipulation is submitted for purposes of this proceeding only, is not deemed binding in any other proceeding and shall not be offered or relied upon in any other proceedings, except as necessary to enforce the terms of this Stipulation. The

agreement of the Parties reflected in this document is expressly conditioned upon its acceptance in its entirety and without alteration by the Commission. Any party to this Stipulation has the right to withdraw and terminate the Stipulation if the Commission, or any court of competent jurisdiction, rejects all or any part of the Stipulation or otherwise modifies its terms or provisions. The Parties agree that if the Commission or any court of competent jurisdiction rejects all or any material part of this Stipulation, or otherwise materially modifies its terms, any adversely affected party shall have the right to file an application for rehearing or a motion for reconsideration. If such application or motion is filed, and if the Commission or court does not, on rehearing or reconsideration, accept the Stipulation without material modification, the adversely affected party may terminate its party status without penalty or cost by filing a notice with the Commission within ten (10) days of such Order. If the Commission modifies and accepts or rejects this Stipulation and upon ASHTA's election made in ASHTA's sole discretion, ASHTA may withdraw its Application without prejudice and upon such withdrawal, any commitments offered by ASHTA herein shall be null and void.

This Stipulation has been signed as of this 13th day of September, 2013. The Parties respectfully request that the Commission issue its Opinion and Order in accordance with the terms of this Stipulation.

On Behalf of ASHTA Chemicals Inc.:

/s/ Scott E. Elisar

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On Behalf of the Staff of the Public Utilities Commission of Ohio:

/s/ Thomas W. McNamee/per auth 9/13/13

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/s/ David F. Boehm/per auth 9/13/13

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APPENDIX A

REASONABLE ARRANGEMENT FOR ELECTRIC DISTRIBUTION SERVICE

THIS REASONABLE ARRANGEMENT ("Arrangement") is entered into on this __ day of _____, 2013, by and between The Cleveland Electric Illuminating Company, its successors and assigns ("Company"), and ASHTA Chemicals Inc., its permitted successors and assigns ("Customer"), (referred together as the "Parties") and is effective as set forth below ("Effective Date").

WITNESSETH

WHEREAS, the Company currently provides electric distribution service to the Customer at certain of its facilities; and

WHEREAS, Customer is evaluating a major capital expenditure to significantly change the manufacturing process at its Ashtabula, Ohio location, which includes as a significant factor and a prerequisite for a successful expansion, the securing of a reliable supply of distribution electricity under terms and conditions that provide it with a reasonable and predictable price over a term sufficient to justify a significant capital expenditure; and

WHEREAS, in order to obtain such a supply of electricity, Customer submitted to the Public Utilities Commission of Ohio ("Commission") an application for a reasonable arrangement in Commission Case No. 12-1494-EL-AEC, which was, pursuant to a Stipulation and Recommendation, approved by the Commission on _____, _____; and

WHEREAS, in accordance with the Commission's approval of the Stipulation and Recommendation as modified by the Commission and as set forth in its _____, _____ Opinion and Order ("Order"), the Company and the Customer enter into this Arrangement.

NOW, THEREFORE, in consideration of the promises and mutual covenants set forth herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

1. **Electric Distribution Service**. This Arrangement shall be applicable to the electric distribution supply furnished by Company and any successors or assigns approved by the Commission to the facilities, plant and equipment associated with Customer's manufacturing operations located in or around Ashtabula, Ohio ("Customer's Facility"). Pursuant to this Arrangement, Company shall provide, and the Customer shall receive, all of Customer's distribution electric service needs at the Customer's Facility with a current billing address of 3509 Middle Road Ashtabula, OH 44004. The Company shall bill Customer monthly distribution related charges in accordance with the following schedule.

Company shall first compute what Customer's distribution-related bill would be under the otherwise applicable rate schedule provided that such computation shall exclude the cost recovery mechanism associated with the requirements of Section 4928.66, Revised Code, which is presently known as the Demand Side Management and Energy Efficiency Rider ("Rider DSE2") and shall also exclude the State kWh Tax Rider ("Rider SKT"). If the actual amount of such computed distribution-related bill is less than [redacted] per kVa of monthly billing demand, Customer shall be billed the lesser actual amount. If the amount of such computed distribution-related bill is greater than [redacted] per kVa of monthly billing demand, then Customer shall be billed [redacted] per kVa of monthly billing demand provided that this limitation on the amount that Company may bill Customer in any one billing month for distribution-related charges shall not exceed $25,000 and Company shall be entitled to recover, through its Delta Revenue Recovery Rider ("Rider DRR") or successor rider, one hundred percent (100%) of any delta revenue that may arise from this limitation on the amount that Company may bill Customer for distribution-related charges.

2. **Customer-Sited Capabilities.** In exchange for committing its existing customer-sited peak demand reduction ("PDR") capabilities to the Company, the Customer shall receive an exemption from Rider DSE2 or its successor. The exemption from Rider DSE2 shall commence upon execution of this Arrangement and shall continue thereafter for thirty-six (36) months. The Rider DSE2 exemption shall continue thereafter subject to verification and Commission Staff recommendation described in the Stipulation and Recommendation.

3. **Effective Date and Term.** The term of this Arrangement shall commence upon execution and continue thereafter for five (5) years following written notification from Customer to the Company that its new manufacturing process has commenced commercial operations.

4. **Assignment.** The Customer may assign this Arrangement with the written consent of both the Commission and the Company. Such consent shall be deemed to have been received in the event that neither the Commission nor the Company objects to Customer's proposed assignment within thirty (30) days of receipt of Customer's written request to do so.

5. **Notices**. Any notice required or desired by either party to be given hereunder shall be made:

If to the Company at:	If to the Customer at:
FirstEnergy Corp. 76 South Main Street Akron, OH 44308	ASHTA Chemicals Inc. 3509 Middle Road 44004 Ashtabula, Ohio 44004
Attn: Director of Rates Ohio	Attn: Vice President Operations

	Richard L. Jackson
Email:	Email: rjackson@ashtachemicals.com
Tel.	Tel. 440-997-6863
Fax	Fax 440-998-0286

6. **Other Events of Default; Termination**. This Arrangement shall not be cancelled without the prior written consent of the Commission. Notwithstanding the foregoing, the Parties agree that each of the following events shall individually constitute a breach of this Arrangement that allows the Company the right to cancel without liability to the Customer all or any part of this Arrangement and/or pursue any further remedies available at law or in equity: (1) Customer fails to comply with the Commission's Order; or (2) Customer assigns this Arrangement or any part hereof without obtaining the proper consent; or, (3) Customer becomes insolvent or makes a general assignment for the benefit of creditors or admits in writing its inability to pay debts as they mature or if a trustee or receiver of Customer or of any substantial part of Customer's assets is appointed by any court or proceedings instituted under any provisions of the Federal Bankruptcy Code, or any state insolvency law by or against Customer are acquiesced in or are not dismissed within thirty (30) days or result in an adjudication in bankruptcy or insolvency.

7. **Force Majeure**. Neither Party shall be liable to the other for any expenses, loss or damage resulting from delays or prevention of performance arising from a Force Majeure. "Force Majeure" shall mean acts of God, riots, strikes, labor disputes, labor or material shortages, act(s) by any government, governmental body or instrumentality, or regulatory agency (including delay or failure to act in the issuance of approvals, permits or licenses), fires, explosions, floods, breakdown of or damage to plants, equipment or facilities, or other causes of similar nature which are beyond the reasonable control of the Party and which wholly or partially prevent the supplying of electricity by the Company or the receiving or utilization of such electricity by the Customer. The Party affected by Force Majeure shall give notice to the other Party as promptly as practical of the nature and probable duration of such Force Majeure, with the effect of such Force Majeure eliminated insofar as possible with all reasonable dispatch. The performance by the Parties hereunder shall be excused only to the extent made necessary by the Force Majeure condition, provided that neither Party shall be required to settle a labor dispute on terms unacceptable to the Party affected; and provided further, that neither Party shall be required pursuant to this Arrangement to rebuild all or a major portion of its facilities which are destroyed or substantially impaired by a Force Majeure Event.

8. **Confidentiality of Information and Reporting**. The Parties agree that except to the extent made public by the Commission, all information included in this Arrangement, as well as any underlying schedules or other documents related to the development of this Arrangement, shall be deemed and treated as confidential information by the Parties, their employees, agents, contractors and

subcontractors. Neither Party shall use for any other purpose or disclose such information without the prior written consent of the non-disclosing Party, with such consent to be determined by the latter based on its sole discretion. Notwithstanding the foregoing, the restrictions set forth in this Section 8 shall not apply to any information (i) that is in the public domain at the time it was disclosed to the other Party; (ii) is required by law to be disclosed, provided that the non-disclosing Party be notified of any such request for disclosure within a reasonable period of time so as to allow it to take measures to prevent such disclosure; or (iii) that is made known to the disclosing Party from a non-Party to this Arrangement without breach of this or any other confidentiality agreement. Subject to such confidentiality requirements as may be appropriate, Customer shall, during the term of this Arrangement, provide Company with: (1) reports regarding the status of the project described in Customer's application in Commission Case No. 12-1494-EL-AEC; (2) reports describing the effect of this Arrangement upon Customer's ability to successfully sustain its Ohio manufacturing operations; and, (3) such other information as the Company may request for purposes of monitoring compliance with this Arrangement. Upon request, Company shall make such reports available to the Commission Staff provided that the Commission Staff agrees to comply with confidentiality requirements that apply to the reports furnished by Customer to Company. The Parties understand that Customer's periodic reports shall not be filed with the Commission unless otherwise directed by the Commission.

9. **Dispute Resolution**. If a dispute arises out of this Arrangement, if the dispute cannot be settled by the Parties through negotiation and if the dispute relates to a subject matter which is within the Commission's exclusive or primary jurisdiction, the Parties agree first to try in good faith to settle the dispute by mediation before the Commission or such alternative dispute resolution process which the Commission may designate before resorting to arbitration, litigation, or some other dispute resolution procedure. Nothing herein shall be construed or implied to preclude either Party from initiating litigation on questions outside of the Commission's jurisdiction if they are unable to resolve such dispute through negotiations with the other Party.

10. **Mutual Cooperation.** The Parties agree to provide mutual and timely support for purposes of effectively administering or otherwise advancing the underlying purpose of this Arrangement. Such support shall include, without limitation, reasonable and timely access to documents and personnel of the other Party.

11. **Governing Law and Continuing Jurisdiction.** The validity, construction and performance of this Arrangement shall be determined in accordance with the laws of the State of Ohio not taking into account any conflict of law provisions. The Parties understand and agree that the Commission shall have continuing jurisdiction to, for good cause shown, modify, amend or terminate this Arrangement and that good cause will be presumed in the event that Customer has not completed the transformation to its manufacturing process in its

application in Case No. 12-1494-EL-AEC within four (4) years of the Effective Date.

12. **Interpretation.** This Arrangement, the Company's standard tariff, as applicable and as amended from time to time by the Commission, sets forth the entire Arrangement between the Parties. **THE PARTIES EXPRESSLY ACKNOWLEDGE THAT NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, HAVE BEEN MADE BY EITHER PARTY TO THE OTHER**. In the event of any conflict between the terms and conditions set forth in the Company's standard distribution electric service agreement or the Company's standard tariff and this Arrangement, the latter shall control. This Arrangement remains, where applicable, subject to the Company's Electric Service Regulations, as modified from time to time, unless and to the extent otherwise expressly modified herein**.** If any clause or provision of this Arrangement is deemed to be illegal, or unenforceable by a court or administrative agency of competent jurisdiction, that clause or provision shall be severed from this Arrangement, and the remaining terms and conditions shall remain in full force and effect. The section and clause headings appearing in this Arrangement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

IN WITNESS WHEREOF, the Parties hereto have caused this Arrangement to be executed by their duly authorized officers or representatives as of the day and year first above written.

ASHTA Chemicals Inc. (Customer)	**The Cleveland Electric Illuminating Company (Company)**
By: _____	By: _____
Title: _____	Title: _____

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing *Joint Stipulation and Recommendation* was served upon the following parties of record this 13th day of September, 2013, *via* electronic transmission, hand-delivery, or ordinary U.S. mail, postage prepaid.

/s/ Scott E. Elisar
Scott E. Elisar

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ATTORNEY EXAMINER

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