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Case No. 14-1297-EL-SSO PUCO

PUCO Case Caption: In the Matter of the Application
of Ohio Edison, The Cleveland Electric Illuminating
Company, and The Toledo Edison Company
for Authority to Provide for a Standard Service
Offer Pursuant to R.C. 4928.143 in the Form
of an Electric Security Plan.

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Reporter's Signature: Valerius L. Gibson

Date Submitted: 10/21/2015

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

- - -

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

- - -

PROCEEDINGS

before Mr. Gregory Price, Ms. Mandy Chiles, and
Ms. Megan Addison, Attorney Examiners, at the Public
Utilities Commission of Ohio, 180 East Broad Street,
Room 11-A, Columbus, Ohio, called at 9:00 a.m. on
Wednesday, October 7, 2015.

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VOLUME XXV

- - -

ARMSTRONG & OKEY, INC.
222 East Town Street, Second Floor
Columbus, Ohio 43215-5201
(614) 224-9481 - (800) 223-9481
Fax - (614) 224-5724

- - -

First Energy Electric Apples to Apples Chart

Current Supplier Offers

Publication Date: September 16, 2013

The chart below reflects the current supplier rate offers provided by the suppliers to residential customers in the First Energy service area.

Please refer to your most recent bill for your current price to compare.

Price to Compare

In order for you to save money, the new supplier's rate needs to be lower than the Price to Compare rate shown on your bill. The Price to Compare is calculated based on the total amount you would no longer pay your utility company for the generation portion of your electric supply if you choose another supplier, divided by the kilowatt hours used.

The calculation determining the Price to Compare varies by utility company. As always, you will still be responsible for the utility company distribution charges and any related riders on your utility bill. Please consult the utility's web site for specific information. As with any contract, read and understand all terms and conditions before signing up with a supplier.

Please be advised that if you are currently enrolled in the Percentage of Income Payment Plan (PIPP PLUS), you are not eligible to enroll with or switch to an alternate supplier.

If you are currently enrolled with an alternate supplier, and want to enroll with a different supplier prior to the expiration of your current contract, you may be subject to an Early Termination Fee.

Electric Apples to Apples Charts

Published offers are subject to change without prior notice. Consumers should verify offers with the supplier before signing a contract. As with all contracts, consumers should carefully read and understand all terms and conditions before signing any forms or agreeing to enroll with a supplier for electric service.

Note: The electric apples to apples charts reflect the most recent available offers from marketers in each service territory, and are updated on a weekly basis.

Before choosing a supplier, please review the information on the Choosing an Electric Supplier page.

The PUCO is not responsible for selections you make based on the information contained herein.

Step 1: Compare the supplier offers contained in the chart with the "Price to Compare" shown on your electric bill.

Note: The "Tariff" code referenced in some of the Offer Details can be found on your monthly electric bill, under the charges from the utility.

Step 2: In order for you to save money, the new supplier's rate needs to be lower than the Price to Compare rate shown on your bill.

FirstEnergy Service Area Offers (Includes The Illuminating Company, Ohio Edison, Toledo Edison)



9/16/2013

<u>Supplier Name</u>	<u>Current Offer</u>	<u>Contract Term</u>	<u>Offer Details</u>
AEP Energy PO Box 3489 Chicago, IL 60654 (855) 300-7191 http://www.aepenergy.com/	Price of \$0.0563 per kWh	Through May 2014	This offer is for residential customers of Ohio Edison, The Illuminating Company, and Toledo Edison only. Special web offer. Enroll online at http://www.aepenergy.com/fesave Early Termination Fee: \$10 per remaining month
AEP Energy PO Box 3489 Chicago, IL 60654 (855) 300-7191 http://www.aepenergy.com/	100% Wind Product, Price of \$0.0593 per kWh	Through May 2014	This offer is for residential customers of Ohio Edison, The Illuminating Company, and Toledo Edison only. Special web offer. Enroll online at http://www.aepenergy.com/fegreen12 Early Termination Fee: \$10 per remaining month
AP Gas & Electric 6161 Savoy Drive, Suite 500 Houston, TX 77036 877-544-4857 http://www.apge.com	\$0.0595 per kwh	12 Months	To Enroll call 888-797-4537 Early Termination Fee: None
Border Energy Electric Services, Inc. 888-901-8461 http://www.borderenergyelectric.com	Fixed Price of \$0.0565 per kwh through May 2014	Through May 31, 2014	This offer is for FEOE Residential Customers only. Enroll online at http://signup.borderenergyinc.com/OE_ex.aspx Early Termination Fee: \$75
Border Energy Electric Services, Inc. 888-901-8461 http://www.borderenergyelectric.com	Fixed Price of \$0.0566 per kwh through May 2014	Through December 31, 2014	This offer is for FETE Residential Customers only. Enroll online at http://signup.borderenergyinc.com/TE_ex.aspx Early Termination Fee: \$100
Border Energy Electric Services, Inc. 888-901-8461 http://www.borderenergyelectric.com	Fixed Price of \$0.0564 per kwh through May 2014	Through December 31, 2014	This offer is for FECI Residential Customers only. Enroll online at http://signup.borderenergyinc.com/CI_ex.aspx Early Termination Fee: \$100
Constellation Energy 1-866-577-4700 www.home.constellation.com	Fixed Price of \$0.0617 per kWh.	12 Months	Enroll online at http://www.constellation.com/pages/ohpuc.aspx This offer is for electric residential customers in Ohio Edison, Cleveland Electric Illuminating, and Toledo Edison. Early Termination Fee: \$25
DP&L Energy 1065 Woodman Drive Dayton, OH 45432 800-319-1356 www.dplenergy.com	Fixed Price of \$0.0579 per kwh	12 Month	This offer is for residential customers of Ohio Edison, The Illuminating Company, and Toledo Edison only. Enroll online at http://www.dplenergy.com or call 800-319-1356 Early Termination Fee: \$99

DP&L Energy 1065 Woodman Drive Dayton, OH 45432 800-319-1356 www.dplenergy.com	Fixed Price of \$0.0619 per kwh	24 Month	This offer is for residential customers of Ohio Edison, The Illuminating Company, and Toledo Edison only. Enroll online at http://www.dplenergy.com or call 800-319-1356 Early Termination Fee: \$99
DP&L Energy 1065 Woodman Drive Dayton, OH 45432 800-319-1356 www.dplenergy.com	Fixed Price of \$0.0659 per kwh	36 Month	This offer is for residential customers of Ohio Edison, The Illuminating Company, and Toledo Edison only. Enroll online at http://www.dplenergy.com or call 800-319-1356 Early Termination Fee: \$199
Duke Energy Retail 139 East 4th Street EX 320 Cincinnati, OH 45202 855-999-8817 http://www.DukeEnergyRetail.com	Fixed Price of \$0.0595 per kWh	Through October 2014 Meter Read	We Make the Right Choice Easy SM - Fixed Price Plan: \$0.0595/kWh through October 2014 - Residential customers of Ohio Edison, The Illuminating Company, and Toledo Edison - Early Termination Fee \$50 Enroll in less than 5 minutes. http://www.DukeEnergyRetail.com
Duke Energy Retail 139 East 4th Street EX 320 Cincinnati, OH 45202 855-999-8817 http://www.DukeEnergyRetail.com	Fixed Price of \$0.0555 per kWh	Through May 2014 Meter Read	We Make the Right Choice Easy SM - Fixed Price Plan: \$0.0555/kWh through May 2014 - Residential customers of Ohio Edison, The Illuminating Company, and Toledo Edison - Early Termination Fee: None Enroll in less than 5 minutes. http://www.DukeEnergyRetail.com
ENCOA Energy Company of America 8847 W Sam Houston Parkway N Houston, TX 77040 888-857-5415 http://www.encoa.com/	ENCOA Power Choice 06 - Satisfaction Guaranteed Fixed Price of \$ 0.0539 per kWh	6 Months	Enroll online at http://www.encoa.com This offer is available for residential customers in First Energy service areas including Ohio Edison, Cleveland Illuminating, and Toledo Edison. Early Termination Fee: None
ENCOA Energy Company of America 8847 W Sam Houston Parkway N Houston, TX 77040 888-857-5415 http://www.encoa.com/	ENCOA Power Choice 12 - Fixed Price of \$ 0.0559 per kWh	12 Months	Enroll online at http://www.encoa.com This offer is available for residential customers in First Energy service areas including Ohio Edison, Cleveland Illuminating, and Toledo Edison. Early Termination Fee: \$50.00

FirstEnergy Solutions 866-271-2265 http://www.FES.com	Fixed Price of \$0.0569 per kwh	Through May 2015	23 Month Term is for FirstEnergy residential RS customers of Ohio Edison, The Illuminating Company, and Toledo Edison only. Early Termination Fee: \$100 http://www.fes.com
Glacial Energy of Ohio 6100 Oak Tree Blvd., Suite 200 Independence, OH 44313 216-328-2043 http://www.glacialenergy.com	12 Month Fixed Price of \$0.05999 per kwh	12 Months	This offer is limited to residential customers of Cleveland Illuminating, Ohio Edison, and Toledo Edison. Enroll online at http://www.glacialenergy.com/ohio-energy-choice Early Termination Fee: \$50
IGS Energy 6100 Emerald Parkway Dublin, OH 43016 (888) 995-0992 http://www.igsenergy.com/	Fixed Price of \$0.0619 per kwh	12 Months	This offer is limited to residential customers of Cleveland Illuminating, Ohio Edison, and Toledo Edison. Enroll online at http://www.igsenergy.com/ Early Termination Fee: None
Just Energy PO Box 2210 Buffalo, NY 14240-2210 1 (866) 587-8674 www.justenergy.com	5% Discount off First Energy's Price to Compare	Month to Month	% off Utility's Price to Compare for the first month. This offer is limited to residential and small commercial customers of First Energy in the Cleveland Illuminating Company, Toledo Edison and Ohio Edison service areas. Early Termination Fee: None Call Just Energy for details.
Kona Energy P.O. Box 204217 Dallas, TX 75320-4217 (855) 566-2669 http://www.konaenergy.com	Fixed Price of \$0.0680 per kwh	12 Months	Enroll online at http://www.konaenergy.com/applestoapples This offer is limited to residential customers of Cleveland Illuminating, Ohio Edison, and Toledo Edison. Early Termination Fee: \$100
Kona Energy P.O. Box 204217 Dallas, TX 75320-4217 (855) 566-2669 http://www.konaenergy.com	Fixed Price of \$0.0690 per kwh	18 Months	Enroll online at http://www.konaenergy.com/applestoapples This offer is limited to residential customers of Cleveland Illuminating, Ohio Edison, and Toledo Edison. Early Termination Fee: \$100
Kona Energy P.O. Box 204217 Dallas, TX 75320-4217 (855) 566-2669 http://www.konaenergy.com	Fixed Price of \$0.0720 per kwh	24 Months	Enroll online at http://www.konaenergy.com/applestoapples This offer is limited to residential customers of Cleveland Illuminating, Ohio Edison, and Toledo Edison. Early Termination Fee: \$100

Verde Energy USA 101 Merritt 7, 2nd Floor Norwalk, CT 06851 800-388-3862 http://lowcostpower.com	Introductory fixed price of \$0.0619 per kwh for 12 billing cycles and variable thereafter	Fixed for 12 billing cycles, Month to Month Variable thereafter.	This offer is limited to residential customers of Ohio Edison, Toledo Edison, and the Illuminating Company. Early Termination Fee: None New enrollments receive a \$50 cash bonus, a 20% discount on energy saving products and free access to Verde Energy Savings Solutions where customers can monitor and analyze their energy use. Please contact Verde Energy USA for more information or go to www.lowcostpower.com to enroll.
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Residential Apples to Apples Comparison Chart

Ohio Edison

To best utilize this offer comparison tool, it is suggested that you have your most current utility bill available for reference. Compare the supplier offers contained in the chart with the "Price to Compare" shown on your electric bill.

The offer prices below reflect that of the generation portion of your bill. Your distribution and transmission rates are determined through your local utility company.

Steps to Switching

four simple steps to choosing a supplier

1. Compare offers

Find your Price to Compare on your utility bill and use that number to compare to other offers listed on PUCO's *Apples to Apples* comparison chart. Since your Price to Compare is made up of several different factors it can vary from month-to-month. To get a better understanding of your average Price to Compare take a look at a few of your recent bills. After determining your Price to Compare, use our *Apples to Apples* chart to identify offers based on cost, contract length or other incentives.

2. Contact suppliers

Contact the suppliers that you are most interested in and ask the questions provided below. To sign up simply call that supplier. The supplier will contact your local electric utility for you.

3. Read and understand the supply contract

Make sure you carefully read and understand all of the terms and conditions of your supply contract. The supplier should be able to answer any questions you have.

4. Receive confirmation

Your local electric utility will send you a letter confirming the supplier you have chosen. If the information is correct, you do not have to do anything. If the information is not correct, contact the utility and request that the switch be stopped. You have seven days from the postmark date of the letter to make any changes.



Energy Choice Ohio
powered by choice.

Published on Friday, June 13, 2014 at 3:20 PM
Ohio Edison

AEP Energy Inc
(855) 300-7191

Rate Type: Fixed	Term Length: 7 months	0% Renewable
\$0.0749 per kWh	Monthly Fee: \$0	Early Termination Fee: \$10

Additional Information: America's Energy Partner(SM) This price plan is through the December 2014 billing cycle. This offer is for residential customers of Ohio Edison only. Enroll in minutes at www.AEPenergy.com/fe10-web
This is not a promotional offer.
This is not an introductory offer.

AEP Energy Inc
(855) 300-7191

Rate Type: Fixed	Term Length: 7 months	100% Renewable
\$0.0779 per kWh	Monthly Fee: \$0	Early Termination Fee: \$10

Additional Information: America's Energy Partner(SM) 100% Wind Product This price plan is through the December 2014 billing cycle. This offer is for residential customers of Ohio Edison only. Enroll in minutes at www.AEPenergy.com/fegreen-web
This is not a promotional offer.
This is not an introductory offer.

AEP Energy Inc
(855) 300-7191

Rate Type: Fixed	Term Length: 18 months	0% Renewable
\$0.0819 per kWh	Monthly Fee: \$0	Early Termination Fee: \$10

Additional Information: America's Energy Partner(SM) This offer is for residential customers of Ohio Edison only. Enroll in minutes at www.AEPenergy.com/fe18-web
This is not a promotional offer.
This is not an introductory offer.

AP Gas & Electric OH LLC
(877) 544-4857

Rate Type: Fixed	Term Length: 12 months	3% Renewable
\$0.0849 per kWh	Monthly Fee: \$0	Early Termination Fee: \$0

Additional Information: To Enroll call 888-797-4537 or enroll via our website www.apge.com
This is not a promotional offer.
This is not an introductory offer.

Border Energy Electric Services Inc
(888) 901-8461

Rate Type: Fixed	Term Length: 12 months	3% Renewable
\$0.0689 per kWh	Monthly Fee: \$0	Early Termination Fee: \$75

Additional Information: Fixed Price of \$0.06890 per kWh Through May 31, 2015
This is not a promotional offer.
This is not an introductory offer.

Censtar Energy Corp
(877) 529-6701

Rate Type: Fixed	Term Length: 12 months	0% Renewable
\$0.0779 per kWh	Monthly Fee: \$0	Early Termination Fee: \$25

Additional Information: 12 Month Fixed Price
This is not a promotional offer.
This is not an introductory offer.

Censtar Energy Corp
(877) 529-6701

Rate Type: Fixed	Term Length: 24 months	0% Renewable
\$0.0799 per kWh	Monthly Fee: \$0	Early Termination Fee: \$25

Additional Information: 24 Month Fixed Price
This is not a promotional offer.
This is not an introductory offer.

Constellation NewEnergy Inc
(888) 898-4323

Rate Type: Fixed	Term Length: 6 months	0% Renewable
\$0.0759 per kWh	Monthly Fee: \$0	Early Termination Fee: \$25

Additional Information: None Provided
This is not a promotional offer.
This is not an introductory offer.



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Published on Friday, June 13, 2014 at 3:20 PM
Ohio Edison

Constellation NewEnergy Inc

(888) 898-4323

Rate Type: Fixed	Term Length: 18 months	0% Renewable
\$0.0809 per kWh	Monthly Fee: \$0	Early Termination Fee: \$25

Additional Information: None Provided
This is not a promotional offer.
This is not an introductory offer.

Direct Energy Services LLC

(888) 566-9988

Rate Type: Fixed	Term Length: 18 months	0% Renewable
\$0.0679 per kWh	Monthly Fee: \$0	Early Termination Fee: \$0

Additional Information: Eliminate market volatility and provide yourself price certainty with a fixed rate throughout the initial term of your contract. This rate excludes utility-related charges and taxes
This is not a promotional offer.
This is not an introductory offer.

DP&L Energy

(800) 319-1356

Rate Type: Fixed	Term Length: 12 months	0% Renewable
\$0.0859 per kWh	Monthly Fee: \$0	Early Termination Fee: \$99

Additional Information: This offer is for residential customers of Ohio Edison, Toledo Edison and Cleveland Illuminating only
This is not a promotional offer.
This is not an introductory offer.

DP&L Energy

(800) 319-1356

Rate Type: Fixed	Term Length: 35 months	0% Renewable
\$0.0869 per kWh	Monthly Fee: \$0	Early Termination Fee: \$199

Additional Information: This offer is for First Energy residential customers only and the term is through May 2017
This is not a promotional offer.
This is not an introductory offer.

DP&L Energy

(800) 319-1356

Rate Type: Fixed	Term Length: 24 months	0% Renewable
\$0.0919 per kWh	Monthly Fee: \$0	Early Termination Fee: \$99

Additional Information: This offer is for residential customers of Ohio Edison, Cleveland Electric Illuminating & Toledo Edison
This is not a promotional offer.
This is not an introductory offer.

Duke Energy Retail Sales LLC

(855) 999-8817

Rate Type: Fixed	Term Length: 11 months	0% Renewable
\$0.0779 per kWh	Monthly Fee: \$0	Early Termination Fee: \$50

Additional Information: We Make the Right Choice Easy - \$0.0779/kWh through May 2015 - Residential Customers served by The Illuminating Company, Ohio Edison and Toledo Edison
This is not a promotional offer.
This is not an introductory offer.

FirstEnergy Solutions Corp

(866) 271-2265

Rate Type: Fixed	Term Length: 14 months	3% Renewable
\$0.0609 per kWh	Monthly Fee: \$0	Early Termination Fee: \$100

Additional Information: Short Term, fixed price offer is for FirstEnergy residential RS customers of Ohio Edison only. Through June 2015.
This is not a promotional offer.
This is not an introductory offer.

FirstEnergy Solutions Corp

(866) 271-2265

Rate Type: Fixed	Term Length: 50 months	3% Renewable
\$0.0669 per kWh	Monthly Fee: \$0	Early Termination Fee: \$100

Additional Information: PriceControl 4 year offer is for FirstEnergy residential RS customers of Ohio Edison. Through June 2018
This is not a promotional offer.
This is not an introductory offer.

FTR Energy Services LLC

(877) 811-7023



Energy Choice Ohio
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Published on Friday, June 13, 2014 at 3:20 PM
Ohio Edison

Rate Type: Fixed Term Length: 6 months 100% Renewable
\$0.0750 per kWh Monthly Fee: \$0 Early Termination Fee: \$0
Additional Information: This is a Fixed 6-month Offer for Ohio Edison customers.
This is not a promotional offer.
This is not an introductory offer.

FTR Energy Services LLC
(877) 811-7023

Rate Type: Variable Term Length: 0 month 100% Renewable
\$0.0999 per kWh Monthly Fee: \$0 Early Termination Fee: \$0
Additional Information: This is the Standard Variable Offer for Ohio Edison customers.
This is not a promotional offer.
This is not an introductory offer.

FTR Energy Services LLC
(877) 811-7023

Rate Type: Variable Term Length: 1 month 100% Renewable
\$0.0899 per kWh Monthly Fee: \$0 Early Termination Fee: \$0
Additional Information: This is a 1-month Introductory Price for Ohio Edison customers.
This is not a promotional offer.
This is an introductory offer.

Hiko Energy LLC
(845) 406-9100

Rate Type: Variable Term Length: 1 month 13% Renewable
\$0.0828 per kWh Monthly Fee: \$0 Early Termination Fee: \$0
Additional Information: None Provided
This is a promotional offer. ONE FREE MONTH OF ENERGY SUPPLY after 12 consecutive months of service with HIKO - see welcome packet for details.
This is not an introductory offer.

IGS Energy
(800) 280-4474

Rate Type: Fixed Term Length: 12 months 100% Renewable
\$0.0799 per kWh Monthly Fee: \$0 Early Termination Fee: \$0
Additional Information: Fixed Rate Through 12 Billing Cycles
This is not a promotional offer.
This is not an introductory offer.

IGS Energy
(800) 280-4474

Rate Type: Fixed Term Length: 12 months 0% Renewable
\$0.0829 per kWh Monthly Fee: \$0 Early Termination Fee: \$0
Additional Information: 100% Green fixed rate through 12 billing cycle
This is not a promotional offer.
This is not an introductory offer.

Integrus Energy Services Inc
(800) 397-8072

Rate Type: Fixed Term Length: 6 months 5% Renewable
\$0.0784 per kWh Monthly Fee: \$0 Early Termination Fee: \$25
Additional Information: FE - Res - 6mo
This is not a promotional offer.
This is not an introductory offer.

Integrus Energy Services Inc
(800) 397-8072

Rate Type: Fixed Term Length: 12 months 5% Renewable
\$0.0819 per kWh Monthly Fee: \$0 Early Termination Fee: \$25
Additional Information: FE - Res - 12mo
This is not a promotional offer.
This is not an introductory offer.

Integrus Energy Services Inc
(800) 397-8072

Rate Type: Fixed Term Length: 24 months 5% Renewable
\$0.0904 per kWh Monthly Fee: \$0 Early Termination Fee: \$25



Energy Choice Ohio
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Published on Friday, June 13, 2014 at 3:20 PM
Ohio Edison

Additional Information: FE - Res - 24mo
This is not a promotional offer.
This is not a introductory offer.

Just Energy

(866) 587-8674

Rate Type: Fixed

Term Length: 12 months

0% Renewable

\$0.0859 per kWh

Monthly Fee: \$0

Early Termination Fee: \$50

Additional Information: 12 month Fixed Price Program

This is not a promotional offer.

This is not a introductory offer.

Just Energy

(866) 587-8674

Rate Type: Variable

Term Length: 1 month

0% Renewable

\$0.0688 per kWh

Monthly Fee: \$0

Early Termination Fee: \$0

Additional Information: Month to Month Variable Program with an Intro Period where the Intro Price will 5% below Utility for the first month. Thereafter a month to month Variable Rate

This is not a promotional offer.

This is a introductory offer.

North American Power and Gas LLC

(888) 313-9086

Rate Type: Fixed

Term Length: 6 months

25% Renewable

\$0.0699 per kWh

Monthly Fee: \$0

Early Termination Fee: \$10

Additional Information: 6 month fixed rate.

This is not a promotional offer.

This is not a introductory offer.

North American Power and Gas LLC

(888) 313-9086

Rate Type: Fixed

Term Length: 12 months

25% Renewable

\$0.0939 per kWh

Monthly Fee: \$0

Early Termination Fee: \$10

Additional Information: 12 month fixed rate. 25% Renewable Energy

This is not a promotional offer.

This is not a introductory offer.

North American Power and Gas LLC

(888) 313-9086

Rate Type: Fixed

Term Length: 12 months

100% Renewable

\$0.1134 per kWh

Monthly Fee: \$0

Early Termination Fee: \$10

Additional Information: 12 month fixed rate. 100% Renewable Energy

This is not a promotional offer.

This is not a introductory offer.

North American Power and Gas LLC

(888) 313-9086

Rate Type: Fixed

Term Length: 6 months

100% Renewable

\$0.0894 per kWh

Monthly Fee: \$10

Early Termination Fee: \$10

Additional Information: 6 month fixed rate.

This is not a promotional offer.

This is not a introductory offer.

North American Power and Gas LLC

(888) 313-9086

Rate Type: Variable

Term Length: 0 month

25% Renewable

\$0.0899 per kWh

Monthly Fee: \$0

Early Termination Fee: \$0

Additional Information: For Existing Customers Market-based general variable.

This is not a promotional offer.

This is not a introductory offer.

North American Power and Gas LLC

(888) 313-9086

Rate Type: Variable

Term Length: 0 month

100% Renewable

\$0.1094 per kWh

Monthly Fee: \$0

Early Termination Fee: \$0

Additional Information: For Existing Customers Market-based general variable

This is not a promotional offer.

This is not a introductory offer.



Energy Choice Ohio
powered by *choice.*

Published on Friday, June 13, 2014 at 3:20 PM
Ohio Edison

Source Power & Gas LLC
(888) 557-0065

Rate Type: Fixed	Term Length: 12 months	0% Renewable
\$0.0709 per kWh	Monthly Fee: \$0	Early Termination Fee: \$150
Additional Information: None Provided		
This is not a promotional offer.		
This is not an introductory offer.		

Source Power & Gas LLC
(888) 557-0065

Rate Type: Fixed	Term Length: 24 months	0% Renewable
\$0.0769 per kWh	Monthly Fee: \$0	Early Termination Fee: \$250
Additional Information: None Provided		
This is not a promotional offer.		
This is not an introductory offer.		

Verde Energy USA Ohio LLC
(800) 388-3862

Rate Type: Fixed	Term Length: 6 months	100% Renewable
\$0.0699 per kWh	Monthly Fee: \$0	Early Termination Fee: \$0
Additional Information: Fixed for 6 billing cycles, Month-to-month thereafter. New enrollments receive a \$75 cash bonus, a 20% discount on energy saving products and free access to Verde Energy Savings Solutions where customers can monitor and analyze their energy use.		
This is not a promotional offer.		
This is not an introductory offer.		



Chart Definitions

Applies to Apples Charts: The PUCO's electric and natural gas offer comparison charts, the only comparisons in the state for which suppliers are required to provide accurate and up-to-date information about their latest offers.

ccf: Hundred cubic feet. Used to measure natural gas.

Customer Charge: Charge billed each month to recover a portion of the ongoing fixed costs of providing service to a consumer's home or business. See Fixed Delivery Charge.

Fixed Delivery Charge: Charge billed each month to recover a portion of the ongoing fixed costs of providing service to a consumer's home or business. See Customer Charge.

Electric Distribution Utility (EDU): The local electric distribution utility that delivers electricity to your home or business.

Supply Charge: The price of electricity or natural gas offered by a supplier.

Fixed Price: A fixed electricity or natural gas rate that will remain the same, for a set period of time.

Gas Cost Recovery (GCR) Charge: The actual cost of natural gas that a local distribution company (LDC) pays to purchase natural gas for your use. That cost is then passed through to you on a dollar-for-dollar basis with no mark-up or profit to the LDC. Only the actual costs of the natural gas are recovered through this process.

Generation Charge: The charge for producing electricity. If you purchase electricity from a supplier, your generation charge will depend on the contract between you and your supplier.

Kilowatt Hour (kwh): A 1,000-watt unit of energy for one hour. This is the standard measurement for the amount of electricity a customer uses.

Local Distribution Company (LDC): The local natural gas distribution utility that delivers natural gas to your home or business.

mcf: Thousand cubic feet. Used to measure natural gas.

Monthly Fee: A fixed monthly fee that a supplier may include in the terms and conditions of their contract that is in addition to a rate based on usage.

NYMEX: The New York Mercantile Exchange, a public market where natural gas and other commodities are sold and traded.

Price to Compare: The price for an electric supplier to beat in order for you to save money. It will be shown on residential customer's electric utility bill. You can use this amount to compare with prices offered by suppliers.

Renew. (Renewable) Content: The percentage of the contracted generation supply that is provided by a renewable energy source.

Renewable Energy: Electricity or natural gas that is made from environmentally friendly fuel resources, such as wind, water, biomass, biogas, waste heat or solar. Sometimes referred to as "green" energy.

Standard Choice Offer (SCO): Each year, Columbia Gas of Ohio, Dominion East Ohio and Vectren Energy Delivery of Ohio conduct auctions to secure natural gas supplies for customers who do not participate in the retail choice program. The auction establishes a SCO rate for choice-eligible customers. The SCO rate is based on the NYMEX month-end settlement price for natural gas, plus a retail price adjustment determined in the auctions. The retail price adjustment reflects the winning bidders' price to deliver natural gas from the production area to the utility's service area.

Standard Service Offer: The electric generation service a customer will receive from their local electric utility if they do not choose an electric supplier.

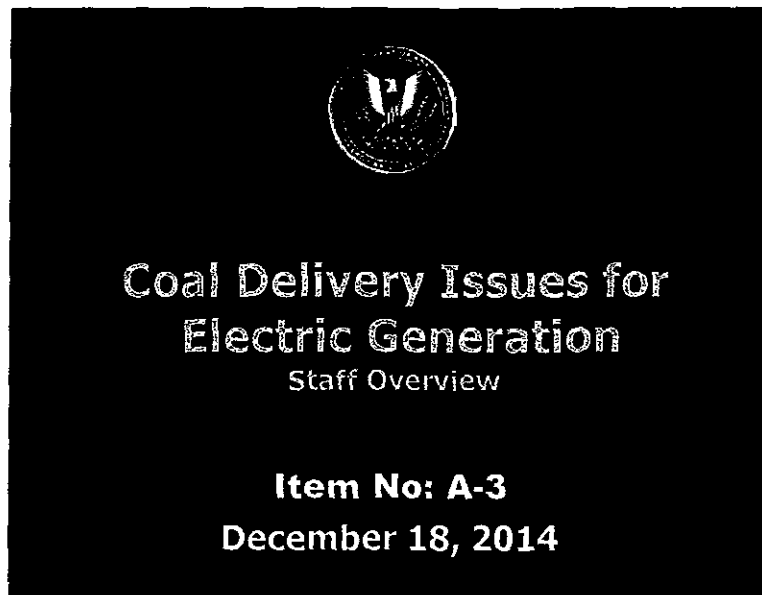
Transmission: The transporting of high-voltage electricity from generation at a power plant to local electric utilities.

Transmission Charge: Charge for transporting electricity from the generation plant to the local electric utility.

Transportation Cost: Cost related to the actual transportation of natural gas through the natural gas transmission pipeline to the LDC.

Variable Price: A variable rate can change, by the hour, day, month, etc., according to the terms and conditions of the supplier's contract.

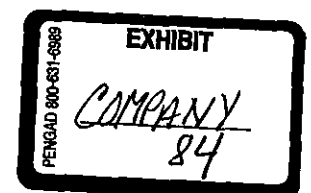
Slide 1

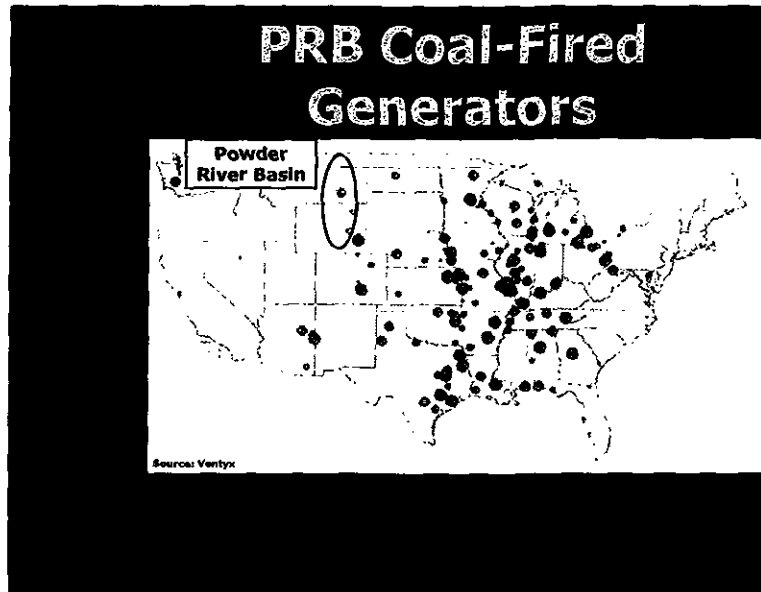


Chairman LaFleur, Commissioners, good morning.

Staff will provide an overview into the reliability and market impacts associated with coal delivery interruptions, which present challenges for some electric generators in the central part of the country.

This overview is a collaborative effort by the Office of Enforcement's Division of Energy Market Oversight, the Office of Electric Reliability, and other offices within the Commission.

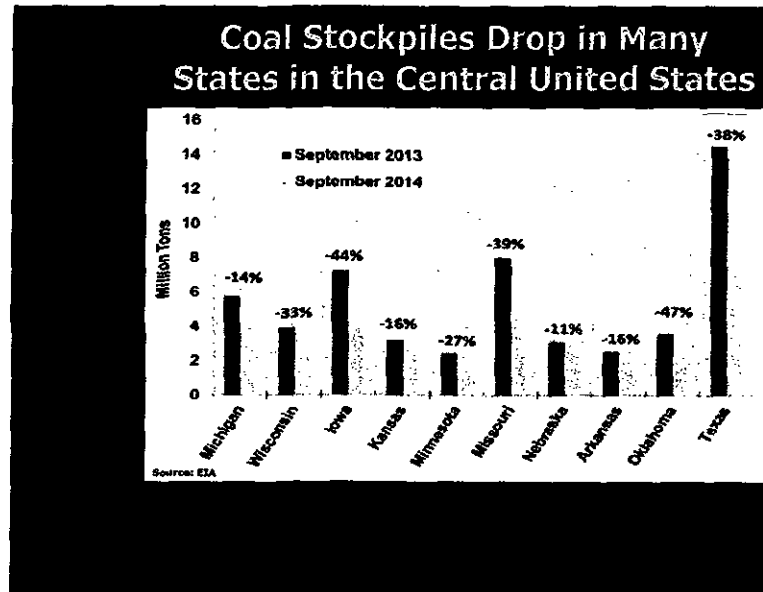




The extreme cold weather of last winter brought attention to the issue of replacing the drawdown of coal inventory in the central United States. Since the middle of 2013, many generators already have had problems getting requested delivery levels. One concern centered on the rail delivery of Powder River Basin or PRB coal by BNSF.

There are 166 power plants throughout the U.S. that use Powder River Basin coal, representing 172 GW of capacity. The majority of these plants are in the MISO, SPP and ERCOT regions.

Rail operations in the Midwest are going through a period of adjustment and multi-faceted challenges. Coal is just one of several commodities vying for space on the rail system. Because of these developments and their implications for electric reliability and markets, Staff has paid particular attention to the coal delivery picture. Staff analyzed the fundamentals involved, monitored regulatory developments, and had discussions with a number of stakeholders. The utilities and RTOs that we spoke with relayed various levels of concern about their ability to maintain and build their stockpiles prior to the winter. While much of what Staff heard was specific to the individual entities, we heard a number of common themes. For instance, one theme was that generators who relied on BNSF for delivery of PRB coal claim to have consistently received less coal than they had requested. Generators asserted that their deliveries were being rationed, along with other commodities, on a rail system that was over-taxed and hampered by disruptions caused by construction intended to improve future capacity.



PRB coal deliveries in the Central U.S. have been below previous levels all year as well as for the second half of 2013. As we can see, the inventories for all types of coal in the central states lag well behind the inventories of a year ago. Coal stockpiles at U.S. power plants are below the five-year average.

At the state level, the greatest impact is on plants in MISO and SPP that rely on PRB coal, with stockpiles in Iowa and Oklahoma more than 40% below last year's level. Other heavily affected states are Minnesota, Wisconsin, Missouri, and Texas, where stockpiles are between 25 and 40% below last year.

It is likely that below-average stockpiles will persist through 2015 as railroads struggle to keep up with overall demand before system upgrades are complete. This is raising concerns among some generators that low stockpiles coming out of the winter could create challenges in the summer of 2015.

Coal Delivery Effects

Generation owners can be harmed by coal shortages if there is prolonged cold and continued delivery disruption.

The regions involved appear to be preparing adequately for winter, even if it is colder than forecast.

Some generating utilities and independent plant operators are unable to establish the coal stockpiles that meet the targets they have set for this winter. Certain affected generators who use PRB coal delivered by BNSF have taken steps, such as reducing output and using trucks, to conserve coal and build inventories. The relatively mild summer also helped to mitigate the deficiency going into this winter.

It is possible that individual power plants could run low on coal in the event of protracted cold weather and coal deliveries, and some locations cannot count on deliveries at all once the water portion of their delivery route is frozen over.

The RTOs can rely on fuel diversity and surplus capacity to help manage any unexpected loss of generation due to coal supply shortages.

Market Effects

Higher off-peak prices have occurred this past Fall season.

Delivery disruptions and a colder than forecast winter could result in small to moderate power price increases.

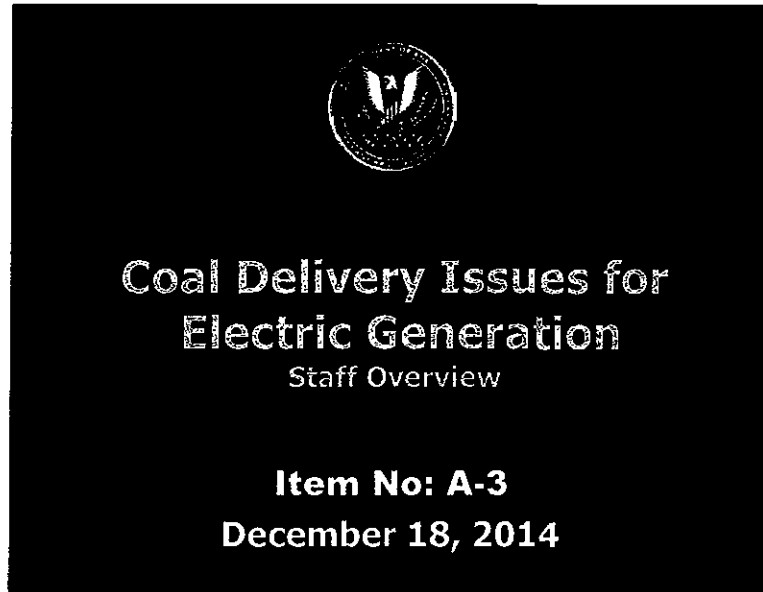
Market impacts could be significant if combined with other system disruptions.

A handful of generating companies in MISO and SPP have had their reference prices adjusted through consultation with the market monitors. A higher reference price reflects the opportunity cost of using a limited fuel supply and enables the generator to raise its offer without being subject to market power mitigation. Higher offer prices allow the generator to run less and conserve coal. These conservation measures typically reduce generation in the hours and days that load is relatively low.

These offer adjustments have been effective in reducing coal consumption by some units, resulting in minor market effects thus far. In recent months, MISO's off-peak prices have increased compared to a year ago while most peak prices have been little changed. This is a reasonable result because the RTO calls on these units only at higher load times. The higher offers price the units out of the low-load hours such as off-peak, shoulder-period hours. This can be an efficient market solution as long as the generators have estimated coal needs and offer impacts well.

If the coming winter presents challenges similar to last year's experience, the coal inventory problems could result in significant market impacts. However, Staff would expect to see a somewhat measured reduction of coal generation supply as plant operators with inventory issues take more and more conservation actions. By itself, coal inventory deficiencies should not produce significant power market dislocation. However, the inventory deficiencies could result in more significant impacts when combined with other events such as a high-level of unplanned outages or natural gas disruptions.

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This completes our presentation. We will be happy to answer any question you may have.

December 18, 2014
FERC Rail Service Panel
Dave McMillan Statement

Thank you Chair LaFleur and Commissioners Moeller, Clark and Bay for holding today's panel discussion on this critically important topic of coal deliveries by rail.

My name is Dave McMillan. I am a senior vice president at ALLETE and the executive vice president at Minnesota Power, ALLETE's largest division. My comments today will focus on Minnesota Power's recent experiences and challenges with coal deliveries by rail, particularly by the BNSF Railway Company (BNSF).

Minnesota Power generates, transmits and distributes electricity across a 26,000 square mile region in northern Minnesota to 144,000 customers, 16 municipalities (whose contracts are subject to FERC regulation, I might add) and, importantly, some of the nation's largest industrial customers. These iron mining, forest, paper, pipeline, and refining customers all compete in international markets. Importantly, this handful of companies consumes over one-half of the electricity we produce.

Minnesota Power also is a member of the Western Coal Traffic League (WCTL), which is a voluntary association of utility shippers of coal mined west of the Mississippi River. WCTL has actively pursued assistance from the STB to remedy the service problems faced by many coal-fired utilities in the past year.

Coal is Minnesota Power's primary fuel source for its electric generation. The company currently operates three coal-fired plants that consume over 5 million tons of coal each



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year. This coal originates in the Powder River Basin area mines in Wyoming and Montana and is transported by BNSF either in single-carrier or joint-carrier service.

Your staff's Winter 2014-2015 Energy Market Assessment highlighted concerns over low coal stockpiles going into this winter, and stresses on the rail transportation system that continue to affect the reliable deliveries of Powder River Basin coal. Quoting from the staff presentation at your October meeting, "replenishment of coal stockpiles at some power plants captive to a single supply source and transportation route has proven more challenging on the more constrained rail system."

Our rail service experiences are consistent with the FERC staff's findings. During the winter of 2013-14 we experienced severe disruptions in BNSF service to all of our coal-fired facilities, and for extended periods of time we limited or curtailed coal-fired generation. Our largest generating station, the Boswell Energy Center, was forced to run at minimum capacity on some of the highest load days of the winter. At one point we were down to four days of coal supply. We were also forced to utilize emergency trucking of coal in storage at an off-site dock facility to our second largest plant.

While our service woes temporarily subsided this spring, they came back once again in the late summer and fall. In August of this year we took the unprecedented step of temporarily shuttering four coal-fired units at other locations in an attempt to rebuild coal inventories at Boswell by diverting coal bound for those units to Boswell.

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Today, our coal inventories at Boswell are at acceptable levels. While that is good news, the inconsistency we have experienced with BNSF's service, and the lack of an enforceable BNSF service recovery plan, does not give us confidence that current inventory levels will continue.

Last winter and again this fall while our coal units were shut down, Minnesota Power was forced to replace its own generation with about \$27 million of higher-priced purchases from the MISO market. The good news is that organized markets like MISO's work, and we had no electric service disruptions. The bad news is the purchased energy prices were significantly higher than our self-generation costs. These increased costs are ultimately borne by our wholesale and retail electric customers – costs they can ill afford to pay.

As I said in my testimony on this very topic at an April STB hearing, Minnesota Power approaches problems with creativity and optimism. We have had a long relationship with BNSF that dates back to 1968. Recently, we have been proactively looking for ways to jointly address the infrastructure side of service issues. We have been in constant communication with BNSF during the service crisis, and we have regularly informed them of the impact that its service problems are having on our operations and our customers. To its credit, BNSF has in recent weeks added equipment and improved service, and kept the lines of communication open.

While the STB is charged with overseeing service provided by the nation's railroads, the potential impacts on electric reliability require the Commission's continued attention.

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Dave McMillan Statement

The Commission demonstrated its willingness to act last year when you exercised your authority under the Interstate Commerce Act to direct priority treatment for propane shipments. While the Commission cannot specifically order the railroads to provide service to utility coal shippers, there are steps that this Commission can take consistent with its responsibility to ensure economical and reliable wholesale electric service.

Staff has committed to monitoring coal stockpiles and working with the STB. This is a good and a necessary first step. We encourage you to continue to coordinate and collaborate closely with the STB and with DOE. Just as the Commission identified the need for greater attention to gas-electric interdependency issues, we believe there is a need for the Commission to closely follow electric-rail coordination issues, building upon today's panel discussion.

We very much appreciate the Commission's interest and involvement in addressing rail service issues that affect our ability to meet our electric customers' needs.

I would be happy to answer any questions.

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

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

PROTECTIVE AGREEMENT

This Protective Agreement ("Agreement") is entered into by and between Ohio Edison Company, The Cleveland Electric Illuminating Company and The Toledo Edison Company ("the Companies") and IGS Energy ("Receiving Party") (collectively, "the Parties"). This Agreement is designed to facilitate and expedite the exchange with Receiving Party of information in the discovery process in this proceeding, as this "Proceeding" is defined herein. It reflects agreement between the Companies and Receiving Party as to the manner in which "Protected Materials," as defined herein, are to be treated. This Agreement is not intended to constitute any resolution of the merits concerning the confidentiality of any of the Protected Materials or any resolution of the Companies' obligation to produce (including the manner of production) any requested information or material.

The Parties recognize that a dispute exists regarding the terms of Sections 4 and 5 of this Agreement. To facilitate an expedient exchange of Protected Materials, Receiving Party will execute the Agreement pending resolution of outstanding motions to compel. The Parties agree to modify this agreement to conform to any order issued by an Attorney Examiner or the Public Utilities Commission of Ohio in this proceeding. Nothing in this Agreement shall be construed to waive any argument by Receiving Party regarding the terms of this Agreement, nor shall



anything in this Agreement be construed to waive any argument by the Companies regarding the terms of this Agreement.

1. The purpose of this Agreement is to permit prompt access to and review of such Protected Materials in a controlled manner that will allow their use for the purposes of this Proceeding while protecting such data from disclosure to non-participants, without a prior ruling by an administrative agency of competent jurisdiction or court of competent jurisdiction regarding whether the information deserves protection.

2. "Proceeding" as used throughout this document means the above-captioned case(s), including any appeals, remands and other cases related thereto.

3.A. "Protected Materials" means documents and information designated under this Agreement as "CONFIDENTIAL" that customarily are treated by the Companies or third parties as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject the Companies or third parties to risk of competitive disadvantage or other business injury, and may include materials meeting the definition of "trade secret" under Ohio law.

B. "Protected Materials" also includes documents and information designated under this Agreement as "COMPETITIVELY SENSITIVE CONFIDENTIAL" that contain highly proprietary or competitively-sensitive information, that, if disclosed to suppliers, competitors or customers, may damage the producing party's competitive position or the competitive position of the third party which created the documents or information. **COMPETITIVELY SENSITIVE CONFIDENTIAL DOCUMENTS** can include documents or information prepared by the Companies or provided to the Companies by a third-party pursuant to a nondisclosure agreement.

C. "Protected Materials" do not include any information or documents contained in the public files of any state or federal administrative agency or court and do not include documents or information which at, or prior to, commencement of this Proceeding, is or was otherwise in the public domain, or which enters into the public domain except that any disclosure of Protected Materials contrary to the terms of this Agreement or protective order or a similar protective agreement made between the Companies and other persons or entities shall not be deemed to have caused such Protected Materials to have entered the public domain.

D. "Protected Materials" that are in writing shall be conspicuously marked with the appropriate designation, or counsel for the Companies may orally state on the deposition record that a response to a question posed at a deposition is considered Protected Materials.

E. "Protected Materials" includes documents or information that are stored or recorded in the form of electronic or magnetic media (including information, files, databases, or programs stored on any digital or analog machine-readable device, computers, discs, networks or tapes) ("Computerized Material"). The Companies at their discretion may produce Computerized Material in such form. To the extent that Receiving Party reduces Computerized Material to hard copy, Receiving Party shall conspicuously mark such hard copy as confidential.

4. "Fully Authorized Representative" must execute a Non-Disclosure Certificate in the form of Exhibit B (applicable to COMPETITIVELY SENSITIVE CONFIDENTIAL Protected Materials) and shall be limited to the following persons:

A. Receiving Party's outside legal counsel and in-house legal counsel who are actively engaged in the conduct of this Proceeding;

B. Paralegals and other employees who are associated for purposes of this case with the attorneys described in Paragraph 4(A); and

C. An outside expert, or employee of an outside expert retained by Receiving Party, for the purpose of advising, preparing for or testifying in this Proceeding and who is not involved in (or providing advice regarding) decision making by or on behalf of any entity concerning any aspect of competitive retail electric service or of competitive wholesale electric procurements.

5. "Limited Authorized Representative" must execute the Non-Disclosure Certificate in the form of Exhibit A (applicable to CONFIDENTIAL Protected Materials) and shall be limited to the following persons:

A. Legal counsel who have made an appearance in this proceeding or are actively engaged in this Proceeding for Receiving Party;

B. Paralegals and other employees who are associated for purposes of this case with an attorney described in Paragraph 5(A);

C. An employee of Receiving Party who is involved in the Proceedings on behalf of Receiving Party;

D. An expert or employee of an expert retained by Receiving Party for the purpose of advising, preparing for or testifying in this Proceeding.

6. Copies of all executed Non-Disclosure Certificates signed by Fully Authorized Representatives and Limited Authorized Representatives in this proceeding shall be provided to counsel for the Companies as soon as possible after the Certificates are executed.

7. Access to Protected Materials designated as "CONFIDENTIAL" is permitted to Fully Authorized Representatives and Limited Authorized Representatives who have executed the appropriate Non-Disclosure Certificate. Notwithstanding other provisions of this Agreement to the contrary, Protected Materials designated as "COMPETITIVELY SENSITIVE CONFIDENTIAL" or with words of similar import will be strictly limited to Fully Authorized

Representatives. Counsel for Receiving Party will ensure that individuals who are not Fully Authorized Representatives are not permitted to access COMPETITIVELY SENSITIVE CONFIDENTIAL materials. Receiving Party, its Counsel, Fully Authorized Representatives and Limited Authorized Representatives must treat all Protected Materials (no matter how designated), copies thereof, information contained therein, and writings made therefrom (including, without limitation, Protected Materials comprised of portions of transcripts) as proprietary and confidential, and will safeguard such Protected Materials, copies thereof, information contained therein, and writings made therefrom so as to prevent voluntary, inadvertent, or accidental disclosure to any persons other than Receiving Party's counsel and those persons authorized to have access to the Protected Materials as set forth in this Agreement.

8. Nothing in this Agreement precludes the use of any portion of the Protected Materials that becomes part of the public record or enters into the public domain except that any disclosure of Protected Materials contrary to the terms of this Agreement or protective order or a similar protective agreement made between the Companies and other persons or entities shall not be deemed to have caused such Protected Materials to have entered the public domain. Nothing in this Agreement precludes Receiving Party from using any part of the Protected Materials in this Proceeding in a manner not inconsistent with this Agreement, such as by filing Protected Materials under seal.

9. If any Receiving Party counsel, Fully Authorized Representative or Limited Authorized Representative ceases to be engaged in this Proceeding, access to any Protected Materials by such person will be terminated immediately and such person must promptly return Protected Materials in his or her possession to a counsel of Receiving Party who is a Fully Authorized Representative, and if there is no such counsel of Receiving Party who is a Fully

Authorized Representative, such person must treat such Protected Materials in the manner set forth in Paragraph 16 hereof as if this Proceeding herein had been concluded. Any person who has signed either form of the foregoing Non-Disclosure Certificates will continue to be bound by the provisions of this Agreement even if no longer so engaged.

10. Receiving Party, its counsel, Fully Authorized Representatives and Limited Authorized Representatives are prohibited from disclosing Protected Materials to another party or that party's authorized representatives, provided however, (i) Receiving Party may disclose Protected Materials to employees or persons working for or representing the Public Utilities Commission of Ohio in connection with this Proceeding, (ii) for Protected Materials identified as CONFIDENTIAL, Receiving Party may disclose Protected Materials or writings regarding their contents to any individual or entity that is in possession of said Protected Materials or to any individual or entity that is bound by a Protective Agreement or Order with respect to the Protected Materials and has signed a Non-Disclosure Certificate applicable to materials designated as CONFIDENTIAL, and (iii) for Protected Materials identified as COMPETITIVELY SENSITIVE CONFIDENTIAL, Receiving Party may disclose such materials to another individual or entity, or another Party's counsel that represents a party in this proceeding, that is bound by a Protective Agreement or Order and that is in possession of said Protected Materials and that has signed a Non-Disclosure Certificate applicable to materials designated as COMPETITIVELY SENSITIVE CONFIDENTIAL. Protected Materials, designated as "CONFIDENTIAL" or "COMPETITIVELY SENSITIVE CONFIDENTIAL" and provided to Receiving Party by another party or its counsel shall be treated by Receiving Party, its counsel, Fully Authorized Representatives and Limited Authorized Representatives as being

provided by the Companies and all terms of this Protective Agreement shall apply to the treatment of such materials.

11. Receiving Party may file Protected Materials under seal in this Proceeding whether or not Receiving Party seeks a ruling that the Protected Materials should be in the public domain. If Receiving Party desires to include, utilize, refer to, or copy any Protected Materials in such a manner, other than in a manner provided for herein, that might require disclosure of such material, then Receiving Party must first give notice (as provided in Paragraph 15) to the Companies, specifically identifying each of the Protected Materials that could be disclosed in the public domain. The Companies will have five (5) business days after service of Receiving Party's notice to file, with an administrative agency of competent jurisdiction or court of competent jurisdiction, a motion and affidavits with respect to each of the identified Protected Materials demonstrating the reasons for maintaining the confidentiality of the Protected Materials. The affidavits for the motion must set forth facts delineating that the documents or information designated as Protected Materials have been maintained in a confidential manner and the precise nature and justification for the injury that would result from the disclosure of such information. If the Companies do not file such a motion within five (5) business days of Receiving Party's service of the notice, then the Protected Materials will be deemed non-confidential and not subject to this Agreement.

12. The Parties agree to seek *in camera* proceedings by the administrative agency of competent jurisdiction or court of competent jurisdiction for arguments or for the examination of a witness that would disclose Protected Materials. Such *in camera* proceedings will be open only to the Parties, their counsel who are either a signatory to this Agreement or who have executed a Non-Disclosure Certification prior to any access, any other person who would

otherwise be permitted to have access to the Protected Materials under the terms of Paragraph 7, and others authorized by the administrative agency or court to be present; however, characterizations of the Protected Materials that do not disclose the Protected Materials may be used in public.

13. Any portions of the Protected Materials that the administrative agency of competent jurisdiction or court of competent jurisdiction has deemed to be protected and that is filed in this Proceeding will be filed in sealed confidential envelopes or other appropriate containers sealed from the public record.

14. It is expressly understood that upon a filing made in accordance with Paragraph 11 of this Agreement, the burden will be upon the Companies to show that any materials labeled as Protected Materials pursuant to this Agreement are confidential and deserving of protection from disclosure.

15. All notices referenced in Paragraph 11 must be served by the Parties on each other by one of the following methods: (1) sending the notice to such counsel of record herein via e-mail; (2) hand-delivering the notice to such counsel in person at any location; or (3) sending the notice by an overnight delivery service to such counsel.

16. Once Receiving Party has complied with its records retention schedule(s) pertaining to the retention of the Protected Materials and Receiving Party determines that it has no further legal obligation to retain the Protected Materials and this Proceeding (including all appeals and remands) is concluded, Receiving Party must return or dispose of all copies of the Protected Materials unless the Protected Materials have been released to the public domain or filed with a state or federal administrative agency or court under seal. Receiving Party may keep one copy of each document designated as Protected Material that was filed under seal and one

copy of all testimony, cross-examination, transcripts, briefs and work product pertaining to such information and will maintain that copy as provided in this Agreement.

17. By entering into this Protective Agreement, Receiving Party does not waive any right that it may have to dispute the Companies' determination regarding any material identified as confidential by the Companies and to pursue those remedies that may be available to Receiving Party before an administrative agency or court of competent jurisdiction. Nothing in this Agreement precludes Receiving Party from filing a motion to compel.

18. By entering into this Protective Agreement, the Companies do not waive any right it may have to object to the discovery of confidential material on grounds other than confidentiality and to pursue those remedies that may be available to the Companies before the administrative agency of competent jurisdiction or court of competent jurisdiction.

19. Inadvertent production of any document or information during discovery without a designation of "CONFIDENTIAL" or "COMPETITIVELY SENSITIVE CONFIDENTIAL" will not be deemed to waive the Companies' claim to its confidential nature or estop the Companies from designating the document or information at a later date. Disclosure of the document or information by Receiving Party prior to such later designation shall not be deemed a violation of this Agreement and Receiving Party bears no responsibility or liability for any such disclosure. Receiving Party does not waive its right to challenge the Companies' delayed claim or designation of the inadvertent production of any document or information as "CONFIDENTIAL" or "COMPETITIVELY SENSITIVE CONFIDENTIAL."

20. This Protective Agreement shall become effective upon the date first above written, and shall remain in effect until terminated in writing by either party or three (3) years from the date first set forth above, whichever occurs earlier. Notwithstanding any such

termination, the rights and obligations with respect to the disclosure of Protected Materials as defined hereinabove shall survive the termination of this Protective Agreement for a period of three (3) years following the later of the Commission's final Order or Entry on Rehearing in this proceeding. The Parties agree to modify this agreement to conform to any order issued by an Attorney Examiner or the Public Utilities Commission of Ohio in this proceeding.

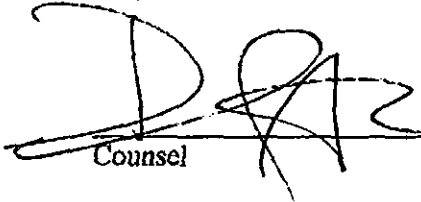
21. To the extent of any conflicts between this Agreement and any previously signed confidentiality or nondisclosure agreement related to the disclosure of information associated with the Companies' fourth electric security plan, this Agreement prevails.

22. This Agreement represents the entire understanding of the Parties with respect to Protected Materials and supersedes all other understandings, written or oral, with respect to the Protected Materials. No amendment, modification, or waiver of any provision of this Agreement is valid, unless in writing signed by both Parties.

23. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio.

Ohio Edison Company, The Cleveland
Electric Illuminating Company and The
Toledo Edison Company

BY:


Counsel

Date

8/26/2015

IGS Energy

BY: Joseph Oliker


Counsel

Date

11/21/14

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

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

NON-DISCLOSURE CERTIFICATE FOR
CONFIDENTIAL PROTECTED MATERIALS

I certify my understanding that Protected Materials may be provided to me pursuant to the terms and restrictions of the Protective Agreement, last executed 11/21/14 2014, and certify that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of Protected Materials, and any writings, memoranda, or any other form of information regarding or derived from protected materials will not be disclosed to anyone other than in accordance with the Protective Agreement and will be used only for the purposes of this Proceeding as defined in Paragraph 2 of the Protective Agreement.

Name: Joseph Olikar

Company: IGS Energy
Address: 6100 Emerald Parkway, Dublin, OH 43016
Telephone: 614-659-5069

Date: 11/21/14

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

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protected materials will not be disclosed to anyone other than in accordance with the
Protective Agreement and will be used only for the purposes of this Proceeding as
defined in Paragraph 2 of the Protective Agreement.

Name: Joseph Oliver
Company: IGS Energy
Address: 6100 Finesse Rd, Parkway, Dublin, OH 43006
Telephone: 614-650-5009
Date: 11/21/14

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THE PUBLIC UTILITIES COMMISSION OF OHIO

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protected materials will not be disclosed to anyone other than in accordance with the
Protective Agreement and will be used only for the purposes of this Proceeding as
defined in Paragraph 2 of the Protective Agreement.

Name: Matt White

Company: EGS Energy

Address: 614-6507-5079

Telephone: 326100 Emerald Pkwy, Dublin 43016

Date: 11/21/14

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

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Edison Company, The Cleveland Electric)
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Name: Math White

Company: IGS Energy

Address: 325 Beacon St, AL 6100E, 11th Fl.

Telephone: 617-659-2549 Dial 617, 0th fl.

Date: 11/21/14

Exhibit A

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

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

NON-DISCLOSURE CERTIFICATE FOR
CONFIDENTIAL PROTECTED MATERIALS

I certify my understanding that Protected Materials may be provided to me pursuant to the terms and restrictions of the Protective Agreement, last executed 12/9/14 2014, and certify that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of Protected Materials, and any writings, memoranda, or any other form of information regarding or derived from protected materials will not be disclosed to anyone other than in accordance with the Protective Agreement and will be used only for the purposes of this Proceeding as defined in Paragraph 2 of the Protective Agreement.

Name: Timothy J. Hamilton

Company: IGS Energy
Address: 6100 Emerald Parkway, Dublin OH 43016
Telephone: 614.659.5153

Date: 12/9/14

Exhibit A

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Ohio)
Edison Company, The Cleveland Electric)
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Name: Tom Scarpitti

Company: IES Energy
Address: 6100 Emerald Hwy, Dublin, OH 43016
Telephone: 614-659-5701

Date: 12/9/14

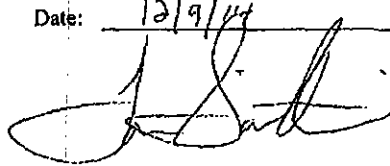


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Edison Company, The Cleveland Electric)
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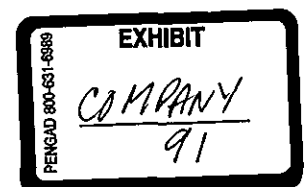
Name: [Signature]
Company: 145 Energy
Address: 6100 Emerald Pkwy, Dublin, OH
Telephone: 614-659-5218
Date: 12-9-2014

Singleton, Tamera J.

From: Singleton, Tamera J.
Sent: Friday, November 21, 2014 4:08 PM
To: 'joliker@igsenergy.com'; 'mswhite@igsenergy.com'
Cc: Marty Harvey (mtharvey@jonesday.com); Sweeney, Karen A.
Subject: 14-1279-EL-SSO Confidential and Competitively Sensitive Information (1 of 7)
Attachments: IEU Set 2-RPD-2 Attachment 1 - Competitively Sensitive Confidential.xlsx; IEU Set 1 and 2 Competitively Sensitive Confidential.pdf; SC Set 2-RPD-062 Attachment 1-Competitively Sensitive Confidential.xlsx; SC Set 2-Competitively Sensitive Confidential.pdf; SC Set 2-RPD-058 Attachment 1 - Competitively Sensitive Confidential.xls; SC Set 2-RPD-059 Attachment 1.xlsx; SC Set 2-RPD-060 Attachment 1-Competitively Sensitive Confidential.xlsx; SC Set 1-RPD-49 Supplemental-Competitively Sensitive Confidential.pdf; SC Set 1-RPD-049 Attachment 2-Competitively Sensitive Confidential-.pdf

Attached please find confidential and/or Competitively Sensitive documents related to the filing in case number

14-1297-EL-SSO. ***Please handle these documents according to the Protective Agreement.***



IGS ENERGY

THE POWER OF TOMORROW[®]

July 16, 2014

Mr. Charles Jones
Executive Vice President and President
FirstEnergy Utilities
76 South Main Street
Akron, Ohio 44308

Re: Billing and Marketing Request – Please Keep Confidential

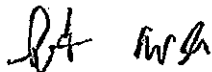
Dear Mr. Jones:

It is our understanding that currently The Cleveland Electric Illuminating Company, Ohio Edison Company, and Toledo Edison Company (collectively, "FirstEnergy") provide Home Serve USA or its dba, designee or related entity ("Home Serve") with access to the FirstEnergy customer bill for purposes of invoicing customers for Home Serve products and/or services, as well as other access to customer lists or other affinity relationships. It is also our understanding that FirstEnergy allows Home Serve to use FirstEnergy's website to advertise and enroll customers in Home Serve products. Please accept this letter as IGS Energy's and affiliated companies' (collectively "IGS") formal request of FirstEnergy be afforded the same or similar benefits as those provided to Home Serve to market and invoice warranty products and services to FirstEnergy's residential utility customer base.

It is IGS's position that providing marketing and billing services to Home Serve, and declining to provide the same services for other companies that offer substantially similar products, is a violation of Ohio Revised Code 4905.35(A) which prohibits a public utility from giving "any undue or unreasonable preference or advantage to any person, firm, corporation, or locality, or subject any person, firm, corporation, or locality to any undue or unreasonable prejudice or disadvantage." Also, it is our position that offering marketing and billing services to one company, while declining to provide those same services to a similarly situated competitor, constitutes a violation of Ohio Revised Code 4905.26 which prohibits "unjustly discriminatory" and "unjustly preferential" action by a public utility.

Thank you for your assistance with this request. I appreciate, in advance, your cooperation with resolving this matter and look forward to working with you in the future. Please feel free to contact me directly with any questions.

Sincerely,



Scott White, President
IGS Energy

cc: James Burke
Kathy Kolich





76 South Main Street
Akron, Ohio 44308

Carrie M. Dunn
Attorney

330-761-2352
Fax: 330-384-3875

August 15, 2014

VIA ELECTRONIC MAIL

Mr. Scott White
President
IGS Energy

Dear Mr. White:

This letter is in response to your July 16, 2014 letter to the FirstEnergy Utilities' Executive Vice President and President Charles Jones regarding IGS's formal request to utilize certain assets of Ohio Edison Company, The Cleveland Electric Illuminating Company and The Toledo Edison Company's (the "Companies") to market and invoice warranty products and services to the Companies' customers. The letter also alleges that the Companies are providing marketing and billing services to HomeServe without providing that same benefit to other companies in violation of Ohio Revised Code 4905.35(A).

Under their tariff, the Companies are permitted to offer to their customers' products and services. The Companies do have a program offering such services and has contracted with a vendor, HomeServe, to implement that program. HomeServe is a vendor for the Companies and is not, as the letter suggests, simply a third party to whom the Companies allow to market and invoice their customers.

In addition, the Companies chose HomeServe as a result of a public request for proposal. Any company providing similar services, such as IGS, was welcome to submit a proposal in response. This public request for proposal demonstrates that no undue preference or advantage was given to HomeServe.

Finally, the Companies have been providing these programs through a vendor for several years without concern that the programs violate their tariffs, Commission regulations or Ohio law. We are also aware that IGS raised similar concerns in Case No. 14-0689-EL-ATA and 14-0690-EL-ATA related to Duke Energy Ohio Inc.'s tariff authorizing similar programs and that the Commission did not adopt those conclusions.

I hope that this response addresses IGS's concerns. If you have any further questions, please do not hesitate to contact me.

Very truly yours,

Carrie M. Dunn

Cc: Joseph Oliker, counsel for IGS.

