

COORDINATION AGREEMENT

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

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

To Ohio Edison Company:

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

To the Certified Supplier:

Strategic Energy, L.L.C.Attn: Diane M. SmithTwo Gateway Center, 9th FloorPittsburgh, PA 15222Telephone: 412-394-6522Facsimile: 412-394-6576

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

Ohio Edison Company
Akron, Ohio

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

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Page 51 of 54

IN WITNESS WHEREOF, and intending to be legally bound thereby, OHIO EDISON COMPANY and the

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

OHIO EDISON COMPANY

By: E.T. Carey

Signature

E.T. CAREY

Print or Type Name

VICE PRESIDENT

Title

12-22-00

Date

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

By: Patrick J. Purdy

Signature

Patrick J. Purdy

Print or Type Name

Chief Operating Officer

Title

December 5, 2000

Date

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

Issued by H. Peter Burg, President

Effective: January 1, 2001

Scheduling Coordinator Designation Form

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

2.0 By submitting this form, the Certified Supplier hereby notifies FE that it has appointed the following entity to act as its Scheduling Coordinator, effective the first day of January 2000, in accordance with Section 7 of the Supplier Tariff:

Strategic Energy, L.L.C.

Scheduling Coordinator Name

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

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

4.0 FE may use the Scheduling Coordinator as the sole point of contact with the Certified Supplier in connection with FE's provision of Coordination Services to the Certified Supplier. Likewise, the Scheduling Coordinator appointed by the Certified Supplier shall be responsible for the performance of all Coordination Obligations of the Certified Supplier that are specifically delegated to said Scheduling Coordinator in this Form.

5.0 If the Certified Supplier delegates assumption of reconciliation rights and responsibilities to the Scheduling Coordinator, the Certified Supplier agrees that FE may bill the Scheduling Coordinator directly for all Coordination Service Charges attributable to the Certified Supplier, and that the Scheduling Coordinator will pay the Company such charges on behalf of the Certified Supplier in accordance with the terms and conditions of the Supplier Tariff.

6.0 The Certified Supplier and its appointed Scheduling Coordinator shall comply with all terms and conditions of the Supplier Tariff, including those pertaining to Scheduling Coordinators and to payment and billing.

7.0 All inquiries, communications, or notices by the Company relating to Certified Supplier's use of the Scheduling Coordinator designated above may be directed to the following representatives of the Certified Supplier or Scheduling Coordinator:

To the Certified Supplier:

Strategic Energy, L.L.C.

Two Gateway Center, 9th floor

Pittsburgh, PA 15222

Attention: Power Coordinators

Title: _____

Telephone: 412-394-6500

Fax: 412-394-9731

Internet e-mail: powercoordinators@se1.com

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

Issued by H. Peter Burg, President

Effective: January 1, 2001

Ohio Edison Company
Akron, Ohio

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

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To the Scheduling Coordinator:

Strategic Energy, L.L.C.

Two Gateway Center, 9th Floor

Pittsburgh, PA 15222

Attention: Power Coordinators

Title: _____

Telephone: 412-394-6500

Fax: 412-394-9731

Internet e-mail: powercoordinators@sel.com

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

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

Signature: _____

Name: Patrick J. Purdy

Title: Chief Operating Officer

Date: December 5, 2000

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

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

Issued by H. Peter Burg, President

Effective: January 1, 2001

Ohio Edison Company
Akron, Ohio

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

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Acknowledgment and Consent

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

Signature:



Name:

Patrick J. Purdy

Title:

Chief Operating Officer

Date:

December 5, 2000

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

Issued by H. Peter Burg, President

Effective: January 1, 2001

COORDINATION AGREEMENT

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

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

To Cleveland Electric Illuminating Company:

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

Cleveland Electric Illuminating Company
Cleveland, Ohio

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To the Certified Supplier:

Strategic Energy, L.L.C.

Attn: Diane M. Smith

Two Gateway Center, 9th Floor

Pittsburgh, PA 15222

Telephone: 412-394-6522

Facsimile: 412-394-6576

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

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

Issued by H. Peter Burg, President

Effective: January 1, 2001

Cleveland Electric Illuminating Company
Cleveland, Ohio

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

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

ILLUMINATING COMPANY and the Certified Supplier identified above have caused this Coordination

Agreement to be executed by their respective authorized officials.

CLEVELAND ELECTRIC ILLUMINATING COMPANY

By: 

Signature

E.T. CARBY

Print or Type Name

VICE PRESIDENT

Title

12-22-00

Date

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

By: 

Signature

Patrick J. Purdy

Print or Type Name

Chief Operating Officer

Title

December 5, 2000

Date

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

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Effective: January 1, 2001

Scheduling Coordinator Designation Form

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

To the Certified Supplier:

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

Title: _____

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

Filed pursuant to Order dated July 19, 2000 in Case No. 00-813-EL-ED1 and Case No. 99-1212-EL-BTP before
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Cleveland Electric Illuminating Company
Cleveland, Ohio

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To the Scheduling Coordinator:

Strategic Energy, L.L.C.

Two Gateway Center, 9th Floor

Pittsburgh, PA 15222

Attention: Power Coordinators

Title: _____

Telephone: 412-394-6500

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Internet e-mail: powercoordinators@sel.com

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

Signature: _____

Name: Patrick J. Purdy

Title: Chief Operating Officer

Date: December 5, 2000

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

Filed pursuant to Order dated July 19, 2000 in Case No. 00-813-EL-EDI and Case No. 99-1212-EL-ETP before
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Issued by H. Peter Burg, President

Effective: January 1, 2001

Cleveland Electric Illuminating Company
Cleveland, Ohio

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Acknowledgment and Consent

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

Signature:



Name:

Patrick J. Purdy

Title:

Chief Operating Officer

Date:

December 5, 2000

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

Issued by H. Peter Burg, President

Effective: January 1, 2001

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

3/20/2017 12:08:23 PM

in

Case No(s). 17-0791-EL-CSS

Summary: Exhibit A to the Complaint electronically filed by Ms. Rebekah J. Glover on behalf of Direct Energy Business, LLC