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**P. U. C. O. NO. S-1**

**CLEVELAND ELECTRIC ILLUMINATING COMPANY  
CLEVELAND, OHIO**

**Electric Generation Supplier Coordination Tariff**

**Issued by  
H. P. BURG  
President  
Akron, Ohio**

**Issued: January 1, 2001**

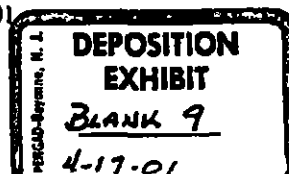
**Effective: January 1, 2001**

**Filed under authority of Order No. 00-813-EL-EDI and Order No. 99-1212-EL-ETP issued by The  
Public Utilities Commission of Ohio**

**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**



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## **DEFINITION OF TERMS AND EXPLANATION OF ABBREVIATIONS**

**Ancillary Services** – any function necessary to the provision of electric transmission or distribution service to a retail customer and includes, but is not limited to, scheduling, system control, and dispatch services; reactive supply and voltage control service from generation resources; reactive supply from transmission resources service; regulation service; frequency response service; energy imbalance service; operating reserve-spinning reserve service; operating reserve-supplemental reserve service; load following; back-up supply service; dynamic scheduling; system black start capability; and network stability service

**Bad Credit** – a Certified Supplier has Bad Credit if it is insolvent (as evidenced by a credit report prepared by a reputable credit bureau or credit reporting agency or public financial data showing liabilities exceeding assets or generally being unable to pay debts as they become due) or has failed to pay Company invoices when they become due on one or more occasions within the last thirty-six billing cycles.

**Billing Cycle** – the time frame between two regularly scheduled meter readings. Customer meter readings are obtained on a regular schedule, which is managed by the Company.

**Certified Supplier** - is an Electric Generation Supplier that has received final certification from the Commission pursuant to Ohio Revised Code Section ("R.C.") 4928.08 to provide Competitive Retail Electric Service and has received written notification of registration pursuant to Section V (E) herein.

**Charge** - any fee or charge that is billable by the Company to a Certified Supplier under this Tariff, including any Coordination Services Charge.

**Commission or The Commission** - the Public Utilities Commission of Ohio.

**Company** – Cleveland Electric Illuminating Company or FirstEnergy. All references to FirstEnergy in this Tariff are for purposes of the FERC tariffs referenced herein where FirstEnergy is acting on behalf of Ohio Edison, Toledo Edison, and Cleveland Electric Illuminating Company. Following approval and implementation of the Company's corporation separation plan, as part of its transition plan, all actions or obligations of FirstEnergy under this Tariff, if any, will be performed by the regulated utility business unit of FirstEnergy. American Transmission System Incorporated may be the Company for purposes of certain functions related to energy imbalance and other transmission related functions.

**Competitive Retail Electric Service** - retail electric generation, aggregation, power marketing, and power brokerage services supplied to Customers of the Company.



**Consolidated Billing** – a billing service where the Company bills for both the Regulated Utility Charges as well as the Certified Supplier's Charges, unless otherwise provided in the Company's tariff.

**Control Area** - has the meaning given in Section 1.6 of the FE OATT.

**Coordinated Certified Supplier** – a Certified Supplier who has appointed a Scheduling Coordinator as its designated agent for certain Coordination Services.

**Coordination Activities** - all activities related to the provision of Coordination Services.

**Coordination Agreement** – an agreement between the Company and an EGS or Certified Supplier that arranges for the provision of Coordination Services pursuant to this Tariff.

**Coordination Obligations** - all obligations identified in this Tariff relating to the provision of Coordination Services.

**Coordination Services** - those services that permit the interface and coordination between Certified Supplier and the Company in connection with the delivery of Competitive Retail Electric Service to serve Customers located within the Company's service territory including, but not limited to, Ancillary Services (offered under the FE OATT), transmission losses, and distribution losses.

**Coordination Services Charges** - all charges stated in the Charges section of this Tariff, the FE OATT and the FE Market-Based Rate Tariff that are billed by the Company (on behalf of itself or any FirstEnergy affiliate or subsidiary) for Coordination Services performed hereunder.

**Creditworthiness** – For the purpose of determining the ability of the Certified Supplier to meet its obligations related to service hereunder, the Company may require reasonable credit review procedures. This review shall be made in accordance with standard commercial practices. In addition, the Company may require the Certified Supplier to provide and maintain in effect during the term of the Coordination Agreement an unconditional and irrevocable letter of credit as security to meet its responsibilities and obligations under the Supplier Tariff, or an alternative form of security proposed by the Certified Supplier and acceptable to the Company and consistent with commercial practices established by the Uniform Commercial Code that protects the Company against the risk of non-payment and default of the Certified Suppliers.

**Customer** - any person, partnership, association, or corporation receiving Competitive Retail Electric Service from a Certified Supplier in accordance with the Restructuring Act.

**DASR (Direct Access Service Request)** – an electronic form of communication that shall be exchanged between the Company and a Certified Supplier.

**Electric Generation Supplier ("EGS")** - all of the entities set forth in R.C. 4928.08(A) and (B) that have not received either certification by the Commission or written notification of registration pursuant to Section V (E) herein.

**FERC** - the Federal Energy Regulatory Commission.

**FirstEnergy ("FE")** - the parent company of Cleveland Electric Illuminating Company (and Ohio Edison's wholly owned subsidiary, Pennsylvania Power Company), The Cleveland Electric Illuminating Company, and The Toledo Edison Company.

**FirstEnergy ("FE") Market-Based Rate Tariff** - the FE Market-Based Rate Tariff (or its successor) on file with the FERC and which sets forth the rates, terms and conditions of the sale of power by FirstEnergy and its subsidiary utility companies including any service agreement executed there under.

**FirstEnergy Open Access Transmission Tariff ("FE OATT")** - the FirstEnergy Open Access Transmission Tariff (or its successor which may be through a successor organization) on file with the FERC and which sets forth the rates, terms and conditions of transmission service over transmission facilities located in the FirstEnergy System Control Area.

**FirstEnergy System Control Center ("FE-SCC")** - the control center for the FE System Control Area or its successor.

**FirstEnergy ("FE") System Control Area** - that certain Control Area recognized by the North American Electric Reliability Council as the "FirstEnergy System Control Area."

**Interest Index** - an annual interest rate determined by the average of 1-Year Treasury Bills for September, October and November of the previous year.

**Interval Meter** - an electricity meter which records an End-use Customer's electric usage for defined intervals (e.g., 15 minutes, half-hour, hour, etc.), allowing the possibility for consumption during different time periods to be billed at different rates and providing a means for a Customer's load pattern to be analyzed.

**Meter Read Date** - the date on which the Company schedules a meter to be read for purposes of producing a customer bill in accordance with the regularly scheduled billing cycles of the Company as the same may be modified from time to time.

**Network Integration Transmission Service** - transmission service provided under Section III of the FE OATT.

**Open Access Same-Time Information System ("OASIS")** - has the same meaning as set forth in the FE OATT.

**Restructuring Act - Am. Sub. Senate Bill No. 3.**

**Regulated Utility Charges** - utility charges for noncompetitive retail electric services including, but not limited to, tariffed transmission and distribution and generation services that are under the jurisdiction of the Commission. May also include utility charges for noncompetitive gas services.

**Schedule** - a schedule for the delivery of energy for the benefit of retail customers, prepared by the Certified Supplier or its designated Scheduling Coordinator and submitted to the FE-SCC in the format prescribed by FirstEnergy.

**Scheduling Coordinator** - an entity that performs one or more of a Certified Supplier's Coordination Obligations.

**Service Agreement** - the initial agreement and any amendments or supplements thereto entered into by the Certified Supplier and the Company for service under the FE OATT and the FE Market-Based Rate Tariff.

**Standard Offer Supply** - the provision of energy and capacity by the Company to customers that (1) choose not to obtain Competitive Retail Electric Services from a Certified Supplier other than the Company, (2) return to the Company after having obtained Competitive Retail Electric Services, or (3) contract for Competitive Retail Electric Services from a Certified Supplier that breaches its obligation to deliver such energy or capacity.

**Standard Rules and Regulations** - The Company's Standard Rules and Regulations in effect as approved by the Public Utilities Commission of Ohio.

**Value Added Network ("VAN")** - a data transfer network that allows information to be sent and received electronically using an electronic mailbox. This method must meet the following minimum criteria:

- Security and/or encryption of transactions and customer information.
- Proof of transmission and receipt.
- Positive identity of sender and recipient (non-repudiation).
- Reliability.
- Data and file integrity.
- Network performance and availability.
- Recoverability and archiving of data.

## **RULES AND REGULATIONS**

### **1. THE CERTIFIED SUPPLIER TARIFF**

#### **A. Filing And Posting**

A copy of this Tariff, which comprises the Charges, Rules and Regulations and Coordination Agreement under which the Company will provide Coordination Services to Certified Suppliers, is on file with the Commission and is posted and open to inspection at the offices of the Company during regular business hours.

#### **B. Revisions**

Subject to Section II (B), this Tariff may be revised, amended, supplemented or otherwise changed from time to time in accordance with law, and such changes, when effective, shall have the same force as the present Tariff.

#### **C. Application**

The Tariff provisions apply to all Certified Suppliers providing Competitive Retail Electric Services to Customers located in the Company's service territory, including an affiliate or division of the Company that provides Competitive Retail Electric Services, and with whom the Company has executed a Coordination Agreement as required herein. An EGS which has failed to receive certification as a Certified Supplier by the Public Utilities Commission is not lawfully permitted to supply customers with Competitive Retail Electric Service. The Charges herein shall apply as well to anyone receiving service unlawfully or to any unauthorized or fraudulent receipt of Coordination Services in addition to any other remedies available

#### **D. Rules and Regulations**

The Rules and Regulations, filed as part of this Tariff, are a part of every Coordination Agreement entered into by the Company pursuant to this Tariff and govern all Coordination Activities. The obligations imposed on Certified Suppliers in the Rules and Regulations apply as well to anyone receiving service unlawfully or to any unauthorized or fraudulent receipt of Coordination Services in addition to any other remedies available to the Company.

#### **E. Statement By Agents**

No Company representative has authority to modify a Tariff rule or provision, or to bind the Company by any promise or representation contrary thereto or inconsistent therewith.

## **II. SCOPE AND PURPOSE OF TARIFF**

### **A. Scope and Purpose of Tariff**

This Tariff sets forth the basic requirements for interactions and coordination between the Company and Certified Suppliers necessary for ensuring the delivery of Competitive Retail Electric Service from Certified Suppliers to their Customers commencing on and after January 1, 2001. A Customer served by a Certified Supplier pursuant to this tariff shall remain a distribution Customer of the Company.

### **B. FERC Jurisdiction**

The inclusion of FERC-jurisdictional matters within the scope of the Tariff is intended solely for informational purposes and is not intended to accord any jurisdictional authority over such matters to the Public Utilities Commission of Ohio. Furthermore, to the extent that anything stated herein is found by FERC to conflict with or to be inconsistent with any provision of the Federal Power Act ("FPA"), or any rule, regulation, order or determination of FERC under FPA, then such FERC rule, regulation, order or determination of FERC shall control. To the extent required under any provision of the FPA, or any rule, regulation, order or determination of FERC under the FPA, the Company shall endeavor to secure, from time to time, all necessary orders, approvals, and determinations from FERC necessary to implement this Tariff.

### **III. RELATIONSHIPS AMONG CUSTOMER CHOICE PROGRAM PARTICIPANTS**

#### **A. Provision of Coordination Services**

The Company shall provide all Coordination Services, as provided herein, necessary for the delivery of a Certified Supplier's Competitive Retail Electric Services to serve retail load located within the Company's certified service territory.

#### **B. Timeliness and Due Diligence**

The Company and Certified Suppliers shall exercise due diligence in meeting their obligations and deadlines under this Tariff so as to facilitate supply of Competitive Retail Electric Service to customers.

#### **C. Duty of Cooperation**

The Company and Certified Supplier will cooperate in order to ensure delivery of Competitive Retail Electric Service to Customers as provided for by this Tariff, the Standard Rules and Regulations, the FE OATT, the FE Market-Based Rate Tariff.

#### **D. State Certification**

Certified Supplier must have and maintain in good standing a certificate from the Commission as a Certified Supplier. The Certified Supplier shall notify the Company within three (3) business days of any amendment, revocation, termination or other change in its Certification.

#### **E. Energy Procurement**

A Certified Supplier must make all necessary arrangements for supply and delivery of capacity and energy in a quantity sufficient to serve its own Customers. In the event the Certified Supplier fails to supply sufficient capacity and energy to serve its customers, the Certified Supplier shall be responsible for payment for such capacity and energy as provided in Section XV of this Tariff (Imbalance Service) and all other applicable sections of this tariff.

#### **IV. COMPANY AND CERTIFIED SUPPLIER OBLIGATIONS (GENERAL TERMS)**

##### **A. Multiple Certified Suppliers**

Only one Certified Supplier shall provide Competitive Retail Electric Service to a specific Customer's Account during any given Billing Cycle, unless otherwise provided by the Company's tariff.

##### **B. Partial Competitive Retail Electric Service**

A Customer's Account is not permitted to have partial Competitive Retail Electric Service. The Certified Supplier shall be responsible for providing the total energy consumed by the Customer's Account during any given Billing Cycle, unless otherwise provided by the Company's tariff.

##### **C. Consolidated Scheduling**

Schedules may be combined if submitted to a single dispatch center using a single class of transmission service (e.g. network service) and the transmission service, for all loads scheduled, provides for the same method of calculating energy imbalance settlements. Such consolidated scheduling shall, for example, permit the combined scheduling of retail loads across the FirstEnergy Companies in Ohio that use a single dispatch center and for combined scheduling for retail and wholesale loads under the above stated circumstances.

Combining retail and wholesale schedules is permitted only if the same method of calculating energy imbalance settlements is used for both. It is anticipated there will be different methods when competition begins, and combining schedules will not be permitted. However, there may eventually be a single method when scheduling is done by a regional transmission (RTO), and then combining schedules would be permitted, if otherwise permitted by the RTO.

#### **D. FE-SCC Services and Obligations**

1. A Certified Supplier is responsible for procuring, taking and paying for those services provided by the FE-SCC that are necessary for the delivery of Competitive Retail Electric Services to its Customers pursuant to the Service Agreement for Network Integration Transmission Service under the FE OATT and this Tariff.
2. Ancillary services will be provided by the Company to customers at the rates included in the applicable Company retail tariff. A Certified Supplier may acquire Regulation and Frequency Response, Operating Reserve – Spinning, and Operating Reserves – Supplemental from another source if it demonstrates to the Company that it meets all North America Electric Reliability Council (“NERC”) and regional requirements, and will be subject to all associated sanctions for failure to provide Ancillary Services as specified in the FE OATT. Ancillary Services provided by a Certified Supplier must be provided for all of the Customers it supplies and must be provided as long as the Certified Supplier is supplying its Customers. The Certified Supplier may not supply such services one month and then decline to supply them the next month. Failure to supply Ancillary Services will result in a suspension of the Certified Supplier's registration until resumption of such services by the Certified Supplier occurs.
3. The Certified Supplier is responsible for providing all real power losses that are necessary for the delivery of Competitive Retail Services to its Customers. The amount of losses to be provided by the Certified Supplier are as specified in the FE OATT and the Service Agreement for Network Integration Transmission. If mutually agreed, the Certified Supplier may acquire real power losses from the Company at the rate specified in the FE OATT.

#### **E. Energy Scheduling**

A Certified Supplier must make all necessary arrangements for scheduling the delivery of energy with FE-SCC.

#### **F. Reliability Requirements**

A Certified Supplier shall satisfy the reliability requirements of the Commission, or any other governmental agency or NERC or regional reliability council or their successor which apply to service provided under this Tariff.



### **G. Supply of Data**

Upon reasonable request a Certified Supplier and the Company shall supply to the other all data, materials or other information specified in this Tariff, or otherwise reasonably required by the Certified Supplier or Company in connection with the provision of Coordination Services, in a timely manner.

### **H. Communication Requirements - A Certified Supplier shall implement:**

1. A VAN and a single EDI file transfer protocol, as determined by the Company. Both data transfer methods must meet the minimum criteria of, and be endorsed by, the Company.
2. **Internet Access.** A Certified Supplier shall have appropriate software for access to the Company's secure internet site for file viewing and downloads
3. **Electronic Mail.** A Certified Supplier shall have electronic mail ("e-mail") capable of transferring energy schedules to FE-SCC.

### **I. Payment Obligation**

The Company's provision of Coordination Services to a Certified Supplier is contingent upon the Certified Supplier's payment of all charges provided for in this Tariff.

### **J. Record Retention**

A Certified Supplier shall comply with all applicable laws and the Commission rules and regulations for record retention.

### **K. Emergency Operation**

1. Transmission service shall be provided pursuant to the FE OATT. The Certified Supplier shall accept the FE-SCC determination that an emergency exists and will comply with all FE-SCC directives issued pursuant to the FE OATT
2. The Certified Supplier shall require its Customer to shed load to rectify any imbalance it has created in failing to meet its Schedule in the event that the FE-SCC is unable to secure energy/capacity. The Company shall use reasonable commercial efforts to supply the load of the Certified Supplier's customers, including the imbalance load if any. However, the Certified Supplier shall curtail its schedule to rectify any imbalance between its actual load and its lesser schedule in the event that the FE-SCC is unable to secure energy and or capacity to supply that difference in load.

3. **Emergency shutoff.** The Company has the right to curtail a Certified Supplier's schedule in order to maintain system integrity or to otherwise prevent the occurrence of a system emergency or to rectify the occurrence of a system emergency. The Company has the right to require redispatching of generation resources in accordance with the FE OATT, Section 33, Load Shedding and Curtailment to relieve an existing or potential system emergency

## **V. SUPPLIER REGISTRATION AND PARTICIPATION REQUIREMENTS**

### **A. Registration Process**

The Company shall approve or disapprove the EGS registration within thirty (30) calendar days of receipt of complete registration information from the supplier. The thirty (30) day time period may be extended for up to thirty (30) days for good cause shown, or until such other time as is mutually agreed to by the EGS and the Company.

The approval process shall include, but is not limited to: successful completion of the credit requirements and receipt of the required collateral if any by the Company, executed EDI Trading Partner Agreement and Certified Supplier Service Agreement, payment and receipt of any supplier registration fee and completion of EDI testing for applicable transaction sets necessary to commence service.

### **B. Registration for Coordination Services**

An EGS seeking to obtain Coordination Services hereunder must deliver to the Company a completed registration, consisting of the following.

1. a Coordination Agreement fully executed in triplicate by a duly authorized representative of the EGS;
2. a) for all customers served at less than 69 kV and those above 69 kV who request Network Integration Transmission Service, a Service Agreement For Network Integration Transmission Service under the FE OATT fully executed in triplicate by a duly authorized representative of the EGS;  
  
b) for Certified Suppliers supplying service to transmission level retail customers, i.e., 69 kV and above, a Service Agreement for any applicable service related provision of the FE OATT fully executed in triplicate by a duly authorized representative of the EGS;
3. a Service Agreement under the FE Market-Based Rate Tariff, fully executed in triplicate by a duly authorized representative of the EGS;
4. the EGS's Ohio sales tax identification number;
5. a copy of the EGS's certification issued by the Commission to provide Competitive Retail Electric Services to the Company's retail customers;
6. a copy of the EGS's certification application submitted to the Commission to apply for its certificate;
7. a Credit History Form, available from the Company, fully completed in duplicate; and

8. for Customers that have elected the one-bill option, a copy of the Certified Supplier's rate schedule must be provided to the Company, which will seek to implement such rate schedule within two weeks, but in no event longer than 90 days of receipt. The Company reserves the right to limit the number of rates per Certified Supplier prior to the start date of competition.
9. the EGS must demonstrate to the Company's satisfaction that its Electronic Data Interchange ("EDI") is fully functional and capable of performing the necessary data transference functions required to supply the Company with data necessary to operate its business.
10. a Service Agreement for Electronic Data Interchange Trading Partner fully executed in triplicate by a duly authorized representative of the EGS.

**C. Incomplete Registrations**

In the event the EGS fails to provide all of the information specified in Section V (B), the Company shall provide written notice to the EGS of the registration's deficiencies within ten (10) calendar days after the Company's receipt of the registration. The Company will not process an incomplete registration until the EGS corrects the deficiencies and delivers a completed registration to the Company.

**D. Grounds for Rejecting Registration**

The Company may reject a registration for Coordination Services on any of the following grounds:

1. the EGS has undisputed outstanding debts to the Company arising from its previous receipt of Coordination Services from the Company.
2. the EGS has failed to comply with payment and billing requirements specified in Rule 12 of the Tariff;
3. the Company has provided written notice to the EGS that a registration is incomplete and the EGS has failed to submit a completed registration within thirty (30) business days of deficiency notification.
4. the EGS has been rejected by the Company as not being creditworthy.
5. the EGS has failed to comply with all applicable requirements of the FE-OATT and the FE Market-Based Rate Tariff for its registration to be accepted as complete.
6. the EGS has contracted to use the services of more than one Scheduling Coordinator for service to customers within the Company's certified service territory. Use of more than one Scheduling Coordinator is not permitted.

7. The EGS has failed to execute an EDI Trading Partner Agreement, and/or has not completed EDI testing for applicable transaction sets necessary for the commencement of service.

**E. Approval of Registration**

Upon its approval of a registration for Coordination Services, the Company shall execute the Coordination Agreement tendered by the registrant and shall provide one copy to the EGS and maintain a copy for its own records. The Company shall send written notification of approval of registration to the EGS and the Commission.

**F. Identification Numbers**

Upon its approval of a registration for Coordination Services, the Company will use the assigned EGS identification number in subsequent electronic information exchange between the EGS and the Company. In addition, the Company may also assign to the EGS identification numbers that may be required by FE-SCC in connection with the submission and/or confirmation of load schedules for serving load in the Company's service territory.

**G. Commencement of Coordination Services**

Coordination Services shall commence within thirty (30) business days after the Commission issues its certification following the Company's approval of an EGS's registration for Coordination Services, provided that all of the information necessary for the Company to provide Coordination Services has been provided to the Company. Following certification by the Commission and registration with the Company, the EGS is considered a Certified Supplier, subject to compliance with this Tariff and the Commission's continuing authority.

## VI. CREDIT REQUIREMENTS

The Company will apply, on a non-discriminatory and consistent basis, reasonable financial standards to assess and examine an EGS's creditworthiness. These standards will take into consideration the scope of operations of each EGS and the level of risk to the Company. This determination will be aided by appropriate data concerning the EGS, including load data or reasonable estimates thereof, where applicable.

An EGS shall satisfy its creditworthiness requirement and receive an unsecured credit limit by demonstrating that it has, and maintains, investment grade long-term bond ratings from any two of the following four rating agencies:

AGENCY	SENIOR SECURITIES RATING (BONDS)
Standard & Poors	BBB- or higher
Moody's Investors' Services	Baa3 or higher
Fitch IBCA	BBB- or higher
Duff & Phelps Credit Rating Company	BBB- or higher

The EGS will provide the Company with its or its parent's most recent independently-audited financial statements, (if applicable) and, its or its parent's most recent Form 10-K and Form 10-Q (if applicable).

The Company shall make reasonable alternative credit arrangements with an EGS that is unable to meet the aforementioned criteria and with those EGSs whose credit requirements exceed their allowed unsecured credit limit. The EGS may choose from any of the following credit arrangements in a format acceptable to the Company: a guarantee of payment; an irrevocable Letter of Credit; a Prepayment Account established with the Company; a Surety Bond, including the Company as a beneficiary; or other mutually agreeable security or arrangement. The alternate credit arrangements may be provided by a party other than the Certified Supplier, including one or more ultimate customers. The fact that a guarantee of payment, irrevocable Letter of Credit, Prepayment Account, or Surety Bond is provided by a party other than the Certified Supplier shall not be a factor in the determination of the reasonableness of any alternative credit arrangement, as long as such party and the related credit arrangements meet the Company's standard credit requirements. The amount of the security required must be and remain commensurate with the financial risks placed on the Company by that EGS, including recognition of that EGS's performance.

The Company will make available on request its credit requirements. An EGS may appeal the Company's determination of credit requirements to the Commission or seek Staff mediation as to any dispute.

## **VII. CUSTOMER ENROLLMENT PROCESS**

### **A. Pre-Enrollment Customer Information List**

Upon request, the Company will electronically provide to any Certified Supplier the most recent Customer information list. The Certified Supplier will pay the Company \$150.00 per list for providing the list to the Certified Supplier.

The Company will offer the Customer information list to Certified Suppliers beginning in October 2000 with updates available quarterly throughout the market development period. Once the list has been updated, a Certified Supplier may not use a Customer information list from a prior quarter to contact Customers, but Certified Suppliers shall not be required to purchase subsequent lists.

The Company will provide Customers the option to have all the Customer's information listed in the section below removed from the Customer information list. At the same time the Company will also provide Customers the option to have all Customer's information listed below reinstated on the Customer information list. The Customer will be notified of his or her options quarterly throughout the market development period.

The following information will be provided on the Customer information list for each Customer who has not requested that all information be removed from this list:

- i) End-use Customer name
- ii) Service Address
- iii) Service City
- iv) Service State and Zip Code
- v) Mailing Address
- vi) Mailing City
- vii) Mailing State and Zip Code
- viii) Rate Schedule under which service is rendered, including class and sub-class (if applicable)
- ix) Rider (if applicable)
- x) Load Profile Reference Category
- xi) Meter Type (will provide information that is readily available)
- xii) Interval Meter data indicator (will provide information that is readily available)
- xiii) Budget Bill / PIPP indicator
- xiv) Meter Read Cycle
- xv) Most recent twelve (12) months of historical consumption data (actual energy usage plus demand, if available)

The Company will provide the Customer information list by either a compact disc or on a designated website. The information will be prepared and distributed in a uniform and useable format that allows for data sorting. Customers participating in the percentage of income payment plan (PIPP) program will be coordinated exclusively through the PIPP program administered by the Ohio Department of Development.

#### **B. Certified Supplier Requests for Customer Information**

Certified Suppliers may request historical Interval Meter data through a DASR after receiving the appropriate Customer authorization. The Interval Meter data will be transferred in a standardized electronic transaction. The Certified Supplier will be responsible for the costs incurred to prepare and send such data per the Schedule of Fees and Charges attached hereto.

#### **C. Direct Access Service Requests (DASRs)**

Enrollment of Customers is done through a DASR, which may be submitted only by a Certified Supplier.

*DASRs will be effective on the next Meter Read Date provided that it is received by the Company at least twelve (12) calendar days before the next Meter Read Date, unless otherwise provided in the Company's tariff.*

All DASRs will be submitted to the Company no more than thirty (30) calendar days prior to the scheduled Meter Read Date when the Certified Supplier desires the switch to occur, unless otherwise agreed upon by the parties. The Company will process all valid DASRs and send the Customer confirmation within two business days.

Simultaneous with the sending of the notice to the Customer, the Company will electronically advise the Certified Supplier of acceptance. Notice of rejection of the DASR to the Certified Supplier shall be sent in one business day, if possible, but in no event later than four (4) calendar days, and include the reasons for the rejection. The Company shall provide a rescission period as provided by the Commission's rules. If the Customer rescinds, the Company shall send a drop notice to the Certified Supplier. In the event of Customer rescission, the previous Certified Supplier will continue to serve the Customer under the same terms and conditions.

Enrollments will be processed on a "first in" priority basis based on the received date, and using contract date as the tie-breaker. Any subsequent enrollment DASRs received within the same Billing Cycle will be rejected and returned to the Certified Supplier who submitted the DASR.

To participate in the Customer Choice Program, a Customer must have an active electric service account with the Company. After the electric service account is active, a Certified Supplier may submit a DASR as described herein.



#### **D. Certified Supplier Selection**

The Certified Supplier will obtain appropriate authorization from the Customer, or from the person authorized, per Commission requirements, to act on the Customer's behalf, indicating the Customer's choice of the Certified Supplier. The authorization must provide the customer's name, address, and account number. It is the Certified Supplier's responsibility to maintain records of the Customer's authorization in order to provide documented evidence of authorization to the Company and the Commission.

A Customer may have only one firm power Certified Supplier for any billing month for each customer account with the Company. For each customer account with the Company, a Customer may not split non-interruptible generation supply between two Certified Suppliers or between the Company's Standard Offer Supply and service by a Certified Supplier during a billing month. No Customer shall be provided with Competitive Retail Electric Services by more than one Certified Supplier during the same billing month for each customer account.

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

If a Customer contacts the Company to discontinue electric service at the Customer's then current location, and initiates a request for service at a new location in the Company's service territory, the Company will notify the current Certified Supplier of the Customer's discontinuance of service for the account at the Customer's old location.

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

#### **E. Provisions relating to a Certified Supplier's Customers**

##### **1. Arrangements with Certified Supplier's Customers**

Certified Suppliers shall be solely responsible for having appropriate contractual or other arrangements with their Customers necessary to implement Competitive Retail Electric Service consistent with all applicable laws, Commission requirements, and this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

## **2. Transfer of Cost Obligations Between Certified Suppliers and Customers**

Nothing in this Tariff is intended to prevent a Certified Supplier and a Customer from agreeing to reallocate between them any Charges that this Tariff imposes on the Certified Supplier, provided that any such agreement shall not change in any way the Certified Supplier's obligation to pay such Charges to the Company, and that any such agreement shall not confer upon the Company any right to seek recourse directly from the Certified Supplier's Customer for any charges owed to the Company by the Certified Supplier.

### **F. Customer Return to Standard Offer Supply**

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

#### **Large Commercial and Industrial Customers Return to Standard Offer Rate**

Return to Standard Offer Supply will be pursuant to the Company's Standard Rules and Regulations Section XIV Return to Standard Offer Supply.

#### **Residential and Small Commercial Customers Return to Standard Offer Rate**

Residential and Small Commercial Customers return to Standard Offer Supply will be pursuant to the Company's Standard Rules and Regulations Section XIV Return to Standard Offer Supply.

## **VIII. CUSTOMER INQUIRIES AND REQUESTS FOR INFORMATION**

### **A. Customer Requests for Program Information and/or Usage Data**

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

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

The list of Certified Suppliers will be posted on a designated website. The list of Certified Suppliers will contain suppliers currently registered to enroll Customers in the Company's service territory and, until March 1, 2001, EGSs that have a registration pending with the Company. The list of Certified Suppliers will also designate, if available, which customer classes Certified Suppliers will be serving.

## **IX. METERING SERVICES AND OBLIGATIONS**

### **A. Meter Requirements**

Interval Meters will be required for Customers who select a Certified Supplier and have a maximum annual peak demand greater than or equal to 400kW in 2001-2002, 300kW in 2003, and 200kW thereafter for the most recent twelve (12) month period and for all Customers whose expected load pattern does not match one of the Company's standard load profiles.

### **B. Interval Meter Charges and Installation Process**

The Customer or Certified Supplier may request an Interval Meter for use at any account below the interval meter threshold. The Customer shall be responsible for the incremental costs of upgrading the present meter plus all incremental costs associated with the installation of required or requested interval metering.

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

A Customer that is required to have interval metering must approve a work order for Interval meter installation before it can be served by a Certified Supplier. For Customers who are required to have an Interval Meter for the requested service, service may begin, assuming an approved work order, using a Company load profile for settlement; consumption meter reads would continue to be used for billing. This would be the approach during the period between when the Customer has requested an Interval Meter and the time that the Company is able to install such a meter. Customer shall provide adequate space for such Interval metering; should provide access for meter reading, meter testing, etc.

### **C. Billing Meters**

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

#### **D. Meter Testing**

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

#### **E. Meter Reading**

The Company shall read Customer meters on a monthly basis or as otherwise provided in its Standard Rules and Regulations or in Commission regulations. It is understood that it may not be possible in some circumstances to read a Customer's meter in a particular month. In such case, the Company shall estimate the meter reading in accordance with its standard procedures and Standard Rules and Regulations, and such estimate shall constitute the meter reading for the month.

#### **F. Billing Cycles**

Meters will be read and billed on a monthly basis on a predetermined meter reading schedule. The Company uses 21 billing cycles per revenue month. Each business day<sup>1</sup> one of the cycles will be read until all 21 cycles have been read and the month is considered complete for reporting and revenue purposes. Meter reading intervals will be performed on the Company's existing schedules and will cover approximately 30 days, but may vary between 27 to 35 days. The Company may change its meter reading schedules at its discretion. If a Certified Supplier requires or requests more consumption data than is normally provided by the monthly meter reading, the additional information will be obtained provided that appropriate metering is installed by the Company and that any incremental costs are paid by the Certified Supplier.

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<sup>1</sup> "Business days" for purposes of billing cycles shall include all days in a calendar year except: Saturdays and Sundays and Company observed holidays as specified in its Standard Rules and Regulations.

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

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

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

### **H. Interval Meter Interrogation**

If a Certified Supplier wants to interrogate a Interval Meter directly, via a read-only software product, this request must be in writing to the Company and a one time fee of \$65.00 will be charged in order to password protect the billing parameters of the Interval Meter.

## **X. BILLING SERVICES AND OBLIGATIONS**

### **A. Customer Billing by the Company**

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

### **B. Company Billing for Certified Supplier**

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

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

### **C. Billing Files**

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

## **XI. CUSTOMER PAYMENT PROCESSING AND COLLECTIONS FOR CONSOLIDATED BILLING**

### **A. Company Reimbursement to Certified Supplier for Customer Payments**

Where the Company acts as the billing agent for the Certified Supplier, the Company shall reimburse the Certified Supplier for all energy charges, late fees, sales taxes, and other charges collected on behalf of the Certified Supplier at least every two weeks. The Certified Supplier assumes all risks of non-payment by a Customer and the Company is obligated to remit to the Certified Supplier only the difference between (a) amounts received from Customers taking service from the Certified Supplier and (b) any amounts owed to the Company by or with respect to such Customer, consistent with the application of payment procedures set forth in Section XI (B) below.

### **B. Application of Payment**

The Company will conduct all remittance processing of current customer charges. In the event that a Customer remits a partial payment of a bill, the remittance will be applied against the various amounts that may be due and owing to the Company and the Certified Supplier, in the order set forth in O.A.C 4901:1-10-22(I). Any amount remitted by a Customer in excess of the total due and owing the Company will be held in the Customer's account with the Company for distribution in the following billing cycle(s) or, at the Customer's request, will be refunded to the Customer. In the event that any Customer checks are returned dishonored by a bank, the corresponding debits will be applied in inverse order to the order set forth above for the application of remittances. The Company will correct any misapplied payments or transactions. The Company will also provide the Certified Supplier an electronic file consisting of Customer payments and any returned checks and/or Customer adjustments. The monthly billing statement and invoice rendered by the Company to the Certified Supplier, as described in Section XII (B) below, will include charges to be paid by the Certified Supplier for costs associated with this electronic funds transfer, as set forth in the Schedule of Fees and Charges.



**C. Certified Supplier Billing Data**

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

**D. No Certified Supplier Termination of Service**

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

## **XII. CERTIFIED SUPPLIER BILLING TERMS AND CONDITIONS**

### **A. Netting of Customer Payment and Certified Supplier Charges Billed by the Company**

If the Certified Supplier defaults and the Company is performing Consolidated Billing of Customers for the Certified Supplier, the Company reserves the right to retain the payments collected from the Customers and apply the payments to the Company's charges.

### **B. Certified Supplier Payment of Obligations to the Company**

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

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

**5. Certified Supplier's Failure To Pay.** In the event the Certified Supplier fails, for any reason other than a billing dispute as described below, to make payment to the Company on or before the due date as described above, and such failure of payment is not corrected within five (5) business days after the Company notifies the Certified Supplier to cure such failure, a breach by the Certified Supplier shall be deemed to exist. In the event of a billing dispute between the Company and the Certified Supplier, the Company will continue to provide service pursuant to the Coordination Agreement and the Tariff as long as the Certified Supplier continues to make all payments not in dispute.

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

**C. Billing for Supplier Obligations to Other Parties**

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

**D. Guarantee of Payments**

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

**E. Amount of Deposits**

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

**F. Return of Deposits**

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

**G. Interest on Deposits**

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

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

**I. Credit Information**

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

### **XIII. LOAD PROFILING AND FORECASTING**

#### **A. Customer Load and Weather Forecasting**

The Company shall make available a day-ahead forecast of total control area load to Certified Supplier. The Certified Supplier is responsible for developing an aggregated load forecast for its Customer's load. The aggregated load forecast shall include transmission and distribution losses pursuant to Section XIII (C). The aggregated load forecast is subject to the Monthly Energy Imbalance Service and Rate provisions in XV as well as all other relevant sections of this Tariff. Day-ahead weather forecasting will be provided through an Internet web site link to an applicable source. The Company has no liability for the inaccuracy of such load and weather forecasts or any party's reliance thereon.

#### **B. Forecasting Methodology**

The load forecast developed by the Certified Supplier shall conform to Sections XIII (B.1) and XIII (B.2) as well as all other relevant sections of this Tariff and the FE OATT.

##### **1. Monthly Metered Customer Forecasts**

The Company shall provide to the Certified Supplier hourly load profiles including transmission and distribution losses for the various rate classes of the Company's retail customers that do not have interval metering. The Company at its discretion may update, add, or modify the load profiles for any or all customer rate classes during the term of the Tariff on a prospective basis.

##### **2. Hourly Metered Customer Forecasts**

The Certified Supplier shall forecast its Customers' load for hourly metered Customers, adjusted for the inclusion of losses.

#### **C. Real Power Losses**

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

<b>Service Voltage Level</b>	<b>Cumulative Loss Factor</b>
138 kV	2.0%
69 kV	3.4%
23 kV to < 69 kV	3.5%
2.4 kV to < 23 kV	6.4%
< 2.4 kV	10.1%

#### **XIV. LOAD SCHEDULING**

##### **A. Whole Megawatts (MWs)**

For any hour when the entity acting as a Scheduling Coordinator supplies electric energy to its Customer it must submit a schedule. Scheduling shall be done in whole MW amounts. Scheduling of ones (1) and zeros (0) will be permitted for loads of less than one (1) MW. All Scheduling Coordinators must follow the required scheduling mechanisms in accordance with the FE OATT.

##### **B. Energy Schedules**

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

##### **C. Submitting Energy Schedules**

The format of the energy schedule shall be that provided by the Company to the Certified Supplier or its designated Scheduling Coordinator. Schedules shall be e-mailed to FE-SCC (aggregated by source of supply) no later than 10:00 a.m. of the day prior to commencement of such service. Schedules submitted after 10:00 a.m. will be accommodated if practical. In the event e-mail is unavailable, suppliers will be informed of an alternative method of communication. Separate Certified Supplier specific hourly Schedules must be provided by the Certified Supplier or its designated Scheduling Coordinator for each point of receipt to which energy is to be delivered to the FirstEnergy System. Hour-to-hour energy schedules that are to be delivered must be stated in increments of whole MW values per hour. The Company reserves the right to require a Certified Supplier or its designated Scheduling Coordinator to schedule hourly loads based upon the appropriate load profiles for the forecasted conditions.

##### **D. Energy Schedule Changes**

Schedule changes will be permitted up to twenty (20) minutes before the start of the next clock hour provided that the delivering party and receiving party both agree to the schedule modification.

#### **E. Participation through a Scheduling Coordinator**

If a Certified Supplier chooses not to interact directly with the Company for scheduling purposes, a Certified Supplier may become a Coordinated Certified Supplier by entering into a business arrangement with another Certified Supplier that will act as a Scheduling Coordinator. A Coordinated Certified Supplier may enter into this business arrangement with a Scheduling Coordinator for an individual service, such as load forecasting, or for a variety of services including assessing import capability, load forecasting, scheduling, and reconciliation rights and responsibilities. To the extent it is responsible for the following activities, the Scheduling Coordinator's assessment of import capability, load forecasting, scheduling, and reconciliation rights and responsibilities shall include its own Customers and the Customers of its Coordinated Certified Suppliers. All actions of the Scheduling Coordinator that relate to one of its Coordinated Certified Suppliers are binding on, and attributable to, said Coordinated Certified Supplier.

#### **F. Designation a Scheduling Coordinator**

To designate a Scheduling Coordinator, a Certified Supplier must provide the Company with a completed Scheduling Coordinator Designation Form, which is a part of this Tariff, fully executed by both the Certified Supplier and the Scheduling Coordinator. The Scheduling Coordinator Designation Form is not intended to supplement or replace any agency contract between a Certified Supplier and a Scheduling Coordinator.

#### **G. Change in or Termination of Scheduling Coordinator**

To change Scheduling Coordinators, or cease using a Scheduling Coordinator, a Certified Supplier shall notify the Company in writing and said notice shall specify the effective month of the change or termination. The effective day of the change or termination shall be the first day of the calendar month after the date of the notification letter unless notification is received by the Company less than ten business days before the first day of that month, in which case the effective day of the change shall be the first day of the subsequent month. In the event a Certified Supplier ceases using a Scheduling Coordinator, a Certified Supplier shall immediately resume the direct performance of all Certified Supplier obligations under this Tariff.

#### **H. Scheduling and Reconciliation through a Scheduling Coordinator**

Coordinated Certified Suppliers cannot, on an individual basis, submit Schedules or propose scheduling changes to the Company. Rather, the Scheduling Coordinator is responsible for submitting all Schedules and changes thereto on behalf of itself as well as its Coordinated Certified Suppliers. The Scheduling Coordinator shall submit separate Schedules on behalf of itself as well as its Coordinated Suppliers. The Scheduling Coordinator shall be the sole point of contact with the FE-SCC in regard to all scheduling activities, and to the FirstEnergy Competitive Retail Electric Service Certified Supplier Contracts Administrator for all reconciliation activities.

#### **I. Primary Obligations of a Coordinated Supplier**

Notwithstanding their designations of Scheduling Coordinators, each and every Certified Supplier remains primarily responsible for fully satisfying the requirements of this Supplier Tariff.

#### **J. Multiple Scheduling Coordinators**

A Certified Supplier is prohibited from contracting with multiple Scheduling Coordinators for service under this Supplier Tariff.



## **XV. TRANSMISSION AND RETAIL ENERGY IMBALANCE SERVICE**

### **A. Monthly Settlement**

Energy Imbalances will be calculated and settled within sixty (60) calendar days after the end of a calendar month, unless otherwise stated in accordance with the Company's OATT.

### **B. General Description**

The Energy Imbalance Service accounts for mismatches between the energy delivered by a Certified Supplier's Schedule for serving its Customers and the energy that was actually used by those Customers. The energy imbalance calculation shall occur after the monthly reading of Customers' meters. The Certified Supplier agrees that Energy Imbalance Service will be provided under the rates, terms, and conditions of the FE OATT. The Certified Supplier shall enter into a Service Agreement for Network Integration Transmission Service prior to providing electric service to any Company retail customers. The Company shall be the default supplier in all instances when the Certified Supplier does not meet its Customer load and the Certified Supplier shall pay the Company for such supply.

### **C. Billing**

Billing for energy imbalances shall be rendered by the Company on a monthly basis. Amounts owed by a Certified Supplier to the Company, or vice versa, shall be netted against one another and an invoice or payment, as the case may be, shall be sent by the Company in the appropriate amount. Failure by the Certified Supplier to render payment to the Company by electronic funds transfer within 14 banking days from the date of the invoice shall subject the Certified Supplier to a late penalty fee of 1-1/2% per month until paid in full. The Company shall have the right, but shall not be required, to net amounts owed by the Certified Supplier for energy imbalance against amounts owed to the Certified Supplier under the combined billing option in Section XII. If the Company does not receive written notification from the Certified Supplier of an objection to a transaction statement within fourteen (14) calendar days from the rendering thereof, said transaction statement shall be deemed conclusive and binding on the Certified Supplier.

#### **D. Metered Data Collection**

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

##### **1. Monthly Metered Customers**

Data from monthly metered Customers is collected corresponding to Customers' billing cycles. To reconcile energy mismatches on an hourly basis, the Company shall convert such meter data for Customers to equivalent hourly usage. Load profiles may be used at generation level for the inclusion of losses to derive an hour-by-hour usage.

##### **2. Hourly Metered Customers**

Data from hourly metered Customers will be collected by the Company on a monthly basis. To reconcile energy mismatches on an hourly basis, the Company will use the actual time interval data. The actual hourly metered energy consumption will be used at generation level for the inclusion of losses.

#### **E. Monthly Energy Imbalance Service**

On a calendar month basis, monthly metered Customers' actual usage and hourly metered Customers' actual usage shall be aggregated by the Company to arrive at the total hourly aggregated load for each Certified Supplier. The Monthly Energy Imbalance will be calculated for each individual Certified Supplier.

##### **1. Energy Imbalance and Unaccounted For Energy**

The total hourly aggregated load shall be used at generation level for the inclusion of losses. The hourly energy imbalance quantity shall be calculated by subtracting the Certified Supplier's hourly energy schedule submitted to the FE-SCC, including the effect of any confirmed changes to the energy schedule entered before FE-SCC deadlines from the Certified Supplier's total hourly aggregated load.

Energy Imbalance and Unaccounted For Energy will be calculated in accordance with the FE OATT.

#### **F. Rates for Energy Imbalances**

The rates for energy imbalances shall be those specified in the FE OATT and the Service Agreement for Network Integration Transmission Service or successor agreement between the Company and the Certified Supplier.

## **XVI. SCHEDULING COORDINATORS**

### **A. Designation or Change of a Scheduling Coordinator**

A Certified Supplier may only designate one Scheduling Coordinator at a time. Nothing in this Tariff shall prohibit the Scheduling Coordinator from transacting with multiple generation sources.

## **XVII. CONFIDENTIALITY OF INFORMATION**

### **A. Generally**

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

### **B. Customer Information**

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

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

### **A. Notice of Withdrawal to the Company**

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

### **B. Notice to Customers**

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

### **C. Costs for Noncompliance**

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

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

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

**1. Notice of Discontinuance to the Company**

A Certified Supplier shall provide electronic notice to the Company in a form specified by the Company of all intended discontinuance of service to Customers in a manner consistent with applicable Commission requirements.

**2. Notice to Customers**

A Certified Supplier shall provide advance notice to any Customer it intends to stop serving of such intended discontinuance in a manner consistent with any applicable Commission requirements.

**3. Effective Date of Discontinuance**

Any discontinuance will be effective only on a Meter Read Date and in accordance with the Certified Supplier switching rules in this Tariff and the Standard Rules and Regulations.

## **XIX. LIABILITY**

### **A. General Limitation on Liability**

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

### **B. Limitation on Liability for Service Interruptions and Variations**

The Company does not guarantee continuous, regular and uninterrupted supply of service. The Company may, without liability, interrupt or limit the supply of service for the purpose of making repairs, changes, or improvements in any part of its system for the general good of the service or the safety of the public or for the purpose of preventing or limiting any actual or threatened instability or disturbance of the system. The Company is also not liable for any damages due to accident, strike, storm, riot, fire, flood, legal process, state or municipal interference, or any other cause beyond the Company's control.

### **C. Additional Limitations On Liability In Connection With Direct Access.**

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

### **D. PUCO Approval of Above Tariff Language**

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

## **XX. DEFAULT, SUSPENSION, AND TERMINATION OF A CERTIFIED SUPPLIER**

### **A. Events of Breach**

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

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

### **B. Rights Upon Breach**

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



**C. Rights, Remedies, or Powers**

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

**D. Termination of Coordination Agreement**

A Coordination Agreement will or may be terminated as follows:

1. **Withdrawal of the Certified Supplier from Retail Service.** In the event the Certified Supplier ceases to participate in or otherwise withdraws the provision of Competitive Retail Electric Services to Customers in the Company's Service Territory, the Coordination Agreement between the Certified Supplier and the Company shall terminate thirty (30) days following the date on which the Certified Supplier has no more active Customers.

2. **The Company's Termination Rights Upon an Event of Violation by Certified Supplier.** Notwithstanding any other provision of this Tariff or the Coordination Agreement, in the event of a default, the Company shall serve written notice of such default in reasonable detail and with a proposed remedy to the Certified Supplier and the Commission. On, or after, the date the default notice has been served, the Company may file with the Commission a written request for authorization to terminate or suspend the Coordination Agreement. Except for default due to non-delivery, if the Commission does not act within ten business days upon receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the 11<sup>th</sup> (eleventh) business day. If the default is due to nondelivery, and if the Commission does not act within five business days upon receipt of the request, the Company's request to terminate or suspend shall be deemed authorized on the 6<sup>th</sup> (sixth) business day. Terminations or suspensions shall require authorization from the Commission. The Company shall send notices pursuant to this section by e-mail, fax, overnight mail, or hand delivery to the Commission and staff at the Commission's offices. The Company shall notify all Commissioners, the Chief of Staff, the Director of the Consumer Services Department, the Director of the Utilities Department, the Director of the Legal Department, and the Chief of the Attorney General's Public Utilities section. The Company shall send the notice to the address and fax number provided by the Certified Supplier in its Coordination Agreement.

**E. Effect of Termination of Coordination Agreement**

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

**F. Survival of Obligations**

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

**XXI. ALTERNATIVE DISPUTE RESOLUTION**

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

## **XXII. MISCELLANEOUS**

### **A. Notices**

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

### **B. No Prejudice of Rights**

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

### **C. Assignment**

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

### **D. Governing Law**

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

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

## **TECHNICAL SUPPORT AND ASSISTANCE CHARGE**

### **AVAILABILITY/APPLICABILITY**

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

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

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

### **TABLE OF CHARGES**

Per hour

\$ 53 / hr

### **CONDITIONS**

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

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

## **SCHEDULE OF FEES AND CHARGES**

### **A. Schedule of Fees to be Charged to Certified Supplier**

1. **Interval Meter Reading:** For Hourly or Sub-Hourly meter reading information in excess of that provided elsewhere in this Tariff, retrieving and processing data from Hourly or Sub-Hourly Meters - \$14.50 per Meter per read, per month.
2. **Certified Supplier Selection:** \$5.00 per Customer processing fee will be charged to the Certified Supplier for each customer selecting or switching to the Certified Supplier. The \$5.00 switching fee will not be assessed the first time a retail customer makes a voluntary choice to switch to an alternative generation supplier; such voluntary choice shall not include "opt-out" in governmental aggregation.
3. **Unscheduled Meter Read:** \$25.00 per meter read.
4. **Historical Customer Usage Data:** The Company requires Customer authorization for providing historical customer usage data over and above data normally provided for billing purposes. For historical customer usage data in excess of what is provided elsewhere in this Tariff the charges will be: Up to Twelve (12) months of monthly kW and/or kWh data - \$5.00 per account per request. One (1) month of Hourly Load Data (where available) - \$37.50 per account per request. Twelve (12) months of Hourly Load Data (where available) - \$150 per account per request.

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

**COORDINATION AGREEMENT**

- 1.0 This Coordination Agreement ("Agreement"), dated as of \_\_\_\_\_  
\_\_\_\_\_ is entered into, by and between CLEVELAND ELECTRIC ILLUMINATING  
COMPANY (the "Company") and \_\_\_\_\_  
\_\_\_\_\_ (Certified Electric Generation Supplier or "Certified  
Supplier").
- 2.0 The Company agrees to supply, and the Certified Supplier agrees to have the Company supply, all  
"Coordination Services" specified in the 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 \_\_\_\_\_.
- 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

To the Certified Supplier:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

- 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.



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

\_\_\_\_\_

Print or Type Name

\_\_\_\_\_

Title

Date

\_\_\_\_\_  
**CERTIFIED SUPPLIER COMPANY NAME**

By: \_\_\_\_\_

Signature

\_\_\_\_\_

Print or Type Name

\_\_\_\_\_

Title

Date

**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 \_\_\_\_\_, in accordance with Section 7 of the Supplier Tariff:  
\_\_\_\_\_
- 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):
- |       |  |
|-------|--|
| _____ | Load Forecasting   |
| _____ | Assessing Import Capability                              |
| _____ | Scheduling Energy Delivery                               |
| _____ | 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
Internet e-mail: \_\_\_\_\_

To the Scheduling Coordinator:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ :

Attention: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Internet e-mail: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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:

**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: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

AMIT COUNTY  
outh Main Street  
Energy Bldg., Ste. 1610  
n, OH 44308  
(330) 253-8119  
(330) 253-2250

# CEFARATTI GROUP

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LAKE COUNTY  
38123 West Spaulding  
Suite 201  
Willoughby, OH 44094  
☎ (440) 942-2373  
FAX (216) 687-0973

01-393-EL

Date: May 7, 2001

C-G File No: 4750

To: PAUL T. RUXIN, ESQ.  
901 LAKESIDE AVENUE  
CLEVELAND, OHIO 44114

RE: ENRON ENERGY SERVICES AND FIRSTENERGY CORP., ET AL.  
DEPOSITION OF: DAVID BLANK, VOLUME II

\_\_\_\_ The attached transcript(s) is/are being sent to you for filing with the Court, please return a time stamped copy of the enclosed title page in the enclosed self-addressed stamped envelope.

XXX Signature of the Deponent is required and must be signed and notarized on the Certificate where indicated; the Errata sheet must be completed, if necessary, signed and returned, along with the original executed, notarized Certificate within XXX 7 days \_\_\_\_ 30 days from the date of this memorandum.

When returning the original errata sheet to C-G, please copy all counsel.

\_\_\_\_ Please contact our office to arrange a date and time for the Deponent to read and sign his/her deposition transcript here in our office.  
(WITHIN 7 DAYS OF RECEIPT OF THIS LETTER.)

\_\_\_\_ Enclosed please find the transcript of your deposition. The Errata sheet must be completed, if necessary, signed and returned, along with the original executed, notarized Certificate within \_\_\_\_ 7 days \_\_\_\_ 30 days from receipt of this letter, or it may be filed without signature.

Cc: BENITA KAHN, ESQ.  
ARTHUR E. KORKOSZ, ESQ.  
DAVID W. HARDYMON, ESQ.

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BEFORE THE PUBLIC UTILITIES  
COMMISSION OF OHIO

01-393

IN THE MATTER OF THE

COMPLAINT OF ENRON

ENERGY SERVICES, INC.,

Complainant,

and

Case No.

FIRST ENERGY

01-393-EL-CSS

CORP., et al.,

Respondents.

- - - - -

Deposition of DAVID BLANK, called  
for examination under the statute, taken  
before me, Julie A. Hascher, a Notary  
Public in and for the State of Ohio, at  
the offices of Vorys, Sater, Seymour &  
Pease, 2100 One Cleveland Center,  
Cleveland, Ohio on Tuesday, April 17,  
2001, at 5:35 o'clock p.m.

- - - - -

## 1 APPEARANCES:

2 On behalf of the Complainant:

3 Vorys, Sater, Seymour

4 &amp; Pease, LLP,

5 by, DAVID W. HARDYMON, ESQ.

6 BENITA KAHN, ESQ.

7 52 East Gay Street

8 Columbus, Ohio 43216-1008

9 (614) 464-6400

10  
11 On behalf of the Respondents:

12 Jones, Day, Reavis &amp; Pogue,

13 by, PAUL T. RUXIN, ESQ.

14 901 Lakeside Avenue

15 Cleveland, Ohio 44114

16 (216) 586-3939

17 -and-

18 FirstEnergy,

19 by, ARTHUR E. KORKOSZ, ESQ.

20 76 South Main Street

21 Akron, Ohio 44308

22 (330) 384-5849

23 - - - -

24 ALSO PRESENT:

25 Janine L. Migden, Enron Corp.

☎ 800.694.4787

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www.cefgroup.com

1 DAVID BLANK, of lawful age,  
2 called for examination, as provided by  
3 the Ohio Rules of Civil Procedure, being  
4 by me first duly sworn, as hereinafter  
5 certified, deposed and said as follows:

6 EXAMINATION OF DAVID BLANK

7 BY-MR.HARDYMON:

8 Q. Would you state your name,  
9 please?

10 A. My name is David M. Blank.

11 Q. Mr. Blank, I'm Dave  
12 Hardymon. I'm one of the lawyers for  
13 Enron Energy Services and MidAmerican  
14 Energy in the matter that is pending  
15 before the Public Utility Commission of  
16 Ohio involving Enron Energy Services and  
17 FirstEnergy Corp.

18 Two things I would ask of  
19 you in this deposition. Number one, if  
20 I ask a question that you don't  
21 understand, would you let me know  
22 because otherwise everyone here will  
23 assume that you've understood my  
24 question and given the answer that you  
25 want to give, all right?

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1 A. I understand that.

2 Q. And secondly, will you give  
3 a spoken response to my questions,  
4 please?

5 A. Yes, I will.

6 Q. One other preliminary matter.  
7 When I use the term aggregator in my  
8 questions in this deposition, I am  
9 referring to nongovernmental  
10 aggregators, is that understood?

11 A. I'll try to remember that.

12 Q. Okay. Mr. Blank, when did  
13 you receive your law degree from  
14 Cleveland State University?

15 A. December 1977.

16 Q. And were you admitted to the  
17 bar in 1978?

18 A. In April 1978 I passed the  
19 bar exam. I was admitted shortly  
20 thereafter.

21 Q. And you are a member of the  
22 Ohio bar?

23 A. Yes, I am.

24 Q. Are you admitted in any  
25 other jurisdictions?

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1 A. No.

2 Q. Have you ever practiced law,  
3 sir?

4 A. Never formally.

5 Q. You have been employed --

6 A. However, I did file an  
7 estate tax return as an attorney for my  
8 father's estate last week.

9 Q. Thank you for that  
10 information. You have been employed  
11 full time with FirstEnergy since 1970?

12 A. As long as you define First  
13 Energy as one of the predecessor  
14 companies or inclusive of the  
15 predecessor companies, yes.

16 Q. And since November of 1997  
17 to the present you have been the  
18 manager of the rate department for  
19 FirstEnergy Corp., is that correct?

20 A. That's correct.

21 Q. Okay. Are you called upon  
22 to use your legal training in the  
23 course of performing your  
24 responsibilities as the manager of the  
25 rate department for FirstEnergy Corp.?

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www.cetgroup.com

1 A. Yes and no.

2 Q. In what way are you called  
3 upon to use your legal training?

4 A. Regularly the statutes come  
5 into play, rule-making comes into play  
6 in everything we do relating to  
7 regulated pricing and other regulated  
8 operations, so I do use the knowledge I  
9 have in that regard. However, I'm not  
10 employed as an attorney by FirstEnergy.

11 Q. You're not --

12 A. Or any of its subsidiaries.

13 Q. You've not worked in the  
14 legal department?

15 A. I have not worked in the  
16 legal department.

17 Q. You have, I take it, taken  
18 the time to keep yourself abreast of  
19 the development of Senate Bill 3 and  
20 the statutory scheme governing  
21 deregulation in Ohio?

22 A. I'll answer yes to the  
23 question to the extent that anybody can  
24 become familiar with the entirety of the  
25 statute. I know bits and pieces of it.

1 Q. And you and your staff  
2 developed the protocol that was adopted  
3 by FirstEnergy for the purpose of  
4 implementing the stipulation that arose  
5 out of the transition plan under  
6 deregulation for FirstEnergy?

7 A. I wouldn't call it  
8 deregulation, I'd call it restructuring,  
9 but with that modification, yes.

10 Q. And in developing that  
11 protocol, I take it that you made an  
12 effort to ensure that it was consistent  
13 with Ohio law with respect to  
14 deregulation or -- what was the term  
15 you used?

16 A. Restructuring.

17 Q. Restructuring.

18 MR. RUXIN: Could I  
19 have that question read back.

20 (Record read.)

21 MR. RUXIN: Mr.  
22 Hardyman, I'm reluctant to sound like a  
23 fussy knit-picker here, but I note that  
24 this is the second or third question in  
25 a row that wasn't in the form of a

1 question but was in the form of a  
2 statement. I find that sometimes that  
3 leads to confusion in the record and I  
4 wonder if you would indulge me in  
5 putting your questions in question form.  
6 I think it's safer in the long run for  
7 protection of my client at least.

8 MR. HARDYMON: I would be  
9 happy to. Please interrupt me anytime  
10 that I slip.

11 Q. Mr. Blank, in developing the  
12 protocol, did you and your staff make  
13 an effort to ensure that it conformed  
14 with Ohio law as it relates to  
15 restructuring?

16 A. In order to determine  
17 conformance with Ohio law, I relied on  
18 our legal department as the final  
19 arbiter in that regard.

20 Q. I understand. Was it  
21 important in your mind that the protocol  
22 be consistent with Ohio law on  
23 restructuring?

24 A. The whole process that we  
25 follow with restructuring has had to be

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1 consistent with Ohio law. This is no  
2 different.

3 Q. All right. Is it true that  
4 for an applicant for MSG power under  
5 the protocol to be considered an  
6 eligible supplier, they had to have a  
7 capacity sales agreement in place with a  
8 consumer?

9 THE WITNESS: Could I  
10 have that reread, please?

11 (Record read.)

12 Q. I beg your pardon, I meant  
13 to say committed capacity sales  
14 contract.

15 A. Could I refer to a copy of  
16 the protocol? I did not bring one with  
17 me.

18 Q. Of course.

19 A. Now could I have the  
20 question reread again, and I apologize.

21 Q. Let me just rephrase the  
22 question. I apologize, I should have  
23 given you a copy of that ahead of time.

24

25 Mr. Blank, is it true

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1 that under the protocol, in order for  
2 an applicant to establish a first come  
3 first served position in the queue under  
4 section 5, they had to have a committed  
5 capacity -- a capacity sales contract in  
6 place with a retail customer?

7 A. I believe that's covered in  
8 5.d (v).

9 Q. Okay.

10 A. It talks about each claim  
11 for other retail, in this case, MSG or  
12 nonMSG, must contain the following  
13 information. Then it goes on to say in  
14 (v), the time period or duration for  
15 which the claim is made, for which  
16 period the supplier must have a  
17 generation service agreement for all  
18 customers included in the claim.

19 And then generation  
20 service agreement is defined I believe  
21 on page 2 as a commitment of a customer  
22 to purchase generation from or through  
23 an eligible supplier.

24 Q. All right. And that  
25 commitment had to be a firm commitment,

1 is that correct?

2 A. It had to be a commitment of  
3 a customer to purchase generation from  
4 or through an eligible supplier.

5 Q. But it couldn't be a  
6 commitment that had contingencies in it?

7 A. It could have certainly and  
8 your client really demanded that and we  
9 acceded to that.

10 Q. What sort of contingencies  
11 would be permitted?

12 A. The contingency which was  
13 permitted was that the sales agreement  
14 could be dependent upon the allocation  
15 of MSG to that commitment.

16 Q. All right.

17 A. And it wouldn't have to be a  
18 valid contract if MSG were not committed  
19 to that agreement.

20 Q. All right.

21 A. So it was a contingency, a  
22 contingent -- it could be contingent  
23 based upon the award of MSG.

24 Q. All right. With that  
25 proviso, did the rest of the terms of



1 the contract have to be firm?

2 A. What do you mean by firm?

3 Q. There had to be a buyer and  
4 a seller identified, is that correct?

5 A. I would agree with that.

6 Q. There had to be --

7 A. Pardon me. There had to be  
8 a -- there had to be -- there had to be  
9 a commitment of a customer to purchase  
10 generation from or through an eligible  
11 supplier, so I'm going to modify my  
12 prior yes. From or through was the  
13 critical determination, not necessarily  
14 a buyer and a seller per se.

15 Q. There has to be a buyer,  
16 correct, the customer's going to  
17 purchase?

18 A. There has to be a buyer.

19 Q. And they make a commitment  
20 to purchase from an eligible supplier?

21 A. Or through an eligible  
22 supplier.

23 Q. In the instances where they  
24 make a commitment to purchase from an  
25 eligible supplier, the eligible supplier

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1 is the seller, is that correct?

2 A. I would agree with that.

3 Q. In the instances where they  
4 make a commitment to purchase through an  
5 eligible supplier, who was the seller?

6 A. I'm not sure that that had  
7 to be identified.

8 Q. All right.

9 A. I'm not sure that the  
10 protocol contemplated that that had to  
11 be identified.

12 Q. But there would be some  
13 seller?

14 A. The original seller would be  
15 -- strike that, please. At some point  
16 in the chain there's a seller.

17 Q. And there is a price,  
18 correct?

19 A. In administering the MSG  
20 program, I wasn't concerned about the  
21 price.

22 Q. Here's my question. Is it  
23 not true that for a contract to pass  
24 muster under the MSG program, there had  
25 to be a price established?

1           A. That was not something which  
2 we concerned ourselves with, that we  
3 thought that was the business of the  
4 whatever parties were to the claimant to  
5 the MSG and the customer, the retail  
6 customer. In fact we made it a  
7 specific point in discussion on this  
8 matter with suppliers that we didn't  
9 care about the price situation, that was  
10 not our business.

11           Q. You didn't want to know what  
12 the price was, correct?

13           A. I didn't want to know what  
14 the price was or what the arrangement  
15 was on whatever economic terms there  
16 were.

17           Q. Is it your testimony that a  
18 contract would have been acceptable  
19 under the MSG program if it said, for  
20 example, the seller will sell and the  
21 buyer will purchase at a price to be  
22 determined later?

23           A. In fact that -- I believe  
24 that was the case in some regards,  
25 although typically that had to do with

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1 a range.

2 Q. If there were no range  
3 specified and no formula for determining  
4 price specified, would such a contract  
5 have been acceptable under the protocol?

6 A. As I said, we didn't have to  
7 get that far. The price arrangement  
8 was not our business.

9 Q. Did FirstEnergy retain Arthur  
10 Andersen to audit the contracts under  
11 the protocol?

12 A. FirstEnergy retained Arthur  
13 Andersen to perform the duties outlined  
14 in the scope document, which I'm sure  
15 you've seen.

16 Q. To your memory, part of  
17 those duties included reviewing the  
18 contracts?

19 A. To the extent that the  
20 contract was relevant, pardon me, the  
21 terms of the contract were relevant to  
22 the establishment of the generation  
23 service agreement, I'll answer yes, but  
24 I would want to refresh myself with the  
25 protocol, or pardon me, the scope

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1 document for any specifics on that.

2 Q. All right. Isn't it true  
3 that one of the things that Arthur  
4 Andersen was charged with doing was  
5 making sure that these contracts were in  
6 fact firm agreements and not simply  
7 agreements to make agreements later?

8 A. As I said, we were -- we  
9 were attempting to determine if there  
10 was a generation service agreement, I  
11 believe it's called. We were looking  
12 for a commitment of a customer to  
13 purchase generation from or through an  
14 eligible supplier.

15 Q. And that would not include  
16 an agreement to make a commitment later,  
17 correct? It had to be a present  
18 commitment?

19 A. There had to be a present  
20 commitment to purchase generation from  
21 or through an eligible supplier, and if  
22 there were contingencies which bore upon  
23 that outside of the earlier condition  
24 precedent we talked about relative to  
25 the award of MSG, I wanted to be

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1       advised of that by the auditor so I  
2       could review that internally in order to  
3       make whatever determinations we had to  
4       make.

5               Q.   And why did you want to be  
6       advised so you could review that  
7       internally?

8               A.   The purpose of the market  
9       support generation program was to  
10      jump-start a market. It was not to  
11      prescribe as many terms as we could in  
12      determining how this market would occur.

13              We were attempting to  
14      implement the terms of the stipulation  
15      and we didn't want to over-prescribe  
16      what a supplier or a claimant for MSG  
17      could or couldn't do other than what we  
18      needed for administration of the program  
19      and for meeting the terms of the  
20      stipulation.

21              Q.   All right. You indicated a  
22      moment ago that you wanted information  
23      from Arthur Andersen so that you would  
24      be able to conduct the kind of internal  
25      review that was necessary?

1 A. I said that, yes.

2 Q. All right. What do you mean  
3 by internal review? What was the  
4 process?

5 A. I had regular meetings with  
6 my attorneys to review provisions that  
7 might be bearing on whether or not  
8 there was a generation service  
9 agreement.

10 Q. Okay. Did you receive  
11 information from Arthur Andersen that  
12 the person assigned to review the  
13 contract for IEU had a concern about  
14 some of the contingent aspects of it?

15 THE WITNESS: Would you  
16 repeat that, please.

17 (Record read.)

18 MR. RUXIN: Excuse me,  
19 of it, to what does the it refer?

20 MR. HARDYMON: Of the  
21 contract.

22 A. Are you referring to Ms.  
23 Dinie as the person assigned by Arthur  
24 Andersen?

25 Q. Yes.

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1 A. Ms. Dinie brought -- I  
2 recall Ms. Dinie brought some issues to  
3 my attention related to the IEU  
4 situation.

5 Q. Okay. And this related to a  
6 contract that IEU had, correct?

7 A. The detail escapes me about  
8 what the situation was. I knew that  
9 she had a concern and I knew that we  
10 ultimately resolved it.

11 Q. Well, she was sent to IEU to  
12 examine the contract between IEU and its  
13 members, was she not?

14 A. She was sent to determine  
15 whether there was a generation service  
16 agreement and whatever else we said in  
17 the scope document.

18 Q. And she came to you with  
19 concerns that she had about the  
20 generation services agreement that IEU  
21 had?

22 A. I recall that that happened,  
23 yes.

24 Q. One of those concerns that  
25 she had was that the generation services



1 agreement for IEU was contingent upon  
2 the execution of another agreement,  
3 isn't that correct?

4 A. I recall that, yes.

5 Q. And the other agreement --

6 A. Pardon me.

7 Q. Go ahead.

8 A. I think it was more specific  
9 than that and I don't recall the detail  
10 about the more specificity, but it  
11 wasn't quite as stark as you portrayed  
12 it.

13 Q. Well, was there another  
14 agreement, the execution of which was a  
15 contingency in the generation service  
16 agreement that IEU had with its members?

17 A. I have a faint recollection  
18 of that.

19 Q. Did you review that other  
20 agreement?

21 A. I don't recall that I did.

22 Q. Did you review the  
23 generation service agreement that IEU  
24 had with its members?

25 A. No, not in its entirety.

1 Q. You reviewed portions of it?

2 A. I'm sure that she brought  
3 portions of it to my attention which I  
4 would have looked at at the time, but I  
5 don't remember any particular portion of  
6 it at this point.

7 Q. Do you remember the portion  
8 that related to its being contingent  
9 upon the execution of a second  
10 agreement?

11 A. My recollection is she  
12 brought that piece to my attention  
13 without any document.

14 Q. All right. And are you the  
15 person who approved the generation  
16 service agreement for IEU?

17 A. I didn't approve any  
18 generation service agreement with  
19 anybody.

20 Q. Okay. Are you the person  
21 who made the decision that IEU's  
22 generation services agreement was  
23 sufficient to meet the terms of the  
24 protocol?

25 A. In consultation with my

1 attorney and based upon the advice of  
2 Ms. Dinie having reviewed the situation  
3 and done, as I recall, quite a bit  
4 additional work after our initial  
5 discussions about it, yes.

6 Q. Okay. What was Ms. Dinie's  
7 advice?

8 A. I'm trying to recall that  
9 with even -- generally and I'm not  
10 recalling it.

11 Q. Did you make any notes or  
12 memoranda that would reflect these  
13 discussions with Ms. Dinie?

14 A. I don't recall that I did.

15 Q. Did you generate any emails  
16 that would reflect these discussions  
17 with Ms. Dinie?

18 A. I don't recall anything  
19 relating to the substance. I may have  
20 created an email asking for a session  
21 with my attorney relative to something  
22 like this, but I don't recall any. I'm  
23 sure if there are any, you'll ask me to  
24 look at it.

25 Q. Mr. Blank, isn't it true

1 that the generation services agreement  
2 that IEU had with its members did not  
3 have the price term completed?

4 A. I don't know whether it did  
5 or did not.

6 Q. Isn't it true that Ms. Dinie  
7 advised you that she had a concern  
8 about the fact that the generation  
9 services agreement IEU had with its  
10 members did not have a price term  
11 completed?

12 A. I don't recall whether she  
13 did or not.

14 Q. Let me ask you this. If she  
15 had come to you with a concern about a  
16 generation services agreement that was  
17 of that nature, would you have passed  
18 it under the criteria of the protocol?

19 A. When she came to me with a  
20 concern about the existence of a  
21 generation services agreement, I asked  
22 her to determine what it would require,  
23 not just for IEU but for any claimant,  
24 what she believed would be necessary to  
25 identify --

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1 (Discussion off record.)

2 (Record read.)

3 A. -- the existence of a  
4 generation services agreement.

5 Q. Is it your testimony, Mr.  
6 Blank, that you left it to Ms. Dinie to  
7 determine whether or not there was a  
8 valid generation services agreement?

9 A. No, that isn't true.

10 Q. You made that determination,  
11 did you not?

12 A. I already testified to that  
13 in consultation with my attorney and  
14 with -- on the advice of Ms. Dinie.

15 Q. All right. In those  
16 instances where you were aware of a  
17 generation services agreement that did  
18 not have a price term, did you find  
19 them to be suitable under the terms of  
20 the protocol?

21 A. I've already testified that  
22 I wasn't concerned by a price term and  
23 I told them I wasn't concerned about a  
24 price term.

25 Q. If there was no price term

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1 at all, you would find that nevertheless  
2 to be an acceptable generation services  
3 agreement under the protocol?

4 A. I was looking for there to  
5 be a commitment of a customer to  
6 purchase generation from or through an  
7 eligible supplier.

8 Q. Mr. Blank, doesn't the term  
9 purchase imply that there will be  
10 consideration given?

11 A. Typically I would agree with  
12 you.

13 Q. And typically wouldn't that  
14 be in the form of a price?

15 A. I didn't think it was my  
16 position to establish any particular  
17 requirements relating to what purchase  
18 entailed.

19 Q. But you would require, would  
20 you not, that the circumstances or the  
21 terms under which the purchase was to  
22 occur would be sufficient to satisfy you  
23 that there was indeed going to be a  
24 purchase, wouldn't you?

25 A. We wanted there to be a

1 purchase.

2 Q. And that would require some  
3 consideration, would it not?

4 MR. RUXIN: I object.  
5 You may answer, David.

6 A. The details of the  
7 consideration as you put it could  
8 certainly be determined subsequent to  
9 the establishment of a commitment to  
10 purchase.

11 Q. So an eligible supplier  
12 could come to you with a generation  
13 services agreement that simply said  
14 there is a commitment to sell and a  
15 commitment to buy at a price that will  
16 be determined at some future date?

17 MR. RUXIN: I object  
18 again. This is -- you've gone through  
19 this many times now. He's not going to  
20 give you what you want. You might as  
21 well move on to the next thing.

22 MR. HARDYMON: I just want  
23 an answer.

24 MR. RUXIN: He's  
25 answered it.

1 THE WITNESS: Could I  
2 have the question reread, please?

3 (Record read.)

4 A. What we were looking for was  
5 a commitment of a customer to purchase  
6 generation from or through an eligible  
7 supplier.

8 Q. Okay. And a commitment is  
9 different from an expression of  
10 intention, is it not, in your mind?

11 A. Yes.

12 Q. So a letter of intent would  
13 not suffice, correct?

14 A. A letter of intent would not  
15 be sufficient.

16 Q. Okay. Mr. Blank, was there  
17 a price term in the generation services  
18 agreement that IEU had with its members?

19 MR. RUXIN: I object.

20 A. I don't recall.

21 Q. Do you recall --

22 A. In fact, I don't even know  
23 if I ever knew.

24 Q. Who's Mr. Headings?

25 A. Mr. Headings is a member of



1 the staff of the rate department for  
2 FirstEnergy.

3 Q. And does he report to you?

4 A. He reports to one of the  
5 directors that reports to me.

6 Q. Did he assist you in  
7 reviewing information that you received  
8 from Ms. Dinie about generation services  
9 agreements?

10 A. Only in the most remote way.

11 Q. Did you have any discussions  
12 with Mr. Headings about concerns that  
13 Ms. Dinie had with the IEU generation  
14 services agreement?

15 A. I don't recall that I did or  
16 did not.

17 Q. Were there any other issues  
18 that Ms. Dinie brought to your attention  
19 with regard to the IEU services  
20 agreement?

21 A. My recollection is that Ms.  
22 Dinie had some concerns with the  
23 agreement and with further investigation  
24 she was able to resolve those and to  
25 finally advise me that she had reason

1 to believe there was a generation  
2 services agreement.

3 Q. All right. Let me just try  
4 to get a list of the concerns to the  
5 best of your recollection, all right?  
6 One of them was that there was a second  
7 agreement that had to be executed,  
8 correct?

9 A. I was aware she had that  
10 concern, yes.

11 Q. One of them was about the  
12 absence of a firm price term, is that  
13 correct?

14 A. I believe that was an issue.

15 Q. Okay. One of them was about  
16 a credit issue with respect to IEU or  
17 its customers, is that correct?

18 A. I don't recall that as an  
19 issue.

20 Q. Okay. Do you recall any  
21 discussions with Ms. Dinie at all about  
22 a credit issue regarding IEU or its  
23 members?

24 A. I don't recall any.

25 Q. Do you know if anyone else

1 on your staff other than Mr. Headings  
2 dealt with Ms. Dinie with respect to  
3 review of generation supplier agreements  
4 or generation services agreements?

5 A. First, I'm not sure that Mr.  
6 Headings did except in a very remote  
7 way and it would not have been an  
8 interpretation of an agreement. If Mr.  
9 Headings would have been involved, he  
10 would have been involved in numerical  
11 issues on the size of the claims or the  
12 identity of accounts or things like  
13 that. I don't recall that any other  
14 member of my staff was involved in  
15 discussions with Ms. Dinie on these  
16 matters.

17 Q. Do you know if IEU is  
18 receiving MSG power?

19 A. I believe that IEU members  
20 are receiving IEU power through IEU.

21 Q. MSG power through IEU?

22 A. Yes.

23 Q. And how long has that been  
24 the case?

25 A. A number of weeks, I don't

1 know how many precisely.

2 Q. Is there a record or  
3 department at FirstEnergy from which we  
4 could acquire that information?

5 A. I'm sure there is.

6 Q. Do you know if the  
7 generation services agreement between  
8 IEU and its members has been fully  
9 executed?

10 A. I know that we were  
11 satisfied that there was a commitment of  
12 a customer to purchase generation from  
13 or through an electric supplier, pardon  
14 me, an eligible supplier.

15 MR. HARDYMON: Could you  
16 read my question back.

17 (Record read.)

18 A. I tried to answer the  
19 question. I can answer it again in the  
20 same way.

21 Q. Has it been fully executed?

22 A. In order to implement the  
23 protocol, to deal with the terms of the  
24 protocol and that was to determine  
25 whether there was a customer --

1 commitment of a customer to purchase  
2 generation from or through an eligible  
3 supplier, which we believe there was.

4 Q. Does that mean that you  
5 believe the generation services  
6 agreement had been fully executed?

7 A. I don't have any belief  
8 about that one way or another.

9 Q. You don't have any knowledge  
10 as to whether there's a fully executed  
11 generation services agreement between  
12 IEU and its members, is that true?

13 A. As I said, what I was  
14 concerned about was whether there was an  
15 commitment of a customer to purchase  
16 generation from or through an eligible  
17 supplier.

18 Q. Isn't that commitment  
19 expressed in the generation services  
20 agreement?

21 A. I would not be surprised in  
22 any of these arrangements with any of  
23 the claimants for market support  
24 generation for there to be multiple  
25 level situations, so you're using the

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1 word execution, perhaps I should have  
2 asked you what you meant by execution.

3 Q. I don't think that was my  
4 question, Mr. Blank.

5 MR. HARDYMON: Could you  
6 read my question back, please.

7 (Record read.)

8 A. That's one way it could be  
9 expressed. I'm sure there are other  
10 ways it could be expressed.

11 Q. IEU's application for MSG  
12 power was submitted on October 10, 2000,  
13 is that correct?

14 A. I don't believe so.

15 Q. When do you believe it was  
16 submitted?

17 A. I believe that there was an  
18 application submitted on the 19th of  
19 October. There might have been a  
20 subsequent one, I don't recall.

21 Q. Okay. As of October 19,  
22 2000, is it your testimony that there  
23 was a signed generation services  
24 agreement between IEU and its members?

25 MR. RUXIN: I object.

1           A. My testimony is that what we  
2 were looking for was a commitment of a  
3 customer to purchase generation from or  
4 through an eligible supplier and we were  
5 satisfied that there was such a  
6 commitment.

7           Q. Okay. And my question was,  
8 as of October 19, 2000, was there a  
9 signed generation services agreement  
10 between IEU and its members?

11           MR. RUXIN: I object.  
12 Assuming that signed is the same meaning  
13 as executed, Mr. Blank has responded to  
14 this question many times previously.

15           Q. Mr. Blank, your answer?

16           THE WITNESS: Can I have  
17 the question again, please.

18           (Record read.)

19           A. What we were concerned about  
20 was whether there was a commitment of a  
21 customer to purchase generation from or  
22 through an eligible supplier. And I  
23 relied upon, as I've testified, the  
24 advice of Ms. Dinie whether there was  
25 such and she advised me that there was

1 such. That's what I relied upon and I  
2 didn't go to the issue of whether there  
3 was a signature on a document or not.

4 Q. Isn't it a fact, Mr. Blank,  
5 that Ms. Dinie advised you that the  
6 generation services agreement between  
7 IEU and its members had not been  
8 completely signed?

9 A. What I recall is that Ms.  
10 Dinie advised me that she was concerned  
11 about an issue. I asked her to  
12 investigate it further and as she  
13 investigated it further, she became  
14 satisfied that there was the commitment  
15 of a customer to purchase generation  
16 from or through an eligible supplier.

17 Q. You relied upon her to make  
18 that determination, correct?

19 A. I relied upon her advice and  
20 the advice of my counsel in making that  
21 determination.

22 Q. Did the question of whether  
23 or not there was actually a signed  
24 generation services agreement play into  
25 your consideration of that question?

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1 A. I don't recall whether that  
2 matter was an issue.

3 Q. Do you recall whether you  
4 even asked the question about whether  
5 there was such a signed agreement?

6 A. I don't recall whether I did  
7 or not.

8 Q. Do you recall whether it was  
9 important to you in making your  
10 determination?

11 MR. RUXIN: I object.  
12 Let it go -- I'm going to instruct the  
13 witness not to answer after this one if  
14 you continue to pursue this line.

15 THE WITNESS: May I have  
16 the question again, please.

17 (Record read.)

18 A. What was important is  
19 whether there was a commitment of a  
20 customer to purchase generation from or  
21 through an eligible supplier, not just  
22 for IEU, but for every one of these  
23 situations with any applicant.

24 Q. As of October 19, 2000, had  
25 IEU submitted an application to

1 FirstEnergy for registration as that  
2 term is used in section 4, paragraph  
3 4.a of the protocol?

4 A. I relied on Mr. Burnell to  
5 advise me about those situations.

6 Q. Did Mr. Burnell advise you  
7 that IEU had submitted an application to  
8 FirstEnergy for registration?

9 A. Let me put it this way. He  
10 would have advised me had there not  
11 been -- had there not been eligibility  
12 and he did not advise me that there  
13 wasn't eligibility.

14 Q. And from that you assume  
15 that IEU had in fact submitted an  
16 application to FirstEnergy for  
17 registration?

18 A. I wouldn't use the word  
19 assumed.

20 Q. You concluded?

21 A. I concluded, I inferred.

22 Q. This application for  
23 registration with FirstEnergy, where  
24 would the requirements for the  
25 registration process be found?

1 A. I relied on Mr. Burnell for  
2 that detail.

3 Q. Okay. Are you familiar with  
4 the CEI supplier coordination tariff?

5 A. I'm familiar with it in very  
6 general terms and if you -- and a few  
7 specific provisions.

8 - - - - -

9 (Thereupon, Deposition  
10 Exhibit-9 was marked  
11 for purposes of  
12 identification.)

13 - - - - -

14 Q. Mr. Blank, I'm going to hand  
15 you what's been marked as Deposition  
16 Exhibit No. 9 and this for the record  
17 is PUCO No. S-1, electric generation  
18 supplier coordination tariff of  
19 Cleveland Electric Illuminating Company  
20 effective January 1, 2001, pages one  
21 through 54.

22 And Mr. Blank, I will  
23 tell you Mr. Ruxin has kindly offered a  
24 streamlined method to authenticating  
25 documents in this proceeding so I'm not

1 going to take any time here with a lot  
2 of preliminary questions.

3 Can you tell me, first of  
4 all, what the purpose of a supplier  
5 coordination tariff is, if you know?

6 A. In general terms, this  
7 document identifies the business  
8 arrangements between suppliers and in  
9 this case Cleveland Electric  
10 Illuminating Company. I'm sure there  
11 are some other parts to it as well, but  
12 in general terms that's what it's for.

13 Q. Please turn to page 13.

14 A. (Witness complies.)

15 Q. Page 13 at its top has a  
16 Roman numeral 5 heading which reads  
17 supplier registration and participation  
18 requirements, does it not?

19 A. Yes.

20 Q. And beneath that heading  
21 there is a description of a registration  
22 process, correct?

23 A. Yes.

24 Q. Is this the same  
25 registration process as is referred to

1 in paragraph 4.a of the protocol?

2 A. Not necessarily.

3 Q. Do you know whether it is or  
4 is not?

5 A. I believe that there's an  
6 independent registration process for the  
7 market support generation protocol than  
8 there is from the CRES requirements, if  
9 I can call it that, in the supplier  
10 tariff.

11 Q. And where would we find a  
12 description of the registration process  
13 for the protocol if not here in this  
14 tariff?

15 A. Again, I think that's Mr.  
16 Burnell's area. I am not familiar with  
17 that detail.

18 Q. Mr. Blank, my recollection  
19 is that Mr. Burnell testified that what  
20 appears on page 13 of this tariff is in  
21 fact the same registration process as is  
22 referred to in the protocol. I may be  
23 incorrect in that, but I believe that's  
24 correct. I'm sorry. Let's go off the  
25 record.

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1 (Discussion off record.)

2 Q. I believe I am correct in  
3 saying that Mr. Burnell's testimony was  
4 with respect to the registration process  
5 for marketers, it is described at page  
6 13 of the CEI supplier coordination  
7 tariff.

8 Do you know of any other  
9 document that would describe the  
10 registration process for marketers?

11 A. I don't know of another  
12 document. I don't know whether there  
13 is one or not.

14 Q. Would you defer to Mr.  
15 Burnell on such matters?

16 A. Mr. Burnell was responsible  
17 for the registration process.

18 Q. Would you defer to him?

19 A. For both market support  
20 generation and I believe for the CRES  
21 marketer requirements.

22 Q. And you would defer to Mr.  
23 Burnell on matters relating to the  
24 registration process?

25 A. He may have had questions

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1 which we talked about from time to  
2 time. Generally registration was his  
3 responsibility.

4 Q. Okay. Let me ask you this,  
5 Mr. Blank. Was there a separate  
6 process for aggregators as opposed to  
7 marketers and brokers?

8 MR. RUXIN: If I might,  
9 separate process for --

10 MR. HARDYMON: A separate  
11 registration process, I beg your pardon.

12 A. I believe that the  
13 registration process for marketers  
14 undoubtedly had more components to it  
15 than what was required for an  
16 aggregator.

17 Q. Why do you believe that?

18 A. Well, the aggregator  
19 typically didn't take possession and  
20 that meant there didn't really have to  
21 be any credit situation because we  
22 weren't extending credit in that regard.

23 Q. Would a broker take  
24 possession?

25 A. I don't know whether one

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1 would or wouldn't.

2 Q. By possession, do you mean  
3 take title?

4 A. That's more technical than I  
5 can testify to at this point.

6 Q. So you don't make a  
7 distinction between taking possession  
8 and taking title?

9 A. I recall that the statute  
10 refers to -- or maybe it's not the  
11 statute. One of the documents  
12 controlling the whole restructuring  
13 process deals with that and I don't  
14 recall the details of that.

15 Q. What do you mean by taking  
16 possession?

17 A. In the context that I'm  
18 using it, it would be a responsibility  
19 to make payments.

20 Q. To whom?

21 A. Ultimately to the utility.

22 Q. The utility who supplies the  
23 MSG?

24 A. Yes.

25 Q. And you're saying that the



1 aggregator does not have responsibility  
2 to make payments?

3 A. I don't know whether the one  
4 would or not, but if there wasn't going  
5 to be an intention that the aggregator  
6 made payments, there's certainly no  
7 requirement that a credit situation has  
8 to occur.

9 Q. Is there a distinction drawn  
10 between a marketer and aggregator and a  
11 broker in the protocol that you drafted?

12 A. I'm sure that there is to  
13 some extent.

14 Q. Let me invite your attention  
15 to section 4, paragraph 4.a on page 3.

16 A. I have that in front of me.

17 Q. It begins with a reference  
18 to, begin quotes, any marketer, broker  
19 or aggregator, end quotes, is that  
20 correct?

21 A. Yes.

22 Q. All right. And it goes on  
23 to explain that they can become eligible  
24 to be considered for approval for MSG  
25 if they have submitted an application to

1 become a capital C R E S, no periods, a  
2 CRES, correct?

3 A. You're mixing the words  
4 around, but those words appear either in  
5 the introduction or in 4.a.

6 Q. And then the second criteria  
7 is they must have submitted an  
8 application to FirstEnergy for  
9 registration, correct?

10 A. That's what it says.

11 Q. All right. Now, this  
12 paragraph doesn't make any distinction  
13 between a registration process for a  
14 marketer or a broker or an aggregator,  
15 does it?

16 A. There are no words in the  
17 paragraph to distinguish between the  
18 three.

19 Q. Is there anything in the  
20 protocol that would make that  
21 distinction in terms of the registration  
22 process being different for an  
23 aggregator as opposed to a marketer?

24 A. I would say only in the  
25 practical application of the protocol

1 that we weren't going to attempt to  
2 make one type of organization deal with  
3 requirements that wasn't applicable to  
4 that situation.

5 Q. I don't think I understand  
6 your testimony. What type of  
7 organization?

8 A. If there was something that  
9 a marketer was going to be responsible  
10 for that an aggregator wasn't going to  
11 be responsible for and that something  
12 particularly pertained to a marketer as  
13 opposed to an aggregator, there was no  
14 need for us in our administration of  
15 the protocol to require that both be  
16 like two peas in a pod.

17 Q. What is it that a marketer  
18 is going to be responsible for in terms  
19 of their ability to establish a first  
20 come first served place in the queue  
21 that an aggregator is not going to be  
22 responsible for?

23 A. For example, I believe a  
24 marketer is taking possession and has a  
25 payment requirement, which an aggregator

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1 may not be required to or may not have  
2 been dealing with.

3 MR. RUXIN: Excuse me.

4 THE WITNESS: May we go  
5 off the record?

6 MR. HARDYMON: I would  
7 like to have a complete answer to the  
8 question and then we can go off the  
9 record if you like.

10 MR. RUXIN: I thought  
11 he had answered it. I'm sorry, I  
12 didn't mean to interrupt the answer.

13 MR. HARDYMON: Can you  
14 read the answer back and you tell me,  
15 Mr. Blank, if this is your answer and  
16 we can take a break.

17 (Record read.)

18 THE WITNESS: I had  
19 completed my answer. If we can go off  
20 the record, I would appreciate it.

21 MR. HARDYMON: Sure.

22 (Discussion off record.)

23 MR. HARDYMON: Mr. Blank  
24 has informed us that he has a  
25 commitment at 7:00 elsewhere and we were

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1 late starting his deposition, and so we  
2 have agreed to adjourn his deposition  
3 and reconvene it at a later time, which  
4 I will discuss with Mr. Ruxin and we  
5 will hit upon a time that's agreeable  
6 to you, Mr. Blank.

7 THE WITNESS: Thank you.

8 MR. HARDYMON: Surely.

9 (Deposition adjourned at  
10 6:37 p.m.)

11 - - - - -

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1 CEFARATTI GROUP FILE NO. 4750

2 CASE CAPTION: ENRON ENERGY SERVICES AND  
3 FIRST ENERGY CORP., ET AL.

4 DEPONENT: DAVID BLANK

5 DEPOSITION DATE: APRIL 17, 2001

6  
7 (SIGN HERE)

8 The State of Ohio, )

9 County of Cuyahoga ) SS:

10 Before me, a Notary Public in and  
11 for said County and State, personally  
12 appeared DAVID BLANK who acknowledged  
13 that he/she did read his/her transcript  
14 in the above-captioned matter, listed  
15 any necessary corrections on the  
16 accompanying errata sheet, and did sign  
17 the foregoing sworn statement and that  
18 the same is his/her free act and deed.

19 IN TESTIMONY WHEREOF, I have  
20 hereunto affixed my name and official  
21 seal at \_\_\_\_\_, this \_\_\_\_\_  
22 day of \_\_\_\_\_, A.D. 2001.

23  
24 \_\_\_\_\_  
25 Notary Public Commission Expires

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ERRATA SHEET

<u>PAGE</u>	<u>LINE</u>	<u>CORRECTION</u>
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## CERTIFICATE

State of Ohio )

SS.:

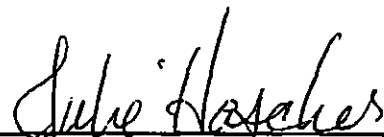
County of Cuyahoga )

I, Julie A. Hascher, a Notary Public within and for the State of Ohio, duly commissioned and qualified, do hereby certify that the within named witness, was duly sworn to testify the truth, the whole truth and nothing but the truth in the cause aforesaid; that the testimony then given by the witness was by me reduced to stenotypy in the presence of said witness; afterwards transcribed, and that the foregoing is a true and correct transcription of the testimony so given by the witness.

I do further certify that this deposition was taken at the time and place in the foregoing caption specified.

I do further certify that I am not a relative, counsel or attorney for either party, or otherwise interested in the event of this action.

IN WITNESS WHEREOF, I have  
hereunto set my hand this 15th day of  
April, 2001.



Julie A. Hascher, Notary Public  
within and for the State of Ohio

Commission expires November 3, 2004.

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<p align="center"><b>V</b></p> <p>v 10:8,14 valid 11:18 24:8 very 30:6 38:5 Vorys 1:18 2:3</p>	<p>1970 5:11 1977 4:15 1978 4:17,18 1997 5:16</p>		
<p align="center"><b>W</b></p> <p>W 2:5 want 3:25 14:11,13 15:24 17:5,15 26:20,22 wanted 16:25 17:22 25:25 wasn't 7:25 13:20 20:11 24:22,23 37:13 44:4 46:3,10 way 6:2 28:10 30:7 31:20 32:8 33:8 37:9 ways 33:10 week 5:8 weeks 30:25 well 19:11 20:13 26:21 39:11 42:18 were 4:16 11:18 14:4,16 15:2,21 16:5,8,9,11,22 17:13 24:16 27:4 28:17 31:10 34:2,4,19 47:25 weren't 42:22 46:1 WHEREOF 49:19 whole 8:24 43:12 witness 9:9 18:15 27:1 34:16 36:13,15 39:14 47:4,18 48:7 wonder 8:4 word 33:1 37:18 words 45:3,4,16 work 22:4 worked 6:13,15 wouldn't 7:7 11:17 25:13,24 37:18 43:1</p>	<p align="center"><b>2</b></p> <p>2 10:21 2000 33:12,22 34:8 36:24 2001 1:21 38:20 49:5,22 2100 1:19 216 2:16</p> <p align="center"><b>3</b></p> <p>3 6:19 44:15 330 2:22 384-5849 2:22</p> <p align="center"><b>4</b></p> <p>4 37:2 44:15 4.a 37:3 40:1 44:15 45:5 43216-1008 2:8 44114 2:15 44308 2:21 464-6400 2:9 4750 49:1</p> <p align="center"><b>5</b></p> <p>5 10:4 39:16 5.d 10:8 5:35 1:21 52 2:7 54 38:21 586-3939 2:16</p> <p align="center"><b>6</b></p> <p>6:37 48:10 614 2:9</p> <p align="center"><b>7</b></p> <p>7:00 47:25 76 2:20</p>		
<p align="center"><b>0</b></p> <p>01-393-EL-CSS 1:9</p>	<p align="center"><b>9</b></p> <p>9 38:16 901 2:14</p>		
<p align="center"><b>1</b></p> <p>1 38:20 10 33:12 13 39:13,15 40:20 41:6 17 1:20 49:5 19 33:21 34:8 36:24 19th 33:18</p>			

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01-393-Ex-SS

Mr. David M. Blank  
Manager – Rate Department  
FirstEnergy Corp.  
76 South Main Street  
Akron, Ohio 44308

November 9, 2000

Dear Mr. Blank:

This letter confirms our arrangements to apply certain agreed-upon procedures to the Customer Accounts (or Contracts) (as defined in the attached Exhibit I) for the purpose of assisting FirstEnergy Corp. (the Company) in connection with its review of Supplier Claims (as defined in the attached Exhibit I) for Market Support Generation (MSG) in accordance with the Protocol outlined by FirstEnergy Corp. for the suppliers.

We understand that the lists of irregular and valid Customer Accounts from which we will be working are the responsibility of FirstEnergy Corp. and thus the integrity of such lists are the responsibility of the Company. We also understand that the Company's ultimate objective is to determine the validity of the Suppliers' Claims in accordance with the Protocol outlined by FirstEnergy Corp. for the suppliers. Achieving that objective is also the responsibility of the Company.

Andersen's Responsibilities and Limitations

The objective of our work is to provide you with a summary of our work, describing our procedures and findings. Our engagement will be performed in accordance with standards established by the American Institute of Certified Public Accountants. Our work cannot be relied upon to disclose errors, fraud or illegal acts that may exist and which might have been detected had we performed an audit in accordance with generally accepted auditing standards. Pursuant to professional standards, in the unusual event that we are unable to complete our work, we may decline to issue a summary of our work or a written report, if so requested. If you request a written report, we expect such a report to be similar to the draft attached to this letter.

The procedures we are to perform are set forth in the attached Exhibit I and have been agreed to by FirstEnergy Corp. The responsibility for determining the sufficiency of the procedures for their purposes is solely the responsibility of the Company and the specified employees of the Company that will use our work.

Our procedures and findings will not constitute a legal determination of the suppliers' compliance with the requirements of the Protocol. In addition, we will make no representations regarding questions of legal interpretation of the provisions contained within the Customer Contracts (as defined in the attached Exhibit I).





Mr. David M. Blank  
November 9, 2000  
Page 1

If you request a written report, our report will state that (1) the sufficiency of those procedures is solely the responsibility of FirstEnergy Corp. and that we make no representation regarding the sufficiency of those procedures for your or the users' purposes, (2) the procedures do not constitute an audit (or examination) in accordance with professional standards and had we been engaged to perform additional procedures or an audit (or examination) in accordance with professional standards, matters might have come to our attention that would have been reported and (3) it is restricted to the parties named therein and may not be used or referred to for any other purpose.

In addition, if you request a written report, our report will state that our procedures and findings do not constitute a legal determination of the suppliers' compliance with the requirements of the Protocol. Our report will also state that we make no representations regarding questions of legal interpretation of the provisions contained within the Customer Contracts (as defined in the attached Exhibit I).

Our work is not designed to detect whether any systems are Year 2000 compliant nor to assess the potential impact of the Year 2000 issue on the lists of irregular and valid Customer Accounts from which we will be working. Further, we have no responsibility with regard to the Company's efforts to make its systems, or any other systems (such as those of the Company's vendors, service providers or any other third parties), Year 2000 compliant or provide assurance on whether the Company has addressed or will be able to address all of the affected systems on a timely basis. This is the responsibility of management.

The working papers prepared in conjunction with our work are the property of our Firm, constitute confidential and proprietary information, and will be retained by us in accordance with our Firm's policies and procedures.

Should circumstances arise that prevent us from completing the agreed-upon procedures, we will so notify you so that alternative arrangements can be made and so that you will have an opportunity to consider whether you wish us to perform any additional procedures. We are not currently aware of such circumstances.

#### Management's Responsibilities and Representations

The management of the Company is responsible for making available to us all records and related information and personnel with information of relevance to our engagement.

Mr. David M. Blank  
November 9, 2000  
Page 2

We will require a representation letter from FirstEnergy Corp. concerning the completeness and accuracy of the lists of irregular and valid Customer Accounts from which we will be working. Because of the importance of management's representations to our work, FirstEnergy Corp. agrees to release Arthur Andersen LLP and its personnel from any liability and costs relating to our services under this letter attributable to any misrepresentations by management.

#### Fees and Billing Arrangements

Our fees will be based upon the experience levels and time required to complete our work, plus out-of-pocket expenses. This estimate assumes we will receive appropriate assistance from your staff in the preparation of schedules and other matters. Interim billings will be submitted as the work progresses, and a final bill will be submitted following the delivery of our summaries of findings (or written report, if so requested). Billings are payable upon receipt.

Except to the extent finally determined to have resulted from Arthur Andersen LLP's (Andersen) gross negligence or willful misconduct: (1) Andersen's maximum liability to FirstEnergy Corp. for any reason, including Andersen's negligence, relating to the services under this letter shall be limited to the fees paid to Andersen for the services or work product giving rise to liability and (2) FirstEnergy Corp. will indemnify and hold harmless Andersen and its personnel from any claims, liabilities, costs and expenses arising for any reason, including Andersen's negligence, relating to the services under this letter.

Neither party to this arrangement letter will assign, transfer or sell, directly or indirectly, to any third person, any claims against the other party arising out of this arrangement letter.

This arrangement letter reflects the entire agreement between the Company and Andersen relating to the services covered by this letter. It replaces and supersedes any previous proposals, correspondence and understandings, whether written or oral. The agreements of the Company and Andersen contained in this arrangement letter shall survive the completion or termination of this arrangement letter.

#### Acknowledgement

Please confirm your agreement with the foregoing by signing a copy of this letter and returning it in the enclosed self-addressed envelope.

-----

Mr. David M. Blank  
November 9, 2000  
Page 3

We are pleased to have this opportunity to be of service to you and assure you that this engagement will be given our close attention.

Very truly yours,

Agreed and acknowledged:

FirstEnergy Corp.

By \_\_\_\_\_  
David M. Blank, Manager – Rate Department

Date \_\_\_\_\_

# AGREE UPON PROCEDURES WORK PROGRAM

CLIENT: FirstEnergy Corp.

Exhibit I

WORK: MSG Supplier Claims Review

DATE: November 9, 2000

DESCRIPTION OF WORK TO BE COMPLETED	WORK COMPLETED	
	W/P REF.	BY
<p>The work you have engaged us to perform in accordance with our job arrangement letter with you, dated November 9, 2000, is outlined below. We understand that FirstEnergy has reviewed the MSG Supplier Claims (as defined below) for duplicate, ineligible, invalid and/or inactive Customer Accounts (or Contracts, as defined below) within and amongst each Supplier Claim. FirstEnergy's definitions of duplicate, ineligible, invalid and inactive Customer Accounts are attached hereto for reference purposes. In performing its review, FirstEnergy segregated each Supplier Claim into two lists - the believed irregular Customer Accounts and the believed valid Customer Accounts. The believed irregularities consist of the ineligible, invalid and/or inactive Customer Accounts identified by FirstEnergy. These lists will be presented directly to the suppliers for resolution. Arthur Andersen will review the believed valid Customer Accounts (which include the duplicates) based on the following work program.</p> <p><b>Supplier Claim</b> - A supplier's request for available generation capacity submitted in accordance with the Protocol outlined by FirstEnergy for the suppliers. A claim may contain up to 10,000 customer accounts/contracts (as defined below), all of which must be "claiming" capacity for the same duration.</p> <p><b>Customer Account (or Contract)</b> - An individual customer account (or contract) that is included in a Supplier Claim.</p> <ol style="list-style-type: none"> <li>1. For each Supplier Claim, obtain from FirstEnergy the listings of the believed irregular Customer Accounts and the believed valid Customer Accounts.</li> <li>2. For each Customer Account on the listings of the believed valid Customer Accounts, obtain from the supplier access to the related written, signed contract between the supplier and the customer. For the contracts tested in steps 3. and 4. below, ensure the contracts are signed by both parties.</li> <li>3. In connection with step 4. below, review the terms of the Customer Contracts and identify all provisions within the Customer Contracts that may bear upon the determination that the supplier has a contract (or alternative form of verification consistent with the verification required by the PUCO for CRES certification) with the retail customer as of the date that the Supplier's Claim was made. In performing this review, be alert for provisions within the Customer Contracts that may indicate that the Customer Contracts are not legal, binding commitments (a committed capacity sale). For instance, if executory provisions, or a "letter of intent" or "option" to negotiate or enter</li> </ol>		

# AGREE UPON PROCEDURES WORK PROGRAM

CLIENT: FirstEnergy Corp.

Exhibit I

WORK: MSG Supplier Claims Review

DATE: November 9, 2000

DESCRIPTION OF WORK TO BE COMPLETED

WORK COMPLETED

W/P  
REF.

BY

into a contract, are provided for in the Customer Contracts. Document the location(s) of such provision(s) within the Customer Contracts and document the concern(s) with such provision(s).

Based on our discussions with you, it is our understanding that in performing the above, Customer Contracts that are conditioned solely upon the approval for receipt of MSG or non-MSG capacity shall be considered legal binding contracts unless the Customer Contracts contain other provisions that may call into question the legal commitment.

4. Review the listing of believed valid Customer Accounts and compare for consistency the following information on the listing to the related written contracts between the supplier and the customers.

A. Customer account number

B. Customer name

C. Service address

D. Type of customer/generation claimed (residential vs. non-residential and MSG vs. non-MSG)

E. Duration (period)

Continue to compare for consistency the information regarding the Customer Contracts on the listing of believed valid Customer Accounts to the related written contracts between the supplier and the customer until either:

- Customer Contracts within the following scopes have been reviewed
  - All Customer Contracts with capacity claims equal to or greater than 1,000 kW,
  - 33% of Customer Contracts (systematically selected) with capacity claims equal to or greater than 200 but less than 1,000 kW, and
  - 10% of Customer Contracts (systematically selected) with capacity claims less than 200 kW; OR

## AGREE UPON PROCEDURES WORK PROGRAM

CLIENT: FirstEnergy Corp.  
T:

## Exhibit I

WORK: MSG Supplier Claims Review                      DATE: November 9, 2000

DESCRIPTION OF WORK TO BE COMPLETED	WORK COMPLETED		
	W/P REF.	BY	

- For claims in the “other retail” category (i.e., non-residential), upon consideration of the review results for the Customer Contracts reviewed in steps 3. and 4., it can be determined that the supplier does not have written contracts for at least 5% of the total quantity of generation capacity claimed in the Supplier Claim containing those Customer Contracts.

5. Prepare a summary of the results of our work.
6. Report to FirstEnergy the results of our work.
7. Draft a representation letter regarding the procedures that have been agreed upon and obtain a signed copy from FirstEnergy.

**Procedures for Testing Municipal Aggregator Claims - added December 19, 2000 based on discussions with FirstEnergy Corp. during the weeks of December 11, 2000 and December 18, 2000**

1. For each 2. Municipal Aggregator, obtain from such aggregator documentation giving the Municipal Aggregator the right to act as an aggregator (i.e., city ordinances, election results verifying voter approval, etc.).
3. For each Municipal Aggregator, obtain an understanding of the process such aggregator undertook in order to identify the city residents that were sent marketing materials and opt-out mailing(s). Review such marketing materials and opt-out mailings.
4. For each Municipal Aggregator, obtain the opt-out period.
5. If the MSG related to a municipal aggregation program was claimed by a supplier (versus the city itself), review the contract between the supplier and the city as outlined in step #3 at the top.
6. For each 7. municipal aggregation claim, obtain from FirstEnergy the listings of the believed irregular Customer Accounts and the believed valid Customer Accounts.

# AGREE UPON PROCEDURES WORK PROGRAM

CLIENT: FirstEnergy Corp.

Exhibit I

WORK: MSG Supplier Claims Review

DATE: November 9, 2000

DESCRIPTION OF WORK TO BE COMPLETED	WORK COMPLETED	
	W/P REF.	BY
<p>8. For each 9. Municipal Aggregator, obtain access to the opt-out forms returned by the city residents/businesses. Systematically select a sample from such opt-out cards in order to test at least 3% of the opt-out card population.</p> <p>10. For each opt-out form selected via the systematic selection, review the listings obtained from FirstEnergy (in step #5 directly above) of the believed irregular Customer Accounts and the believed valid Customer Accounts in order to determine if the account(s) identified on such opt-out forms were properly excluded from the related municipal aggregation claim(s).</p> <p>11. Prepare a summary of the results of our work.</p> <p>12. Report to FirstEnergy the results of our work.</p>		

Supplier Code	Claim No	Comp Code	Custom	Claim Type	Acc Type	Original Account No	Converted Account No	Customer Name
SUP LINE	CLAIM	CO	CAT	TYPE	RATE	ORIGINAL	CONVERTED	CUSTOMER
1	1917 CEI	O	M	L				
2	1917 CEI	O	M	L				
3	2434 CEI	O	M	L				
4	1928 CEI	O	M					

Contract Start Date	Contract End Date	Threat	Request Error
CONTRACT START DATE	CONTRACT END DATE	ERROR	REQ CAP
01/01/01 12:00 AM	12/31/02 12:00 AM	Invalid Account Number	2 CINTR-00010
01/01/01 12:00 AM	12/31/02 12:00 AM	Invalid Account Number	2 CINTR-00010
01/01/01 12:00 AM	12/31/05 12:00 AM	Invalid Account Number	2,107, CINTR-00010
		Invalid Status All Contracts for Claim	CINTR-00065





# **MSG CLAIM ERRORS**

## **INVALID ACCOUNT NUMBER**

**DEFINITION** – FirstEnergy is unable to match the account number submitted by the supplier with an account number contained in the FirstEnergy CIS records.

## **INACTIVE CUSTOMER STATUS**

**DEFINITION** - the account number (per FirstEnergy CIS records) included in a supplier's claim is coded as "Inactive". Inactive means that FirstEnergy is no longer issuing a bill for this account number because the customer has discontinued service.

## **INELIGIBLE CUSTOMER ACCOUNT FOR CLAIM**

**DEFINITION** – a residential account that is included in a claim that a supplier has submitted in the Other Retail claim pool; or a non-residential account contained in a claim submitted in the Residential claim pool.

## **DUPLICATE ACCOUNT DETECTED**

**DEFINITION** – accounts having the same account number (per FirstEnergy Customer Information System records) that are included more than once in the same claim or in more than one claim for the same time period. Claims may be by the same supplier or from different suppliers. The MSG/Non-MSG categorization is ignored in making this determination.

**EXHIBIT**

# MSG CLAIM ERRORS

## INVALID ACCOUNT NUMBER

**DEFINITION** – FirstEnergy is unable to match the account number submitted by the supplier with an account number contained in the FirstEnergy CIS records.

## INACTIVE CUSTOMER STATUS

**DEFINITION** - the account number (per FirstEnergy CIS records) included in a supplier's claim is coded as "Inactive". Inactive means that FirstEnergy is no longer issuing a bill for this account number because the customer has discontinued service.

## INELIGIBLE CUSTOMER ACCOUNT FOR CLAIM

**DEFINITION** – a residential account that is included in a claim that a supplier has submitted in the Other Retail claim pool; or a non-residential account contained in a claim submitted in the Residential claim pool.

## DUPLICATE ACCOUNT DETECTED

**DEFINITION** – accounts having the same account number (per FirstEnergy Customer Information System records) that are included more than once in the same claim or in more than one claim for the same time period. Claims may be by the same supplier or from different suppliers. The MSG/Non-MSG categorization is ignored in making this determination.



**Mahorn, Jeanne A.**

---

**From:** Janine.Migden@enron.com  
**Sent:** Tuesday, April 10, 2001 4:32 PM  
**To:** Kahn, Benita A.  
**Subject:** MSG second round review



definitions of errors.doc



ENR error accts in  
claims.xls



ENR dup accts in  
claims.xls

not sure there's much here.

----- Forwarded by Janine Migden/NA/Enron on 04/10/2001 03:30 PM -----

denise.r.dinie@us.arthuran  
dersen.com  
To: nschwart@enron.com  
cc: jmigden@enron.com  
01/08/2001 12:44 PM Subject: MSG second round review

Hi Nicole!

Hope all is well. I have completed most of my second round reviews of the MSG claims and have just a few follow up questions/actions for you.

In reviewing the contract with [REDACTED], I noted that the customer signed the contract on 11/17/00 (as per the signature page). The claim for this customer was submitted on 11/9/00, which leads me to believe that Enron believed it had established some sort of a customer relationship with this customer prior to 11/9/00. What support do you have to verify that some sort of a supplier-customer relationship was established before 11/9/00 between Enron and [REDACTED]

In reviewing the contract with [REDACTED] noted that the signature page had been entirely redacted, including the signature. Would you please fax to me the signature page. Please send the fax to 216-774-6850.

I have attached below an error report and a duplicate report for the Enron claims reviewed during this second round. My understanding is that the errors are now appearing on the FirstEnergy MSG website on a daily basis. As a result, you may have already corrected many (or all) of the errors. In order to facilitate the approval process, you may want to double check the attached error list to ensure all errors that require (required) attention have either been corrected or canceled. I also understand that the website DOES NOT flag duplicates. Thus, the duplicates in the attached list still need to be

)  
resolved. Please keep in mind that duplicates can occur in one of two ways  
- an  
account submitted twice by the same supplier, either in the same claim  
number or  
in different claim numbers OR an account submitted by two different  
suppliers.  
If the duplicate is due to you submitting an account number twice, it would  
facilitate things for you to cancel one of the submissions of that  
particular  
record. If the duplicate is due to another supplier claiming the same  
account  
as Enron, you will be contacted in the near future with further  
information.

Please let me know if you have further questions. Thanks!

Denise

(See attached file: definitions of errors.doc) (See attached file: ENR  
error  
accts in claims.xls) (See attached file: ENR dup accts in claims.xls)

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the message to such person), you may not copy or deliver this message to  
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In such case, you should destroy this message and kindly notify the sender  
by  
reply email. Please advise immediately if you or your employer do not  
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Internet email for messages of this kind. Opinions, conclusions and other  
information in this message that do not relate to the official business of  
my  
firm shall be understood as neither given nor endorsed by it.

(See attached file: definitions of errors.doc)  
(See attached file: ENR error accts in claims.xls)  
(See attached file: ENR dup accts in claims.xls)

## DUPLICATE ACCOUNT CLAIMS

LINE	SUPPL.	SUPPL CLAIM NO.	Original CLAIM ENTERED	Original CUSTACCTNO	CIS	Custacctno	Submission DATE	CO	CAT	Claim TYPE	Customername	AccRequested AC REQ	Startdate	Enddate
			ACCT NO	ACCT NO			SUBMITTED					TYR CAP	START DATE	END DATE
1	ENR	1917	[REDACTED]	[REDACTED]		[REDACTED]	01 11/29/00 04:27 PM	CEI	O	M	[REDACTED]	L	98. 01/01/01 12:00 AM	12/31/02 12:00 AM
2	ENR	1917	[REDACTED]	[REDACTED]		[REDACTED]	29/00 04:27 PM	CEI	O	M	[REDACTED]	L	88. 01/01/01 12:00 AM	12/31/02 12:00 AM

# First-In, First-Out Claim Validation Queue

Row No.	Suppl Code	Comp. Code	Cust. Colpa	Claim Type	Start Date	Submitt Date	Claim No.	Status Code	Original Rqst.	Rqst. mW	Validated mW	Claim Error	Avail. mW	Remain. Rqst mW	Remain. Valid. mW
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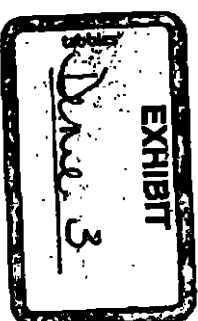
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78 South Main Street  
Akron, Ohio 44308

David M. Blank  
Manager, Rate Department

330-384-5451

November 9, 2000

Dear Certified Electric Retail Supplier:

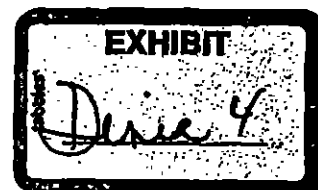
You have submitted a claim to FirstEnergy Corp. for Market Support Generation made available pursuant to the Stipulation and Recommendation approved in the Opinion and Order of the Public Utilities Commission of Ohio on July 19, 2000, in Case No. 99-1212-EL-ETP.

Consistent with the Protocol for First-Come-First-Served Claims for Market Support and Non-Market Support Generation ("Protocol"), FirstEnergy is implementing the Approval Process set out in Section 6 of the Protocol, including the verification of the existence of a contract and the confirmation of the relevant parameters (account number, customer identification, duration and size of load) identified in the Protocol. To effect this process, FirstEnergy has engaged its independent outside auditor, Arthur Andersen, to audit and review the retail contracts that support your MSG claim.

The dates available to conduct the audit process are November 14 through November 17, and November 20. You should contact Ms. Denise Dinie at Arthur Andersen directly (216-348-2759) to schedule the time for this audit activity and make other necessary arrangements. The schedule for auditing will be established on a "first-come-first-served" basis with respect to the order in which the auditor is contacted to make arrangements. To the extent that the documents or other materials required for the audit are located outside the State of Ohio, you will be responsible for the auditor's expenses incurred for travel (including meals and lodging if required). To the extent that audit activity occurs within the State, no audit-related expense will be assessed.

At the commencement of the audit process, the auditor will provide you with a list that reflects any apparent irregularities or deficiencies in the claims that have been identified upon preliminary review by FirstEnergy. With respect to claims identified on the list, you have an opportunity to remedy some or all of these items consistent with the procedures outlined in Section 6.b. of the Protocol. To the extent that you are able to remedy such items, they will then be subject to the review process by the auditor. Please direct any questions on this "deficiencies list" to Doug Burnell, Supplier Services Administrator at FirstEnergy, at 330-437-1301. Receipt of this list from the auditor constitutes the start of the five-day period identified in Section 6.b.(iii) of the Protocol.

With respect to any individual customer claims not so identified on the "deficiencies list", the auditor will then commence the review process. The auditor will determine appropriate selection and review processes in conducting the audit.



)

Your cooperation in the audit process is required. If the auditor is unable to verify the existence of a customer contract or confirm the other parameters referenced above, this circumstance will, consistent with Section 6.b. of the Protocol (note especially subsection (vii)), result in forfeiture of the supplier's place in the queue for a portion of the claim or rejection of the claim in its entirety.

This letter is being delivered via e-mail and Federal Express to the identified contact for each supplier who has made a claim pursuant to the Protocol.

Your cooperation with the above is appreciated.

A handwritten signature in black ink, appearing to read "David M. Blank", written in a cursive style.

David M. Blank  
Manager, Rate Department



**Mahorn, Jeanne A.**

---

**From:** Janine.Migden@enron.com  
**Sent:** Tuesday, April 10, 2001 4:43 PM  
**To:** Kahn, Benita A.  
**Subject:** Re: FE MSG fourth round reviews



ENR fourth round.doc

—— Forwarded by Janine Migden/NA/Enron on 04/10/2001 03:42 PM ——

denise.r.dinie@us.arthuran  
dersen.com  
cc: To: jmigden@enron.com, nschwart@enron.com  
01/30/2001 05:42 PM Subject: Re: FE MSG fourth round reviews

Hil

I have attached a message that is going to all suppliers regarding the next round of contract reviews applicable to them. The contracts I will need for this review are listed in the attached message. Should you have any questions, please give me a call.

Thanks in advance for your assistance!

Denise

(See attached file: ENR fourth round.doc)

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(See attached file: ENR fourth round.doc)



**FIRSTENERGY CORP.  
MSG CLAIMS  
CUSTOMER CONTRACTS NOT SUBJECT TO THE INITIAL REVIEW PROCESS**

Due to the MSG claims that contain the customers listed below being submitted after the commencement of the initial MSG claims review process, the following customer contracts were not subjected to the initial claims review process. Also, due to some cancelations of contracts that fell before these claims in the queues, these claims are now high enough in the queues to subject them to the review process. As a result, I am providing you with this list so that you may prepare these customer contracts for review.

In order to perform this review in the most efficient and effective manner, to the extent possible, I have been asked to complete the work by way of phone, fax, e-mail and overnight mail. In order to do this, I am requesting that you prepare partially redacted copies of your contracts with the following customers and send them to the fax number that delivers directly to my e-mail (216-774-6850) or by way of overnight delivery to my office (Denise Dinie, Arthur Andersen LLP, Suite 1800, 200 Public Square, Cleveland, Ohio 44114).

In preparing your partially redacted contracts, it is important that you leave at least the provision numbers (paragraph numbers) and provision titles (paragraph headers) in the contracts UNREDACTED. This information is pertinent to my understanding of the types of provisions that are included in these contracts. If upon review of the partially redacted information I determine that additional follow-up is required with you in order to understand certain provisions of the contracts, I will contact you. In addition, please be sure to include the signed signature page(s) as well as any attachment(s) to the contracts that identify the specifics of the contracts, such as the locations covered and/or the pricing arrangements. Lastly, I will need electronic copies of your ASCII files that were uploaded to the FirstEnergy website for the claims listed below.

After completion of this process, upon written request, I will be happy to return and/or destroy any and all contract copies that you have provided to me in order to complete this review. Should you have any questions, please give me a call at 216-348-2759. Thanks in advance for your assistance.

Claim Number	Customer Name
255/2330	[REDACTED]
972	[REDACTED]

Market Support Generation

Claims Approved January 15, 2001

	Company	Claim Number	MW (measured at customer meter)
IEU	Approved claims ==> CEI	1756 ✓	0.762

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

Note: kw values have not removed impact of duplicate claims



dmb 01-15-01  
MSG claims 01-15-01.xls

000001

# Market Support Generation

Summary of claim review with D. Dinie 11-11-2001

previously approved

approve

approve (note)

approve (dupl)

approve (note)

approve (dupl)

approve

approve

approve

approve

approve

approve (dupl)

approve (dupl)

approve

approve

approve

approve

approve (dupl)

approve

approve

approve

REDACTED

1756 IEU

0.762

0.077

0.839

181.530

REDACTED

REDACTED



e

REDACTED

pending

previously approved  
previously approved

REFLECTED

151

170.7	6.4	30.1	3.0	24.4	2.1	225.2	11.5	236.6
0.0	0.0	0.0	0.0	37.2	3.7	37.2	3.7	40.9
287.5	12.0	152.5	13.2	84.8	3.5	524.8	28.6	553.4
289.7		185.6			88.1			

REDACTED

REDACTED  
REDACTED

Approve	Approve	Approve	Reject	Reject	Reject	Reject	Reject
---------	---------	---------	--------	--------	--------	--------	--------

REDACTED

RED ACTED

DECLARED

REDACTED

REDACTED

RETRACTED

Allocated Claims as of December 21, 2000

"Other Retail"

Suppliers		REDACTED				REDACTED				Total	
		CIS	losses	total	CIS	losses	total	CIS	losses	total	MSG

REDACTED

REDACTED

IEU	170.7	6.4	177.1	30.1	3.0	33.0	24.4	2.1	26.5	225.2	11.5	236.6
TOL	0.0	0.0	0.0	0.0	0.0	0.0	37.2	3.7	40.9	37.2	3.7	40.9

Amount available

300.0

230.0

90.0

620.0

Residential

REDACTED

Total allocated

Total available

REDACTED

key to suppliers

REDACTED

IEU Industrial Energy Users

TOL City of Toledo

REDACTED



**Market Support Generation**  
**Approved claims as of 12-21-2000**

IEU	Approved claims ==>		OE	55	for	170.704	(8.933 remains in queue due to MW limit)	
			TE	61		24.427		
			CEI	68		30.055		
			total			225.186		
	approval subject to FE registration (FES ??)							subsequent claims subject to auditor review MW values subject to review

REDACTED

REDACTED

REDACTED

REDACTED

Market Support Generation  
Approved claims as of 12-21-2000

Company	Claim Number	MW (measured at customer meter)
REDACTED		
REDACTED		
REDACTED		
REDACTED		

**Market Support Generation**  
**Approved claims as of 12-21-2000**

TOL		Company	Claim Number	MW (measured at customer meter)	
Approved claims ==>		TE	176	for	8.485
		TE	189		0.78
		TE	187		8.689
			subtotal		17.954
		TE	2191 (partial)		18.832

(a portion of this claim is over the MW limits and will remain the queue)

Approval subject to FE Registration and PUCO certification  
 subsequent claims subject to auditor review  
 MW values subject to review

Market Support Generation  
Approved claims as of 12-21-2000

Company	Claim Number	MW (measured at customer meter)
---------	-----------------	---------------------------------------

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

Market Support Generation  
Approved claims as of 12-21-2000

Company	Claim Number	MW (measured at customer meter)
---------	-----------------	---------------------------------------

REDACTED

REDACTED

REDACTED

REDACTED

subsequent claims subject to auditor review  
MW values subject to review

Company	Claim Number	MW (measured at customer meter)
---------	-----------------	---------------------------------------

REDACTED

REDACTED

REDACTED

000011

Market Support Generation  
Approved claims as of 12-21-2000

REDACTED

Company	Claim Number	MW (measured at customer meter)
---------	-----------------	---------------------------------------

Approved claims ==>

REDACTED

---

To: vespolti@firstenergycorp.com, korkosza@firstenergycorp.com, greenr@firstenergycorp.com,  
dinicolar@firstenergycorp.com, rainese@firstenergycorp.com  
cc: marshr@firstenergycorp.com, Denise R. Dinie  
Date: 12/21/2000 11:05 PM  
From: dmblank@firstenergycorp.com  
Subject: Allocated MSG

---

---

The attached table shows the summary of Market Support Generation claims approved or subject to approval pending PUCO certification/FE registration as of December 21, 2000.

(See attached file: MSG summary 12-21-2000.xls)

No Market Support Generation has been approved for FirstEnergy Services as a result of the length of the queues.

We continue to work toward approval of pending CEI residential claims--that pool is oversubscribed and to fill the remainder of the CEI and TE "other" categories from the first-come-first-served queue. Toledo Edison residential is largely unclaimed at this point; aggregators are working to make claims for cities in that area. Ohio Edison residential still has some MSG capacity available.



- MSG summary 12-21-2000.xls

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Denise R. Dinie

000090

## "Other Retail"

LEDACTED  
LOSSES TOTAL

## Suppliers

Suppliers

	CIS	losses	total	CIS	losses	total	CIS	losses	total	losses	MSG	T
IEU	170.7	6.4	177.1	30.1	3.0	33.0	24.4	2.1	26.5	225.2	11.5	236.6
TOL	0.0	0.0	0.0	0.0	0.0	0.0	37.2	3.7	40.9	37.2	3.7	40.9
Total allocated	287.8	12.0	299.7	152.5	13.2	165.6	84.6	3.5	88.1	524.8	28.6	553.4

REDACTED

REDACTED

Amount available

**300.0**  
**(still auditing CEI claims)**

**90.0**  
**(more to be allocated to TOL)**

**620.0**

## Residential

**key to suppliers**

RED ACTED

## Industrial Energy Users

RETRACTED

City of Toledo

REPATED



)

---

To: Denise R. Dinle  
cc:  
Date: 12/21/2000 11:06 PM  
From: dmbblank@firstenergycorp.com  
Subject: msg approvals

---

---

----- Forwarded by David M. Blank/CEI/FirstEnergy on  
12/21/2000 10:37 PM -----

12/21/2000 10:57 PM  
David M. Blank

To: Douglas S. Bumell/FirstEnergy@FirstEnergy, Marc J.  
Vaccaro/OE/FirstEnergy@FirstEnergy, David M.  
Headings/FirstEnergy@FirstEnergy  
cc: Ronald I. Green/FirstEnergy@FirstEnergy, Arthur E.  
Korkosz/FirstEnergy@FirstEnergy,  
Subject: msg approvals

the claims identified in the attachment should be approved, as shown

(See attached file: MSG claims 12-21-2000.xls)

The following attachment shows the summary of approved claims

(See attached file: MSG summary 12-21-2000.xls)

Doug: due to the hour, I have not contacted suppliers. Please do so  
in the morning. Thanks. D.



- MSG claims 12-21-2000.xls



- MSG summary 12-21-2000.xls

**Market Support Generation  
Approved claims as of 12-21-2000**

IEU	Approved claims ==>		Company	Claim Number	for	MW (measured at customer meter)	(8,933 remains in queue due to MW limit)
	OE	55					
	TE	61				24.427	
	CEI	68				30.055	
	total					225.186	
	approval subject to FE registration (FES ??)						subsequent claims subject to auditor review MW values subject to review

REDACTED  
REDACTED  
REDACTED

Approval subject to FE registration  
subsequent claims subject to auditor review  
MW values subject to review

**Market Support Generation**  
**Approved claims as of 12-21-2000**

Company	Claim Number	MW (measured at customer meter)
---------	-----------------	---------------------------------------

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED  
REDACTED

subsequent claims subject to auditor review  
MW values subject to review

# **Market Support Generation** **Approved claims as of 12-21-2000**

	Company	Claim Number	MW (measured at customer meter)	
<b>TOL</b>	Approved claims ==>			
	TE	176	for	8.485
	TE	189		0.78
	TE	187		8.689
		subtotal		17.954
	TE	2191 (partial)		18.832
			(a portion of this claim is over the MW limits and will remain the queue)	

Approval subject to FE Registration and PUCO certification

subsequent claims subject to auditor review  
 MW values subject to review

**Market Support Generation**  
**Approved claims as of 12-21-2000**

Company	Claim Number	MW (measured at customer meter)
---------	-----------------	---------------------------------------

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

000096

Subject to FES registration

subsequent claims subject to auditor review  
MW values subject to review

dmb 12-21-2000  
MSG claims 12-21-2000.xls

**Market Support Generation**  
**Approved claims as of 12-21-2000**

Company	Claim Number	MW (measured at customer meter)
---------	-----------------	---------------------------------------

REDACTED

REDACTED

Company	Claim Number	MW (measured at customer meter)
---------	-----------------	---------------------------------------

REDACTED

subsequent claims subject to auditor review  
MW values subject to review

Approval subject to FE Registration, PUCO certification  
and auditor verification of locations

REDACTED

**Market Support Generation  
Approved claims as of 12-21-2000**

---

REDACTED

Company	Claim Number	MW (measured at customer meter)
---------	-----------------	---------------------------------------

REDACTED

subject to review of Error report and PIP customers  
subsequent claims subject to auditor review  
MW values subject to review

Allocated Claims as of December 21, 2000

"Other Retail"

Suppliers

REDACTED		REDACTED		REDACTED		REDACTED		REDACTED		REDACTED		REDACTED	
CIS	losses	total	ICIS	losses	total	ICIS	losses	total	ICIS	losses	total	Total CIS	Total losses
		MSG											

REDACTED

IEU	170.7	6.4	177.1	30.1	3.0	33.0	24.4	2.1	26.5	225.2	11.5	236.6
TOL	0.0	0.0	0.0	0.0	0.0	0.0	37.2	3.7	40.9	37.2	3.7	40.9
Total allocated	267.8	12.0	289.7	152.5	13.2	165.6	84.8	3.5	88.1	524.8	28.5	553.4

Amount available

300.0 (still auditing CEI claims)  
230.0 (more to be allocated to TOL)  
90.0

Residential

REDACTED

Total allocated

Total available

Key to suppliers

REDACTED

REDACTED

IEU Industrial Energy Users

TOL

REDACTED  
City of Toledo  
Redacted



# Market Support Generation

Summary of claim review with D. Dine 11-11-2001

previously approved

approve

approve (note)

approve (dupl)

approve (note)

approve (dupl)

approve

approve

approve

approve

approve

approve :

approve :

approve

approve

approve

approve

approve (dupl)

approve

approve

approve

REDACTED  
REDACTED

1756 IEU

0.762

0.077

0.839

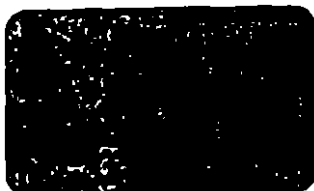
181.630

REDACTED

REDACTED

REDACTED

pending



000101

dmb 01-15-01  
MSG claims 01-15-01.xls

REDACTED REDACTED

REDACTED REDACTED

REDACTED REDACTED

0.21  
234.03  
29.09  
51.59  
367.39  
2.97  
0.06  
0.24  
0.21  
0.21  
48.99  
6.63  
7.06  
5.22  
4.05  
5.38  
6.04  
5.98  
1.17  
0.45  
17.45  
1.69  
0.29  
1.48  
3.7  
5.69  
8.92  
19.77  
0.14  
21.02  
6.69  
34.23  
163.57  
7.28  
36.57  
14.43  
15.1  
0.21  
11686.16  
0.21  
23.96  
193.76  
6.28  
0.75  
40.26  
5.87  
25.99  
0.21  
5.4  
0.59  
34.24  
14.26  
4.39  
18.01  
1.32  
11.8  
32.86  
19.14  
24.74  
13.26  
4.83  
3.49



LED ACTED LED ACTED

LED ACTED LED ACTED

LED ACTED LED ACTED

37.24  
0.6  
16.49  
4.08  
9.7  
2.47  
2.16  
0.42  
0.42  
8.39  
87.91  
278.06  
56.03  
152.83  
0.21  
498.25  
188.9  
3.72  
247.61  
0.21  
0.34  
61.4  
9.22  
0.21  
0.21  
51.33  
0.21  
0.21  
5.96  
3.43  
29.36  
0.21  
0.21  
0.21  
40.26  
60.06  
47.51  
40.93  
0.21  
10.51  
0.42  
10.3  
87.24  
71.97  
49.66  
3.36  
19.69  
0.85  
129.18  
67.1  
7.4  
9.41  
37.19  
138.4  
33.72  
33.53  
42.48  
0.21  
0.46  
39.58  
12.35  
0.13

LED ACTED  
LED ACTED  
LED ACTED

17645.84

6.43  
87.01  
8.74  
36.24  
166.08  
0.21  
0.18  
1.87  
39.03  
48.61  
397.59  
2.61  
25.5  
44.87  
4.4  
0.21  
0.21  
0.21  
0.21  
23.07  
1.85  
81  
395.95  
108.46  
4.46  
2.79  
1.74  
1.12  
3.67  
24.66  
0.02  
19.28  
4.72  
0.21  
35.23  
0.21  
0.21  
0.21  
1.49  
5.77  
0.21

RED ACTED  
RED ACTED  
RED ACTED

0.21  
0.21  
15.77  
25.16  
2.68  
0.42  
1.41  
5.91  
0.36  
118.44  
125.82  
13.68  
2.33  
0.21  
51  
13.28  
1.81  
4.54  
1.6  
15.49  
36.74  
298.61  
8.04  
3.2  
0.6  
0.21  
5.25  
34.89  
0.34  
0.21  
17.61  
0.23  
5.67  
7.46  
0.42  
9.41  
44.79  
22.65  
8.18  
13.07  
14.2  
0.14  
29.83  
19.58  
4.78  
2.13  
2.11  
52.01  
4.39  
0.93  
5.68  
37.94  
2.85  
24.08  
12816.86  
20.13  
0.59  
2.21  
1.85  
50.66  
18.29  
87.91

RED ACTED  
RED ACTED  
RED ACTED

20430.3

0.01  
0.29  
9.27  
58.51  
27.98  
53.35  
1.22  
8.37  
2.68  
147.96  
20.97  
69.79  
7.5  
32.71  
0.21  
23.21  
7.32  
14.9  
2.91  
10.3  
23.45  
12.93  
24.91  
5.37  
0.21  
20.07  
2.55  
0.21  
5502.53  
22.18  
11.58  
3.8  
0.47  
27.74  
2.01  
14.93  
32.27  
3.07  
0.07  
91.85  
11.58



)

**PROBLEMS IDENTIFIED DURING AUDIT**

**OE**

REDACTED

223      IEU      Clean but subject to FES MESA

**TE**

REDACTED      REDACTED

C:\WINDOWS\TEMP\Blank list 01-30.xls\Audit Problems



000118



To: Denise R. Dinie  
cc:  
Date: 10/30/2000 03:37 PM  
From: dmblank@firstenergycorp.com  
Subject: Re: MSG program

Denise: I left a message earlier. I am available Tues after 10 am. We have some more information and timing ideas. Please give me a call.

©2001 Arthur Andersen. All Rights Reserved. For Internal Use only.  
Denise R. Dinie

Arthur Andersen  
ABA

---

To: dmbblank@firstenergycorp.com  
cc:  
Date: 10/30/2000 03:40 PM  
From: Denise R. Dinle, Cleveland, 781 / 2759  
Subject: MSG program

---

Hi Dave!

Hope you had a nice weekend! I wanted to touch base with you to see what your schedule looked like for this week. I was hoping we could get together regarding the work program for the procedures you would like AA to perform on the MSG reserves. Please let me know your availability and whether you have heard anything further on the status or timing. I have several conference calls and meetings scheduled for this week but I also have several openings in my agenda.

Also, thank you for the background documents that were provided to me by your secretary. They were helpful. As others become available, such as Internal Auditing's documentation and your lists of those companies that have requested reserves, along with your concerns, please forward them to me so we may be prepared at any time.

Thanks!

Denise

---

©2000 Arthur Andersen. All Rights Reserved. For Internal Use only.  
Denise R. Dinle



CONFIDENTIAL

000071

the msg

---

To: Denise R. Dinie  
cc:  
Date: 10/31/2000 02:01 PM  
From: dmblank@firstenergycorp.com  
Subject: Re: MSG program

---

Denise: see the attached file and definitions

(See attached file: MSG Audit process 10-30-00.doc)

**PROPOSED HANDLING OF MSG CLAIM "ERRORS"  
DRAFT 10/31/00**

**1 DUPLICATE CLAIMS DETECTED**

**DEFINITION** - claims from a single supplier for the same time period having identical accounts (each claim has the same number of accounts and the account numbers per FE CIS records are duplicated in the claims). The MSG/Non-MSG categorization is ignored for purposes of identifying duplicate claims.

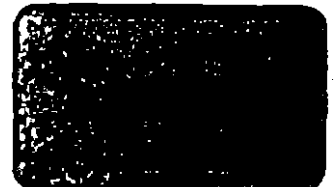
**ACTION** ? If all of the duplicate claims are of one category (MSG / Non-MSG) FE will accept the first claim in the queue and cancel all subsequent claims. In the event the claims are in different categories, the supplier will be notified and given the opportunity to notify FE of which claim to cancel.

**2 DUPLICATE ACCOUNT ALREADY ON CLAIM or  
ACCOUNT ALREADY ON APPROVED CLAIM**

**DEFINITION** ? accounts having the same account number (per FE CIS records) that are included more than once in the same claim or in more than one claim from a single supplier for the same time period. The MSG/Non-MSG categorization is ignored in making this determination.

**ACTION** ? FE will accept the first occurrence of the account number in a claim. If a single supplier includes the account number in more than one claim for the same time period, the occurrence in the first claim in the queue will be accepted. FE will cancel all other duplicate accounts from claims.

**3 INVALID ACCOUNT NUMBER**



000073

DEFINITION ? FE is unable to match the account number submitted by the supplier with an account number contained in the FE CIS records.

ACTION ? The supplier will have the opportunity to either correct the account number or cancel it from the claim. In correcting the account number, the supplier shall identify both the original account and its corrected account number. In no instance shall the requested capacity for the corrected account number exceed the capacity requested for the original account number.

#### 4 INACTIVE CUSTOMER STATUS

DEFINITION - the account number (per FE CIS records) included in a supplier's claim is coded as "Inactive".

ACTION ? The supplier will have the opportunity to either correct the account number or cancel it from the claim. In correcting the account number, the supplier shall identify both the original account and its corrected account number. In no instance shall the requested capacity for the corrected account number exceed the capacity requested for the original account number.

#### 5 INELIGIBLE CUSTOMER ACCOUNT FOR CLAIM

DEFINITION ? a residential account that is included in a claim that a supplier has submitted in the Other Retail claim pool; or a non-residential account contained in a claim submitted in the Residential claim pool.

ACTION ? After checking and correcting (if necessary) the account numbers to ensure that they are the right ones for the intended customer, the supplier will have the opportunity to either ~~the~~ move the account into the correct claim pool (preserving their place in the queue) or cancel the account from the claim. If an account number is corrected, the supplier shall identify both the original account and its corrected account number. In no instance shall the requested capacity for the corrected account number exceed the capacity requested for the original account number.

*while queue?*

#### 6 UNDER CLAIMED LOAD FOLLOWING ACCOUNT

DEFINITION ? an account which a supplier includes in a claim for which the Load Following option has been selected having a requested capacity less than the highest historic peak as defined in the Protocol.

ACTION ? FE will notify the supplier to change the option for the account to the Capacity Factor option or to cancel the account from the claim.



- MSG Audit process 10-30-00.doc

have the beginning of an audit work program

Draft—10-30-2000

The Protocol states in Section 6 a. (iv):

The Company's approval process includes:

- (iv) determination that the supplier has a contract (or an alternative form of verification)<sup>8</sup> with the retail customer that has a duration at least as long as the duration of the claim for MSG capacity non-MSG line losses.<sup>9</sup>

<sup>8</sup> Such alternative to be consistent with the verification required by the PUCO for CRES certification

<sup>9</sup> The utility shall verify the contract term by reviewing that provision in the Generation Service Agreement or alternate verification form, or through appropriate auditing techniques.

The following process will be used to determine whether such a contract exists:

1. A supplier will have the opportunity to submit an affidavit stating the name of the customer, the account number, the fact that an enforceable binding contract exists between the supplier and the customer, and the duration of the term for which generation service shall be supplied.
2. Upon receipt of such affidavit, the company has the right to audit selected contracts, as follows:
  - All contracts for which MSG or non-MSG capacity has been claimed in excess of 5,000 kW will be audited
  - Between 10% and 25% of contracts for which MSG or non-MSG capacity has been claimed between 1,000 and 5,000 kW will be audited, based upon a random sample
  - Between 1% and 5% of contracts for which MSG or non-MSG capacity has been claimed in amounts less than 1,000 kW will be audited, based upon a random sample.
3. The facts to be audited include:

- Customer name and account number
- Magnitude of MSG or non-MSG claimed
- Duration of the term for which generation service shall be supplied
- **The fact of a binding contract between the parties. A contract conditioned upon approval of MSG or non-MSG capacity, with no further conditions, shall be considered binding unless otherwise shown not to be binding. A contract conditioned upon the performance of other executory events as of the date of the claim will not be considered binding.**







4. Should the Company identify irregularities in the claiming process, or should the Company receive information leading it to reasonably believe no binding contract exists, the Company may modify these procedures to require a review of all contracts for the information listed in item 3.

5.

To: Denise R. Dinle  
cc:  
Date: 10/26/2000 01:01 PM  
From: davisn@firstenergycorp.com  
Subject: MSG Presentation

Here are some attachments Dave thought you'd like to see. Let me know if there is anything else you need.

(See attached file: Burnell Presentation.ppt) (See attached file: MSG Demo -10-02-00.ppt) (See attached file: MSG Validation Criteria.doc)(See attached file: MSG\_10\_02\_DMB.ppt)(See attached file: Protocol for MSG 09 25 00mod.doc)(See attached file: Protocol for MSG 10 05 00.doc)

-  - Burnell Presentation.ppt
-  - MSG Demo -10-02-00.ppt
-  - MSG Validation Criteria.doc
-  - MSG\_10\_02\_DMB.ppt
-  - Protocol for MSG 09 25 00mod.doc
-  - Protocol for MSG 10 05 00.doc

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Denise R. Dinle

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**FirstEnergy**

**Market Support  
Generation Workshop**

October 2, 2000



# Market Support Generation: FirstEnergy Registration

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- Three Phase approach due to circumstances related to deregulation in Ohio.
  - Phase I
    - Credit Summary Form and supporting credit information
    - FirstEnergy Market Based Rate Tariff
    - Supplier Rate Schedule (necessary for EDI testing for consolidated bill)
    - Copy of application to PUCO or copy of license issued by PUCO

Above documentation available by visiting [www.firstenergycorp.com](http://www.firstenergycorp.com) and linking to Supplier Services in the left hand navigation.



# Market Support Generation: FirstEnergy Registration

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- Phase II
  - EDI Testing

Further information regarding EDI testing can be found in the Technical Support portion of the Supplier Services website or by Emailing [FE\\_Choice@firstenergycorp.com](mailto:FE_Choice@firstenergycorp.com).

# Market Support Generation: FirstEnergy Registration

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- Phase III (To occur in the latter half of the fourth quarter of this year as documents are available.)
  - Coordination Agreement
  - ATSI Service Agreement for Network Integration Transmission Services under the Ohio Choice Program
  - ATSI Operating Agreement for Network Integration Transmission Services under the Ohio Choice Program
  - Scheduling Coordinator Designation Form (optional)
  - EDI Trading Partner Agreement

Above documentation will be available on FirstEnergy's Supplier Services website. These are currently unavailable pending approval.



## Market Support Generation: Notifications

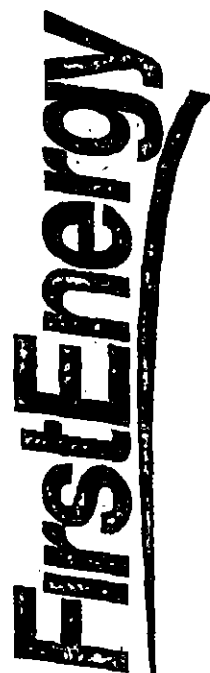
---

- Upon verification against FirstEnergy Customer Information System, we will contact you regarding discrepancies or errors.
- You will have within the allotted time frame to respond with corrections. (Please refer to Section 6.b)
- Upon verification of the entire claim, the Supplier will be contacted to inform them that their claim is to be approved pending their execution of the applicable Service Agreement (Please see footnote 10)
- Upon final approval of the pending claim for Market Support Generation power, you will be notified and given instructions regarding the scheduling of power and customer enrollment procedures.

## Market Support Generation: Password Assignment

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- Prior to October 19, Suppliers are encouraged to contact the FirstEnergy Supplier Services Center to obtain password information, as well as import file testing, and resolution of any problems you may encounter with the web application.
- FirstEnergy Supplier Services Center:
  - [SupplierSupport@firstenergycorp.com](mailto:SupplierSupport@firstenergycorp.com)
  - (330) 437-1323



# **Market Support Generation Technical Overview**

**Marc Vaccaro**

**October 2, 2000**

# MSG: Suggested System Requirements

---

Web application will work with any HTML 3.2 compliant browser.

## Suggested Web browsers:

- Internet Explorer v3.02 or above.
- Netscape Navigator v3.0 or above.

## Operating Systems:

- Any operating systems should work with the MSG application.

## Desktop Settings:

- Recommended 1024 x 768 pixels for best resolution.

Recommended that site be accessed through a high-speed web connection.

Requires software to create tab-delimited text files for uploading customer data associated to Claims. FE suggests MS Excel or like product.

## MSG: The Generation Commitment Pool

---

A *generation commitment pool* (or claim pool) is defined as the bucket from which the supplier wants to claim the MSG power.

This “claim pool” is composed of the following data elements:

- the operating company (either OE, CEI, or TE)
- the customer category (either Residential or Other)
- the claim type (either MSG or non-MSG with line losses).



# MSG: Overview of MSG Application

---

Four basic steps to the MSG process:

- 1). Create the Claim record through the web application.
- 2). Upload associated Customer data to the Claim record through the web application.
- 3). When Claim is finalized, submit the Claim to FirstEnergy for approval.
- 4). Review the Claim List window periodically to determine the current status of your Claim (i.e. has it been approved, were errors detected, ...).

# MSG - MW Status Page (Example)

To inform suppliers how much remaining power exists for any "pool" at any point in time.

Time Period	Market Support Generation		Claim Type -	
	September	2001	MSG or non-MSG	Customer Category
Operating Company	Edison Residential	Edison Residential	Edison Residential	Edison Residential
	Edison Residential	Edison Residential	Edison Residential	Edison Residential
Operating Company	Edison Residential	Edison Residential	Edison Residential	Edison Residential
	Edison Residential	Edison Residential	Edison Residential	Edison Residential
Operating Company	Edison Residential	Edison Residential	Edison Residential	Edison Residential
	Edison Residential	Edison Residential	Edison Residential	Edison Residential
Operating Company	Edison Residential	Edison Residential	Edison Residential	Edison Residential
	Edison Residential	Edison Residential	Edison Residential	Edison Residential

**FirstEnergy**

## MSG: MW Calculations

---

For each “pool”, the application displays the following values (in MW):

- $\text{Remaining} = \text{Total Offered} - \Sigma (\text{Approved})$   
the total offered amount of generation minus the total amount of generation on previously approved claims.
- $\text{Unclaimed} = \text{Total Offered} - \Sigma (\text{Approved}) - \Sigma (\text{Pending})$   
the Remaining generation minus the amount of generation on pending (submitted but not yet approved) claims. This is “what is left to claim” if all Pending claims become approved.

## MSG: MW Calculations (Example)

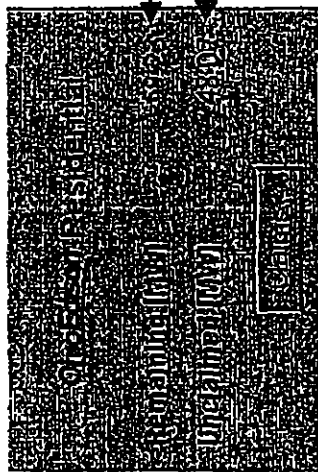
---



In this example (test scenario only):  
For September 2001, FirstEnergy is reporting  
that it has over

- 59 MW of Remaining power and
- 48 MW of Unclaimed power

to offer (for the Ohio Edison, Residential,  
MSG combination from the original 260 MW  
for this "pool").



# MSG: Data Relationships

---

## MSG Data Relationships:

- A claim is related to one and only one supplier
- A claim is related to one and only one generation commitment pool (if this was incorrectly entered by supplier, the claim must be cancelled and re-entered in the correct pool)
- Each claim is for a single duration (for all of the associated customers)
- A claim submitted to FE for approval must contain one or more customers (i.e. FE will not approve a claim with no customers)

## MSG: Claim Data

---

Claims are comprised of the following required data elements:

- the generation commitment pool (operating company, the customer category (Residential or Other), and the claim type (MSG or non-MSG with line losses)
- the supplier identifier (an internal 3 character code that uniquely identifies the supplier)
- the claim period (start and end dates).

## MSG: Creating a Claim

---

A claim must be created from the web application before submitting the associated detail customer information.

Supplier needs to enter Start and End dates in twelve month increments or until the end of the Market Development period (December 2005).

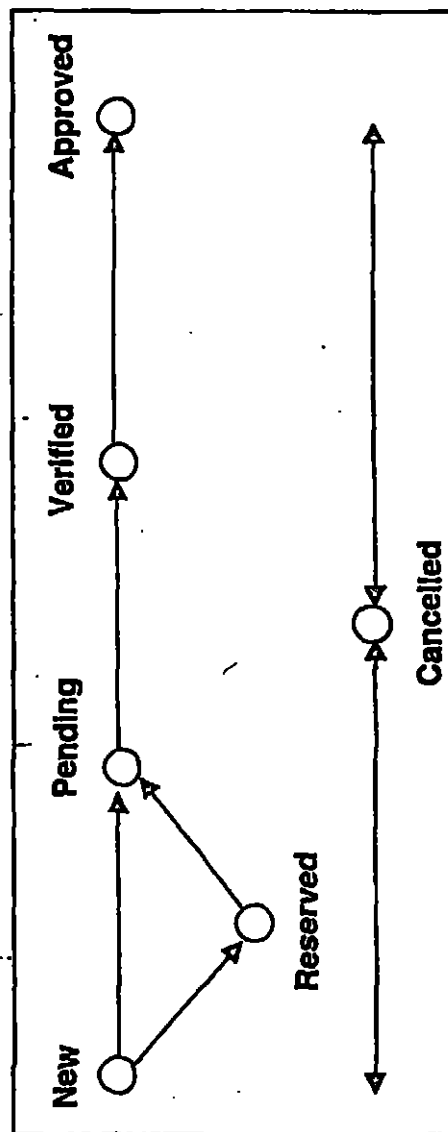
The system automatically assigns a unique Claim Number upon creation and controls the Claim State throughout the entire process.

The screenshot shows a web form titled "New MSG (Loss-Free) Claim Entry for 2E Residential Service". The form contains several input fields and buttons. At the top, there is a "Claim #:" field. Below it, there are two rows of date selection fields. The first row has "Start Date:" followed by a dropdown menu showing "Jan" and a year selector showing "2001". The second row has "End Date:" followed by a dropdown menu showing "Dec" and a year selector showing "2002". Below these date fields, there is a "Submit" button. The form is set against a dark, textured background.

# MSG: Claim States

A claim may reside in any of the following conditional states:

- New - created by supplier, but not submitted to FE for validation
- Reserved - supplier has made a *reservation* for power with no supporting customer contract data (only for residential customers)
- Pending - claim has been submitted to FE for validation
- Verified - claim has been verified by FE (e.g. passed all FE validation checks)
- Approved - claim has been approved by FE
- Cancelled - claim has been cancelled by either supplier or FE





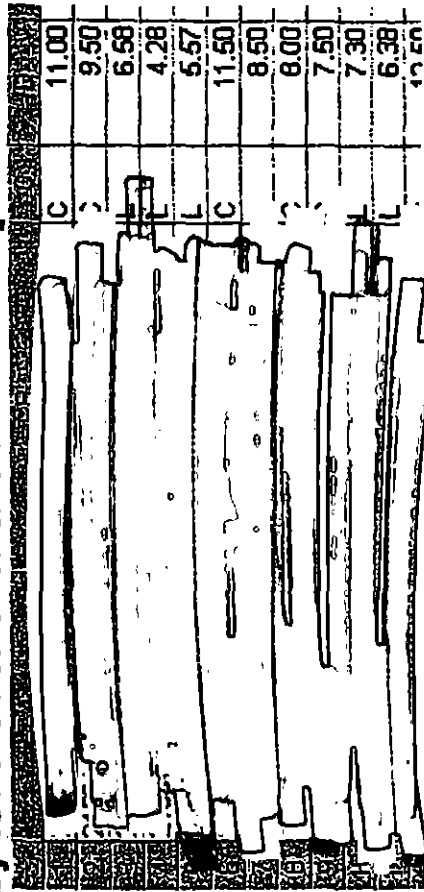
# MSG: Customer Contract Data (Upload File Format)

The web application provides the functionality to upload up to 10,000 customers per claim.

These Customer upload files should be contain the following four required data columns in the following order:

- (A) - FE customer account number (character field (15))
- (B) - customer name (character field (30))
- (C) - account type (character field (1) - either Load Following or Capacity Factor)
- (D) - requested kW (numeric - max = 999,999.99 kW or 9,999.99 MW)

[for all Residential and other Retail customers with demand meters, multiple kWh by .004194 to determine this value]

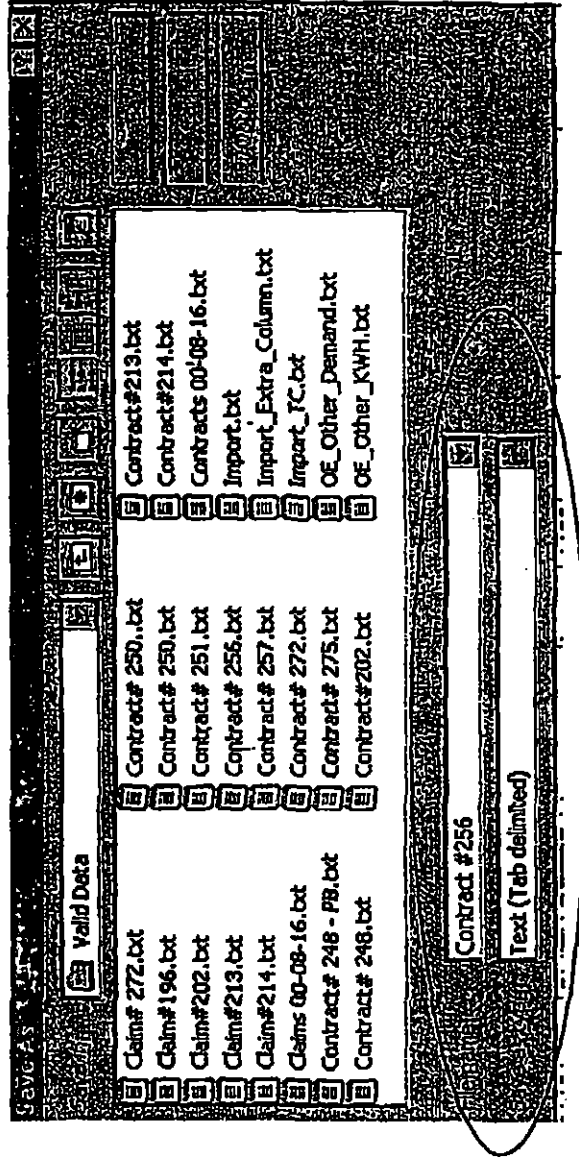


C	11.00
C	9.50
L	6.58
L	4.28
L	5.57
C	11.50
C	8.50
C	8.00
C	7.50
L	7.30
L	6.38
L	12.50

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## MSG: Creating the Customer Contract Upload File

- Again, FE suggests that these files be created using Microsoft Excel or a similar spreadsheet product.
- To be imported correctly, these files must be saved as a tab-delimited text (.txt) file. Excel provides this capability from the File.Save As menu option.



## MSG: Customer Contract Upload Data (continued)

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- Customer contracts *must* be imported into the web application from a tab-delimited text file in this format. Extraneous columns will be ignored (beyond the required four columns). Extraneous rows will cause the import to fail.
- System initially executes basic validation rules upon creation (namely that the import file is correctly formatted, the account number format is appropriate for the associated operating company, all required fields are present, no extraneous rows, etc...)
- Each customer is validated against FirstEnergy's Customer Information System (CIS) data when the claim is to be verified, not when it is initially upload to the database.

## MSG: Claim Validation Criteria

---

- Please review the handout provided for a detailed list of the FirstEnergy Validation Criteria associated to this MSG process.
- This Word document lists the initial validation performed during the upload process and the more-detailed validation that occurs against the CIS file once the claim has been submitted for approval.

## MSG: Additionally Functionality

---

- Can receive a PDF copy of the MSG Claims protocol.
- Can view the MSG pricing over the entire Market Development period by operating company and customer category.

Operating Company Customer Category

California Gas California Electric California Natural Gas California Electric California Natural Gas California Electric California Natural Gas California Electric California Natural Gas California Electric

Residential Commercial Industrial Government Institutional Agriculture Manufacturing Retail Wholesale Export Import Transmission Distribution Storage Conversion Other

- Can communicate with FirstEnergy through the Contact Us option from the web site.



## MSG - Claim List Page (Example)

- Displays all claims for that Supplier by the selected "pool".

User Info

In: Main

Y 200.870

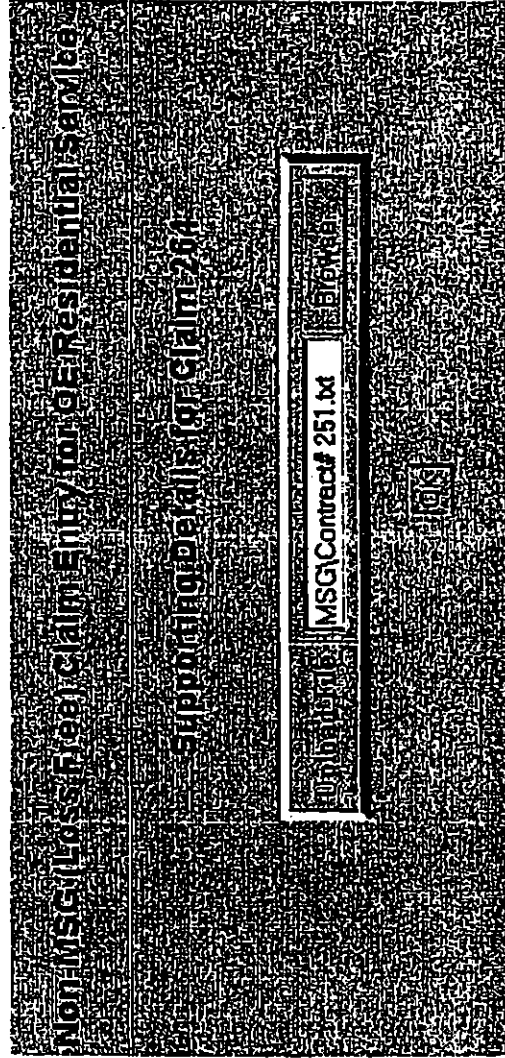
Non-MSG (Loss Free) Claim Entry for OE Residential Service

Claim	Status	Reserved [KW]	Supporting Contracts [KW]	Pending [KW]	Approved [KW]	Actions
250	Pending		85,000	85,000	0,000	View Details [Go]
256	Approved		0,163	0,000	0,163	View Approved Amounts [Go]
257	Pending		51,888	51,888	0,000	View Details [Go]
281	Not		0,000	0,000	0,000	Reserve Power for this Claim [Go]
298	Approved	100,000	299,576	0,000	99,576	View Approved Amounts [Go]
Add [Go]						

## MSG: Customer Contract Upload Page (Example)

---

- Procedurally, the supplier must identify where the customer contract text file is located to upload to the associated claim.
- File is immediately uploaded. For large claims, this may take a considerable amount of time.
- It executes initial validation steps. This is an “all or nothing” proposition. If correct, saved to the MSG database. If in error, nothing is saved.



## MSG: Validation Processing Errors (Example)

---

- If errors occur when performing validation against the CIS file, an error screen will be accessible to view those erred records.
- Common errors may include invalid account numbers, customers in the incorrect claim pool (i.e. Residential customers in the Other "pool" or vice versa), etc... Again, see the Validation Criteria handout for details.

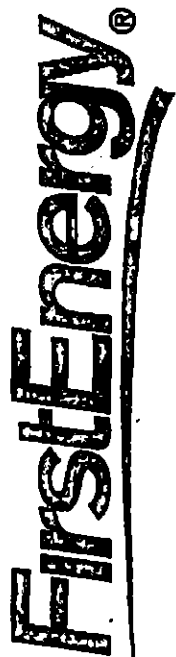
Contract ID	Category	Account	Requested KW	Error
8462	Residential	215811000956401	2298	Invalid Account Number
8474	Residential	215811000926901	6724	Invalid Account Number
8476	Residential	215811000956401	2298	Invalid Account Number



## MSG: Summary

---

- The roll-out date is tentatively scheduled for Thursday, October 19, 2000.
- The web site will be located at [www.firstenergycorp.com/msg](http://www.firstenergycorp.com/msg).
- Contact FirstEnergy by sending an e-mail to [SupplierSupport@FirstEnergyCorp.com](mailto:SupplierSupport@FirstEnergyCorp.com).



# Market Support Generation Workshop

October 2, 2000

# **Market Support Generation: Agenda**

---

- **Purpose of Meeting**
- **Description of Protocol**
- **Administration and System Requirements**
- **Technical overview**
- **Q/A**

## **Market Support Generation: Guidelines**

---

- **Based on Stipulation Documents**
- **Claimant must be marketer, broker or aggregator**
  - ***eligibility***
- **First-come-first-served basis**
- **Committed capacity sales to OE/CEI/TE customers**
  - ***must have committed sale to make a claim***

## **Market Support Generation: Eligibility**

---

- **Non-affiliated (*with Ohio investor-owned utility*)**
  - apply for CRES certification
  - apply for FE registration
- **Affiliated**
  - apply for CRES certification and FE registration
  - make capacity available in service area OR
  - no owned or leased capacity within one wheeling transaction
- **Government Aggregator**
  - enact authorizing ordinance
  - complete opt-out procedure
- **Customer Aggregator**
  - must become eligible supplier

# Market Support Generation Generation Commitment Pools

OE      CEI      TE

## Market Support Generation (MSG)--1,120 MW\*

Residential	260	170	70
Other Retail	300	230	90

## Non-MSG -- Line Losses on 1,120 MW for Non-summer months\*\*

Residential (minimum amount)	156	102	42
Total (including Residential)	560	400	160

\* Attachment 1 of Stipulation determines allocation

\*\* Page 3 of Supplemental Stipulation determines allocation

MSG-MSGV

# **Market Support Generation: Making a Claim**

---

- **Submit claim electronically**
  - Password required
  - Password available to eligible supplier that has applied for CRES certification and FE registration and has supplied supplier contact information
  - Suppliers are encouraged to seek password before gate opens
  - Contact Doug Burnell for information 330-384-4813
- **Gate scheduled to open Thursday, October 19**
- **Each claim must include:**
  - only one of the 12 generation commitment pools
  - single duration for all customers in claim
  - limit of 10,000 customers per claim

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## **MSG: Claim for "Other Retail"**

**(section 5.d.)**

- 
- "Other Retail" Claim must contain the following:
    - Customer name
    - Customer account number
    - Amount of capacity claimed on behalf of customer
      - amount not to exceed last 12 months' peak
      - customers w/o demand meter, use kWh equation ( $kW = .004194 \times kWh$ )
    - For each customer in claim, whether "Load Following" or "Capacity Factor"
    - Duration of claim
  - This section may also be used for Residential Claims



# **MSG Protocol: Modifications to Sept. 25 distribution**

---

- Customer contact information required for password
- Sect. 5.e. Residential claim modifications
- Section 5.d.(iii): remove: "For Residential customer claims, the supplier may submit peak monthly kWh in lieu of the calculated peak demand."

add: "For customers without demand meters, the supplier shall submit calculated peak demand values using the formula:

$$kW = .004194 \times kWh "$$

## **MSG: "Residential" Claims: 2-part process (section 5.e)**

---

Reservation Claim must contain:

- by e-mail to **SupplierSupport@firstenergycorp.com**
- via Web site
  - List of customer names
  - Total number of customers in claim
  - Aggregate amount of capacity claimed
  - Duration of claim

Follow-up Claim within 40 days must contain:

- Customer account number
- Customer name
- Amount of capacity claimed on behalf of each customer  
amount not to exceed last 12 months' peak  
use kWh equation ( kW = .004194 x kWh) for all customers
- Whether claim for each customer is Load Following or Capacity Factor

## **MSG: Maximum Amount of Capacity per customer**

---

- Residential and all customers without demand meter
  - use calculated peak based on peak energy usage
  - equation:  $\text{kW} = .004194 \times \text{kWh}$
- Other Retail customers with demand meter
  - use highest measured demand in last 12 months
- Customers without 12 months billing history (*footnote 5*)
  - residential / small commercial: use rate schedule averages
  - other customers: base on facts as known
  - method subject to company approval

# Load Following and Capacity Factor Options

---

- **Load Following** *(Supplemental Stip.)*
  - serve customer's entire load
    - no scheduling or load factor requirements
    - no imbalance charges up to historic peak load
- **Capacity Factor** *(Stip.)*
  - service to entire load
    - monthly minimum capacity factor (Res, Sm Comm. 60%; Others 80%)
  - service to part of a customer's load *(Supplemental Stip.)*
    - scheduling requirements
    - usage limitations--on/off peak and seasonal
    - settlement requirements
  - in either case:
    - purchaser may resell to extent end user does not take
    - payment for contracted capacity or energy, taken or not

# MSG: Approval Process

(Section 6.a. and 6.b.)

---

- **FirstEnergy Review:**

- Supplier certification and registration
  - 30 days to get certification from PUCO / potential waiver to extend time
- Verify names/account nos.
  - 5 business days to cure defects
- Claimed capacity matches peak levels
  - FE to reduce excess amount to historic peak
- Confirmed contract between customer and supplier for duration claimed
  - FE must be able to verify duration (audit methods)
    - failure for more than 1% of load/customers ==> claim rejected
- OATT / service agreement
- Is pool capacity still available ?

## **MSG: Claim Duration**

---

- Claims to be in 12-month increments or till end of Mkt. Devel. Period
- “single duration”
  - a duration is measured in terms of “months”
  - last date in billing cycle defines “month”
  - example: two customers in claim
    - #1 July 15, 2001 to July 14, 2002 } these are both claims for
    - #2 August 1, 2001 to July 31, 2002 } August 2001 to July 2002

## **MSG: Other Items in Protocol**

---

- Claimant may withdraw claim prior to approval
- Discontinuation of service to customer resulted, at company's option, in MSG being returned to pool or minimum capacity factor obligation
- Only one supplier's claim for part or all of customer's load will be accepted for a given duration
- No more than one claim for MSG and one for non-MSG per customer for a given duration
- FE affiliates--relinquish claims as of next effective meter read date

## **Market Support Generation: Comments and Issues**

---

- **Government Aggregators**
  - First-come-first-served basis
  - Committed capacity sales to OE / CEI / TE customers
  - Alternate process to which all claimants agree?
- **Scheduling:** process to follow at later date



## Market Support Generation Validation Criteria

### Claim Table Definitions:

- 1) the operating company (either OE, CEI, or TE)
- 2) the customer category code (either (R)esidential or (O)ther)
- 3) the claim type (either (M)SG or (N)on-MSG)

### Claim Table Validation Criteria:

- 1) Once assigned, the claim number may not be changed.
- 2) Every claim must be for the same operating company, customer category, claim type code (either MSG or non-MSG), time period, and supplier.
- 3) Each claim can be in any one of the following states:
  - a) New – reserved for claims that have yet to be submitted to FirstEnergy for approval.
  - b) Reserved – indicates that the supply intends to retain a placeholder in the queue, but does not have the finalized supporting customer contract data to supply at the present time. The Reserved claim must be replaced within a 40-day period. If no replacement list has been supplied, the claim will automatically be errored out.
  - c) Pending – designates that the supplier has finalized the claim and has submitted it to FirstEnergy for approval.
  - d) Verified – indicates that the claim was verified by FirstEnergy and is Reserved for manual approval. The verification is performed automatically by the validation routine. Additional manual checks may be performed, if need be, by the FE approvers.
  - e) Approved – shows that the claim was approved by FirstEnergy. The power is reserved for this supply for these customers for the specified time frame.
  - f) Canceled – No longer an active claim. Claims may be cancelled by the supplier, the FE administrator, or automatically by the MSG system.
- 4) Whenever the company, customer category code, claim type, or status code changes for a claim, then the MW balances will automatically be recalculated by the system.
- 5) The start date must be the first of the selected month. If it is not, the system will make it so.
- 6) The end date must be the last day of the selected month. If it is not, the system will make it so.
- 7) The start date must be less than the end date and must be at least twelve months in duration.
- 8) The start date must be greater than or equal to the beginning of the market development period.
- 9) The end date must be less than or equal to the beginning of the market development period.
- 10) Capture the peak billing load (in kW) of these customers. This will later be validated against the sum of the contracts for this claim. If the sum is greater than the reservation amount, then the claim is in error and the supplier will need to modify the claim such that the sum of the contracts no longer exceeds the reserved amount.
- 11) For Approved claims, ensure that:
  - a) The operating company cannot be modified
  - b) The customer category code cannot be modified
  - c) The claim type cannot be modified
  - d) the supplier must not be an inactive supplier. If valid, set the approval date and clear out the cancel-related columns.
- 12) For Reserved claims, ensure that:
  - a) The claim must be Residential
    - i) If so, the estimated number of customers and the estimated requested kW must be entered. If valid, set the submission date.
    - ii) If not, produce an error message.
- 13) For Pending claims,:
  - a) The operating company, customer category code, and claim type cannot be modified
- 14) For Verified claims,
  - a) The operating company, customer category code, and claim type cannot be modified

## **Market Support Generation Validation Criteria**

### **Customer Contract Table Definitions:**

- 1) account number – no format – must be 15 characters in length
  - a) OE – prefixed by a '2'
  - b) CEI – prefixed by a '01' (after October 2000 – prefixed by '6')
  - c) TE – prefixed by a '02' (after October 2000 – prefixed by '3')
- 2) Claim type - either load following (L) or capacity factor (C) – only applicable to non-MSG.

### **Customer Contract Table Validation Criteria:**

- 1) All contracts must be in 12 month increments unless they go to the end of the market development period.
- 2) All contracts under a single claim must be for the same period of time.
- 3) Customer contracts can span across calendar years.
- 4) Currently the market development period is established as January 1, 2001 to December 31, 2005.
- 5) The start date must be the first of the selected month.
- 6) The end date must be the last day of the selected month.
- 7) The start date must be less than the end date and must be at least one month in duration.
- 8) The start date must be greater than or equal to the beginning of the market development period.
- 9) The end date must be less than or equal to the beginning of the market development period.
- 10) Both the start and end dates are set by a trigger to ensure that they match the valid contract periods.
- 11) Upon entry, the application performs some quick validation checks, namely,
  - a) The account number prefix must be appropriate for the operating company (i.e. for OE, first digit of the account number must start with a '2').
  - b) The account number length must be appropriate for the operating company (i.e. for OE, the total length must be exactly 15 digits).
- 12) If the account number has been changed from the old CEI/TE format to the new format, then create an audit trail record of this transformation.

### **Customer Contract Table Processing:**

The application will automatically overlay the amount claimed value in three different situations:

- 1) if the system detects an "overclaimed" condition (i.e. when the amount claimed is greater than the 12 months' peak)
- 2) if the claim is for Load Following and the amount claimed is less than the 12 months' peak
- 3) if the customer has no billing history and the amount claimed is greater than the class averages (based upon the customer's rate code).

### **Customer Contract Table Validation Against CIS Table:**

After submitting the claim to FE, the application will perform the following validation checks against the CIS Master table for each customer contract:

- 1) Ensure that the Claim exists on the MSG database.
- 2) Ensure that the Claim is in the Submitted (Pending) status.
- 3) Ensure that the Account Number exists on the CIS table.
- 4) Validate that the Rate is associated to the Customer Category (Residential or Other) selected on the Claim.
- 5) Verify that the Supplier is an active Certified CRES registered with FE. If not, produce a warning message.
- 6) For Reserved Claims, ensure that the reserved amount is not exceeded by the sum of the claimed amounts for all customers.
- 7) Processing: Convert all kWh amounts to kW for Comparison purposes.
- 8) If overclaimed condition, reduce the claimed amount to the CIS peak amount.
- 9) If Load Following and underclaimed condition, reset the claimed amount to the CIS peak amount.

## **Market Support Generation Validation Criteria**

### **Customer Contract Table Approval:**

- 1) Ensure that no residual Validation errors exist for claim.
- 2) The supplier must be an Active supplier registered with FE. If not, claim is in error.

**Modifications to the PROTOCOL FOR FIRST-COME-FIRST-SERVED CLAIMS FOR MARKET SUPPORT AND NON-MARKET SUPPORT GENERATION since the September 25, 2000 distribution**

**Modification 1:**     Section 5.d.(iii)

Remove second sentence of section.

Substitute the following:

"For customers without demand meters, the supplier shall submit calculated peak demand values using the formula:  
 $kW = .004194 \times kWh$  "

**Modification 2:**     Sections 5.a., 5.d.(vi.), and 5.e.

Add at the end of the section 5.a.:

"...and has supplied to FirstEnergy the supplier name, address, telephone and fax numbers, contact person name and e-mail address, or predetermined supplier identifier code provided by the company. "

Remove section 5.d.(vi.)

In section 5.e., remove the reference to (vi.) and reposition the word "and" before (v.).

**Modification 3:**     Section 5.e.

Add language referring to the Residential claims as a two-part process, including the Reservation Claim and the Follow-up Claim.

Remove the reference to (iv.) in the second line of the first sentence, and add the requirement to provide the section (iv.) information to the Follow-up Claim.

**Modification 4:**     Section 6.b.(viii)

The reference to 6.b.(viii) is changed to 6.a.(viii).

**Modification 5:**     Footnote 11

The reference to 15 days is changed to 12 days.

September 28, 2000

# **PROTOCOL FOR FIRST-COME-FIRST-SERVED CLAIMS FOR MARKET SUPPORT AND NON-MARKET SUPPORT GENERATION**

## **PART A – CLAIM**

### **Section 1 Purpose of Document**

- 1.a. The Stipulation documents in Case 99-1212-EL-ETP et al. (FirstEnergy restructuring case) establish Generation Commitments on behalf of the company.
- 1.b. Section V.1 of the April 13, 2000 Stipulation and Recommendation calls for Ohio Edison, Cleveland Electric and Toledo Edison to provide 1,120 MW of system level generation capacity to non-affiliated and eligible affiliated marketers and brokers and aggregators (i.e., "suppliers") for the duration of the market development period.
- 1.c. The Supplemental Settlement Materials agreement further describes the availability and applicability of such market support generation (section 2) and specifies that, during the months of September through May, 1,120 MW of the supply of generation other than market support generation will be "measured at the distribution meter" (section 5). This will be defined as non-market support generation. Under this section 5, FirstEnergy supplies the line losses, within its control area, for the 1,120 MW increment of non-market support generation (non-MSG).

### **Section 2 Definitions**

- 2.a. FE or the Company – shall refer to FirstEnergy and its operating companies
- 2.b. MSG – shall mean Market Support Generation as described in Section 1.b. of this document
- 2.c. Non-MSG – means non-Market Support Generation as described in Section 1.c. of this document<sup>1</sup>
- 2.d. CRES – refers to Certified Retail Electricity Supplier
- 2.e. Eligible Supplier – means a supplier that has met the eligibility requirements defined in Section 4 of this document

<sup>1</sup> Under Section 5 of Supplemental Settlement Materials, FE absorbs the service area line losses associated with 1,120 MW of non-Market Support Generation identified in that section. This non-MSG is not a second block of 1,120 MW of capacity. Usage of the term "non-MSG" in this protocol does not modify FE's obligations defined by the Supplemental Settlement Materials.

- 2.f. **Generation Service Agreement** – the commitment of a customer to purchase generation from or through an Eligible Supplier
- 2.g. **EDI** – means Electronic Data Interchange which format a Supplier will utilize to submit an electronic enrollment of a customer for retail electric service
- 2.h. **Commission or PUCO** – means the Public Utilities Commission of Ohio

### **Section 3 Allocation of Generation Commitments between companies and retail customer classes**

Each of the two Generation Commitments is allocated among the companies and retail customer classes, as follows:

#### **3.a. MSG (Market Support Generation)**

<u>Category 1</u>	Ohio Edison	Residential <sup>2</sup>	260 MW
<u>Category 2</u>	" "	Other Retail	300 MW
<u>Category 3</u>	The Illuminating Company	Residential	170 MW
<u>Category 4</u>	" "	Other Retail	230 MW
<u>Category 5</u>	Toledo Edison	Residential	70MW
<u>Category 6</u>	" "	Other Retail	90 MW
Total MSG commitment			1,120 MW

#### **3.b. Non-MSG (Service area line losses)**

<u>Category 7</u>	Ohio Edison	Residential	at least 156 MW
<u>Category 8</u>	" "	Total (incl. Res.)	560 MW
<u>Category 9</u>	The Illuminating Company	Residential	at least 102 MW
<u>Category 10</u>	" "	Total (incl. Res.)	400 MW

<sup>2</sup> "Residential" customers include the following: for Ohio Edison, those customers served on Rates 10, 11, 17 and 19; for The Illuminating Company, those customers served on the Residential, Residential Water Heating, Residential Water and Space Heating, and Residential Space Heating; for Toledo Edison, those customers served on Rates R-01, R-01a, R-02, R-06 and R-06a. "Other Retail" customers include customers served on all other shoppable rate schedules.

<u>Category 11</u>	Toledo Edison	Residential	at least	42 MW
<u>Category 12</u>	" "	Total (incl. Res.)		160 MW

Total Non-MSG commitment 1,120 MW

#### **Section 4 Eligibility to submit a claim**

Only claims by Eligible Suppliers will be considered for approval.

##### **4.a Non-affiliated**

Any marketer, broker or aggregator, non-affiliated with any Ohio investor-owned utility, that has submitted an application to the Public Utilities Commission of Ohio to be certified as a CRES and an application to FirstEnergy for registration is eligible to submit a claim.

##### **4.b Affiliated**

In addition to the above requirements, a utility affiliate will qualify to submit a claim if the affiliate or utility (1) makes capacity available within the utilities' service areas offering choice in a similar manner and magnitude as the claimed generation or (2) has no owned or leased generating capacity within one wheeling transaction from FE's service areas.

##### **4.c. Government Aggregators**

Any supplier that participates as a Government Aggregator will qualify to submit a claim by showing evidence of an enacted ordinance and verification that the residents' opt out procedure has been performed so that the amount of load the Aggregator can supply may be determined.

##### **4.d. Customer Aggregators**

A customer seeking to acquire MSG capacity or reserve loss absorption on non-MSG capacity on behalf of its own facilities must become an Eligible Supplier in order to be considered for approval.

#### **Section 5 First-come-first-served process: Initial queues**

The Stipulation Documents call for the capacity commitments identified in Section 3 as Categories 1 through 12 to be made available to Eligible Suppliers on a first-come-first-served basis. This section outlines the criteria for establishing the queue.

- 5.a. A claim for available capacity must be submitted electronically by an Eligible Supplier via the process identified in this protocol. The forms and protocol are available on FirstEnergy's public web site (Identify web site)

address). Submission of a claim will require a password, which will be made available to the Eligible Supplier that has submitted an application to the Public Utilities Commission of Ohio to be certified as a CRES and an application to FirstEnergy for registration, and has supplied to FirstEnergy the supplier name, address, telephone and fax numbers, contact person name and e-mail address, or predetermined supplier identifier code provided by the company.

5.b. A claim is to be made for one of the Categories 1 through 12, identified in Section 3 of this document.

5.c. A claim can include the load for as many customers as the Eligible Supplier serves<sup>3</sup>. However, each claim must contain only a single duration for all the customers in the claim. If there are multiple durations for the customers for which the supplier is claiming generation, a separate claim must be made for each duration.

The Generation Commitments are available only in increments of twelve consecutive months, or until the end of the market development period, whichever terminates earlier. A monthly period is defined to be the period covered by the company's regularly scheduled cycle bill. The last day of the cycle billing period shall determine in which month the claim falls. The initial period starts with the customer's first bill cycle after January 1, 2001. Requests for capacity for nonconsecutive twelve monthly periods must be made as separate claims.

5.d. Each claim for "Other Retail" MSG or non-MSG must contain the following information (each claim is for one Category only)<sup>4</sup>:

- (i) name of each retail customer for whom the supplier has a Generation Service Agreement
- (ii) the account number for each retail customer identified in (i.)
- (iii) the amount of capacity being claimed on behalf of each retail customer (this amount cannot exceed the amount of the customer's

<sup>3</sup> Each claim shall be a separate file. Due to data processing limitations, no claim shall include more than 10,000 customers. If the supplier is requesting generation for more than 10,000 customers, then multiple claims can be made, each of which shall not exceed the maximum number of 10,000.

<sup>4</sup> A claimant for a Residential category may, at its option, use the requirements of this section rather than the requirements of Section 5.e.



peak load)<sup>5</sup>. For customers without demand meters, the supplier shall submit calculated peak demand values using the formula:

$$kW = .004194 \times kWh.$$

- (iv) for Market Support Generation, whether the capacity claimed for each retail customer will be classified as "Load Following" or "Capacity Factor" <sup>6</sup>
- (v) the time period (duration) for which the claim is made, for which period the supplier must have a Generation Service Agreement for all customers included in the claim

5.e. Claims for "Residential" MSG or non-MSG shall be submitted in a two-part process containing a "Reservation Claim" and a "Follow-up Claim" unless the supplier uses the provisions of section 5.d. to make the claim. The Reservation Claim must contain the same information as identified in section 5.d (i) and (v) above. In addition, the claimant must specify in the Reservation Claim the aggregate amount of MSG capacity or non-MSG line losses, and the total number of customers for which the claim is being made. The claimant must subsequently provide, within 40 days of this Reservation Claim, a Follow-up Claim providing the information specified in section 5.d (ii), (iii) and (iv) for each customer included in the claim. The company's approval process will not begin prior to the time when the information in section 5.d (ii), (iii) and (iv) is provided. Failure to supply the data in Section 5.d (ii), (iii) and (iv) within 40 days will result in removing the claim from the queue.

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<sup>5</sup> The historic peak load is defined as the highest measured peak incurred in the most recent available 12 billing months for customers with demand meters, and as the calculated peak load for customers without demand meters, with the calculated peak load based on the customer's energy consumption in the most recent available 12 billing months. For those residential and small commercial customers with new load, or not having 12 months of usage ended, a calculated method shall be used to determine the peak load. For all other customers, the peak load shall be quantified and approved by the company.

Only one supplier's claim for part or all of the customer's load will be accepted, and the supplier may not make more than one claim for MSG and one claim for non-MSG per customer. Per the Supplemental Settlement Materials, the entire customer's load must be served by the Market Support Generation if Load Following option is elected.

<sup>6</sup> The "Load Following" and "Capacity Factor" options are defined in section 2 of the Supplemental Settlement Materials referred to above. For suppliers selecting the capacity factor option, scheduling details will be identified in subsequent supplier/utility communications. For purposes of claiming market support generation capacity, the peak load in the twelve months ended June 2000 as identified in footnote 3, shall be used.

5.f. The first-come-first-served rule will be followed based on the time of submittal of the claim on the company's web site.

5.g. Pending claims in the queue

Once an Eligible Supplier's claim is submitted on the web site, the total amount of claimed capacity in the submission will be categorized as "pending", meaning that

- (i) the supplier has reserved a place in the first-come-first-served queue, subject to the approval process, and
- (ii) the utility will start the application review to determine that the requirements for approval are met.
- (iii) The pending claim for the customer's load will be noted on the company's public web site as a "pending market support or non-market support generation claim". The identity of the customers and Eligible Suppliers will not be posted on the public web site.

## **Section 6 Approval Process**

6.a. The Company will begin the approval process following the receipt of the totality of the information specified in Section 5.d. or 5.e., whichever Section applies to the submitted claim. It is the Company's objective to complete the approval process as soon as possible after receipt of the required information in Section 5.d. or 5.e. The Company's approval process includes:

- (i) verification that the supplier (including customers aggregating their own facilities' loads) has been approved as a Certified Retail Electricity Supplier (CRES), by the Public Utilities Commission and has been registered with the utility.<sup>7</sup>

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<sup>7</sup> If an intended supplier has not achieved CRES certification when it has made a claim for market support generation, the supplier's place in the first-come-first-served queue shall be forfeited (a) thirty calendar days following submittal of the claim or (b) thirty calendar days following the date when the PUCO first accepts CRES applications, whichever occurs later. Forfeiture Waivers may be granted by the company on a case-by-case basis for good cause shown (reasons beyond the control of the claimant) and shall be granted for each day that the PUCO extends its certification review period. Delivery of MSG capacity and non-MSG line losses to an Eligible Supplier shall not commence prior to its certification by the Commission.

- (ii) determination that the retail customer accounts and customers' names match, and that the identified customers are in fact customers of the utility.
- (iii) for Market Support Generation, determination that (i) for Load Following Option accounts the claimed market support generation equals each customer's historic peak level, and that (ii) for Capacity Factor Option accounts, the claimed market support generation is equal to or less than the historic peak level for each customer. If the claim exceeds the customer's historic peak load level, the company shall reduce the claim to that historic peak load level and notify the supplier.
- (iv) determination that the supplier has a contract (or an alternative form of verification)<sup>8</sup> with the retail customer that has a duration at least as long as the duration of the claim for MSG capacity non-MSG line losses.<sup>9</sup>
- (v) agreement by the supplier to a contract to abide by the terms of the applicable Open Access Transmission Tariff and the applicable service agreement.<sup>10</sup>
- (vi) determination that there is remaining capacity to meet the claim for the Company and retail customer class as identified in the application.<sup>11</sup>
- (vii) determination that the supplier, if a utility or affiliate, qualifies per the eligibility requirement stated previously in Section 4.2 of this document.

6.b. Should the Company determine that an Eligible Supplier's application not meet the requirements listed in Section 6.a. above, the following provisions apply:

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<sup>8</sup> Such alternative to be consistent with the verification required by the PUCO for CRES certification

<sup>9</sup> The utility shall verify the contract term by reviewing that provision in the Generation Service Agreement or alternate verification form, or through appropriate auditing techniques

<sup>10</sup> This tariff and its subsequent service agreement mandate all requirements for scheduling, delivery, and billing.

<sup>11</sup> If the Company affiliates are required to relinquish any generation per the terms of the Supplemental Stipulation, the affiliates shall relinquish such capacity on the next customer meter reading date following notification of the need to relinquish, as long as such date is at least 12 days following the notice. If less than 12 days remain until the next meter reading date following notification, the following month's meter read date shall be the date of relinquishment.

- )
- (i) If the Supplier fails to be certified as a Certified Retail Electricity Supplier (CRES) within the stated time limits, the claim shall be denied; should the Supplier subsequently become an approved CRES, a new claim for market support or non-market support generation must be made
  - (ii) If the insufficiency is the result of the Supplier's failure to register with the company, which includes EDI testing, the supplier shall have 30 days to become registered upon notification by the Company or the Supplier shall forfeit its place in the queue.
  - (iii) If the insufficiency is a result of the retail customer accounts and customers' names not matching or a determination that the listed customers are not customers of the utility, the Supplier shall have five business days<sup>12</sup>, after receipt of notification by the utility of such fact, to remedy such mismatch by submitting a replacement retail customer list in the specified electronic form. Such replacement list shall include corrections only to the original application.
  - (iv) If the replacement list required by Section 6.b.iii is not received in the time period, or if it is deficient, the Supplier shall forfeit its place in the first-come-first-served queue for those customers for whom information is deficient.
  - (v) If the replacement list required by Section 6.a.(iii) results in a lesser or equal amount of market support capacity being claimed than was identified in the initial claim, such replacement value shall be deemed to be the Supplier's claim for capacity.
  - (vi) If the replacement list required by Section 6.b.iii results in a greater amount of market support capacity being claimed, the excess of the new amount of capacity over the initial claim shall be treated as a new claim at the end of the then-existing queue.
  - (vii) If FE determines that at the time of application, the Eligible Supplier does not have a contract with any retail customer with the required contract duration, the supplier will forfeit its place in the queue for that part of the claim associated with customer who is not under contract. If it is determined for a claim for Residential MSG or non-MSG that the Eligible

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<sup>12</sup> A business day is defined as a day when the general office of FirstEnergy is open for business.

Supplier does not have a contract for the duration of the claim for 1% or more customers, the claim shall be rejected in its entirety. If it is determined for a claim for Other Retail MSG or non-MSG that the supplier does not have a contract for the duration of the claim for 1% of the claimed load, the claim shall be rejected in its entirety.

- (viii) If the Eligible Supplier fails to agree to the requirements of Section 6.b.(v), the application for capacity will be denied in its entirety.
  - (ix) If the utility or affiliate described in Section 4.b. above, does not make capacity available within its service area in a similar manner and magnitude as the claim or has owned or leased generating capacity within one wheeling transaction from FE's service areas, which would make the utility or affiliate ineligible for the MSG generation, the Eligible Supplier shall forfeit its place in the queue.
  - (x) If the claim for MSG or non-MSG exceeds the remaining generation in the specified category, the Eligible Supplier will be notified as such and given the option to modify its claim to equal the remaining generation. Such notification may be required for a part of the claim duration submitted by the Eligible Supplier; eg. month 11 of a 24 month claim may exceed the available generation in the specified category.
- 6.c. An Eligible Supplier may withdraw its claim for market support or non-market support generation on behalf of an individual retail customer in its entirety at any time prior to approval of the application.
- 6.d. If an Eligible Supplier were to discontinue serving a retail customer for which it had an approved market support or non-market support generation capacity claim and had proceeded with its use, at the Company's option, either the supplier's right to that capacity is forfeited and the claimed generation would be returned to the pool for that category, or the supplier shall be subject to a minimum monthly capacity factor identified in the Stipulation for the term of the approved claim.
- 6.e. Once the utility has approved an application for the claimed generation, the amount and duration of the claim shall be noted on the utility's public web site as an approved claim for market support or non-market support generation. The identity of the customers and suppliers will not be posted on the public web site.

## **Section 7 Electronic Data Interchange**

In the event that the enrollment process for a particular customer with the company is not completed by the time the supplier schedules the claimed generation, the supplier shall forfeit the approved claim for that customer and the claimed generation would be returned to the pool for that category.

## **Section 8 FirstEnergy contact**

For questions relating to market support generation, the FirstEnergy contact is:

**Douglas S. Burnell**  
**Administrator, Competitive Energy Supplier Contracts**  
**FirstEnergy Corp.**  
**76 South Main Street, Akron, Ohio 44308**  
**phone: 330-384-4813 fax: 330-255-1047**  
**e-mail: [SupplierSupport@firstenergycorp.com](mailto:SupplierSupport@firstenergycorp.com)**

**October 5, 2000**

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To: Burnelld@firstenergycorp.com  
cc: headingsd@firstenergycorp.com, dmbblank@firstenergycorp.com,  
korkosza@firstenergycorp.com, Denise R. Dinie  
Date: 01/12/2001 08:03 AM  
From: vaccarom@firstenergycorp.com  
Subject: New MSG URL...

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Doug,

Based upon our current ISD rules governing corporate URL names, we are planning to rename the current MSG Supplier site from <http://www.firstenergycorp.com/msg> to <http://supplierservices.firstenergycorp.com/msg> next Tuesday, January 16, 2001 morning at around 7:00 a.m.

We are suggesting that you update every link in the FE Supplier Support site to represent this new URL address. Additionally, we recommend that you use every means (List Server, direct e-mails, ...) possible to inform all users (Suppliers, Communications and Legal depts, Regulators, internal FE employees using the MSG application...) that this site has been altered. Additionally, they should be informed that they should update any and all bookmarks to this site.

If the current URL is requested after Tuesday, our plan is to display (for approximately 5 seconds) a page informing them that the MSG URL has been changed from <http://www.firstenergycorp.com/msg> to <http://supplierservices.firstenergycorp.com/msg> and that their bookmarks and favorites should be modified accordingly.

Note: The other MSG URLs [for Security and Approval processing] will not be modified as these are accessed through our Watt Intranet. The link on our internal Watt home page pointing to the MSG Supplier Tool will be modified by Tom Cellucci and will not require your attention.

If you have any questions or concerns, please contact me immediately at x3748 or via e-mail.

Thanks, Marc

Arthur Andersen  
ABA

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To: Rilck G. Noel@ANDERSEN WO  
cc:  
Date: 11/07/2000 03:21 PM  
From: Denise R. Dine, Cleveland, 781 / 2759  
Subject: MSG Supplier Claims Review

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Rilck -

As per my voicemail response to you this afternoon. Please provide comments either by Lotus Notes, Octel or via phone. If I do not hear from you by Wed. late afternoon, I will page you to discuss. We still do not have an idea of how many contracts this may entail. FE is working on the scopes (that is why they are in bold typing in the attached).

Thanks!  
Denise



AUP workprogram for MSG work.c

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©2000 Arthur Andersen. All Rights Reserved. For Internal Use only.  
Denise R. Dine

**CONFIDENTIAL**

000077



## AGREED-UPON PROCEDURES WORK PROGRAM

CLIENT: FirstEnergy Corp.

WORK: MSG Supplier Claims Review DATE: November XX, 2000

DESCRIPTION OF WORK TO BE COMPLETED	WORK COMPLETED	
	W/P REF.	BY

The work you have engaged us to perform in accordance with our job arrangement letter with you, dated November XX, 2000, is outlined below. We understand that FirstEnergy has reviewed the MSG Supplier Claims (as defined below) for duplicate, ineligible, invalid and/or inactive Customer Accounts (or Contracts, as defined below) within and amongst each Supplier Claim. FirstEnergy's definitions of duplicate, ineligible, invalid and inactive Customer Contracts are attached hereto for reference purposes. In performing its review, FirstEnergy segregated each Supplier Claim into two lists – the believed irregular Customer Contracts and the believed valid Customer Contracts. The believed irregularities consist of the duplicate, ineligible, invalid and/or inactive Customer Contracts identified by FirstEnergy. These lists will be presented directly to the suppliers for resolution. Arthur Andersen will review the believed valid Customer Contracts based on the following work program.

**Supplier Claim** – A supplier's request for available generation capacity submitted in accordance with the protocol outlined by FirstEnergy for the suppliers. A claim may contain up to 10,000 customer accounts/contracts (as defined below), all of which must be "claiming" capacity for the same duration.

**Customer Account (or Contract)** – An individual customer account (or contract) that is included in a Supplier Claim.

1. For each Supplier Claim, obtain from FirstEnergy the listings of the believed irregular Customer Contracts and the believed valid Customer Contracts.
2. For each Customer Contract on the listings of the believed valid Customer Contracts, obtain from the supplier access to the related written, signed contract between the supplier and the customer. For the contracts tested in steps 3. and 4. below, ensure the contracts are signed by both parties.
3. In connection with step 4. below, review the terms of the Customer Contracts and identify all provisions within the Customer Contracts that may bear upon the determination that the supplier has a contract (or alternative form of verification consistent with the verification required by the PUCO for CRES certification) with the retail customer. In performing this review, be alert for provisions within the Customer Contracts that may indicate that the Customer Contracts are not legal, binding commitments. For instance, if executory provisions, or a "letter of intent" or "option" to negotiate or enter into a contract, are provided for in the Customer Contracts. Document the location(s) of such provision(s) within the Customer Contracts and document the concern(s) with such provision(s).

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## AGREED-UPON PROCEDURES WORK PROGRAM

CLIENT: FirstEnergy Corp.

WORK: MSG Supplier Claims Review

DATE: November XX, 2000

DESCRIPTION OF WORK TO BE COMPLETED	WORK COMPLETED		
	W/P REF.	BY	
<p>Based on our discussions with you, it is our understanding that in performing the above, Customer Contracts that are conditioned solely upon the approval for receipt of MSG or non-MSG capacity shall be considered legal binding contracts unless the Customer Contracts contain other provisions that may call into question the legal commitment.</p> <p>4. In descending order based on capacity claimed, review the listing (by claim) of believed valid Customer Contracts and compare for consistency the following information on the listing to the related written contracts between the supplier and the customers.</p> <p>A. Customer account number (insert column name and number of the column from the listings prepared by FirstEnergy)</p> <p>B. Customer name (insert column name and number of the column from the listings prepared by FirstEnergy)</p> <p>C. Service address (insert column name and number of the column from the listings prepared by FirstEnergy)</p> <p>D. Quantity of generation claimed (insert column name and number of the column from the listings prepared by FirstEnergy)</p> <p>E. Type of customer/generation claimed (residential vs. non-residential and MSG vs. non-MSG) (insert column name and number of the column from the listings prepared by FirstEnergy)</p> <p>F. Duration (period) (insert column name and number of the column from the listings prepared by FirstEnergy)</p> <p>Continue to compare for consistency the information regarding the Customer Contracts on the listing of believed valid Customer Contracts to the related written contracts between the supplier and the customer, in descending order, until either:</p> <ul style="list-style-type: none"> <li>▪ Customer Contracts within the following scopes have been reviewed                             <ul style="list-style-type: none"> <li>▪ All Customer Contracts with capacity claims equal to or greater than <u>1,000</u> kW,</li> <li>▪ <u>33%</u> of Customer Contracts (systematically selected) with capacity claims equal to or greater than <u>200</u> but less than <u>1,000</u> kW, and</li> <li>▪ <u>10%</u> of Customer Contracts (systematically selected) with capacity claims less than <u>200</u> kW; OR</li> </ul> </li> </ul>			






CONFIDENTIAL

## AGREED-UPON PROCEDURES WORK PROGRAM

CLIENT: FirstEnergy Corp.

WORK: MSG Supplier Claims Review

DATE: November XX, 2000

DESCRIPTION OF WORK TO BE COMPLETED	WORK COMPLETED	
	W/P REF.	BY
<ul style="list-style-type: none"><li>For claims in the "other retail" category (i.e., non-residential), upon consideration of the review results for the Customer Contracts reviewed in steps 3. and 4., it can be determined that the supplier does not have written contracts for at least 5% of the total quantity of generation capacity claimed in the Supplier Claim containing those Customer Contracts.</li></ul> <p>5. Prepare a summary by claim of the results of our work.</p> <p>6. Draft a representation letter regarding the procedures that have been agreed upon and obtain a signed copy from FirstEnergy.</p>		



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CLAIMS FOR PROCESSING - 01/29/01

TE

Claims for Denise to audit

RED ACCTED

Claims Pending

176 TOL

189 TOL

187 TOL

2191 TOL

All of these are pending  
waiting the choice of a  
supplier.

\* We should wait to approve the last bit of the last claim in the queue until Brewer's revised loss factors are reflected in the claims data base.

C:\WINDOWS\TEMP\[-0060096.xls]Sheet1



000122

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To: murraykm@MWNCMH.COM  
cc: Bumelld@firstenergycorp.com, dmblank@firstenergycorp.com, Denise R. Dinie@ANDERSEN  
WO, headingsd@firstenergycorp.com  
Date: 01/12/2001 10:39 AM  
From: vaccarom@firstenergycorp.com  
Subject: Approval of Claim #55 and Creation of Claim #2652...

---

Kevin,

Per our phone conversation and your instructions, I have successfully performed the following tasks:

canceled contract (Contractno = 1872, REDACTED  
Name = REDACTED, kw = 2,845.74).  
removed contract (Contractno = 1879, REDACTED  
Name = REDACTED, kw = 6,118.00) from Claim #55.  
approved claim #55 for a total of 170,673.455 kw.  
created claim #2652 with one contract (REDACTED  
Name = REDACTED, kw = 6,118.00) copied from Claim #55.  
This remains in the exact same queue location as original claim #55 as  
it was created with the same Submission Date.  
validated claim #2652 for 6,118.00 kw.  
created a comment on claim #2652 to indicate that this was created from  
claim #55 as a result of a "partial power adjustment" situation.

If you have any questions or concerns, please contact me at (330)  
384-3748.

Thank You For Your Cooperation,

Marc

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©2001 Andersen. All rights reserved.  
Denise R. Dinie

000124

To: dmblank@firstenergycorp.com  
cc: headingsd@firstenergycorp.com, BurnellD@firstenergycorp.com, Denise R. Dinie@ANDERSEN  
WO, korkosza@firstenergycorp.com  
Date: 01/19/2001 09:27 AM  
From: vaccarom@firstenergycorp.com  
Subject: Dropped IEU Customers from Approved Claims...

Ladies & Gentlemen,

Per Kevin Murray's instructions, I have successfully removed the suggested customers from the previously approved IEU claims (refer to attached spreadsheets for details) as of 9:10 a.m. today. As a result of these reductions, the revised Remaining kW is currently being displayed on the web-site. Please note that we now have 4.29 mw remaining in Ohio Edison's claim pool.

This has had the following effect on the claim pools:

For OE/Other/MSG, these actions freed up 3,858.9 kW (+ 523.33 in losses) as a result of claim #55 dropping eight ~~LEDACTED~~ accounts reducing their allocation from 170,673.46 to 166,814.56 kw.

For CEI/Other/MSG, dropping the ~~LEDACTED~~ : account on claim #68 made 6,834.996 (+ 690.34 in losses) available to this claim pool.

For TE/Other/MSG, canceling the three ~~LEDACTED~~ accounts for claim #61 has added 15,200.5 (+ 1,187.36 in losses) to Toledo's remaining pool.

I will provide a new FIFO Submission report today so that you can see the result of these cancellations.

Thanks, Marc

----- Forwarded by Marc J. Vaccaro/OE/FirstEnergy on  
01/19/2001 08:55 AM -----

Kevin Murray <murraykm@MWNCMH.COM> on 01/18/2001 03:34:52 PM

To: "Mark Vaccaro (E-mail)" <vaccarom@firstenergycorp.com>  
cc: "Doug Burnell (E-mail)" <burnellD@firstenergycorp.com>, "Blank, David  
M. (E-mail)" <dmblank@firstenergycorp.com>  
Subject: Dropped ~~LEDACTED~~accounts.xls

<<Dropped ~~LEDACTED~~accounts.xls>>



000125

Mark - per our telephone discussion, the attached spreadsheet identifies the ~~REDACTED~~ accounts we would like to drop from MSG claim #55. These facilities have been sold and we are not authorized to aggregate these facilities as part of IEU-OH's group.

Also, I have cancelled the one account on claim # 2652. I was able to do this via the website. There are no accounts remaining on this claim.

I realized after we spoke that I have a couple of accounts on TE and CEI that are on an approved claim that I need to drop. I will send a second email with details.

Please give me a call if you have any questions. Thanks

Kevin Murray  
McNees, Wallace & Nurick  
614.719.2844  
murraykm@mwncmh.com

(See attached file: Dropped ~~REDACTED~~ accounts.xls)  
----- Forwarded by Marc J. Vaccaro/OE/FirstEnergy on  
01/19/2001 08:55 AM -----

Kevin Murray <murraykm@MWNCMH.COM> on 01/18/2001 03:50:16 PM

To: "Mark Vaccaro (E-mail)" <vaccarom@firstenergycorp.com>  
cc:  
Subject: ~~REDACTED~~ dropped accounts.xls

~~REDACTED~~ ~~REDACTED~~ dropped accounts.xls>>

Mark - the attached spreadsheets identifies other accounts that need to be dropped from TE and CEI claims. Claim number is on the spreadsheet.  
Reason  
code should be customer dropped supplier. Thanks.

Kevin Murray  
McNees, Wallace & Nurick  
614.719.2844  
murraykm@mwncmh.com

(See attached file: ~~REDACTED~~ dropped accounts.xls)



- Dropped ~~REDACTED~~ accounts.xls



- (REDACTED)opped accounts.xls

---

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UNCLASSIFIED

Request Error  
REQ  
CAP

Arthur Andersen  
ABA

---

To: murraykm@mwncmh.com  
cc: dryan@mwncmh.com  
Date: 01/08/2001 01:58 PM  
From: Denise R. Dinie, Cleveland, 781 / 2759  
Subject: MSG second round review

---

Hi Kevin!

Hope all is well. I have completed most of my second round reviews of the MSG claims and have just a few follow up questions/actions for you.

Your voicemail and fax concerning the second round claims being reviewed were exactly what I needed. Thanks!

I have attached below an error report for the IEU claims reviewed during this second round. My understanding is that the errors are now appearing on the FirstEnergy MSG website on a daily basis. As a result, you may have already corrected many (or all) of the errors. In order to facilitate the approval process, you may want to double check the attached error list to ensure all errors that require (required) attention have either been corrected or canceled.

*Please let me know if you have further questions. Thanks!*

Denise



definitions of errors.do

IEU error accts in claims.x

---

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## **MSG CLAIM ERRORS**

### **INVALID ACCOUNT NUMBER**

**DEFINITION** – FirstEnergy is unable to match the account number submitted by the supplier with an account number contained in the FirstEnergy CIS records.

### **INACTIVE CUSTOMER STATUS**

**DEFINITION** - the account number (per FirstEnergy CIS records) included in a supplier's claim is coded as "Inactive". Inactive means that FirstEnergy is no longer issuing a bill for this account number because the customer has discontinued service.

### **INELIGIBLE CUSTOMER ACCOUNT FOR CLAIM**

**DEFINITION** – a residential account that is included in a claim that a supplier has submitted in the Other Retail claim pool; or a non-residential account contained in a claim submitted in the Residential claim pool.

### **DUPLICATE ACCOUNT DETECTED**

**DEFINITION** – accounts having the same account number (per FirstEnergy Customer Information System records) that are included more than once in the same claim or in more than one claim for the same time period. Claims may be by the same supplier or from different suppliers. The MSG/Non-MSG categorization is ignored in making this determination.

**FIRSTENERGY CORP.  
MSG CLAIMS  
CUSTOMER CONTRACTS NOT SUBJECT TO THE INITIAL REVIEW PROCESS**

Due to the MSG claims that contain the customers listed below being submitted after the commencement of the initial MSG claims review process, the following customer contracts were not subjected to the initial claims review process. As a result, I am providing you with this list so that you may prepare these customer contracts for review.

In order to perform this review in the most efficient and effective manner, to the extent possible, I have been asked to complete the work by way of phone, fax, e-mail and overnight mail. In order to do this, I am requesting that you prepare partially redacted copies of your contracts with the following customers and send them to the fax number that delivers directly to my e-mail (216-774-6850) or by way of overnight delivery to my office (Denise Dinie, Arthur Andersen LLP, Suite 1800, 200 Public Square, Cleveland, Ohio 44114).

In preparing your partially redacted contracts, it is important that you leave at least the provision numbers (paragraph numbers) and provision titles (paragraph headers) in the contracts **UNREDACTED**. This information is pertinent to my understanding of the types of provisions that are included in these contracts. If upon review of the partially redacted information I determine that additional follow-up is required with you in order to understand certain provisions of the contracts, I will contact you. In addition, please be sure to include the signed signature page(s) as well as any attachment(s) to the contracts that identify the specifics of the contracts, such as the locations covered and/or the pricing arrangements.

After completion of this process, upon written request, I will be happy to return and/or destroy any and all contract copies that you have provided to me in order to complete this review. Should you have any questions, please give me a call at 216-348-2759. Thanks in advance for your assistance.

Claim Number	Customer Name
1756/2445	REDACTED
2340	??? CEI Claim ???

Unfortunately, due to some data errors in claim 2340, FirstEnergy was unable to validate this data and provide me with the customer name(s) associated with this claim. If this claim is for a single customer, please provide me with the contract with that customer. If this claim is for multiple customers, please submit your ASCII files for the above claim to me and I will choose the customers for which I would like to see contracts.

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000133

Arthur Andersen  
ABA

---

To: murraykm@mwncmh.com, dryan@mwncmh.com  
cc:  
Date: 12/22/2000 04:44 PM  
From: Denise R. Dinie, Cleveland, 781 / 2759  
Subject: Re: FE MSG second round reviews

---

Hi! Happy Holidays!

I have attached a message that is going to all suppliers (as applicable) regarding the second round of contract reviews. The contracts I will need for this review are listed in the attached message. Should you have any questions, please give me a call.

Thanks in advance for your assistance!

Denise



IEU second round.doc

---

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Denise R. Dinie



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anything by before Nov. 18 - need to get ASCII files

**FIRSTENERGY CORP.**  
**REQUEST FOR MSG CLAIM "VALID," "ERROR" AND "DUPLICATE" REPORTS**

Please run the above reports for the claims listed below so the review process may begin. When running the duplicate reports, please be sure to compare these claims to all other claims submitted, whether or not on this list.

Supplier	Claim Number	Customer Cat.	Claim Type
REDACTED			
REDACTED			
IEU	1756 x x	0	M
- REDACTED			
IEU	2340 x	0	M
REDACTED			
REDACTED			

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000135

REDACTED

REDACTED

TOL	2191	10	M
-----	------	----	---

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

In addition to the above, for the residential claims, I will need a list of all PIP customers for which MSG may not be eligible to be claimed.

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REDACTED

000136

**FIRSTENERGY CORP.**  
**REQUEST FOR MSG CLAIM "VALID," "ERROR" AND "DUPLICATE" REPORTS**

Please run the above reports for the claims listed below so the review process may begin. When running the duplicate reports, please be sure to compare these claims to all other claims submitted, whether or not on this list.

Supplier	Claim Number	Customer Cat.	Claim Type
✓ ✓ ✓ ✓ N/A	REDACTED		
✓ ✓ City	REDACTED		
✓ ✓ ✓ ✓ ✓ ✓ ✓ N/A	IEU 1756 ✓	0	M
✓ ✓ ✓ ✓ ✓ ✓ ✓ N/A	REDACTED		
✓ ✓ ✓ ✓ ✓ ✓ ✓ N/A	IEU 2340 <del>will be</del> IEO		M
✓ ✓ ✓ ✓ ✓ ✓ ✓ N/A	REDACTED		
not yet reviewed as may not get MSG allocation - consider for non-MSG	REDACTED		

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000137



REDACTED

REDACTED

TOL

2191

O

M

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

In addition to the above, for the residential claims, I will need a list of all PIP customers for which MSG may not be eligible to be claimed.

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000138

**FIRSTENERGY CORP.**  
**REQUEST FOR MSG CLAIM "VALID," "ERROR" AND "DUPLICATE" REPORTS**

Please run the above reports for the claims listed below so the review process may begin. When running the duplicate reports, please be sure to compare these claims to all other claims submitted, whether or not on this list.

Supplier	Claim Number	Customer Cat.	Claim Type
REDACTED			
REDACTED			
IEU	1756	0	M
REDACTED			
IEU	2340	0	M
REDACTED			
REDACTED			

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000139

REDACTED

REDACTED

TOL

2191

10

M

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

In addition to the above, for the residential claims, I will need a list of all PIP customers for which MSG may not be eligible to be claimed.

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000140

To: Denise R. Dinie  
cc: dryan@mwncmh.com, srandazzo@mwncmh.com  
Date: 12/13/2000 12:46 PM  
From: murraykm@mwncmh.com  
Subject: Re: MSG Claims Review Follow Up

Denise

Hopefully you received my autoreply that I am out of the office till Thursday afternoon. I will begin compiling the data requested once I return. I will forward your information request to Sam & Debbie so that we may perhaps expedite responding to your request.

Kevin Murray

----- Original Message -----

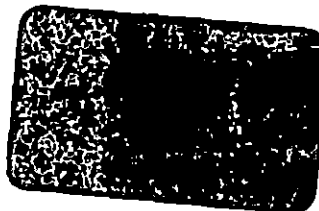
From: <denise.r.dinie@us.arthurandersen.com>

To: <murraykm@mwncmh.com>

Sent: Wednesday, December 13, 2000 12:12 PM

Subject: RE: MSG Claims Review Follow Up

>  
>  
> Hi Kevin!  
>  
> I believe we are in the final stages of the initial round of the MSG  
claims  
> reviews. In order to wrap up my review of your claims, I have put  
together a  
> summary of the information that I will need.  
>  
> (See attached file: IEU follow up.doc)  
>  
>.Please provide the above information at your earliest convenience. As I  
am sure  
> you are aware, we are all trying to expedite this process as much as  
possible  
> and your assistance is appreciated.  
>  
> If you have any questions, please give me a call. Thanks!  
>  
> Denise Dinie  
> Arthur Andersen LLP  
> 216-348-2759 phone  
>



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Footer\*\*\*\*\*

>

>

> Privileged/Confidential Information may be contained in this message. If you

> are not the addressee indicated in this message (or responsible for delivery of

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> reply email. Please advise immediately if you or your employer do not consent to

> Internet email for messages of this kind. Opinions, conclusions and other

> information in this message that do not relate to the official business of my

> firm shall be understood as neither given nor endorsed by it.

>

>

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Denise R. Dine

000143

**FIRSTENERGY CORP.  
MSG AUP - FOLLOW UP  
NOVEMBER/DECEMBER 2000**

**INDUSTRIAL ENERGY USERS - OHIO**

In order to finalize the review of the initial MSG claims submitted by Industrial Energy Users - Ohio (IEU), I have been asked to follow up on the items indicated below in order to obtain additional support.

1. Does IEU have any documentation of the dates that the following contracts were agreed to by these customers and the dates that the customers submitted their account data to IEU? Unfortunately, during my visit to IEU, I was unable to determine dates for these contracts as the date to be completed within the contracts regarding when the customer submitted account data to IEU was not filled in. In addition, I did not note any facsimile header printed on these contracts or any other verification as to when these customers agreed to these contracts. These customers are as follows:

- REDACTED
- REDACTED

Please provide me with whatever evidence you have to support when these customers agreed to these contracts.

2. In reviewing the accounts for which you made claims, 7 of the accounts claimed are not in the name of the customer for those accounts according to FirstEnergy's customer billing system. Please check your records and provide me with the correct customer names for these accounts. The account numbers are as follows:

- REDACTED
- REDACTED
- REDACTED
- REDACTED
- REDACTED
- REDACTED
- REDACTED

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000144

To: Denise R. Dinie  
cc: dmblank@firstenergycorp.com, Burnelid@firstenergycorp.com, headingsd@firstenergycorp.com  
Date: 11/29/2000 06:06 PM  
From: vaccarom@firstenergycorp.com  
Subject: MSG Follow-up

Denise,

REDACTED

REDACTED

REDACTED

I have re-validated all claims for IEU, REDACTED as of 6:00 p.m. tonight. There are several claims that still remain in error. Each supplier can view the error messages through the web-site. Doug has opted to manually handle (i.e. validate) REDACTED claims.

We have yet to re-import the accounts that we failed to import initially. We are going to suggest that, to make a clean break, Doug cancel all customer contracts in error after their due date has expired. Then, once Doug has completed this task, we can re-insert just those accounts and begin another 5-day error correction period on those recently merged contracts. This would be the easiest solution from our standpoint. The supplier would receive an e-mail message for each claim that contains account number validation errors. Due to the inherent nature of the application, the supplier would not be able to modify any cancelled contract, just those that would be in error after the insertion of new accounts.

If you have any questions or concerns, please contact me at x3748.

Thanks, Marc



000147



- pic21724.pcx



- pic13966.pcx

---

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Denise R. Dine



To: Denise R. Dinie  
cc: dryan@mwncmh.com, vleach-payne@mwncmh.com, srandazzo@mwncmh.com  
Date: 11/22/2000 08:25 AM  
From: murraykm@mwncmh.com  
Subject: RE: follow up

Sorry for the delay in responding. We will send a copy via fax to your rightfax number and to your secretary's attention. Please return and/or destroy any paper and electronic copies once you have reviewed the contract.

The contract is by REDACTED is a wholly owned subsidiary of REDACTED

Hope you have a nice holiday. Please let me know if you need additional information.

Kevin Murray  
Technical Specialist  
McNees, Wallace & Nurick  
614.719.2844  
murraykm@mwncmh.com

-----Original Message-----

From: denise.r.dinie@us.arthurandersen.com  
[mailto:denise.r.dinie@us.arthurandersen.com]  
Sent: Sunday, November 19, 2000 8:43 PM  
To: murraykm@mwncmh.com  
Subject: follow up

Hi Kevin!

I hope you had a nice weekend! As I wind into the final week of my fieldwork related to the MSG claims review, I wanted to follow up with you to see if you were able to locate the one contract that was missing the day I visited. If you were able to locate it, I will need to take a look at it. We can accomplish this in a couple of ways - (1) you may fax it to my rightfax number (216-774-6850), which sends the fax directly to my e-mailbox. I am the only individual with access to my e-mailbox; (2) you may fax it to my secretary, Nancy, at 216-771-3101; or (3) you may mail a copy to me at the below

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000164

address

and I can either destroy it or mail it back to you upon completion of my review.

Please let me know the status.

Thanks and Best Regards!

Denise

Denise R. Dinie  
Arthur Andersen LLP  
Suite 1800  
200 Public Square  
Cleveland, Ohio 44114

phone 216-348-2759

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Denise R. Dinie

000165

REDACTED REDACTED

REDACTED Industrial Energy Users REDACTED  
Columbus

REDACTED REDACTED

REDACTED REDACTED  
REDACTED REDACTED

REDACTED REDACTED

REDACTED

City of Toledo -

do by fax & phone?

is there even a contract?

someone involved w/ budgeting determined this  
was the way to go.

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000184

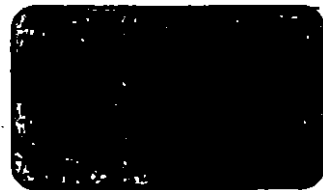
Dave Blank 330-384-5451  
IS • IEX results - 1 msg. contract  
• IEX msg. customer a/c's on  
FE listin.

REDACTED

- Contract Contingencies
- FES involvement

REDACTED

- availability of contract provisions  
re: legal, binding document  
(letter sent)
- definition of confidential info.



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11/1/00

D. Blank

• have placed a call to REDACTED she has returned call

• potentially have to do REDACTED

- next week?

(next couple of weeks)

no accounts

REDACTED

no claims

REDACTED

①

no are dups,  
etc.

REDACTED

REDACTED

REDACTED

REDACTED

probably not going to qualify

Industrial Energy Users - Columbus ①

REDACTED

TOL - City of Toledo?

REDACTED

REDACTED

REDACTED

REDACTED

problems:

- dup. claims
- dup. account #s
- other

audit - need to determine scope

- are the dups. we think are dups. truly dups.?
- reg. capacity

75k do?

71k do at least 1/2?

sample others

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1% of load → req. capacity  
• if bad, can kick out

→ our goal is to identify problems that have not been identified already

expect this will result in a legal process

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000194

✓  
REDACTED

- ✓
- IEU - ~~I~~ need to w/ credit arrangements between IEU/FES  
and customer in accordance w/ AUSA
- changes to summary
  - flu w/ IEU re: customer name differences
  - when did REDACTED a/c get submitted? after 1/20? (ok)
  - 2 contracts w/o date

✓  
REDACTED  
REDACTED  
REDACTED



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000201

6/11/14

subject to FES NSA, which  
has not been finalized

REDACTED not dated

from (6) not subject to  
initial review

off-ant issues REDACTED

Doc	Class	Subject	Co	Type	Conf	Account	Comments	Contract	Contract	Contract
1073	04	EU	CEI	0	M					1201105
1074	04	EU	CEI	0	M					1201105
1075	04	EU	CEI	0	M					1201105
1076	04	EU	CEI	0	M					1201105
1077	04	EU	CEI	0	M					1201105
1078	04	EU	CEI	0	M					1201105
1079	04	EU	CEI	0	M					1201105
1080	04	EU	CEI	0	M					1201105
1081	04	EU	CEI	0	M					1201105
1082	04	EU	CEI	0	M					1201105
1083	04	EU	CEI	0	M					1201105
1084	04	EU	CEI	0	M					1201105
1085	04	EU	CEI	0	M					1201105
1086	04	EU	CEI	0	M					1201105
1087	04	EU	CEI	0	M					1201105
1088	04	EU	CEI	0	M					1201105
1089	04	EU	CEI	0	M					1201105
1090	04	EU	CEI	0	M					1201105
1091	04	EU	CEI	0	M					1201105
1092	04	EU	CEI	0	M					1201105
1093	04	EU	CEI	0	M					1201105
1094	04	EU	CEI	0	M					1201105
1095	04	EU	CEI	0	M					1201105
1096	04	EU	CEI	0	M					1201105
1097	04	EU	CEI	0	M					1201105
1098	04	EU	CEI	0	M					1201105
1099	04	EU	CEI	0	M					1201105
1100	04	EU	CEI	0	M					1201105
1101	04	EU	CEI	0	M					1201105
1102	04	EU	CEI	0	M					1201105
1103	04	EU	CEI	0	M					1201105
1104	04	EU	CEI	0	M					1201105
1105	04	EU	CEI	0	M					1201105
1106	04	EU	CEI	0	M					1201105
1107	04	EU	CEI	0	M					1201105
1108	04	EU	CEI	0	M					1201105
1109	04	EU	CEI	0	M					1201105
1110	04	EU	CEI	0	M					1201105
1111	04	EU	CEI	0	M					1201105
1112	04	EU	CEI	0	M					1201105
1113	04	EU	CEI	0	M					1201105
1114	04	EU	CEI	0	M					1201105
1115	04	EU	CEI	0	M					1201105
1116	04	EU	CEI	0	M					1201105
1117	04	EU	CEI	0	M					1201105
1118	04	EU	CEI	0	M					1201105
1119	04	EU	CEI	0	M					1201105
1120	04	EU	CEI	0	M					1201105
1121	04	EU	CEI	0	M					1201105
1122	04	EU	CEI	0	M					1201105
1123	04	EU	CEI	0	M					1201105
1124	04	EU	CEI	0	M					1201105
1125	04	EU	CEI	0	M					1201105
1126	04	EU	CEI	0	M					1201105
1127	04	EU	CEI	0	M					1201105
1128	04	EU	CEI	0	M					1201105
1129	04	EU	CEI	0	M					1201105
1130	04	EU	CEI	0	M					1201105
1131	04	EU	CEI	0	M					1201105
1132	04	EU	CEI	0	M					1201105
1133	04	EU	CEI	0	M					1201105
1134	04	EU	CEI	0	M					1201105
1135	04	EU	CEI	0	M					1201105
1136	04	EU	CEI	0	M					1201105
1137	04	EU	CEI	0	M					1201105
1138	04	EU	CEI	0	M					1201105
1139	04	EU	CEI	0	M					1201105
1140	04	EU	CEI	0	M					1201105
1141	04	EU	CEI	0	M					1201105
1142	04	EU	CEI	0	M					1201105
1143	04	EU	CEI	0	M					1201105
1144	04	EU	CEI	0	M					1201105
1145	04	EU	CEI	0	M					1201105
1146	04	EU	CEI	0	M					1201105
1147	04	EU	CEI	0	M					1201105
1148	04	EU	CEI	0	M					1201105
1149	04	EU	CEI	0	M					1201105
1150	04	EU	CEI	0	M					1201105
1151	04	EU	CEI	0	M					1201105

REDACTED REDACTED  
REDACTED REDACTED  
REDACTED REDACTED



10/11



Item	Quan	Supplier	Co	Type	Unit	Assn	Customer	Contract	Contract	Contract
1132	43	EU	CEI	Q	M					
1133	43	EU	CEI	Q	M					
1134	43	EU	CEI	Q	M					
1135	43	EU	CEI	Q	M					
1136	43	EU	CEI	Q	M					
1137	43	EU	CEI	Q	M					
1138	43	EU	CEI	Q	M					
1139	43	EU	CEI	Q	M					
1140	43	EU	CEI	Q	M					
1141	43	EU	CEI	Q	M					
1142	43	EU	CEI	Q	M					
1143	43	EU	CEI	Q	M					
1144	43	EU	CEI	Q	M					
1145	43	EU	CEI	Q	M					
1146	43	EU	CEI	Q	M					
1147	43	EU	CEI	Q	M					
1148	43	EU	CEI	Q	M					
1149	43	EU	CEI	Q	M					
1150	43	EU	CEI	Q	M					
1151	43	EU	CEI	Q	M					
1152	43	EU	CEI	Q	M					
1153	43	EU	CEI	Q	M					
1154	43	EU	CEI	Q	M					
1155	43	EU	CEI	Q	M					
1156	43	EU	CEI	Q	M					
1157	43	EU	CEI	Q	M					
1158	43	EU	CEI	Q	M					
1159	43	EU	CEI	Q	M					
1160	43	EU	CEI	Q	M					
1161	43	EU	CEI	Q	M					
1162	43	EU	CEI	Q	M					
1163	43	EU	CEI	Q	M					
1164	43	EU	CEI	Q	M					
1165	43	EU	CEI	Q	M					
1166	43	EU	CEI	Q	M					
1167	43	EU	CEI	Q	M					
1168	43	EU	CEI	Q	M					
1169	43	EU	CEI	Q	M					
1170	43	EU	CEI	Q	M					
1171	43	EU	CEI	Q	M					
1172	43	EU	CEI	Q	M					
1173	43	EU	CEI	Q	M					
1174	43	EU	CEI	Q	M					
1175	43	EU	CEI	Q	M					
1176	43	EU	CEI	Q	M					
1177	43	EU	CEI	Q	M					
1178	43	EU	CEI	Q	M					
1179	43	EU	CEI	Q	M					
1180	43	EU	CEI	Q	M					
1181	43	EU	CEI	Q	M					
1182	43	EU	CEI	Q	M					
1183	43	EU	CEI	Q	M					
1184	43	EU	CEI	Q	M					
1185	43	EU	CEI	Q	M					
1186	43	EU	CEI	Q	M					
1187	43	EU	CEI	Q	M					
1188	43	EU	CEI	Q	M					
1189	43	EU	CEI	Q	M					
1190	43	EU	CEI	Q	M					
1191	43	EU	CEI	Q	M					
1192	43	EU	CEI	Q	M					
1193	43	EU	CEI	Q	M					
1194	43	EU	CEI	Q	M					
1195	43	EU	CEI	Q	M					
1196	43	EU	CEI	Q	M					
1197	43	EU	CEI	Q	M					
1198	43	EU	CEI	Q	M					
1199	43	EU	CEI	Q	M					
1200	43	EU	CEI	Q	M					
1201	43	EU	CEI	Q	M					
1202	43	EU	CEI	Q	M					
1203	43	EU	CEI	Q	M					
1204	43	EU	CEI	Q	M					
1205	43	EU	CEI	Q	M					
1206	43	EU	CEI	Q	M					
1207	43	EU	CEI	Q	M					
1208	43	EU	CEI	Q	M					
1209	43	EU	CEI	Q	M					
1210	43	EU	CEI	Q	M					
1211	43	EU	CEI	Q	M					
1212	43	EU	CEI	Q	M					
1213	43	EU	CEI	Q	M					
1214	43	EU	CEI	Q	M					
1215	43	EU	CEI	Q	M					
1216	43	EU	CEI	Q	M					
1217	43	EU	CEI	Q	M					
1218	43	EU	CEI	Q	M					
1219	43	EU	CEI	Q	M					
1220	43	EU	CEI	Q	M					
1221	43	EU	CEI	Q	M					
1222	43	EU	CEI	Q	M					
1223	43	EU	CEI	Q	M					
1224	43	EU	CEI	Q	M					
1225	43	EU	CEI	Q	M					
1226	43	EU	CEI	Q	M					
1227	43	EU	CEI	Q	M					
1228	43	EU	CEI	Q	M					
1229	43	EU	CEI	Q	M					
1230	43	EU	CEI	Q	M					
1231	43	EU	CEI	Q	M					
1232	43	EU	CEI	Q	M					

REDACTED REDACTED  
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[illegible]

Row	Client	Supplier	Co. Type	Client	Co. Type	Account	Customer	Contract	Contract	Contract	Contract
38537	1750	EU	CE	O	M			Type	Contract	Contract	Contract
38538	1750	EU	CE	O	M			C	11101	1201105	1201105
38539	1750	EU	CE	O	M			Total C	11101	1201105	1201105
38540	1750	EU	CE	O	M			Total V	11101	1201105	1201105

REDACTED

11/24

000206

14/4

000207

14/12/80  
A. J. P.

subject to FES NSA,  
which has not been  
finalized.

REDACTED

~~not listed. 10/12~~  
~~per receipt of~~  
~~amounts -~~  
~~per date of 10/18~~

- buys. - home off-out

1256 ACTED

5 (cont) REDACTED

• Many vol. be transcribed to appropriate  
12/17

Row	Chain	Length	Col	Type	Qual	Amount	Commodity	Customer	Contract	Contract
									Number	Number
831	53	120	OE	0	M				11/01	120/105
832	53	120	OE	0	M				11/01	120/105
833	53	120	OE	0	M				11/01	120/105
834	53	120	OE	0	M				11/01	120/105
835	53	120	OE	0	M				11/01	120/105
836	53	120	OE	0	M				11/01	120/105
837	53	120	OE	0	M				11/01	120/105
838	53	120	OE	0	M				11/01	120/105
839	53	120	OE	0	M				11/01	120/105
840	53	120	OE	0	M				11/01	120/105
841	53	120	OE	0	M				11/01	120/105
842	53	120	OE	0	M				11/01	120/105
843	53	120	OE	0	M				11/01	120/105
844	53	120	OE	0	M				11/01	120/105
845	53	120	OE	0	M				11/01	120/105
846	53	120	OE	0	M				11/01	120/105
847	53	120	OE	0	M				11/01	120/105
848	53	120	OE	0	M				11/01	120/105
849	53	120	OE	0	M				11/01	120/105
850	53	120	OE	0	M				11/01	120/105
851	53	120	OE	0	M				11/01	120/105
852	53	120	OE	0	M				11/01	120/105
853	53	120	OE	0	M				11/01	120/105
854	53	120	OE	0	M				11/01	120/105
855	53	120	OE	0	M				11/01	120/105
856	53	120	OE	0	M				11/01	120/105
857	53	120	OE	0	M				11/01	120/105
858	53	120	OE	0	M				11/01	120/105
859	53	120	OE	0	M				11/01	120/105
860	53	120	OE	0	M				11/01	120/105
861	53	120	OE	0	M				11/01	120/105
862	53	120	OE	0	M				11/01	120/105
863	53	120	OE	0	M				11/01	120/105
864	53	120	OE	0	M				11/01	120/105
865	53	120	OE	0	M				11/01	120/105
866	53	120	OE	0	M				11/01	120/105
867	53	120	OE	0	M				11/01	120/105
868	53	120	OE	0	M				11/01	120/105
869	53	120	OE	0	M				11/01	120/105
870	53	120	OE	0	M				11/01	120/105
871	53	120	OE	0	M				11/01	120/105
872	53	120	OE	0	M				11/01	120/105
873	53	120	OE	0	M				11/01	120/105
874	53	120	OE	0	M				11/01	120/105
875	53	120	OE	0	M				11/01	120/105
876	53	120	OE	0	M				11/01	120/105
877	53	120	OE	0	M				11/01	120/105
878	53	120	OE	0	M				11/01	120/105
879	53	120	OE	0	M				11/01	120/105
880	53	120	OE	0	M				11/01	120/105

[illegible]

[illegible]

000210

Row	Client	Supplier	Co.	Chm	Account	Customer	Contract	Contract	Contract
			Type	Type			Status	Standard	Enddate
872	55	IEU	OE	O	M		V	11/01	12/31/05
873	55	IEU	OE	O	M		V	11/01	12/31/05
874	55	IEU	OE	O	M		V	11/01	12/31/05
875	55	IEU	OE	O	M		V	11/01	12/31/05
876	55	IEU	OE	O	M		V	11/01	12/31/05
877	55	IEU	OE	O	M		V	11/01	12/31/05
878	55	IEU	OE	O	M		V	11/01	12/31/05
879	55	IEU	OE	O	M		V	11/01	12/31/05
880	55	IEU	OE	O	M		V	11/01	12/31/05
881	55	IEU	OE	O	M		V	11/01	12/31/05
882	55	IEU	OE	O	M		V	11/01	12/31/05
883	55	IEU	OE	O	M		V	11/01	12/31/05
884	55	IEU	OE	O	M		V	11/01	12/31/05
885	55	IEU	OE	O	M		V	11/01	12/31/05
886	55	IEU	OE	O	M		V	11/01	12/31/05
887	55	IEU	OE	O	M		V	11/01	12/31/05
888	55	IEU	OE	O	M		V	11/01	12/31/05
889	55	IEU	OE	O	M		V	11/01	12/31/05
890	55	IEU	OE	O	M		V	11/01	12/31/05
891	55	IEU	OE	O	M		V	11/01	12/31/05
892	55	IEU	OE	O	M		V	11/01	12/31/05
893	55	IEU	OE	O	M		V	11/01	12/31/05
894	55	IEU	OE	O	M		V	11/01	12/31/05
895	55	IEU	OE	O	M		V	11/01	12/31/05
896	55	IEU	OE	O	M		V	11/01	12/31/05
897	55	IEU	OE	O	M		V	11/01	12/31/05
898	55	IEU	OE	O	M		V	11/01	12/31/05
899	55	IEU	OE	O	M		V	11/01	12/31/05
900	55	IEU	OE	O	M		V	11/01	12/31/05
901	55	IEU	OE	O	M		V	11/01	12/31/05
902	55	IEU	OE	O	M		V	11/01	12/31/05
903	55	IEU	OE	O	M		V	11/01	12/31/05
904	55	IEU	OE	O	M		V	11/01	12/31/05
905	55	IEU	OE	O	M		V	11/01	12/31/05
906	55	IEU	OE	O	M		V	11/01	12/31/05
907	55	IEU	OE	O	M		V	11/01	12/31/05
908	55	IEU	OE	O	M		V	11/01	12/31/05
909	55	IEU	OE	O	M		V	11/01	12/31/05
910	55	IEU	OE	O	M		V	11/01	12/31/05
911	55	IEU	OE	O	M		V	11/01	12/31/05
912	55	IEU	OE	O	M		V	11/01	12/31/05
913	55	IEU	OE	O	M		V	11/01	12/31/05
914	55	IEU	OE	O	M		V	11/01	12/31/05
915	55	IEU	OE	O	M		V	11/01	12/31/05
916	55	IEU	OE	O	M		V	11/01	12/31/05
917	55	IEU	OE	O	M		V	11/01	12/31/05
918	55	IEU	OE	O	M		V	11/01	12/31/05
919	55	IEU	OE	O	M		V	11/01	12/31/05
920	55	IEU	OE	O	M		V	11/01	12/31/05
921	55	IEU	OE	O	M		V	11/01	12/31/05
922	55	IEU	OE	O	M		V	11/01	12/31/05
923	55	IEU	OE	O	M		V	11/01	12/31/05
924	55	IEU	OE	O	M		V	11/01	12/31/05
925	55	IEU	OE	O	M		V	11/01	12/31/05
926	55	IEU	OE	O	M		V	11/01	12/31/05
927	55	IEU	OE	O	M		V	11/01	12/31/05
928	55	IEU	OE	O	M		V	11/01	12/31/05
929	55	IEU	OE	O	M		V	11/01	12/31/05
930	55	IEU	OE	O	M		V	11/01	12/31/05
931	55	IEU	OE	O	M		V	11/01	12/31/05
932	55	IEU	OE	O	M		V	11/01	12/31/05
933	55	IEU	OE	O	M		V	11/01	12/31/05
934	55	IEU	OE	O	M		V	11/01	12/31/05
935	55	IEU	OE	O	M		V	11/01	12/31/05
936	55	IEU	OE	O	M		V	11/01	12/31/05
937	55	IEU	OE	O	M		V	11/01	12/31/05
938	55	IEU	OE	O	M		V	11/01	12/31/05
939	55	IEU	OE	O	M		V	11/01	12/31/05
940	55	IEU	OE	O	M		V	11/01	12/31/05
941	55	IEU	OE	O	M		V	11/01	12/31/05
942	55	IEU	OE	O	M		V	11/01	12/31/05
943	55	IEU	OE	O	M		V	11/01	12/31/05
944	55	IEU	OE	O	M		V	11/01	12/31/05
945	55	IEU	OE	O	M		V	11/01	12/31/05
946	55	IEU	OE	O	M		V	11/01	12/31/05
							Total V		

REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED REDACTED



subject to FES, NSA,  
which have not been  
finalized

Row	Claim	Supply	Co.	Type	Claim	Cust.	Account	Customer Name	Customer	Acct	Contract	Contract	Contract
3448	223	IEU	OE	0	0	M				L	V	U101	120105
3449	223	IEU	OE	0	0	M				L	V	U101	120105
3450	223	IEU	OE	0	0	M				L	V	U101	120105
3451	223	IEU	OE	0	0	M				L	V	U101	120105
Total 223											Total V		

REDACTED

11/10

000212

Handwritten signature

REDACTED

I not subject to  
inward process

12/24 20

REDACTED REDACTED  
REDACTED REDACTED  
REDACTED REDACTED

[illegible]

Row	Column	Supplier	Ca. Type	Column	Cost	Account	Customer	Customer	Account	Contract	Contract
1046	01	IEU	TE	0	M	REDACTED	REDACTED	REDACTED	L	V	11/01 12/31/05
1047	01	IEU	TE	0	M				L	V	11/01 12/31/05
1048	01	IEU	TE	0	M				L	V	11/01 12/31/05
1049	01	IEU	TE	0	M				L	V	11/01 12/31/05
1050	01	IEU	TE	0	M				L	V	11/01 12/31/05
1051	01	IEU	TE	0	M				L	V	11/01 12/31/05
1052	01	IEU	TE	0	M				L	V	11/01 12/31/05
1053	01	IEU	TE	0	M				L	V	11/01 12/31/05
1054	01	IEU	TE	0	M				L	V	11/01 12/31/05
1055	01	IEU	TE	0	M				L	V	11/01 12/31/05
1056	01	IEU	TE	0	M				L	V	11/01 12/31/05
1057	01	IEU	TE	0	M				L	V	11/01 12/31/05
1058	01	IEU	TE	0	M				L	V	11/01 12/31/05
1059	01	IEU	TE	0	M				L	V	11/01 12/31/05
1060	01	IEU	TE	0	M				L	V	11/01 12/31/05
1061	01	IEU	TE	0	M				L	V	11/01 12/31/05
1062	01	IEU	TE	0	M				L	V	11/01 12/31/05
1063	01	IEU	TE	0	M				L	V	11/01 12/31/05
1064	01	IEU	TE	0	M				L	V	11/01 12/31/05
1065	01	IEU	TE	0	M				L	V	11/01 12/31/05
1066	01	IEU	TE	0	M				L	V	11/01 12/31/05
Total 01											

• dates - when approved?

- Pres provided approved?  
12/14

• buys w/ - Tol # 2191

Row	Client	Supplier	Client	Client	Account	Customer	Customer	Account	Contract	Contract	Contract
2803	178	TOL	TE	O	M				U1607	1231005	U1607
2804	178	TOL	TE	O	M				U1601	1231005	U1601
2805	178	TOL	TE	O	M				U1601	1231005	U1601
2806	178	TOL	TE	O	M				U1601	1231005	U1601
2807	178	TOL	TE	O	M				U1601	1231005	U1601
2808	178	TOL	TE	O	M				U1601	1231005	U1601
2809	178	TOL	TE	O	M				U1601	1231005	U1601
2810	178	TOL	TE	O	M				U1601	1231005	U1601
2811	178	TOL	TE	O	M				U1601	1231005	U1601
2812	178	TOL	TE	O	M				U1601	1231005	U1601
2813	178	TOL	TE	O	M				U1601	1231005	U1601
2814	178	TOL	TE	O	M				U1601	1231005	U1601
2815	178	TOL	TE	O	M				U1601	1231005	U1601
2816	178	TOL	TE	O	M				U1601	1231005	U1601
2817	178	TOL	TE	O	M				U1601	1231005	U1601
2818	178	TOL	TE	O	M				U1601	1231005	U1601
2819	178	TOL	TE	O	M				U1601	1231005	U1601
2820	178	TOL	TE	O	M				U1601	1231005	U1601
2821	178	TOL	TE	O	M				U1601	1231005	U1601
2822	178	TOL	TE	O	M				U1601	1231005	U1601
2823	178	TOL	TE	O	M				U1601	1231005	U1601
2824	178	TOL	TE	O	M				U1601	1231005	U1601
2825	178	TOL	TE	O	M				U1601	1231005	U1601
2826	178	TOL	TE	O	M				U1601	1231005	U1601
2827	178	TOL	TE	O	M				U1601	1231005	U1601
2828	178	TOL	TE	O	M				U1601	1231005	U1601
2829	178	TOL	TE	O	M				U1601	1231005	U1601
2830	178	TOL	TE	O	M				U1601	1231005	U1601
2831	178	TOL	TE	O	M				U1601	1231005	U1601
2832	178	TOL	TE	O	M				U1601	1231005	U1601
2833	178	TOL	TE	O	M				U1601	1231005	U1601
2834	178	TOL	TE	O	M				U1601	1231005	U1601
2835	178	TOL	TE	O	M				U1601	1231005	U1601
2836	178	TOL	TE	O	M				U1601	1231005	U1601
2837	178	TOL	TE	O	M				U1601	1231005	U1601
2838	178	TOL	TE	O	M				U1601	1231005	U1601
2839	178	TOL	TE	O	M				U1601	1231005	U1601
2840	178	TOL	TE	O	M				U1601	1231005	U1601
2841	178	TOL	TE	O	M				U1601	1231005	U1601
2842	178	TOL	TE	O	M				U1601	1231005	U1601
2843	178	TOL	TE	O	M				U1601	1231005	U1601
2844	178	TOL	TE	O	M				U1601	1231005	U1601
2845	178	TOL	TE	O	M				U1601	1231005	U1601
2846	178	TOL	TE	O	M				U1601	1231005	U1601
2847	178	TOL	TE	O	M				U1601	1231005	U1601
2848	178	TOL	TE	O	M				U1601	1231005	U1601
2849	178	TOL	TE	O	M				U1601	1231005	U1601
2850	178	TOL	TE	O	M				U1601	1231005	U1601
2851	178	TOL	TE	O	M				U1601	1231005	U1601
2852	178	TOL	TE	O	M				U1601	1231005	U1601
2853	178	TOL	TE	O	M				U1601	1231005	U1601
2854	178	TOL	TE	O	M				U1601	1231005	U1601
2855	178	TOL	TE	O	M				U1601	1231005	U1601
2856	178	TOL	TE	O	M				U1601	1231005	U1601
2857	178	TOL	TE	O	M				U1601	1231005	U1601
2858	178	TOL	TE	O	M				U1601	1231005	U1601
2859	178	TOL	TE	O	M				U1601	1231005	U1601
2860	178	TOL	TE	O	M				U1601	1231005	U1601
2861	178	TOL	TE	O	M				U1601	1231005	U1601
2862	178	TOL	TE	O	M				U1601	1231005	U1601
2863	178	TOL	TE	O	M				U1601	1231005	U1601
2864	178	TOL	TE	O	M				U1601	1231005	U1601
2865	178	TOL	TE	O	M				U1601	1231005	U1601
2866	178	TOL	TE	O	M				U1601	1231005	U1601
2867	178	TOL	TE	O	M				U1601	1231005	U1601
2868	178	TOL	TE	O	M				U1601	1231005	U1601
2869	178	TOL	TE	O	M				U1601	1231005	U1601
2870	178	TOL	TE	O	M				U1601	1231005	U1601
2871	178	TOL	TE	O	M				U1601	1231005	U1601
2872	178	TOL	TE	O	M				U1601	1231005	U1601
2873	178	TOL	TE	O	M				U1601	1231005	U1601
2874	178	TOL	TE	O	M				U1601	1231005	U1601
2875	178	TOL	TE	O	M				U1601	1231005	U1601
2876	178	TOL	TE	O	M				U1601	1231005	U1601
2877	178	TOL	TE	O	M				U1601	1231005	U1601
2878	178	TOL	TE	O	M				U1601	1231005	U1601
2879	178	TOL	TE	O	M				U1601	1231005	U1601
2880	178	TOL	TE	O	M				U1601	1231005	U1601
2881	178	TOL	TE	O	M				U1601	1231005	U1601

REDACTED REDACTED  
REDACTED REDACTED  
REDACTED REDACTED

Row	Order	Supplier	Co.	Order	Order	Contract	Contract	Contract	Contract
				Type	Item	Item	Item	Item	Item
2982	178	TE	O	M					
2983	178	TE	O	M					
2984	178	TE	O	M					
2985	178	TE	O	M					
2986	178	TE	O	M					
2987	178	TE	O	M					
2988	178	TE	O	M					
2989	178	TE	O	M					
2990	178	TE	O	M					
2991	178	TE	O	M					
2992	178	TE	O	M					
2993	178	TE	O	M					
2994	178	TE	O	M					
2995	178	TE	O	M					
2996	178	TE	O	M					
2997	178	TE	O	M					
2998	178	TE	O	M					
2999	178	TE	O	M					
3000	178	TE	O	M					
3001	178	TE	O	M					
3002	178	TE	O	M					
3003	178	TE	O	M					
3004	178	TE	O	M					
3005	178	TE	O	M					
3006	178	TE	O	M					
3007	178	TE	O	M					
3008	178	TE	O	M					
3009	178	TE	O	M					
3010	178	TE	O	M					
3011	178	TE	O	M					
3012	178	TE	O	M					
3013	178	TE	O	M					
3014	178	TE	O	M					
3015	178	TE	O	M					
3016	178	TE	O	M					
3017	178	TE	O	M					
3018	178	TE	O	M					
3019	178	TE	O	M					
3020	178	TE	O	M					
3021	178	TE	O	M					
3022	178	TE	O	M					
3023	178	TE	O	M					
3024	178	TE	O	M					
3025	178	TE	O	M					
3026	178	TE	O	M					
3027	178	TE	O	M					
3028	178	TE	O	M					
3029	178	TE	O	M					
3030	178	TE	O	M					
3031	178	TE	O	M					
3032	178	TE	O	M					
3033	178	TE	O	M					
3034	178	TE	O	M					
3035	178	TE	O	M					
3036	178	TE	O	M					
3037	178	TE	O	M					
3038	178	TE	O	M					
3039	178	TE	O	M					
3040	178	TE	O	M					
3041	178	TE	O	M					
Total 178									

REDACTED REDACTED  
 REDACTED REDACTED  
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check - vector approved: 2

CES provided approved: 12/14

buys w/ # 2191 PL

Row	Class	Regular	Co. Type	Chen	Cost	Account	System name	Customer	Acct	Contract	Contract	Contract
3168	423	TOL	TE	O	M				C		11/01	12/31/05
3170	155	TOL	TE	O	M				C		11/01	12/31/05
3171	155	TOL	TE	O	M				C		11/01	12/31/05
3172	155	TOL	TE	O	M				C		11/01	12/31/05
3173	155	TOL	TE	O	M				C		11/01	12/31/05
3174	155	TOL	TE	O	M				C		11/01	12/31/05
3175	155	TOL	TE	O	M				C		11/01	12/31/05
3176	155	TOL	TE	O	M				C		11/01	12/31/05
3177	155	TOL	TE	O	M				C		11/01	12/31/05
3178	155	TOL	TE	O	M				C		11/01	12/31/05
3179	155	TOL	TE	O	M				C		11/01	12/31/05
3180	155	TOL	TE	O	M				C		11/01	12/31/05
3181	155	TOL	TE	O	M				C		11/01	12/31/05
3182	155	TOL	TE	O	M				C		11/01	12/31/05
3183	155	TOL	TE	O	M				C		11/01	12/31/05
3184	155	TOL	TE	O	M				C		11/01	12/31/05
3185	155	TOL	TE	O	M				C		11/01	12/31/05
3186	155	TOL	TE	O	M				C		11/01	12/31/05
3187	155	TOL	TE	O	M				C		11/01	12/31/05
3188	155	TOL	TE	O	M				C		11/01	12/31/05
3189	155	TOL	TE	O	M				C		11/01	12/31/05
3190	155	TOL	TE	O	M				C		11/01	12/31/05
3191	155	TOL	TE	O	M				C		11/01	12/31/05
3192	155	TOL	TE	O	M				C		11/01	12/31/05
3193	155	TOL	TE	O	M				C		11/01	12/31/05
3194	155	TOL	TE	O	M				C		11/01	12/31/05
3195	155	TOL	TE	O	M				C		11/01	12/31/05
3196	155	TOL	TE	O	M				C		11/01	12/31/05
3197	155	TOL	TE	O	M				C		11/01	12/31/05
3198	155	TOL	TE	O	M				C		11/01	12/31/05
3199	155	TOL	TE	O	M				C		11/01	12/31/05
3200	155	TOL	TE	O	M				C		11/01	12/31/05
3201	155	TOL	TE	O	M				C		11/01	12/31/05
3202	155	TOL	TE	O	M				C		11/01	12/31/05
3203	155	TOL	TE	O	M				C		11/01	12/31/05
3204	155	TOL	TE	O	M				C		11/01	12/31/05
3205	155	TOL	TE	O	M				C		11/01	12/31/05
3206	155	TOL	TE	O	M				C		11/01	12/31/05
3207	155	TOL	TE	O	M				C		11/01	12/31/05
3208	155	TOL	TE	O	M				C		11/01	12/31/05
3209	155	TOL	TE	O	M				C		11/01	12/31/05
3210	155	TOL	TE	O	M				C		11/01	12/31/05
3211	155	TOL	TE	O	M				C		11/01	12/31/05
3212	155	TOL	TE	O	M				C		11/01	12/31/05
3213	155	TOL	TE	O	M				C		11/01	12/31/05
3214	155	TOL	TE	O	M				C		11/01	12/31/05
3215	155	TOL	TE	O	M				C		11/01	12/31/05
3216	155	TOL	TE	O	M				C		11/01	12/31/05
3217	155	TOL	TE	O	M				C		11/01	12/31/05
3218	155	TOL	TE	O	M				C		11/01	12/31/05
3219	155	TOL	TE	O	M				C		11/01	12/31/05
3220	155	TOL	TE	O	M				C		11/01	12/31/05
3221	155	TOL	TE	O	M				C		11/01	12/31/05
3222	155	TOL	TE	O	M				C		11/01	12/31/05
3223	155	TOL	TE	O	M				C		11/01	12/31/05
3224	155	TOL	TE	O	M				C		11/01	12/31/05
Total 155												

REDACTED REDACTED  
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- Res approved?  
12/21

Row	Chain	Supplier	Co. Type	Chain Cat.	Account	Customer Name	Customer	Product	Act	Contract	Contract	Product
3073	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3074	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3075	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3076	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3077	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3078	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3079	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3080	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3081	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3082	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3083	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3084	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3085	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3086	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3087	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3088	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3089	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3090	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3091	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3092	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3093	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3094	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3095	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3096	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3097	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3098	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3099	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3100	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3101	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3102	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3103	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3104	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3105	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3106	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3107	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3108	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3109	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3110	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3111	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3112	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3113	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3114	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3115	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3116	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3117	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3118	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3119	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3120	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3121	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3122	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3123	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3124	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3125	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3126	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3127	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3128	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3129	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3130	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3131	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3132	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3133	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3134	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3135	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3136	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3137	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3138	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3139	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3140	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3141	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3142	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3143	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3144	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3145	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3146	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3147	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3148	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3149	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3150	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105
3151	187	TOL	TE	M				17101 123.105	1	C	123.105	17101 123.105

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17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	123.105	17101	
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REDACTED REDACTED  
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Item	Qty	Supplier	Co.	Unit	Account
3153	187	TE	O	M	
3153	187	TE	O	M	
3154	187	TE	O	M	
3154	187	TE	O	M	
3155	187	TE	O	M	
3156	187	TE	O	M	
3157	187	TE	O	M	
3158	187	TE	O	M	
3159	187	TE	O	M	
3160	187	TE	O	M	
3161	187	TE	O	M	
3162	187	TE	O	M	
3163	187	TE	O	M	
3164	187	TE	O	M	
3165	187	TE	O	M	
3166	187	TE	O	M	
3167	187	TE	O	M	
3168	187	TE	O	M	
Total 187					

REDACTED

REDACTED

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Item	Qty	Supplier	Co.	Unit	Account
3153	187	TE	O	M	
3153	187	TE	O	M	
3154	187	TE	O	M	
3154	187	TE	O	M	
3155	187	TE	O	M	
3156	187	TE	O	M	
3157	187	TE	O	M	
3158	187	TE	O	M	
3159	187	TE	O	M	
3160	187	TE	O	M	
3161	187	TE	O	M	
3162	187	TE	O	M	
3163	187	TE	O	M	
3164	187	TE	O	M	
3165	187	TE	O	M	
3166	187	TE	O	M	
3167	187	TE	O	M	
3168	187	TE	O	M	
Total 187					

000219



--- (Res. upland)

Estimate days w/

Sum #187, 176,

[illegible]

Chairman Suppl Com Cu Cia Account  
1756 IEU CEI O M  
1756 IEU CEI O M

Customername  
REDACTED

Customer  
REDACTED

A Co Contract Startdate Contract Enddate Cane Requested Contract Re  
12/01/01 12:00 AM 12/31/05 12:00 AM Inval 111.7 0.0  
LV 01/01/01 12:00 AM 12/31/05 12:00 AM 762.0 762.0

844

**Customer**

REDACTED REDACTED

A Co	Contract Startdate	Contract Enddate	Canc Requested	Contract Ref
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	0.5
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	1.5
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 3	38.2
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 4	0.3
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 5	39.6
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 6	33.7
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	29.4
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 8	37.2
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	21.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	3.7
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 11	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 14	24.7
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 15	0.2
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 15	33.5
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 15	0.1
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	3.5
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	0.1
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	49.7
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	4.4
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	1.9
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	1.5
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	0.5
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	0.4
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	0.2
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 25	2.8
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	23.1
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	0.4
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	13.3
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	0.4
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 10	4.8
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	4.4
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	10.5
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	42.5
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	0.9
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 35	0.6
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	3.4
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	34.2
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	67.1
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	25.5
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 40	8.7
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	4.1
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	0.2
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	0.3
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	0.1
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	4.5
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	0.8
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	0.6
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	Load 1	1.1

**Customer**

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A Co	Contract Standdate	Contract Enddate	Canc Requested	Contract Re
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	1.3	1.2
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	2.5	1.3
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	1.2	1.3
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	1.7	1.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	1.7	1.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	14.3	1.5
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	1.9	1.7
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	2.2	1.8
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	2.6	2.2
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	3.4	2.3
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	3.7	2.8
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	3.7	2.9
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	3.0	2.9
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	6.0	3.1
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	5.4	3.3
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	7.1	4.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	6.4	4.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	4.7	4.5
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	4.7	4.6
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	4.1	4.5
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	11.8	4.7
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	6.3	4.8
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	5.8	4.8
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	5.7	4.9
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	6.0	5.1
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	5.4	5.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	5.8	6.1
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	6.7	6.2
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	5.2	6.2
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	6.0	6.2
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	7.4	6.3
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	6.6	7.5
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	8.4	8.1
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	9.4	8.7
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	14.4	8.5
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	6.9	8.5
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	9.2	9.1
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	7.3	9.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	10.3	10.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	9.7	10.2
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	15.1	10.2
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	19.7	10.7
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	12.4	12.2
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	19.1	12.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	44.9	14.3
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	19.8	15.6
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	26.0	15.8
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	16.5	16.7
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	24.0	17.5



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Customername

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A Co	Contract Startdate	Contract Enddate	Canc Requested	Contract Re
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	5.0	4.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	6.8	4.6
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	6.0	5.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	6.0	5.3
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	7.9	8.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	7.4	8.3
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	9.0	8.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	9.4	8.8
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	11.0	9.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	9.4	10.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	10.5	10.5
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	11.0	11.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	15.7	12.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	12.0	13.5
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	15.0	14.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	20.1	18.3
C V	01/01/01 12:00 AM	12/31/05 12:00 AM	20.5	18.7
C V	01/01/01 12:00 AM	12/31/05 12:00 AM	24.9	23.0
C V	01/01/01 12:00 AM	12/31/05 12:00 AM	42.9	42.9
C V	01/01/01 12:00 AM	12/31/05 12:00 AM	55.6	51.8
C V	01/01/01 12:00 AM	12/31/05 12:00 AM	84.0	52.0
C V	01/01/01 12:00 AM	12/31/05 12:00 AM	60.8	60.8
C V	01/01/01 12:00 AM	12/31/05 12:00 AM	557.6	74.4
C V	01/01/01 12:00 AM	12/31/05 12:00 AM	78.4	77.2
C V	01/01/01 12:00 AM	12/31/05 12:00 AM	86.6	82.2
C V	01/01/01 12:00 AM	12/31/05 12:00 AM	1,040.0	1,040.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	18.3	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	24.1	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	0.5	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	25.2	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	1.9	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	20.1	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	0.1	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	3.1	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	0.1	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	1.6	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	5.3	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	0.2	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	23.2	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	2.1	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	3.8	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	0.4	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	18.6	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	2.2	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	0.9	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	0.6	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	0.4	0.0

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A Co	Contract Startdate	Contract Enddate	Canc Requested	Contract Rele
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	frwell	4.8
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Lead	36.7
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Lead	15.8
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Lead	21.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	frwell	0.2
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Lead	22.7
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Lead	125.8
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Lead	2.7
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Lead	24.9
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	frwell	0.3
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		0.6
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		0.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		2.7
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		0.3
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		1.2
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		1.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		2.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		5.7
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		2.9
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		2.3
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		2.9
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		1.8
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		2.1
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		2.6
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		8.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		3.2
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		4.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		5.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		13.3
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		7.5
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		5.7
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		8.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		5.9
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		7.5
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		11.6
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		13.7
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		7.3
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		14.9
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		8.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		8.2
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		14.2
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		9.3
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		9.3
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		10.1
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		10.8
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		11.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		11.6
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		20.1
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		14.9



## Customer

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Customer

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C Co	Contract Startdate	Contract Enddate	Canc Requested	Contract Rele
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load - 0.8	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load - 0.6	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load - 60.4	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load - 1.9	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load - 152.2	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load - 0.1	0.0
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Load - 0.1	0.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	0.3	0.3
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	1.9	1.5
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	5.2	3.1
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	3.0	3.7
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	4.0	4.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	4.4	4.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	5.1	4.8
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	15.8	5.1
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	4.8	5.5
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	9.5	5.8
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	5.6	6.3
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	6.6	8.3
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	7.7	8.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	16.1	8.8
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	76.1	11.2
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	14.5	11.3
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	25.0	12.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	23.8	17.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	30.4	18.1
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	27.1	20.5
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	46.0	21.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	4.4	24.6
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	33.5	32.2
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	28.2	34.5
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	186.1	156.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	312.9	172.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	861.9	255.0

000229

**Customer:**

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Claimno	Suppli	Com	Cu	Cla	Account	Customername	Customer	A	Co	Contract	Startdate	Contract	Enddate	Canc	Requesteds	Contract	Re
2191	TOL	TE	O	M	.....			L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		22.5		22.5
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		23.4		23.4
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		23.5		23.5
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		20.0		24.8
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		27.0		27.0
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		27.7		27.7
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		31.3		31.3
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		31.4		31.4
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		32.5		32.5
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		34.9		34.9
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		44.1		44.1
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		48.5		48.5
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		48.7		48.7
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		51.2		51.2
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		58.0		58.0
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		61.1		61.1
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		61.3		61.3
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		62.9		62.9
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		67.0		67.0
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		88.6		88.6
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		97.0		97.0
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		104.0		104.0
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		113.9		113.9
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		117.6		117.6
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		120.0		120.0
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		129.0		129.0
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		133.0		133.0
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		196.0		196.0
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		237.0		237.0
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		250.0		250.0
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		342.0		363.0
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		374.4		457.0
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		656.0		656.0
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		720.0		720.0
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		762.0		762.0
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		837.7		837.7
2191	TOL	TE	O	M				L	V	01/01/01	12:00 AM	12/31/05	12:00 AM		13,314.3		12,359.2

REDACTED

REDACTED

REDACTED

## Customer

REDACTED REDACTED

A Co	Contract Startdate	Contract Enddate	Canv Requested	Contract Ref
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Dupli	38.5
L C	01/01/01 12:00 AM	12/31/05 12:00 AM	Dupli	4.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	1	2,271.6
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		0.1
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		0.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	5	0.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		0.5
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	10	0.8
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		1.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		1.8
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		1.8
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		1.9
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	15	2.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		3.3
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		3.7
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		3.8
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		3.3
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	20	0.6
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		4.1
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		4.5
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		5.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		5.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	25	5.1
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		5.6
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		5.6
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		5.9
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		5.9
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	30	6.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		6.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		6.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		6.7
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		7.2
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	35	7.5
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		7.5
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		8.0
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		8.5
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		8.9
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	40	9.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		10.4
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		11.1
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		11.1
L V	01/01/01 12:00 AM	12/31/05 12:00 AM	45	17.8
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		18.1
L V	01/01/01 12:00 AM	12/31/05 12:00 AM		18.5

**Customer**

CustomerName

REDACTED

Customer

DEN ACHTER

A	Co	Contract Standale	Contract Enddate	Canc Requested	Contract Re
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	22.5	22.5
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	23.4	23.4
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	23.5	23.5
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	20.0	24.8
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	27.0	27.0
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	27.7	27.7
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	31.3	31.3
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	31.4	31.4
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	32.5	32.5
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	34.9	34.9
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	44.1	44.1
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	48.5	48.5
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	48.7	48.7
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	51.2	51.2
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	58.0	58.0
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	61.1	61.1
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	61.1	61.1
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	61.3	61.3
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	62.9	62.9
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	67.0	67.0
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	88.6	88.6
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	97.0	97.0
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	104.0	104.0
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	113.9	113.9
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	117.6	117.6
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	120.0	120.0
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	129.0	129.0
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	133.0	133.0
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	196.0	196.0
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	237.0	237.0
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	250.0	250.0
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	342.0	363.0
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	376.4	456.0
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	656.0	656.0
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	720.0	720.0
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	762.0	762.0
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	837.7	837.7
L	V	01/01/01 12:00 AM	12/31/05 12:00 AM	13,314.3	12,359.2

Kevin Murray

---

From:  
Sent: Wednesday, October 18, 2000 2:03 PM  
To: murraykm@mwncmh.com  
Cc:  
Subject: Kevin,



First Energy IEU  
Pool Load Dat...

Kevin,

I just got the information on the missing account number. This is a new facility for SSA and we just got our first bill. There are two accounts at this facility (usage at 2nd account very minor). See attachment with the update on #5410.

Call with any questions.



## Kevin Murray

---

From: BOBWA8BCX@aol.com  
Sent: Tuesday, October 17, 2000 10:07 AM  
To: Murraykm@mwncmh.com  
Subject: Addition to MSG Spreadsheet...



05742 Ohio -  
Electric Use...

Kevin:

I have attached an updated spreadsheet with the one addition ~~LEAD~~ Account added. Note the extreme upper, left hand cell: I'll always indicate the last revision there. Also, the block added is highlighted in (almost) scarlet red.

Bob



① what other agreements are anticipated between the Member & IEU? CATCH ALL

→ ② not all Member's claimed? NOT TRUE - DISCONNECT B/H FE RUN  
not all acct. #'s for all Member's claimed? } & ASSE FILE?

③ Contracts claimed that could not be matched

REDACTED

④ time period indicated by some Members  
PERIOD OF KW REPORTED BY

→ submitted some last Fri.



**CONFIDENTIAL**

Inquiries:

• what "other" agreements must be executed?

• not all customers listed or attachments claimed?

Contracts exp.?  
time periods? • REDACTED contracts not found but claimed

• time period for Ohio/GGC Elec. Plan

REDACTED

contracts not found but claimed  
↓  
not claimed at all?

**CONFIDENTIAL**

000303

11.15.00

11:00 - 11:30 INTR

11:30 - 5:30 WOE

less 1/2 hr.

IEU

about 10 contracts - services & supply agreement (SSA)

all contracts are identical w/ attached information from the customer re: acct. #s, addresses, etc.

IEU is an aggregator & thus all contracts are subject to the draft master service agreement (MSA)

### MSA

FES & IEU 9.30.00

IEU must receive "assured pricing fossil energy" (definition # 4)  
- 200 MW

term 1.1.01 to 12.31.10 (10 years)

FES may cancel upon 6-month written notice as of the date the PTC ceases for OE, CEI, TE but not before 12.31.05 as effective date

Customer may terminate with 12-mos written notice if FES can procure at lower price for a calendar year, then FES & IEU will take efforts to maximize resale revenue of MSA

price set for I & C customers 1.1.01 to 12.31.05

- from 1.1.06 - 12.31.10 will negotiate market price

IEU eligible for 5-20% of savings to a customer

has FES accepted all of these contracts?

assignment permitted if ok w/ other party to the contract

limitation of liability clause (FES)

**CONFIDENT**

000304

SSA

term is for "at least as long as the duration of IEL's MSG claim" contingencies:

- NSA is entered into in substantially same form as the draft
  - IEL makes successful claim for NSA in sufficient amount to meet requirements of customer accounts
  - IEL is certified by PUCO
  - ~~has~~ customer executed <sup>over</sup> agreements required
- customer accounts identified by customer in attachments/e-mails
- customer authorizes IEL to use such information for MSG claim
  - customer authorizes IEL to obtain necessary information from OE, CEI, TE for claim
- capacity needs - "load following" option claim

"Member understands that the exact structure of the IEL-OH aggregation program will be controlled by definitive agreements that shall be executed by FES, IEL-OH and member."

→ Can IEL "allocate" the assured pricing pooled energy among customers - in load following option?

→ what are KVA? (REDATED) same as KW?

(BNA/AA)

CFR/AA

**CONFIDENTIAL**

000305

## Section 1 - Member's Designation of IEL-OH as Aggregator

In consideration of IEL-OH's inclusion of Member's eligible accounts in IEL-OH's claim for MSG, Member agrees that IEL-OH shall be Member's competitive electric service aggregator for a term that is at least as long as the duration of IEL-OH's related claim for MSG provided that: (1) the MSA b/w IEL-OH and FirstEnergy is entered into in substantially the same form as the draft document contained in Appendix A; (2) IEL-OH makes a successful claim for MSG in sufficient amount to meet the requirements of Member's eligible accounts; (3) IEL-OH is certified as an aggregator by the PUC of OH; and (4) Member executes such other agreements as may be required to participate in the above-mentioned IEL-OH aggregation program.

no prices here but in MSA for "Pooled Customers"

**CONFIDENTIAL**

→ REDACTED dated 10/20 for receipt of contracts accounts  
10/16 date of fax



→ REDACTED dated fax 10/16 5:34 PM  
10/10 for contracts  
? on binding contract

du  
|

→ Redacted no dates

→ several SSAs for which no MSG was claimed

→ REDACTED dated 10/19 11:46 am

du

→ REDA no addresses

→ no contract info. on FE's summary for:

REDACTED

→ ✓ REDACTED

NO DATES

REDACTED

**CONFIDENTIAL**

000307

FIRSTENERGY CORP.  
MSG AUP  
NOVEMBER 2000

INDUSTRIAL ENERGY USERS - OHIO

MILEAGE - Cleveland to Columbus - 290 miles (start 1143; end 1433)

PARKING - Downtown Columbus - paid by IEU via ticket validation

On November 15, 2000, at 11:00 a.m. (until 5:30 p.m.), I met with Sam Randazzo and Kevin Murray of IEU in order to perform the MSG claims review process. I presented Mr. Randazzo and Mr. Murray with the Error Reports and explained to them the contents of the package containing those reports. I also explained to them that the 5 day "correction" period, as outlined in the MSG Protocol provided by FirstEnergy, began as the following day, November 16, 2000.

I then discussed with the above individuals the review process for the "valid" claims. Upon completion of my explanation of the review process, IEU presented to me its contracts for my review. I began my review based upon the procedures agreed to by FirstEnergy, as outlined in Attachment A.

There were several items that I noted recurred throughout most of the contracts that I reviewed. These items are as follows:

- As IEU is an aggregator, IEU entered into a draft Master Service Agreement with FirstEnergy Services (FES) on September 30, 2000. As of the date of my visit to IEU, this Master Service Agreement had not been finalized and executed. All contracts between IEU and the customers are subject to the Master Service Agreement that had not been executed (i.e., FES must accept the customers of IEU as parties to the Master Service Agreement and the customers of IEU must accept the terms of the Master Service Agreement).

The Master Service Agreement draft contains the pricing terms.

The duration of the Master Service Agreement draft (MSA) covers the market support period. The MSA is subject to early cancellation by FES but not before the end of the market support period. The MSA is subject to cancellation by any given customer (which would ultimately cancel the contract between IEU and the customer also) with twelve months written notice.

- The duration of the contracts between IEU and the customers is for a period of time "at least as long as the duration of IEU's MSG claim."

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000377

they will agree to a contract in substantially the same form as Attach. A (MSA)  
credit arrangements

in substantially the same form as the draft, which was provided to the customers

- The contracts between IEU and the customers are contingent upon the Master Service Agreement between IEU, FES and the customers being executed in substantially the same form as the draft.
- The contracts between IEU and the customers specify that IEU will request MSG on a "load-following" basis. *all claims on LF basis*
- For the most part, I was unable to determine that the customers had agreed to the locations to be covered by the contracts, as the customer information (account number, etc.) regarding the locations covered was contained in an attachment to the contracts. A provision within the contracts referred to the fact that the locations to be covered by the contract were identified in the attachment to the contract. The attachments were in the form of spreadsheets. The customers did not sign the attachments. I was not able to verify all customer account information as provided to me by FirstEnergy in the "valid" claims listing, as all of the customer account information was not contained in these attachments. However, in all instances, I was able to verify at least one piece of the customer account information (either the account number, the customer name, or the service address).

Upon discussion of the above with Mr. Murray, I was informed that the attachments were primarily prepared by IEU from the information obtained from the customers. The customers sent information via facsimile and e-mail regarding their accounts. As this information was sent piecemeal, IEU summarized each customer's accounts into the spreadsheets that were used as the attachments to the contracts. Mr. Murray provided me copies of the e-mails and facsimiles from two of the customers and I ensured that there were no accounts included in the attachments for these customer contracts that were not included in the information provided to IEU by these customers.

- I did not specifically note provisions in any of the contracts to permit IEU to claim non-MSG on behalf of the customers in the event IEU does not receive a MSG allocation on behalf of the customers. The "valid" claims listing provided to me by FirstEnergy contains only MSG claims.

Upon review of the individual contracts, I noted the following inconsistencies between the "valid" claims listing provided to me by FirstEnergy and the contracts and/or I noted the following notable items.

- For the most part, I was unable to verify the date on which the customers signed the contracts, as the contracts were not manually dated, nor were there date fields to be completed by the customers' signatures. However, for the most part, I was able to identify dates via the customers' facsimile headers on the signed contracts or via the date that was inserted into the contract as the date that the customers had provided their account information to IEU. Of the 14 contracts that I reviewed, I was unable to determine any date for ~~2~~ of the contracts. For the remainder of the contracts, the dates (based on the above mentioned sources) were on or before October 19, 2000.

**CONFIDENTIAL**

000378



- )
- The following customer names as per the claims do not appear to be related to the customer names as per CIS, as listed on the "valid" claims listing provided to me by FirstEnergy.

Account Number	Customer Name per Claim	Customer Name per CIS
----------------	-------------------------	-----------------------

REDACTED

-  
-  
-

}

**CONFIDENTIAL**

000379

1 IN RE: Enron Energy Services, et al. v.  
FirstEnergy Corp., et al.

2 =====  
3 1. ADDENDUM TO CERTIFICATE

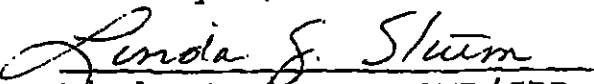
4 I do hereby certify that KEVIN M. MURRAY did  
5 not read or sign his deposition taken August  
6 7, 2001; that the deponent was notified by  
7 letter and informed of the Rules of Civil  
8 Procedure, providing the agreed number of  
9 days within which to read and sign the  
10 deposition or the deposition may be used  
11 without signature, and the witness did not  
12 do so.

13 \_\_\_\_\_  
14 Linda G. Sturm, RMR/CRR

15 =====  
16 2. SIGNATURE

17 Please attach the enclosed sheet(s) to the  
18 transcript of KEVIN M. MURRAY taken August  
19 7, 2001.

20 Thank you,

21   
22 Linda G. Sturm, RMR/CRR

23 =====  
24 3. LATE SIGNATURE

Enclosed you will find the errata sheet(s)  
and/or signature page from the deposition of  
KEVIN M. MURRAY. This was received after  
the time allowed for signature. Please  
attach this to your copy of the deposition.

Thank you,

\_\_\_\_\_  
Linda G. Sturm, RMR/CRR

1 \*Attach to the deposition of:  
 2 KEVIN M. MURRAY  
 3 Enron Energy Services, et al. v.  
 4 FirstEnergy Corp., et al.  
 5 Case No. 01-393-EL-CSS

6 STATE OF OHIO:

SS:

7 COUNTY OF \_\_\_\_\_:

8 I, KEVIN M. MURRAY, do hereby  
 9 certify that I have read the foregoing  
 10 transcript of my deposition given on August  
 11 7, 2001; that together with the correction  
 12 page attached hereto noting changes in form  
 13 or substance, if any, it is true and  
 14 correct.

*Kevin M. Murray*

15 I do hereby certify that the  
 16 foregoing transcript of KEVIN M. MURRAY was  
 17 submitted for reading and signing; that  
 18 after it was stated to the undersigned  
 19 Notary Public that the deponent read and  
 20 examined the deposition; the deponent signed  
 21 the same in my presence on the 20<sup>th</sup> day of  
 22 August, 2001.

23 *Debbie Ryan*  
 24 NOTARY PUBLIC

My commission expires



DEBBIE S. RYAN  
 Notary Public, State of Ohio  
 My Commission Expires 10-03-05

**(614) 460-5000 FAX (614) 460-5566**

## Page \_\_\_\_ of \_\_\_\_

Date Taken: August 7, 2001

### REASONS FOR CHANGES

- 1) To clarify the record.
- 2) To conform to the facts.
- 3) To correct transcription errors.

[illegible]

1 August 9, 2001

2 KEVIN M. MURRAY  
3 c/o Samuel Randazzo  
4 21 East State Street, Suite 1700  
5 Columbus, Ohio 43215

6 Re: Enron Energy Services, et al. v.  
7 FirstEnergy Corp., et al.

8 Dear Mr. Murray:


9 Attached you will find the transcript of  
10 your deposition which was taken in the  
11 above-styled cause on August 7, 2001, which  
12 is being sent to you for the purpose of  
13 reading and signing.

14 Please do not mark on the transcript. Any  
15 corrections/changes you may desire to make  
16 in your testimony should be typewritten or  
17 printed on the attached errata sheet, giving  
18 the page number, line number, and desired  
19 correction/change. After you have read the  
20 transcript, sign your name where indicated  
21 at the close of the testimony before a  
22 Notary Public.

23 The Rules of Civil Procedure allow 10 days  
24 for you to read and sign your transcript.  
Please return the transcript, signature  
page, and errata sheet(s) to Professional  
Reporters, Inc., 398 South Washington  
Avenue, Columbus, Ohio 43215, within that  
time.

Your cooperation in attending to this matter  
promptly is appreciated.

Sincerely,

21   
22 Dorothy Snader

23 cc: Mr. Hardyman/Ms. Kahn  
24 Ms. Liebman  
Mr. Sugarman/Mr. Randazzo

BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the  
Complaint of:  
ENRON ENERGY SERVICES,  
INC., et al.,

Complainants,

vs.

Case No.  
01-393-EL-CSS

FIRSTENERGY CORP., THE  
CLEVELAND ELECTRIC  
ILLUMINATING COMPANY, THE  
TOLEDO EDISON COMPANY and  
THE OHIO EDISON COMPANY,

Respondents.

DEPOSITION

of KEVIN MICHAEL MURRAY

at the offices of  
MCNEES, WALLACE & NURICK  
21 East State Street  
17th Floor  
Columbus, Ohio 43215

on August 7, 2001, at 1:43 p.m.

Reported by: Linda G. Sturm, RMR/CRR

--0--

1 APPEARANCES:

2 David W. Hardymon  
3 Benita A. Kahn  
4 VORYS, SATER, SEYMOUR AND PEASE LLP  
5 52 East Gay Street  
6 Post Office Box 1008  
7 Columbus, Ohio 43216-1008  
8 (614) 464-6400

9 on behalf of the Complainants

10 Helen L. Liebman  
11 JONES, DAY, REAVIS & POGUE  
12 1900 Huntington Center  
13 Columbus, Ohio 43215  
14 (614) 469-3939

15 on behalf of the Respondents

16 ALSO PRESENT:

17 Roger P. Sugarman  
18 KEGLER BROWN HILL & RITTER  
19 Capitol Square, Suite 1800  
20 65 East State Street  
21 Columbus, Ohio 43215-4294  
22 (614) 462-5422  
23 on behalf of the witness

24 Samuel C. Randazzo  
McNEES, WALLACE & NURICK  
Fifth Third Center  
21 East State Street, 17th Floor  
Columbus, Ohio 43215  
(614) 469-8000  
on behalf of Industrial Energy  
Users-Ohio

Arthur E. Korkosz, FirstEnergy  
Janine Migden, Enron Energy Service, Inc.

--0--

## STIPULATIONS

It is stipulated by and among counsel for the respective parties that the deposition of KEVIN MICHAEL MURRAY, a witness called by the Complainants under the applicable Rules of Civil Procedure, may be taken at this time by the notary by agreement of counsel; that said deposition may be reduced to writing in stenotypy by the notary, whose notes thereafter may be transcribed out of the presence of the witness; and that the proof of the official character and qualification of the notary is waived.

- = 0 = -



# INDEX OF EXAMINATION

BY MR. HARDYMON:.....8

## INDEX OF EXHIBITS MARKED

Exhibit 1 .....9  
Subpoena Duces Tecum to:  
Kevin M. Murray

Exhibits 2, 3 and 4 .....16  
2: Master Service Agreement, IEU  
Aggregation Program, Execution  
Copy  
3: IEU-OH Member Pool Participation  
Agreement, FirstEnergy Accounts  
4: IEU-OH Member Contingent Participation  
Agreement, FirstEnergy/IEU-OH  
Aggregation Program

Exhibit 5 .....18  
10-9-00 letter to Administrator,  
Competitive Energy Supplier Contacts  
from Kevin M. Murray  
Exhibit Number 6.....18 17

Exhibit 6 .....18  
10-25-00 letter to Administrator,  
Competitive Energy Supplier Contacts,  
from Kevin M. Murray

Exhibit 7 .....24  
Copy of e-mail 5-15-00 from Kevin Murray,  
Subject: IEU-OH Pool - authorization  
requested

Exhibit 8.....25  
9-27-00 e-mail from Sam Randazzo,  
Subject: IEU Aggregation on FirstEnergy's  
System - Confidential - Prompt Action  
Required

Exhibit 8A .....26  
9-28-00 e-mail from Sam Randazzo,  
Subject: IEU-OH & FirstEnergy  
Aggregation Program

**INDEX OF EXHIBITS MARKED CONTINUED**

1		
2	Exhibit 8B .....	26
3	10-10-00 e-mail from Sam Randazzo,	
4	Subject: IEU Aggregation Program	
	Participation Agreement - Prompt Action	
	Required	
5	Exhibit 8C .....	27
6	11-28-00 e-mail from Sam Randazzo,	
7	Subject: IEU Aggregation Program -	
	First Energy Utilities - Possible	
	12-6 Meeting Notice	
8	Exhibit 9 .....	28
9	11-9-00 letter to Dear Certified	
10	Electric Retail Supplier, David	
	M. Blank, FirstEnergy	
11	Exhibit 10 .....	28
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--0--

1 KEVIN MICHAEL MURRAY

2 being first duly sworn, as hereinafter  
3 certified, deposes and says as follows:

4 EXAMINATION

5 BY MR. HARDYMON:

6 Q. Would you state your name, please.

7 A. Kevin Michael Murray.

8 Q. What is your address?

9 A. Business address or home address?

10 Q. Your home address.

11 A. My home address is 5856 Newbridge  
12 Drive, Dublin, Ohio 43017.

13 Q. Mr. Murray, we met a few moments  
14 ago. As you know, I'm Dave Hardymon; I'm  
15 one of the attorneys representing Enron and  
16 others in connection with the action that  
17 brings us here today. I'm going to ask you  
18 some questions this afternoon. And if I ask  
19 you a question that you do not understand,  
20 I'd like you to tell me so that I may  
21 rephrase the question. Otherwise, everyone  
22 will assume that you understood the question  
23 and gave the answer that you want to give.

24 All right?

1 A. Okay.

2 Q. And the second thing I'd ask is that  
3 you give a spoken response to my questions  
4 so that the court reporter has no difficulty  
5 recording your answers. Okay?

6 A. Okay.

7 MR. HARDYMON: Will you mark this  
8 please.

9 --O--

10 (Deposition Exhibit 1 marked.)

11 --O--

12 BY MR. HARDYMON:

13 Q. Mr. Murray, you have before you  
14 what's been marked for identification  
15 purposes as Deposition Exhibit Number 1.  
16 And for the record, this is a subpoena duces  
17 tecum that was issued in this action.

18 Mr. Murray, have you seen this  
19 document before today?

20 A. Yes, I have.

21 Q. And is it true that you are  
22 appearing for deposition today pursuant to  
23 this subpoena?

24 A. I presume so.

1 Q. Okay. Would you please turn to  
2 Page 3 of the subpoena.

3 You will note that beginning in the  
4 middle of the page you, as the deponent, are  
5 directed to bring to this deposition today  
6 documents relating to the IEU-OH electric  
7 aggregation and claims for MSG. Do you see  
8 that reference?

9 A. Yes.

10 Q. And do you see following that  
11 reference a listing of nine separate  
12 categories of documents?

13 A. Yes.

14 Q. Okay. Mr. Murray, did you review  
15 the files and records at IEU in order to  
16 determine what documents would or would not  
17 be responsive to those nine categories?

18 A. I did review some documents.

19 Q. Okay. Are you the person who took  
20 responsibility for responding to this  
21 subpoena in so far as it requires the  
22 production of documents?

23 A. I've reviewed some documents  
24 responsive to the -- the questions in the

1 subpoena.

2 Q. Okay. Was anyone else responsible  
3 for gathering documents that are responsive  
4 to the direction of this subpoena?

5 A. The documents were reviewed by  
6 attorneys.

7 Q. And when you say attorneys, do you  
8 mean Mr. Randazzo?

9 A. Yes.

10 Q. And Mr. Sugarman?

11 A. I believe Mr. Sugarman has reviewed  
12 some documents.

13 Q. And are you the person who gathered  
14 the documents for the attorneys to review?

15 A. They were gathered either by myself  
16 or by secretaries.

17 Q. And these secretaries work under  
18 your direction?

19 A. Under my direction, under the  
20 direction of Mr. Randazzo.

21 Q. Let me show you a stack of  
22 documents.

23 MR. HARDYMON: And, for the record,  
24 I will make the representation that Roger



1 Sugarman called me today at 11:30 and  
2 advised me that the documents that were  
3 being produced pursuant to the subpoena were  
4 available for me to pick up and review; and  
5 I did that, in a limited fashion.

6 And for the record, let me also say  
7 that the documents came with a cover letter  
8 from Mr. Randazzo, and Mr. Randazzo states  
9 that it's his understanding that these  
10 documents are going to be used solely in  
11 connection with the deposition of today, or  
12 until such time as a protective order or  
13 confidentiality agreement can be finalized,  
14 and that the documents would be used  
15 exclusively for the purpose of arriving at a  
16 stipulation of fact. And I will state that  
17 that is agreeable to us.

18 MR. RANDAZZO: (Nods.)

19 BY MR. HARDYMON:

20 Q. If you would, please --

21 MR. HARDYMON: And, Roger, do you  
22 have a set of these?

23 MR. SUGARMAN: Yes, I do.

24 MR. HARDYMON: Would you mind

1 putting those in front of Mr. Murray?

2 MR. SUGARMAN: I'm not sure they're  
3 in the same order.

4 MR. HARDYMON: Okay. Well, I'll  
5 find them, if you'll just put them in some  
6 order.

7 MR. SUGARMAN: Okay.

8 MR. HARDYMON: Okay.

9 BY MR. HARDYMON:

10 Q. Mr. Murray, would you take a moment  
11 and look through the documents that have  
12 been placed in front of you by Mr. Sugarman.

13 (Pause in proceedings.)

14 MR. HARDYMON: May I interrupt one  
15 moment.

16 MR. SUGARMAN: Yeah.

17 MR. HARDYMON: Hang on just a  
18 second, I'll get to those, Roger.

19 BY MR. HARDYMON:

20 Q. Mr. Murray, have you reviewed the  
21 documents placed before you by Mr. Sugarman?

22 A. Yeah, I've looked at them.

23 Q. Are those the documents that you and  
24 secretaries working at your direction

1 compiled and brought today as being  
2 responsive to the subpoena that's marked as  
3 Exhibit 1?

4 A. Yes.

5 Q. Okay.

6 MR. HARDYMON: Now, for the record,  
7 this afternoon, just before the deposition  
8 began, Mr. Sugarman indicated that there  
9 were additional documents, which are public  
10 documents, that are being produced as being  
11 responsive to the subpoena. But I think  
12 before we get to those, I would like to  
13 simply have Mr. Murray identify what he  
14 brought today. And then, Roger, if you  
15 don't mind, you can simply make a record  
16 what additional documents are being produced  
17 that are public record.

18 MR. SUGARMAN: Mr. Murray's brought  
19 both of these.

20 MR. HARDYMON: Oh, he brought both  
21 of them?

22 MR. SUGARMAN: Yes. Simply because  
23 of the volume that was involved, and the  
24 fact that they were public records, in this

1 additional folder, Dave, I did not copy each  
2 one of them prior to the deposition, that's  
3 the only distinction.

4 BY MR. HARDYMON:

5 Q. Mr. Murray, if we could, let's begin  
6 with the documents that were copied and are  
7 not in the folder described by Mr. Sugarman  
8 as being public documents. All right?

9 A. Okay.

10 Q. So beginning with the stack that's  
11 before you now, can you tell me, or describe  
12 for the record, the documents that are being  
13 produced that are responsive to Category  
14 Number 1 on Page 3 of the subpoena.

15 A. These are three documents that are  
16 contracts associated with IEU and its  
17 members related to IEU's market support  
18 generation claim.

19 Q. Can you identify more particularly  
20 each contract, just so all of the attorneys  
21 have a record of what's being produced.

22 A. Would you like me to simply read off  
23 the heading at the top of the document?

24 Q. That would be fine.

1           A. The first document is titled a  
2       "Master Service Agreement, IEU Aggregation  
3       Program," and is identified as an "Execution  
4       Copy."

5           The second document is titled  
6       "IEU-OH Member Pool Participation Agreement,  
7       FirstEnergy Accounts."

8           The third document is titled "IEU-OH  
9       Member Contingent Participation Agreement,  
10      FirstEnergy/IEU-OH Aggregation Program."

11          MR. HARDYMON: Okay. Why don't we  
12      pause for a moment. And if I may, I would  
13      like to mark the master service agreement as  
14      Deposition Exhibit Number 2.

15                               --O--

16      (Deposition Exhibits 2, 3 and 4 marked.)

17                               --O--

18      BY MR. HARDYMON:

19          Q. Sorry to interrupt you, Mr. Murray.  
20      Could you please tell us what documents are  
21      responsive to Item Number 2 on Page 3 of the  
22      subpoena marked as Exhibit 1.

23          MR. SUGARMAN: Well, I think in the  
24      letter that accompanied the documents,

1 David, you were advised there were no  
2 documents responsive to either Item 2 or 3  
3 of the subpoena.

4 MR. HARDYMON: Okay. That's  
5 correct. I'm sorry, I overlooked that.

6 BY MR. HARDYMON:

7 Q. And that's your sworn testimony,  
8 Mr. Murray, there are no documents that are  
9 responsive to the requests set forth as  
10 Items 2 and 3 of the subpoena?

11 A. Correct.

12 Q. Would you please identify for us all  
13 the documents that are being produced that  
14 are responsive to Item 4 of the subpoena.

15 A. I believe those are the same  
16 documents that were previously identified  
17 and marked as exhibits.

18 Q. Okay. So that would be Exhibits 2,  
19 3 and 4; is that correct?

20 A. Correct.

21 Q. All right. Would you please  
22 identify for us all the documents that you  
23 brought that are responsive to Item Number 5  
24 on Page 4 of the subpoena.

1           A. There's a letter dated October 9th,  
2           2000 to the administrator, Competitive  
3           Energy Service -- Competitive Energy  
4           Supplier Contacts.

5           MR. HARDYMON: Okay. Could we pause  
6           for a moment. And I'll ask that that be  
7           marked as Exhibit Number 5.

8                       --O--

9                       (Deposition Exhibit 5 marked.)

10                      --O--

11          BY MR. HARDYMON:

12           Q. Anything else that's responsive  
13           to --

14           A. There is a second letter dated  
15           October 25th, 2000, submitting updated  
16           registration materials.

17           MR. HARDYMON: Okay. I'll ask that  
18           that be marked as Deposition Exhibit  
19           Number 6.

20           A. Those were cover letters to these  
21           materials which were attached.

22                       --O--

23                       (Deposition Exhibit 6 marked.)

24                      --O--

1 BY MR. HARDYMON:

2 Q. Okay. And could you tell us,  
3 please, what material was attached to  
4 Exhibit Number 5, which was the October 9,  
5 2000 letter.

6 A. It's a copy of the application for  
7 certification as an aggregator that was  
8 submitted by IEU to the Public Utilities  
9 Commission of Ohio.

10 Q. And is the application among the  
11 materials that are in the file folder that  
12 Mr. Sugarman indicated was part of the  
13 public record?

14 A. Yes.

15 Q. Can you tell us, please, what was  
16 attached to Exhibit Number 6.

17 A. Attached to Exhibit Number 6 was a  
18 copy of IEU's Ohio certification from the  
19 PUCO.

20 Q. And is the certification in the file  
21 folder that has been indicated as part of  
22 the public record?

23 A. Yes. And it was actually on the  
24 back of this document, as well.



1 Q. It's actually on the reverse side of  
2 Exhibit Number 6; correct?

3 A. Correct.

4 Q. Is there anything else that is being  
5 produced that is responsive to Item Number 5  
6 on Page 4 of the subpoena?

7 A. There are several documents in the  
8 public folder. There is a printout from  
9 FirstEnergy's Web site that identifies  
10 requirements to register -- registration  
11 requirements for FirstEnergy.

12 Q. Just so the record's clear,  
13 Mr. Murray, would you read the main bold  
14 caption at the top of that printout, so we  
15 all know what you're talking about.

16 A. It reads "Register with FirstEnergy  
17 to sell electricity in Ohio."

18 Q. Thank you. Anything else?

19 A. There are materials in this  
20 document.

21 Q. If you could just read the title of  
22 that document, please.

23 A. It is a FirstEnergy energy supplier  
24 workshop information packet.

1 Q. Does it have a date?

2 A. Dated August 23rd, 2000.

3 Q. All right.

4 A. This was a handout at a public  
5 workshop conducted by FirstEnergy that  
6 identifies, among other things, registration  
7 requirements.

8 Q. All right. Anything else being  
9 produced in response to Item 5?

10 A. There is an additional hand -- an  
11 additional document that is a FirstEnergy  
12 document, it's -- it's titled "Follow-up  
13 Issues."

14 Q. All right.

15 A. It does not have a date.

16 Q. Was this part of information that  
17 was distributed by FirstEnergy in connection  
18 with the MSG program?

19 A. I believe it was distributed at a  
20 public workshop. I'm not positive.

21 Q. Okay. Anything else being produced  
22 in response to Item 5?

23 A. There are some additional materials,  
24 and I believe they were distributed at a

1 public workshop, but they're not identified  
2 as such.

3 Q. Okay. Can you just read for the  
4 record either a title or a caption or some  
5 identifying characteristic of each document,  
6 so we know which ones you're talking about.

7 A. There is an Ohio Edison, whatever  
8 you call it, a pro forma, invoice for  
9 electric supply showing proposed bill  
10 format.

11 Q. And that's a two-page document?

12 How many pages comprise that  
13 document?

14 A. Five pages.

15 Q. Pardon me?

16 A. It's a total of five pages.

17 Q. Okay.

18 A. There is another document titled an  
19 "EGS Credit Packet."

20 Q. Is that from FirstEnergy? Or does  
21 it appear to be from FirstEnergy?

22 A. It appears to be from FirstEnergy.

23 Q. And it's a multipage document?

24 A. Correct.

1 Q. Okay.

2 A. And there's another printout from  
3 the FirstEnergy Web site identifying  
4 FirstEnergy meter schedule.

5 Q. Okay. Have you now described all of  
6 the materials that have been produced as  
7 being responsive to Item 5 of the subpoena?

8 A. I believe so.

9 Q. All right. Let's move on to  
10 Item Number 6. And if you would, please,  
11 describe for us all of the materials that  
12 are being produced that are responsive to  
13 that request.

14 A. I believe those are the same  
15 documents we have just identified in  
16 response to your Number 5.

17 Q. All right. Item Number 7, could you  
18 tell us, please, what documents are being  
19 produced that are responsive to that.

20 A. We have some electronic e-mail  
21 communication that we sent to IEU members.

22 Q. Let's start with the first one that  
23 you're holding in your hand. What is the  
24 date?

1 A. It's dated Monday, May 15th, 2000.

2 Q. And it is from yourself, Kevin  
3 Murray?

4 A. Correct.

5 Q. Okay. And the space after the word  
6 t-o colon is blank. Have the names of the  
7 recipient been deleted from this document?

8 A. I believe so.

9 Q. Okay. Let's mark this document as  
10 Exhibit 7, if we could, please.

11 --O--

12 (Deposition Exhibit 7 marked.)

13 --O--

14 BY MR. HARDYMON:

15 Q. In addition to Exhibit Number 7,  
16 Mr. Murray, are there other documents that  
17 are being produced as responsive to Item 7  
18 in the subpoena?

19 A. There's an additional electronic  
20 mail with attached files.

21 Q. Okay. And what is the date of the  
22 electronic mail?

23 A. September 27th, 2000.

24 Q. Okay. And this is from

1 Mr. Randazzo?

2 A. Correct.

3 Q. And, again, the recipients have been  
4 deleted; correct?

5 A. Correct.

6 MR. HARDYMON: Okay. I would like  
7 to mark that Exhibit 8, if I may.

8 MR. SUGARMAN: I think what you'll  
9 find, Dave, there's some additional  
10 documents within those paper clipped. I  
11 didn't know if you want those all as 8 or to  
12 separately note that for the record.

13 MR. HARDYMON: Why don't -- why  
14 don't we mark the cover document that  
15 Mr. Murray just described as Exhibit 8, and  
16 then, to preserve their identity as part of  
17 a packet, let's mark the remaining documents  
18 as 8A, B and C and so forth.

19 --O--

20 (Deposition Exhibit 8 marked.)

21 --O--

22 BY MR. HARDYMON:

23 Q. So, Mr. Murray, the next document in  
24 that group is a September 28, 2000 e-mail

1 from Mr. Randazzo; is that correct?

2 A. Correct.

3 Q. Okay. And, again, the recipients  
4 names have been deleted; is that true?

5 A. Yes.

6 MR. HARDYMON: Let's mark that as  
7 Exhibit 8A, if you could.

8 --O--

9 (Deposition Exhibit 8A marked.)

10 --O--

11 BY MR. HARDYMON:

12 Q. The next document in this group  
13 appears to be an e-mail from Mr. Randazzo  
14 dated October 10, 2000. And, again, the  
15 names of the recipients have been deleted;  
16 is that correct, Mr. Murray?

17 A. Correct.

18 Q. Okay.

19 MR. HARDYMON: And for the record,  
20 this is a multipage document, and we'll mark  
21 it as Exhibit 8B.

22 --O--

23 (Deposition Exhibit 8B marked.)

24 --O--

1 BY MR. HARDYMON:

2 Q. Mr. Murray, the last item in this  
3 packet appears to be an e-mail dated  
4 November 28th, 2000, from Mr. Randazzo.  
5 And, again, the names of the recipients have  
6 been deleted; is that correct?

7 A. Correct.

8 MR. HARDYMON: For the record, this,  
9 once again, is a multipage document which I  
10 would like to mark as -- are we on C --  
11 Exhibit 8C.

12 --O--

13 (Deposition Exhibit 8C marked.)

14 --O--

15 BY MR. HARDYMON:

16 Q. Mr. Murray, have we now identified  
17 all of the materials that are being produced  
18 pursuant to Item 7 of the subpoena?

19 A. I believe so.

20 Q. Would you please identify all of the  
21 materials that are being produced pursuant  
22 to Item 8 of the subpoena.

23 A. There is a letter from FirstEnergy  
24 dated November 9th, 2000. It's a form



1 letter sent to "Dear Certified Electric  
2 Retail Supplier."

3 MR. HARDYMON: All right. If we  
4 could, I would like to mark that as  
5 Deposition Exhibit Number 9.

6 --O--

7 (Deposition Exhibit 9 marked.)

8 --O--

9 BY MR. HARDYMON:

10 Q. Mr. Murray, are there any other  
11 items that are being produced as responsive  
12 to Item Number 8?

13 A. Yes, there is a letter from  
14 FirstEnergy dated November 14th, 2000, to  
15 myself.

16 Q. Is it from David Blank?

17 A. Yes, it is.

18 MR. HARDYMON: I would like to mark  
19 that as Exhibit Number 10.

20 --O--

21 (Deposition Exhibit 10 marked.)

22 --O--

23 BY MR. HARDYMON:

24 Q. What is the next item that is being

1 produced pursuant to Item Number 8?

2 A. It is a document entitled  
3 "FirstEnergy Corp., MSG AUP - Follow Up,  
4 November/December 2000."

5 Q. It appears there are a number of  
6 lines that have been redacted from that  
7 document; correct?

8 A. Correct.

9 MR. HARDYMON: I would like to mark  
10 that as Exhibit Number 10.

11 MR. RANDAZZO: 11.

12 MR. HARDYMON: I beg your pardon,  
13 yes, 11.

14 --O--

15 (Deposition Exhibit 11 marked.)

16 --O--

17 BY MR. HARDYMON:

18 Q. If you would, please, Mr. Murray  
19 continue identifying the next document that  
20 is responsive to Item Number 8.

21 A. Next document is a fax from myself  
22 to a Ms. Denise Dinie, dated December 14,  
23 2000.

24 MR. HARDYMON: All right. And I'd

1     like to mark that as Exhibit Number 12,  
2     please.

3                                 --O--

4                 (Deposition Exhibit 12 marked.)

5                                 --O--

6     BY MR. HARDYMON:

7                 Q.   Please continue, Mr. Murray.

8                 A.   There's another letter dated  
9     December 15th, 2000, to Denise Dinie from  
10    myself.

11                MR. HARDYMON:   All right.   And I'd  
12    like to mark that as Exhibit 13.

13                                 --O--

14                 (Deposition Exhibit 13 marked.)

15                                 --O--

16     BY MR. HARDYMON:

17                 Q.   Please continue, Mr. Murray.   Are  
18    there any other documents that are being  
19    produced as responsive to Item 8?

20                 A.   No.

21                 Q.   Okay.

22                         Would you please identify all of the  
23    materials that are being produced as being  
24    responsive to Item 9 of the subpoena.

1           MR. SUGARMAN: I want his answers to  
2     be complete. And so what I'm -- there may  
3     be some duplication of documents earlier  
4     identified that may be responsive. If you  
5     would like him to go back and look to be  
6     sure, we could do that now. Or --

7           MR. HARDYMON: Why don't we just  
8     start with documents that haven't yet been  
9     marked.

10          MR. SUGARMAN: Okay. And the  
11     question then is with regard to Item 8?

12          MR. HARDYMON: Item Number 9, I  
13     think.

14          MR. SUGARMAN: Okay.

15     BY MR. HARDYMON:

16           Q. Are there documents that are  
17     responsive to Item Number 9, Mr. Murray?

18           A. Yes. There is a -- let's do this  
19     sequentially. There's a letter dated  
20     September 5th, 2000, from Louis Jahn to Sam  
21     Randazzo, enclosing an executed  
22     confidentiality agreement.

23           Q. And Jahn, for the record, is spelled  
24     J-a-h-n?

1 A. Correct.

2 Q. And the letter that you just  
3 referred to is a transmittal letter which  
4 encloses a confidentiality agreement?

5 A. Correct.

6 MR. HARDYMON: Okay. For the  
7 record, then, I would like to mark the  
8 letter as Exhibit 14, and the  
9 confidentiality agreement as Exhibit 15.

10 --O--

11 (Deposition Exhibits 14 and 15 marked.)

12 --O--

13 BY MR. HARDYMON:

14 Q. Mr. Murray, are there any other  
15 documents that are responsive to item  
16 Number 9?

17 A. There is a letter dated September 6,  
18 2000, from Sam Randazzo to Louis Jahn,  
19 retransmitting an executed copy of the  
20 confidentiality agreement that was marked as  
21 Exhibit 15.

22 MR. HARDYMON: I would like to mark  
23 that letter Exhibit 16.

24 --O--

1 (Deposition Exhibit 16 marked.)

2 --O--

3 BY MR. HARDYMON:

4 Q. Are there any other documents that  
5 you have brought, Mr. Murray, that are  
6 responsive to Item 9 of the subpoena?

7 A. I have not brought any.

8 Q. Are there any other documents of  
9 which you are aware that are responsive to  
10 any of the categories, 1 through 9 of the  
11 subpoena, other than the ones we have  
12 discussed and identified here today?

13 A. Not -- not in my possession.

14 MR. HARDYMON: Okay, let's go off  
15 the record for just a moment.

16 (Discussion off the record.)

17 BY MR. HARDYMON:

18 Q. Mr. Murray, you have before you a  
19 copy of a letter that is dated January 4,  
20 2001, from Louis R. Jahn -- I'm sorry -- it  
21 is addressed to Louis R. Jahn, and it  
22 appears to be a letter agreement concerning  
23 calendar year 2000 pricing.

24 Do you have that document before

1     you?

2           A.   Yes, I do.

3           Q.   Can you tell us which of the nine  
4     items in the subpoena this document is  
5     responsive to?

6           A.   It is responsive to Item 1 and  
7     Item 9.  There is some -- the broad nature  
8     of the claim -- of the questions creates  
9     some overlap, obviously.

10           MR. HARDYMON:  I understand.  Let's  
11     mark this as Exhibit 17.

12                               --O--

13                   (Deposition Exhibit 17 marked.)

14                               --O--

15     BY MR. HARDYMON:

16           Q.   Mr. Murray, with the identification  
17     of Deposition Exhibits 1 through 17, have we  
18     now identified all of the documents of which  
19     you are aware that are responsive to the  
20     numbered items 1 through 9 of the subpoena?

21           A.   Yes.  I mean, some of the documents  
22     are form-type agreements that specific  
23     company information has been redacted; there  
24     are multiple copies of what would be the

1 same document.

2 Q. I see. Could you -- while we're on  
3 this point, are you able to go through the  
4 stack of exhibits and tell us which ones  
5 would fall into that category?

6 MR. SUGARMAN: Let's start from the  
7 bottom.

8 THE WITNESS: Start from the bottom?

9 A. Exhibit 2 would fall into that  
10 category.

11 BY MR. HARDYMON:

12 Q. Let me interrupt you, if I may.

13 A. Wait a minute, if I could. If I  
14 could.

15 Q. Okay. Go ahead.

16 A. Let me review this for a minute --

17 Q. Take your time.

18 A. -- before I answer.

19 Q. Take all the time you'd like.

20 A. My prior response was incorrect.

21 Q. All right. Exhibit 2 does not fall  
22 into the category of a form of which there  
23 are multiple versions?

24 A. (Witness nods affirmatively.)



1 Q. Okay.

2 MR. SUGARMAN: It's multiple copies  
3 of the same version.

4 MR. HARDYMON: I beg your pardon?

5 MR. SUGARMAN: The versions are not  
6 different.

7 A. Exhibit 3 would have multiple copies  
8 of this document.

9 BY MR. HARDYMON:

10 Q. How many would there be?

11 A. There would be a -- an agreement  
12 associated with every IEU member that has  
13 accounts participating in the aggregation  
14 program.

15 Q. How many IEU members have accounts  
16 participating in the aggregation program?

17 A. I haven't specifically conducted a  
18 count.

19 Q. Is it more than 10?

20 A. I would be guessing.

21 Q. Okay. I don't want you to guess.

22 Any other documents fall into that category?

23 A. Exhibit 4 would fall into this  
24 category, as well.

1 Q. And again --

2 A. It would be multiple copies of this  
3 document associated with individual IEU  
4 member companies.

5 Q. There would be one of these for each  
6 member company that is participating in the  
7 aggregation program?

8 A. Correct.

9 Q. And each one would be identical  
10 except that the signatory's name would be  
11 different?

12 A. Yes.

13 Q. And in all other respects the same?

14 A. And other specific company  
15 information would be unique.

16 Q. All right. Any other documents fall  
17 into this category?

18 A. Based on a quick review, I believe  
19 that's the only documents that would fall  
20 into that category.

21 Q. All right, thank you.

22 MR. HARDYMON: If I may have one  
23 moment.

24 (Pause in proceedings.)

1 MR. HARDYMON: Let's go off the  
2 record, if we could.

3 (Discussion off the record.)

4 (Ms. Kahn and Ms. Migden left the room)

5 BY MR. HARDYMON:

6 Q. Mr. Murray, by whom are you  
7 employed?

8 A. McNees, Wallace & Nurick, LLC.

9 Q. Can you tell us, please, what  
10 McNees, Wallace & Nurick is.

11 A. It's a law firm.

12 Q. Are you an attorney?

13 A. No, I am not.

14 Q. In what capacity are you employed by  
15 McNees, Wallace & Nurick?

16 A. I am employed as a technical  
17 specialist.

18 Q. Could you tell us, please, what a  
19 technical specialist is.

20 A. I provide technical support to  
21 employees of the firm that are involved in  
22 the firm's energy, utilities and  
23 communications practice group.

24 Q. Okay. When you say employees of the

1 firm, are you referring to lawyers?

2 A. Yes.

3 Q. How long have you been employed by  
4 this law firm?

5 A. I've been employed by McNees,  
6 Wallace & Nurick for about three and a half  
7 years.

8 Q. Has your title always been technical  
9 specialist?

10 A. Since I've been with the firm, yes.

11 Q. When you say that you supply support  
12 to the attorneys in the public utilities  
13 area, could you give us examples of what  
14 kinds of support you provide.

15 A. This might include, for example,  
16 reviewing filings made by utilities or other  
17 parties at various regulatory agencies,  
18 analyzing the filing, determine if there was  
19 something in the filing that may affect the  
20 interest of one of the clients of the firm.

21 Q. Are you a salaried employee of the  
22 law firm?

23 A. Yes.

24 Q. And I take it you do not participate

1 in the profits of the law firm?

2 MR. SUGARMAN: Objection. Go ahead  
3 and answer.

4 A. No, I do not.

5 BY MR. HARDYMON:

6 Q. And you do not participate in  
7 management decisions of the law firm?

8 A. I don't believe so.

9 Q. Okay. Sounds like an employee.

10 A. Not to my knowledge, maybe.

11 Q. Okay.

12 Can you tell us what Industrial  
13 Energy Users - Ohio is?

14 A. Industrial Energy Users - Ohio is a  
15 trade association.

16 Q. Without listing them individually,  
17 can you generically describe for us who its  
18 members would be?

19 A. Members tend to be corporations that  
20 have a -- one or more facilities in Ohio  
21 that tend to be larger-volume consumers of  
22 electricity and natural gas.

23 Q. When was IEU formed; do you know?

24 A. I don't recall the exact date.

1 Q. Was it in the last five years?

2 A. I think it was prior to the last  
3 five years.

4 Q. Is there a management structure by  
5 which the activities of the trade  
6 association are coordinated and directed?

7 A. The activities of the trade  
8 association are coordinated by the members  
9 themselves.

10 Q. Is there a steering committee or  
11 other group that is primarily responsible  
12 for those activities?

13 A. There is a steering committee of  
14 the --

15 Q. Can you tell us who is presently on  
16 that steering committee?

17 A. I don't know the individuals off the  
18 top of my head.

19 Q. Are you on that steering committee?

20 A. No, I am not.

21 Q. Is Mr. Randazzo on that steering  
22 committee?

23 A. No.

24 Q. How many members of the organization

1 participate on the steering committee, if  
2 you know?

3 A. I don't know the precise number.

4 Q. And I think I asked you this a  
5 moment ago, and I apologize if I'm repeating  
6 myself. Do you have an idea of how many  
7 members there are in this trade association?

8 A. There are approximately 44, 45  
9 members.

10 Q. Does IEU have any employees, to your  
11 knowledge?

12 A. I do not believe the trade  
13 association has any employees.

14 Q. Do you know what the purpose of this  
15 trade association is?

16 A. The -- the trade association has, I  
17 believe, bylaws that identify that. I don't  
18 have those committed to memory.

19 Q. Do you have a general idea of what  
20 the purpose of the organization is?

21 A. The purpose of the organization is  
22 to act on behalf of the members' interest in  
23 matters affecting the supply and pricing and  
24 quality of energy- and utility-related

1 services in Ohio.

2 Q. Can you tell us where the offices of  
3 this trade association are located?

4 A. The trade association utilizes a --  
5 can you clarify what you mean by offices?

6 Q. Is there a place we could go if we  
7 wanted to look at the bylaws of this trade  
8 association or obtain a list of persons who  
9 are on the steering committee or a list of  
10 the members of the organization? Are those  
11 types of information kept in one place?

12 A. The corporate documents associated  
13 with the organization are kept by McNeese,  
14 Wallace & Nurick.

15 Q. That's the law firm by whom you are  
16 employed?

17 A. Correct.

18 Q. Is that law firm counsel to IEU?

19 A. Mr. Randazzo acts as counsel to IEU.

20 Q. Can you tell us the mailing address  
21 for IEU?

22 A. The mailing address is the address  
23 used here in our office, which is 21 East  
24 State Street, Suite 1700, Columbus, Ohio



1 43215.

2 Q. Mr. Murray, have you ever been  
3 engaged to provide services to IEU?

4 A. Can you clarify your question? You  
5 mean --

6 Q. Sure.

7 A. -- by IEU?

8 Q. Have you ever been engaged by IEU to  
9 provide any assistance or expertise or any  
10 other type of service?

11 A. I provide service to various  
12 clients, which has included the IEU group.

13 Q. When you do that, you do that as an  
14 employee of the law firm where you work?

15 A. Yes.

16 Q. You have not been separately engaged  
17 as a consultant or adviser?

18 A. No.

19 Q. And there is no contract or  
20 agreement between yourself and IEU by which  
21 you provide these services?

22 A. I don't know if there's specific  
23 documents between the organization and the  
24 law firm.

1 Q. Okay.

2 A. I don't know that.

3 Q. But as between you personally and  
4 the trade association, there is no such --

5 A. There are none.

6 --O--

7 (Deposition Exhibit 18 marked.)

8 --O--

9 BY MR. HARDYMON:

10 Q. Mr. Murray, you have before you  
11 what's been marked as Exhibit 18. Is this a  
12 copy of the certification application for  
13 aggregators that was filed by IEU?

14 A. It's a copy of part of the  
15 application. I don't believe it's all of  
16 the information. But....

17 Q. All right. This document that  
18 consists of four pages; correct?

19 A. Correct.

20 Q. Okay. And your testimony is that  
21 the full application was more voluminous  
22 than this?

23 A. I don't recall. It may have been.

24 Q. Okay.

1           A. And it's been some time since I've  
2       looked at that.

3           Q. Let me invite your attention to the  
4       second page of this exhibit.

5           MS. LIEBMAN: Excuse me. Do you  
6       have an extra copy?

7           MR. HARDYMON: I don't. And I  
8       apologize.

9       BY MR. HARDYMON:

10          Q. The second page of Exhibit 18  
11       identifies persons engaged by IEU to  
12       facilitate aggregation opportunities. Is  
13       that correct?

14          A. It identifies the experience of  
15       contractors engaged by IEU.

16          Q. Okay. My question is, you are among  
17       the contractors who are mentioned on this  
18       page?

19          A. Yes.

20          Q. And I take it, then, that you were  
21       engaged by IEU, through your law firm, to  
22       facilitate aggregation opportunities for  
23       IEU. Is that a true statement?

24          A. Yes.

1 Q. What are aggregation opportunities?

2 A. Aggregation is the -- speaking in  
3 general terms -- the grouping together of  
4 multiple customer accounts in the range for  
5 competitive electric supply.

6 Q. And in the context of this  
7 application, the aggregation opportunities  
8 referred to are market support generation  
9 from FirstEnergy Corp.?

10 A. There is an affidavit that is part  
11 of the application, makes a reference to  
12 market support generation.

13 Q. Okay. And that affidavit is  
14 submitted by Peggy Claytor? C-l-a-y-t-o-r.

15 A. Correct.

16 Q. And she is identified as being the  
17 chairman of IEU, at least as of  
18 September 20th, 2000?

19 A. Yes.

20 Q. Does that comport with your memory?

21 A. Yes.

22 Q. And you have dealt with Ms. Claytor  
23 in connection with providing services to  
24 IEU?

1 A. Yes. I'm familiar with Ms. Claytor.

2 Q. Is she still the chairman of IEU?

3 A. She is not currently the chairman of  
4 IEU.

5 Q. Who is?

6 A. It's a Mr. Joe Ewing.

7 Q. Okay. And by whom is Mr. Joe Ewing  
8 employed?

9 A. Mr. Ewing is recently retired from  
10 Procter & Gamble Company. He has been  
11 retained in some capacity by another IEU  
12 member company to provide a contact and  
13 interface with the organization.

14 Q. Okay. Do you know the company  
15 that's retained him to do that?

16 MR. HARDYMON: We can go off the  
17 record here.

18 MR. SUGARMAN: Objection for the  
19 record.

20 MR. HARDYMON: Sam?

21 MR. RANDAZZO: At the members'  
22 request, we can't disclose that information.  
23 So even if Kevin knew, I'd have to intervene  
24 and prevent him from answering.

1 MR. HARDYMON: I don't want to keep  
2 tripping over this. What information is it  
3 that he can't disclose, the identity of the  
4 member or the identity of the chairman?

5 MR. RANDAZZO: No, the identity of  
6 the member.

7 MR. HARDYMON: And it's the members  
8 don't want people to know whether they are  
9 members of IEU?

10 MR. RANDAZZO: No. The membership,  
11 in general, is public information.

12 MR. HARDYMON: Okay.

13 MR. RANDAZZO: Some members, on  
14 occasion, ask not to be identified, and this  
15 is one of those occasions.

16 MR. HARDYMON: I see.

17 BY MR. HARDYMON:

18 Q. Mr. Murray, did you assist IEU in  
19 obtaining market support generation from  
20 FirstEnergy?

21 A. I was involved in the process of  
22 obtaining market support generation.

23 Q. Okay. And market support generation  
24 is sometimes known as MSG; is it not?

1 A. Yes.

2 Q. If I slip and refer to MSG during  
3 the course of this deposition, I would be  
4 intending to refer to market support  
5 generation. Okay?

6 A. Okay.

7 Q. And while I'm at it, if I use the  
8 term aggregator in the course of this  
9 deposition, I mean to refer to  
10 nongovernmental aggregators. All right?

11 A. Okay.

12 Q. What did you do to assist in IEU's  
13 effort to obtain MSG?

14 A. I prepared the materials necessary  
15 to submit a claim under the protocol  
16 established by FirstEnergy for submitting  
17 claims for market support generation.

18 Q. And was that claim submitted on  
19 October 19th, 2000?

20 A. There were multiple claims, some of  
21 which were submitted on October 19th, some  
22 of which were submitted subsequent to that  
23 date.

24 Q. Can you give us a range of dates

1 during which these kinds of claims were  
2 submitted?

3 A. I don't -- I don't recall the  
4 precise dates after October 19th.

5 Q. Okay. Did you participate in the  
6 preparation of all of the applications or  
7 all of these claims?

8 A. Yes.

9 Q. Were you the person primarily  
10 responsible for generating those claims?

11 A. Yes.

12 Q. And the first one -- or the first  
13 group was submitted on October 19th, 2000?

14 A. I believe -- yeah, I believe that's  
15 the date.

16 Q. Okay. Do you know how many were in  
17 that first group? How many claims?

18 A. There were three.

19 Q. And on whose behalf are these claims  
20 submitted?

21 A. The Industrial Energy Users of Ohio.

22 Q. So there were three members who  
23 submitted claims, or these were all claims  
24 on behalf of IEU?



1           A.   There were three claims submitted by  
2   IEU.

3           Q.   And do you know how many in total  
4   were ultimately submitted by IEU?

5           A.   Not without going back and referring  
6   to materials.

7           Q.   Were you the person who transmitted  
8   these claims?

9           A.   Yes, I was.

10          Q.   Were they transmitted  
11   electronically?

12          A.   Yes.

13          Q.   And to whom were they transmitted?

14          A.   I don't believe they were  
15   transmitted to an individual.   FirstEnergy  
16   had set up a Web site, which the electronic  
17   materials were uploaded to the Web site.

18          Q.   Okay.   Was this Web site set up by  
19   FirstEnergy Corporation?

20          A.   I don't know who specifically set it  
21   up.

22          Q.   Do you know who the recipient of the  
23   claims was, which company?

24          A.   Can you clarify your question?

1 Q. I'm trying to find out to whom the  
2 claims were submitted. I understand they  
3 were submitted electronically to a Web site.  
4 Were they submitted to FirstEnergy  
5 Corporation?

6 A. They were submitted to the regulated  
7 operating companies of FirstEnergy that were  
8 administering the market support generation  
9 program.

10 Q. Can you tell me who the regulated  
11 operating companies were?

12 A. It's Ohio Edison Company, Cleveland  
13 Electric Illuminating Company, Toledo Edison  
14 Company.

15 Q. I'm sorry, I missed the last one.

16 A. Toledo Edison Company.

17 Q. Where were you when you submitted  
18 these claims electronically?

19 A. They were submitted from my office.

20 Q. Here at 21 East State Street,  
21 Columbus, Ohio?

22 A. Yes.

23 Q. Do you know what a CRES is,  
24 Mr. Murray?

1 A. A CRES is a --

2 MR. SUGARMAN: Just yes or no, if  
3 you know what it is.

4 A. Yeah.

5 BY MR. HARDYMON:

6 Q. Okay. Is it an acronym for  
7 certified retail electricity supplier?

8 A. Some people have used that acronym.

9 Q. Is that how you are familiar with  
10 the term CRES?

11 A. Yes.

12 Q. It is true, is it not, that in order  
13 to receive MSG or to have a claim approved,  
14 the applicant must first be certified as a  
15 CRES by the Public Utilities Commission of  
16 Ohio?

17 MR. SUGARMAN: Objection. To the  
18 extent you have facts that could answer  
19 Mr. Hardymon's question, do so. As  
20 contrasted with an opinion that you would  
21 have to form to answer his question.

22 MR. HARDYMON: I'll withdraw the  
23 question. I'll rephrase it.

24 MR. SUGARMAN: Sure.

1 BY MR. HARDYMON:

2 Q. Can you tell us the identity of  
3 the -- well, I'm sorry.

4 The three claims that were submitted  
5 on behalf of IEU on October 19, 2000,  
6 referring to those, at that point in time  
7 was IEU a certified CRES?

8 A. No.

9 Q. Had IEU applied to the Public  
10 Utilities Commission of Ohio to become a  
11 certified CRES?

12 A. It had applied to the Commission for  
13 certification as an aggregator.

14 Q. Is an aggregator one of the  
15 categories of certified retail electricity  
16 suppliers?

17 A. I would have to review the  
18 Commission's rules, but I would believe  
19 subject to -- subject to check, yes.

20 Q. Is a broker also a CRES, or can a  
21 broker also be a CRES?

22 A. I believe so.

23 Q. And another category of CRES is a  
24 marketer; is that true?

1           A. Again, subject to -- subject to  
2 check, I believe so.

3           Q. Okay. Do you know what, if any,  
4 distinction there is between an aggregator  
5 and a broker?

6           MR. SUGARMAN: Again, I'd object and  
7 just caution you, in answering  
8 Mr. Hardymon's question, to do so based on  
9 factual distinction versus anything you try  
10 to draw up legally or as an opinion.

11           THE WITNESS: Could you repeat the  
12 question.

13 BY MR. HARDYMON:

14           Q. Is there a difference between a  
15 broker and an aggregator?

16           A. I don't have an opinion as to  
17 whether or not there's a difference between  
18 a broker and aggregator.

19           Q. Is there a difference between an  
20 aggregator and a marketer?

21           MR. SUGARMAN: Same objection and  
22 instruction to the witness. You may answer  
23 Mr. Hardymon's question.

24 BY MR. HARDYMON:

1 Q. Do you know if there is, Mr. Murray?

2 A. Again, I think the Commission's  
3 rules use those terms.

4 Q. Are you familiar with the  
5 Commission's rules?

6 A. I have some general familiarity.

7 Q. Did you not make yourself familiar  
8 with those rules as a technical specialist  
9 who was engaged to render services to IEU in  
10 connection with its MSG application?

11 A. I did review the rules in order to  
12 prepare the application.

13 Q. Now, in reviewing those rules, did  
14 you learn whether or not there is any  
15 difference between an aggregator as opposed  
16 to a broker, in terms of CRES certification?

17 MR. SUGARMAN: Let me ask this  
18 clarifying question, David: Are you asking  
19 whether, under the rules, there's a  
20 difference drawn that he's aware of?

21 Here's the general problem I'm  
22 having. And I don't want to impede your  
23 deposition more than is necessary. But he's  
24 clearly here as a fact witness, as you've

1 noticed, and he's not a lawyer. So I don't  
2 know if you're trying to draw legal  
3 distinctions or factual distinctions. And  
4 clearly, as to factual distinctions, he's  
5 going to answer freely to the best of his  
6 knowledge. As to legal distinctions, I  
7 don't think that's fair game for him -- for  
8 this witness at this deposition.

9 MR. HARDYMON: Okay.

10 MR. SUGARMAN: And I don't know if  
11 that's the problem that he's having in  
12 responding. That's the problem I'm having  
13 in listening to the questions.

14 BY MR. HARDYMON:

15 Q. Okay, Mr. Murray, understand I'm not  
16 asking you to bind IEU or this law firm to  
17 your opinion about what a broker or marketer  
18 or aggregator is.

19 My question to you is this: When  
20 you reviewed the rules, in order to provide  
21 assistance to IEU with its MSG application,  
22 as a technical specialist, did you make a  
23 distinction or come to make a distinction in  
24 your mind between a marketer and an

1 aggregator and a broker?

2 MR. SUGARMAN: Same objection. Go  
3 ahead and answer.

4 A. The Public Utilities Commission of  
5 Ohio has different application forms  
6 associated with those categories that you  
7 identified. And the information that you  
8 submit -- that an entity submits to the  
9 PUCO, seeking certification, is not  
10 identical.

11 BY MR. HARDYMON:

12 Q. Okay. Someone made the decision to  
13 submit an application on behalf of IEU as an  
14 aggregator; correct?

15 A. Correct.

16 Q. Who made that decision?

17 A. Would have been -- I don't know.

18 Q. Okay.

19 A. Okay.

20 Q. That's a fair answer.

21 And in your review of the rules and  
22 in your preparation of the MSG claim, you  
23 did not make a distinction in your mind  
24 between broker, aggregator and marketer, you



1 simply completed the form for aggregator?

2 MR. SUGARMAN: Objection.

3 Could you reread the question.

4 (Question read by the reporter.)

5 A. There are, as I indicated, different  
6 forms associated with whether an entity is  
7 seeking certification as one of the three  
8 types of organizations that you had  
9 identified.

10 I'm -- I'm sure that in the course  
11 of preparing the application there was a  
12 review and determination of which  
13 certification was most appropriate for IEU,  
14 based on the types of activities that were  
15 intended to be undertaken.

16 BY MR. HARDYMON:

17 Q. But you didn't do that review  
18 yourself?

19 A. I may have been involved in those  
20 discussions. I don't specifically recall  
21 who made the precise decision on one versus  
22 the other.

23 Q. Okay. In order to be involved in  
24 those discussions, did you educate yourself

1 about the differences under the rules  
2 between being a marketer as opposed to an  
3 aggregator, for example?

4 A. I would have reviewed the  
5 Commission's rules.

6 Q. And do you have an understanding, as  
7 you sit here today, as to what the  
8 differences are between, for example, a  
9 marketer and an aggregator?

10 MR. SUGARMAN: Objection.

11 A. I have not reviewed the Commission's  
12 rules recently, and would need to re-review  
13 those before I could attempt to  
14 intelligently respond to the question.

15 BY MR. HARDYMON:

16 Q. All right, fair enough.

17 MR. SUGARMAN: David, when you get  
18 to a convenient place for a break, it would  
19 be appreciated.

20 MR. HARDYMON: We can break now, if  
21 you'd like. We've been going -- what? -- a  
22 little bit over an hour. Would you like a  
23 break, Mr. Murray?

24 THE WITNESS: It's fine with me.

1 MR. HARDYMON: Why don't we take 10  
2 minutes.

3 MR. SUGARMAN: Thank you.

4 (Recess taken.)

5 BY MR. HARDYMON:

6 Q. Mr. Murray, when did IEU receive  
7 certification from PUCO as an aggregator?

8 A. I don't recall the exact date. But  
9 that is a matter of public record.

10 Q. Do you know if it was before or  
11 after the MSG application was approved?

12 A. Can you clarify your question? MSG  
13 approved --

14 Q. I'm sorry?

15 A. -- by whom?

16 Q. The MSG claim -- beg your pardon.  
17 The MSG claim was approved December of 2000;  
18 is that correct?

19 A. IEU's MSG claim?

20 Q. Yes.

21 A. We were notified in late December  
22 that it -- that a portion of the claim had  
23 been approved.

24 Q. It was on or about December 21st,

1 2000?

2 A. I believe.

3 Q. And that was the first notification  
4 that you received that any portion of IEU's  
5 MSG claim had been approved?

6 A. Yes.

7 Q. Now, at that point in time had IEU  
8 received its certification as an aggregator  
9 from the PUCO?

10 A. Yes.

11 Q. So it was sometime between October  
12 19th and December 21st of the year 2000 that  
13 that certification was received; is that  
14 right?

15 A. Yes. And, as I indicated, the  
16 precise date is a matter of public record.

17 Q. All right.

18 Did IEU complete electronic data  
19 interchange testing in connection with its  
20 MSG claim?

21 A. IEU did not complete the EDI  
22 testing.

23 Q. Did IEU receive written notification  
24 of registration under the terms of the

1 supplier tariffs -- supplier coordination  
2 tariffs? In connection with its MSG claim.

3 A. I'm not sure I understand your  
4 question. I'm not sure what registration  
5 you're referring to.

6 Q. Are you familiar with the electric  
7 generation supplier coordination tariff of  
8 the various FirstEnergy utilities that you  
9 described earlier today?

10 A. Are you referring to their retail  
11 tariff approved by the PUCO?

12 MR. HARDYMON: I'll tell you, let me  
13 ask that this be marked as Exhibit 19.

14 --O--

15 (Deposition Exhibit 19 marked.)

16 --O--

17 BY MR. HARDYMON:

18 Q. You have before you marked as  
19 Exhibit 19 a document that is captioned  
20 "Ohio Edison Company Electric Generation  
21 Supplier Coordination Tariff, Effective:  
22 January 1, 2001"; do you not?

23 A. Correct.

24 Q. Did you -- are you familiar with

1 this document?

2 A. I'm generally familiar with it.

3 Q. Okay. Did you undertake any actions  
4 on behalf of IEU pursuant to this tariff  
5 when you prepared the MSG claim?

6 A. I don't believe this tariff was  
7 effective at the time the claim was being  
8 prepared.

9 Q. Okay. Was there a similar tariff  
10 that was in effect at the time this claim  
11 was being prepared?

12 A. I don't know the precise date; but I  
13 don't believe tariffs had been approved.

14 Q. Let me ask you to turn to --

15 (Brief interruption for a telephone  
16 call.)

17 BY MR. HARDYMON:

18 Q. Mr. Murray, would you please turn to  
19 Page 13 of Exhibit 19, please. On that page  
20 there is a section Roman Numeral V captioned  
21 "Supplier Registration and Participation  
22 Requirements." Do you see that?

23 A. Yes, I do.

24 Q. And did you review a similar section

1 in any tariff in connection with your  
2 efforts to assist IEU in submitting its MSG  
3 claim?

4 A. At the time the claims were being  
5 prepared, there were no such tariffs.

6 Q. And the answer to my question is  
7 then no, you did not review any similar  
8 section of a tariff?

9 A. Not of a tariff.

10 Q. Did you review it in some other  
11 document?

12 A. FirstEnergy had prepared a document  
13 termed a "protocol" for submitting claims  
14 for market support generation.

15 Q. And did that protocol have a similar  
16 listing of requirements for submitting such  
17 claims?

18 A. It had an identification of those  
19 steps necessary to submit a claim for market  
20 support generation.

21 Q. Did those steps include the  
22 requirement that the applicant had to  
23 register with the utility that was to  
24 provide the MSG?

1           A. My memory is I believe they did  
2 identify that. Obviously, I think  
3 FirstEnergy -- I mean, the document is a  
4 public document.

5           Q. Okay. My question then is, did IEU  
6 register pursuant to that requirement the  
7 protocol?

8           A. We submitted registration materials  
9 required under the market support generation  
10 protocol.

11          Q. Okay. And did those registration  
12 materials include credit information for  
13 IEU?

14          A. Registration materials that we  
15 submitted included a copy of the application  
16 for certification, was submitted to the  
17 PUCO.

18          Q. Okay. Did it include evidence of  
19 creditworthiness for IEU?

20          A. The time that claims for market  
21 support generation were being prepared, I do  
22 not believe any of the requirements for that  
23 type of information had been finalized.

24          Q. Is the answer to my question no,



1 then?

2 A. The only materials that were  
3 submitted was a copy of the application for  
4 certification that was pending at the PUCO.

5 Q. Did IEU receive notice of  
6 registration from any FirstEnergy utility?

7 A. What do you mean by -- can you  
8 clarify what you mean by notice?

9 Q. Did IEU receive written confirmation  
10 that its registration had been completed?

11 A. I do not believe so.

12 Q. Did IEU receive notice that its  
13 registration was rejected?

14 A. No.

15 Q. Did IEU receive any information in  
16 response to what it submitted to the  
17 FirstEnergy utilities?

18 A. We received materials necessary  
19 to -- to submit a claim for market support  
20 generation.

21 Q. What materials were those?

22 A. It was a user ID and password to  
23 access a secure Web site to submit an  
24 electronic file associated with a claim for

1 market support generation.

2 Q. Did any FirstEnergy entity ever  
3 notify IEU that its application or  
4 registration application was deficient in  
5 any way?

6 A. We were -- it was identified that  
7 completion of the registration process was  
8 necessary in order to secure approved claim  
9 for market support generation.

10 Q. When did this identification, as you  
11 call it, take place?

12 A. I believe that some of the -- could  
13 you repeat the question again?

14 MR. HARDYMON: Could you read back  
15 his last answer.

16 (Record read by the reporter.)

17 A. I don't recall a specific date.  
18 There were -- there were lots of activities  
19 associated with the roll-out of the market  
20 support generation program.

21 BY MR. HARDYMON:

22 Q. When you say that you received  
23 notice that completion of the registration  
24 process had to take place before the MSG

1 claim could be granted, were you advised of  
2 what further information was required to  
3 complete the registration process?

4 A. The document called the "Market  
5 Support Generation Protocol" identifies what  
6 the requirements are for submitting a claim.

7 Q. I understand that.

8 IEU's claim was submitted on October  
9 19th; correct? Or the first of their  
10 claims.

11 A. First, yes.

12 Q. After October 19th, 2000, did you  
13 receive notification that there was  
14 additional information required of IEU  
15 before its MSG claim could be granted?

16 A. I don't know if we were ever  
17 specifically contacted by anybody  
18 identifying that requirement. I think that  
19 requirement -- I believe that requirement is  
20 identified in the market support generation  
21 protocol.

22 Q. Did IEU submit any additional  
23 information in connection with its MSG  
24 applications beyond that which was submitted

1 on October 19th, 2000? With respect to the  
2 three claims that were submitted on that  
3 date.

4 A. Yes.

5 Q. What additional information was  
6 submitted with respect to those claims?

7 A. We submitted a copy of the PUCO  
8 certification that was issued.

9 Q. Okay. Beyond that, was any  
10 additional information submitted?

11 A. There was specific information  
12 requested by FirstEnergy in the context of  
13 validating the market support generation  
14 claim.

15 Q. Okay. What specific information was  
16 requested?

17 A. The auditor that was involved in  
18 verifying the claim had requested  
19 clarification on a couple of items, such as  
20 specific customer names.

21 Q. The auditor's name was Denise Dinie;  
22 was it not?

23 A. Yes.

24 Q. D-i-n-i-e?

1 A. Yes.

2 Q. She was an employee of Arthur  
3 Andersen; is that correct?

4 A. I believe so.

5 Q. And Arthur Andersen was retained by  
6 FirstEnergy to review IEU's application,  
7 among other things; is that correct?

8 MS. LIEBMAN: Objection.

9 A. I don't have any direct knowledge of  
10 what the arrangements were.

11 BY MR. HARDYMON:

12 Q. You met with Denise Dinie; did you  
13 not?

14 A. She was here in our office.

15 Q. And you met with her personally?

16 A. Yes. I had some contact with her.

17 Q. Okay. And this meeting took place  
18 sometime between October of 1999 and  
19 December of 1999; did it not?

20 A. Yes.

21 Q. Okay. How many times did you meet  
22 with Denise Dinie, in total?

23 A. She was here in our office one day.

24 Q. Was she here for an entire working

1 day?

2 A. She was here for a good portion of a  
3 day.

4 Q. And is it your understanding that  
5 she was here to request clarification of  
6 certain issues in connection with IEU's MSG  
7 application?

8 A. She was here to conduct an audit  
9 associated with -- verify -- verify certain  
10 information submitted by IEU for its MSG  
11 claim.

12 Q. Was one of the areas of her inquiry  
13 the credit arrangement between IEU and  
14 FirstEnergy Services?

15 A. I don't know the scope of what she  
16 was engaged to do.

17 Q. Did she ask you about the credit  
18 arrangement between IEU and FirstEnergy  
19 Services?

20 A. No, she did not.

21 Q. Did she ask you anything?

22 A. Yes. We were asked to provide  
23 verification of certain information.

24 Q. Okay. When you say "we," to whom

1 are you referring?

2 A. IEU-Ohio, the applicant for the  
3 claims.

4 Q. What matters were you asked to  
5 clarify?

6 A. We were asked to provide proof of a  
7 contract.

8 Q. A committed capacity sales contract?

9 A. I don't recall the precise terms.

10 But it was a contract demonstrating an  
11 agreement associated with an end-use  
12 customer on behalf of whom a claim for  
13 market support generation had been  
14 submitted.

15 Q. Anything else?

16 A. She had specific questions while she  
17 was here regarding the identification of  
18 certain customer names, that was one of the  
19 other bits of information that she was  
20 verifying.

21 Q. And did you provide that information  
22 to her?

23 A. If -- if it was available, yes.

24 Q. What types of information did she

1 want about customer names?

2 A. We submitted -- when we submitted  
3 the claims for market support generation for  
4 IEU-Ohio, we -- the claims were submitted in  
5 many cases based upon the name of the  
6 corporate entity that is a member of IEU.

7 Her -- she had information that had  
8 been provided to her by FirstEnergy that  
9 associated a customer name within an account  
10 number. In some cases, the customer name on  
11 a retail account didn't precisely match the  
12 customer name that we had submitted, because  
13 it was a subsidiary corporation or something  
14 like that. And she requested information to  
15 help her clarify that, in fact, the customer  
16 name that we submitted was truly associated  
17 with a given account.

18 Q. All right. Any other areas about  
19 which she requested clarification?

20 A. I believe there are documents that  
21 we produced that identify some of her  
22 questions.

23 Q. Okay. And when you say documents we  
24 produced, you mean in connection with the



1 subpoena for today's deposition?

2 A. Documents -- yes.

3 Q. Can you tell us, please, what  
4 contracts or contract you gave her as proof  
5 of committed capacity sales?

6 A. Can I take a minute to review that?

7 Q. Sure. Take all the time you want.

8 A. We provided her, for her review,  
9 copies of what has been identified as  
10 Exhibit 4.

11 Q. Now, what you gave to Ms. Dinie, was  
12 it in the same form as it appears today in  
13 this deposition exhibit marked as Exhibit 4?

14 A. I believe so.

15 Q. May I see Exhibit 4, please.

16 Mr. Murray, at the time that you met  
17 with Ms. Dinie, had the contract marked as  
18 Exhibit 4 been executed by the parties to  
19 that contract?

20 A. Yes, it -- for those parties for  
21 which it claimed for market support  
22 generation, it had been submitted.

23 Q. And who were the parties for whom  
24 market support generation had been submitted

1 as of your meeting with Ms. Dinie? They  
2 were members of IEU?

3 A. Correct.

4 Q. Attached to Exhibit 4 there is a  
5 document which is captioned "Draft Master  
6 Service Agreement Appendix A"; is there not?

7 A. Yes.

8 Q. Had this master service agreement  
9 been executed as of the date of your meeting  
10 with Ms. Dinie?

11 A. I don't know.

12 Q. Had it been placed in final form so  
13 that it was no longer a draft?

14 A. I don't know.

15 Q. Did Ms. Dinie raise concerns with  
16 you that the IEU member contingent  
17 participation agreement was conditioned upon  
18 an agreement being executed in substantially  
19 similar form to the draft master service  
20 agreement attached to it?

21 A. I don't recall her doing so.

22 Q. You don't recall her ever expressing  
23 those concerns?

24 A. I don't recall.

1           Q. Is it not correct that under the  
2           protocol IEU was required to submit to  
3           FirstEnergy proof of a committed capacity  
4           sales?

5           MR. SUGARMAN: I object to the form  
6           of the question. Go ahead and answer to the  
7           best you can.

8           A. The market support generation  
9           protocol identifies certain requirements  
10          that must be in place to have a valid MSG  
11          claim.

12         BY MR. HARDYMON:

13          Q. Right.

14          A. A contract was one of those  
15          requirements. I believe that is within the  
16          scope of what Mrs. Dinie was sent here to  
17          review.

18          Q. And in the contract was required to  
19          be one reflecting committed capacity sales;  
20          was it not?

21          MR. SUGARMAN: Again, I'll object to  
22          the form of the question, Dave. The  
23          protocol -- my problem is the protocol's in  
24          writing, and it's voluminous. And I've read

1 your complaint and the allegations, and a  
2 lot of what argument is as to facts, and  
3 then what legal conclusions could be drawn  
4 from those facts. And, again, Mr. Murray's  
5 here as a fact witness as opposed to the  
6 ultimate drawing of legal conclusions based  
7 on whatever the facts may be.

8 So I think at least if he were to  
9 have the protocol in front of him, in  
10 answering the questions, that would -- might  
11 expedite this and make me less talkative.

12 BY MR. HARDYMON:

13 Q. Mr. Murray, what is the nature of  
14 the contract to which you just referred as  
15 being a requirement?

16 A. I don't understand your question.

17 Q. Well, a moment ago you indicated  
18 that one of the requirements under the  
19 protocol was that a contract be submitted.  
20 What kind of contract?

21 A. I don't have the protocol in front  
22 of me. I don't believe I indicated that a  
23 contract had to be submitted. My  
24 recollection, again, working from memory

1 here, is the protocol references a  
2 contractual commitment.

3 Q. Okay.

4 A. I, you know, would have to review  
5 the protocol --

6 Q. Okay.

7 A. -- to recitate [sic] precisely what  
8 the words are.

9 Q. Let me hand you what's been  
10 previously marked as Deposition Exhibit B1,  
11 and it is captioned "Protocol for  
12 First-Come-First-Served Claims for Market  
13 Support and Non-Market Support Generation."

14 And for the record, this was  
15 previously attached to a document,  
16 evidently, and it has, in addition to the  
17 Deposition Exhibit B1, the designation  
18 Exhibit A in the upper right-hand corner.

19 Take as much time as you'd like to  
20 look at this, Mr. Murray. But I would  
21 invite your attention to Page 7 out of the  
22 10, and I may have a question for you about  
23 that.

24 Have you looked at it?

1 A. Uh-hmm.

2 MR. SUGARMAN: Say yes.

3 A. Yes.

4 BY MR. HARDYMON:

5 Q. Can you tell us now what contract  
6 you were referring to a moment ago when you  
7 said a contract was a requirement?

8 A. The protocol for market support  
9 generation, on Page 7, reads that as part of  
10 the approval process the company will make a  
11 determination that the supplier has a  
12 contract, or an alternative form of  
13 verification, with the retail customer that  
14 has a duration at least as long as the  
15 duration of the claim for MSG capacity  
16 non-MSG line losses.

17 Q. That's the contract you were  
18 referring to a moment ago?

19 A. That is the requirement in the  
20 protocol for market support generation that  
21 uses the term contract.

22 Q. Okay.

23 And is the document marked today as  
24 Deposition Exhibit Number 4 the contract

1 that IEU submitted to meet that requirement?

2 A. We did not submit any contracts to  
3 meet that requirement.

4 Q. Did Ms. Dinie inquire as to why a  
5 contract had not been submitted?

6 A. We provided copies of those  
7 contracts to Ms. Dinie for her review while  
8 she was here to conduct an audit.

9 Q. Okay. And the contracts that you  
10 provided to her were the ones that are in  
11 the same form, albeit with different  
12 parties, as the one that's marked as  
13 Deposition Exhibit 4; is that true?

14 A. Yes.

15 Q. Mr. Murray, if you need to refer to  
16 this protocol again, just say so, and I'd be  
17 happy to give it back to you.

18 MR. SUGARMAN: There is, for the  
19 record, what appears to be a similar  
20 document in Deposition Exhibit 8.

21 MR. HARDYMON: All right.

22 BY MR. HARDYMON:

23 Q. Mr. Murray, I understand that the  
24 tariff that we looked at a moment ago was

1 not effective as of the date of the IEU MSG  
2 application. My question, however, did IEU  
3 ever register to be a certified supplier  
4 under any of the FirstEnergy operating  
5 company supplier tariffs?

6 A. We have submitted registration  
7 materials to FirstEnergy. Again, the  
8 registration materials that I indicated  
9 before the initial application to the PUCO  
10 to be certified and then an actual copy of  
11 the certification once it was issued.

12 Q. Okay. Only the application and  
13 the -- to the PUCO and the granting of that  
14 application from the PUCO, those are the  
15 only two things that you submitted to the  
16 FirstEnergy utilities; is that true?

17 A. Yes.

18 Q. Okay. And beyond that, IEU did  
19 nothing more with respect to becoming a  
20 certified supplier under the FirstEnergy  
21 operating company supplier tariffs at any  
22 point in time? Is that true?

23 A. We have not submitting -- submitted  
24 any other materials that I am aware of. We



1 have not submitted any other materials.

2 Q. Could you please take a look at  
3 Exhibit 18 again. This is the PUCO  
4 application.

5 And I'll ask you to look at the page  
6 that is captioned "Exhibit C-4, Financial  
7 Arrangements."

8 At the top of the page there is an  
9 indication that IEU has no definitive  
10 financial arrangements to conduct CRES --  
11 all caps, no periods -- as a business  
12 activity. And then it says parenthetically,  
13 for example, guarantees, bank commitments,  
14 and contractual arrangements, credit  
15 agreements; et cetera. Do you see that?

16 A. Yes.

17 Q. Is that still the case today?

18 A. The sentence as drafted references  
19 contractual arrangements -- or contractual  
20 arrangements related to IEU's activities as  
21 an aggregator.

22 Q. Is this statement then inaccurate as  
23 of the time that this application was made?

24 A. The contractual arrangements that I

1 was referring to were some of the  
2 contractual arrangements that have been  
3 produced as exhibits. Some of those  
4 arrangements -- the date on this document is  
5 date stamped at the PUCO September 20th of  
6 2000. Some of those contractual  
7 arrangements may have been in place on or  
8 about that date.

9 Q. And the contractual arrangements to  
10 which you're referring are those that have  
11 been produced as exhibits in this  
12 deposition?

13 A. Yes. And those would be the ones  
14 that were identified as -- as contingent  
15 agreements.

16 Q. That would be Exhibit 4, the member  
17 participation agreement with the attached  
18 master service agreement; is that correct?

19 A. Yes.

20 Q. Okay.

21 A. And, again, I don't have precise  
22 recollection of the exact sequence of dates.

23 Q. Has it always been true, however,  
24 putting aside those contractual

1 arrangements, has it always been true that  
2 IEU did not have, as of the date of this  
3 application, or at any time since, financial  
4 arrangements to conduct CRES as a business  
5 activity in the form of guarantees, bank  
6 commitments, or credit agreements; is that a  
7 true statement?

8 MR. SUGARMAN: Let me caution you,  
9 Kevin, just to your knowledge. Don't  
10 speculate or guess.

11 MR. HARDYMON: To your knowledge.

12 MR. SUGARMAN: Mr. Hardymon doesn't  
13 want that. He wants your knowledge.

14 A. Not to my knowledge.

15 --O--

16 (Deposition Exhibit 20 marked.)

17 --O--

18 BY MR. HARDYMON:

19 Q. Mr. Murray, you have before you a  
20 multipage document that's been marked as  
21 Exhibit 20. Take a moment and look through  
22 that.

23 Have you looked through it? Have  
24 you looked through the document?

1 A. I have skimmed through it rather  
2 quickly; but, yes.

3 Q. The first page appears to be a cover  
4 e-mail from a Mr. Burnell addressed to  
5 supplier support, FirstEnergy Corp.

6 Did you receive this transmission  
7 from Douglas Burnell?

8 A. I believe I received this trans --  
9 this transmission or a very similar  
10 transmission from Mr. Burnell.

11 Q. Okay. And the cover document  
12 transmits with it the FirstEnergy Corp.  
13 market-based rate wholesale power sales  
14 tariff form of service agreement; does it  
15 not?

16 A. That's the identification of the  
17 document.

18 Q. And this is for the sale of market  
19 support generation; correct?

20 A. Yes.

21 Q. Did IEU execute an agreement in this  
22 form?

23 A. I do not have any knowledge of  
24 whether IEU has executed this agreement.

1 Q. What did you do with the form  
2 agreement when you received this  
3 transmission from Mr. Burnell?

4 A. I forwarded the information to  
5 Mr. Randazzo.

6 Q. Do you know if the contract was ever  
7 sent to the chairman or the steering  
8 committee of IEU?

9 A. I do not know.

10 Q. Do you know if IEU ever executed the  
11 agreement?

12 A. I do not know the status of the  
13 document.

14 Q. IEU's claim for MSG was granted on  
15 December 21st of what year? I've forgotten.

16 A. 2000, I believe.

17 Q. 2000. And, thereafter, MSG began to  
18 flow to IEU members; did it not?

19 A. Subsequent to the approval of the  
20 claim, yes.

21 Q. To your knowledge, was there ever an  
22 agreement signed which governs the sale of  
23 that MSG to IEU members?

24 A. I'm not sure I understand your

1 question, specifically, you used the term  
2 govern the sale.

3 Q. Well, Exhibit 20 appears to be a  
4 contract for the sale of market support  
5 generation. If I understand your testimony  
6 correctly, you forwarded this contract to  
7 Mr. Randazzo; correct?

8 MR. SUGARMAN: Which part of that  
9 question did you want him to respond to?

10 MR. HARDYMON: Let me withdraw the  
11 question.

12 BY MR. HARDYMON:

13 Q. It is true that to your knowledge  
14 this contract or one like it has never been  
15 executed by IEU; is that true?

16 A. I have no direct knowledge of  
17 whether the contract has been executed or  
18 has not been executed.

19 Q. Do you have indirect knowledge?

20 A. No, I do not.

21 Q. Has this contract or one like it  
22 been executed by any IEU member?

23 A. I have no direct knowledge of the  
24 actions of specific IEU members.

1           Q.   If it's true that MSG is flowing to  
2   IEU members, do you know whether that is  
3   taking place pursuant to the terms of a  
4   contract?

5           A.   There are contracts associated with  
6   MSG being supplied to IEU members.

7           Q.   Have you brought those contracts  
8   with you today pursuant to the subpoena?

9           A.   You have IEU -- some of the -- the  
10   contracts I am referring to have been  
11   produced, are in the documents that were  
12   produced today.

13          Q.   Are there others that are not  
14   included in those documents?

15          A.   Other...?

16          Q.   Contracts.

17          A.   Not that I am aware of.

18          Q.   All right. Is there an agreement  
19   between a FirstEnergy Corp. utility and IEU  
20   members by which MSG is being supplied, to  
21   your knowledge?

22               MS. LIEBMAN: Would you reread the  
23   question, please.

24               (Question read by the reporter.)

1 MR. SUGARMAN: I think  
2 Mr. Hardymon's question is without regard to  
3 this exhibit.

4 MR. HARDYMON: That's correct. Any  
5 contract.

6 MR. SUGARMAN: Is there any written  
7 agreement or other agreement?

8 MR. HARDYMON: That's correct.

9 MR. SUGARMAN: Is there a contract?

10 MR. HARDYMON: Any agreement.

11 MR. SUGARMAN: Any agreement.

12 A. I'm not aware of the status of  
13 any -- of whether any contracts associated  
14 have been executed.

15 BY MR. HARDYMON:

16 Q. Is it your understanding that the  
17 MSG is being sold by a FirstEnergy utility  
18 to members of IEU?

19 MR. SUGARMAN: Think about the  
20 question. Hold it for a moment.

21 MR. HARDYMON: Take all the time you  
22 want.

23 MR. SUGARMAN: I would like to  
24 confer with Mr. Randazzo.



1 MR. HARDYMON: Take all the time you  
2 want.

3 (Pause in proceedings.)

4 MR. SUGARMAN: Could you reread  
5 that, please.

6 (Question read by the reporter.)

7 A. The MSG that is being provided to  
8 members of IEU is being provided by  
9 IEU-Ohio.

10 BY MR. HARDYMON:

11 Q. All right. Let me go back to the  
12 source of generation and begin there. All  
13 right?

14 The MSG is generated by a  
15 FirstEnergy utility; is that true?

16 A. I don't know what the generating  
17 source is associated with the supply of MSG.

18 Q. Who supplies MSG to IEU members?

19 A. The -- the supply of capacity  
20 associated with the market -- the supply of  
21 electricity associated with the market  
22 support generation program is arranged by  
23 FirstEnergy.

24 Q. FirstEnergy Corporation?

1           A. I'm not familiar with the precise  
2 details of -- of exactly how they're  
3 supplying the program.

4           Q. All right. Let me go to the other  
5 end of the transaction. All right?

6           When the FirstEnergy -- I'm sorry.

7           When the IEU members receive MSG,  
8 they must pay for it; isn't that correct?

9           A. Yes.

10          Q. Okay. From whom do they receive a  
11 bill?

12          A. They receive a bill from the  
13 FirstEnergy operating companies.

14          Q. And that would be Ohio Edison,  
15 Cleveland Electric Illuminating or Toledo  
16 Edison; correct?

17          A. Yes.

18          Q. Okay.

19          A. I don't know if -- I mean, it's from  
20 the --

21           MR. SUGARMAN: Kevin, let me caution  
22 you, that the only thing you should answer  
23 is what you know.

24           THE WITNESS: Okay.

1 MR. SUGARMAN: Not to guess or  
2 speculate in response to Mr. Hardymon's  
3 questions.

4 THE WITNESS: Okay.

5 MR. SUGARMAN: If you don't know,  
6 just tell him that.

7 THE WITNESS: Okay.

8 BY MR. HARDYMON:

9 Q. The bill comes from a First utility  
10 operating company to the IEU member;  
11 correct?

12 A. They receive an invoice from  
13 FirstEnergy operating company.

14 Q. All right. And to whom does the IEU  
15 member remit payment?

16 A. Payment is remitted to the entity  
17 identified on the invoice for -- for  
18 remittal of the payment.

19 Q. And the entity identified on the  
20 invoice is the FirstEnergy operating  
21 utility?

22 A. I would have to look at an invoice  
23 to identify that.

24 Q. Have you never done that?

1 A. I have looked at invoices and --

2 Q. Whose -- whose -- who is the entity  
3 identified on the invoice to whom payment  
4 should be directed, is it a FirstEnergy  
5 operating utility or some other entity?

6 A. I don't know. I would have to look  
7 at an invoice.

8 Q. What role does IEU play in this  
9 process?

10 A. I don't understand your question.

11 Q. Does IEU bill its members for MSG?

12 A. No.

13 Q. Does IEU receive payment from its  
14 members for MSG?

15 A. Payment for MSG is included with the  
16 invoice the customer receives for their  
17 total electric service.

18 Q. And that invoice comes from the  
19 FirstEnergy operating utility; correct?

20 A. I believe so.

21 Q. Would you look at Exhibit 20,  
22 please.

23 And if you would, please turn to the  
24 third page, which is the first page of the

1 form service agreement for MSG.

2 Are you with me?

3 A. I believe so.

4 Q. Okay. Do you know if there is a  
5 certified supplier for the MSG flowing to  
6 IEU members as that term is used in the  
7 first paragraph of this agreement?

8 A. IEU as an aggregator is a  
9 competitive retail electric supplier.

10 Q. I understand that. My question is,  
11 do you know if they're a certified supplier  
12 as that term is used in the first paragraph  
13 of that contract?

14 MR. SUGARMAN: As it relates to  
15 IEU-Ohio?

16 MR. HARDYMON: Yes.

17 MR. SUGARMAN: In the state of Ohio?

18 BY MR. HARDYMON:

19 Q. As it relates to the MSG flowing to  
20 IEU-Ohio. If you don't know, that's okay to  
21 say you don't know.

22 A. Well, IEU is a certified supplier.

23 Q. Is IEU the certified supplier for  
24 IEU members, in terms of the MSG flowing to

1 IEU members?

2 A. You're asking that question in the  
3 context of this document?

4 Q. No. You can put that document away.

5 Do you know who the supplier is for  
6 the MSG flowing to IEU members?

7 A. IEU --

8 MR. SUGARMAN: Let me just caution  
9 you, in answering questions, as opposed to  
10 opinions, to respond factually based upon  
11 your personal knowledge, as opposed to what  
12 may be a defined term of the statute or  
13 rule.

14 A. Now I'm confused.

15 Repeat the question.

16 BY MR. HARDYMON:

17 Q. Do you know if there is a certified  
18 supplier for the IEU flowing -- I'm sorry --  
19 for the MSG flowing to IEU members?

20 A. Yes.

21 Q. Who is it?

22 A. IEU-Ohio.

23 Q. And do you know if IEU-Ohio has  
24 entered into any contractual arrangement

1 with any FirstEnergy utilities in order to  
2 facilitate the provision of MSG to IEU  
3 members?

4 A. I don't have direct knowledge of the  
5 status of any contracts.

6 Q. How is it that IEU supplies MSG to  
7 its members? Mechanically, how does that  
8 work?

9 A. Can you clarify the question? What  
10 do you mean, mechanically?

11 Q. What does IEU do in order to supply  
12 MSG to its members?

13 A. IEU submitted a claim for market  
14 support generation. Once that claim was  
15 reviewed and approved by FirstEnergy, IEU  
16 was notified of the amount of capacity  
17 awarded under the claim. Once that  
18 occurred, accounts were enrolled. And once  
19 the enrollment was complete, those accounts  
20 are being -- are receiving market support  
21 generation.

22 Q. When was that enrollment completed?

23 A. It was completed subsequent to the  
24 notification of approval.

1 Q. Do you know when?

2 A. It was a range of dates. I mean,  
3 there are more than one account involved.

4 Q. Was it completed within a month of  
5 the approval?

6 A. I don't believe it was completed  
7 within a month of the approval.

8 Q. Can you tell us how long it took  
9 after the approval for the process to be  
10 completed?

11 A. The completion of the enrollment  
12 took, I'd say, approximately 60 days.

13 Q. All right. And with the completion  
14 of the enrollment, did IEU's activities, in  
15 connection with supplying MSG, come to an  
16 end?

17 A. No.

18 Q. What other activities do they do?

19 A. There are reporting requirements to  
20 the PUCO that suppliers have to make on a  
21 quarterly basis.

22 Q. And IEU makes those quarterly  
23 reports?

24 A. Yes.



1 Q. Anything else?

2 A. There are quarterly environmental  
3 disclosure notices that are required to be  
4 shipped to customers. Those are supplied.

5 Q. Is there anything else?

6 A. There is payment for market support  
7 generation.

8 Q. And are you saying that IEU makes  
9 those payments?

10 A. Yes.

11 Q. To whom does IEU make the payments?

12 A. They are done by wire transfer to an  
13 account identified by FirstEnergy when it  
14 transmit -- transmits an invoice for market  
15 support generation.

16 Q. The invoice goes from FirstEnergy to  
17 the IEU member; correct?

18 A. Correct.

19 Q. Are you saying that the payment then  
20 goes from IEU's account by wire to the  
21 FirstEnergy utility?

22 A. IEU makes a wire transfer payment  
23 for market support generation.

24 Q. How does IEU know how much to send

1 by wire transfer?

2 A. It's identified in the invoice sent  
3 to IEU by FirstEnergy.

4 Q. Are you saying, then, that IEU gets  
5 an invoice for MSG at the same time that the  
6 IEU member gets the invoice for MSG?

7 A. I am not aware of the precise timing  
8 of when invoices are sent to us as opposed  
9 to particular customers.

10 Q. Okay. But it's true that the  
11 invoices go to IEU as well as to IEU  
12 members?

13 A. Yes.

14 Q. Are the amounts of the invoices  
15 always the same?

16 A. I have no direct knowledge of that.

17 Q. Does IEU provide information to the  
18 FirstEnergy utilities about the rates at  
19 which its members are to be charged?

20 A. That information is provided to  
21 FirstEnergy on behalf of IEU.

22 Q. Who provides it?

23 A. FirstEnergy Services.

24 Q. FirstEnergy Services provides rate

1 information to the FirstEnergy utilities on  
2 behalf of IEU?

3 A. Yes.

4 Q. And that rate information governs  
5 how much IEU members are charged for MSG;  
6 correct?

7 A. Correct.

8 Q. What happens if IEU defaults in  
9 paying the invoices it receives from the  
10 FirstEnergy utility?

11 MR. RANDAZZO: If I could take a  
12 break after he answers this question.

13 A. I believe that the -- some of the  
14 tariffs that were discussed earlier have  
15 provisions associated with defaults. I  
16 don't have the specific terms and conditions  
17 committed to memory.

18 BY MR. HARDYMON:

19 Q. These would be the tariffs of the  
20 FirstEnergy utilities? The supplier  
21 tariffs?

22 A. Yes.

23 MR. SUGARMAN: Can we take a break,  
24 David? Or is there a line you want to

1 finish?

2 MR. HARDYMON: I have two more  
3 questions, if I --

4 MR. RANDAZZO: I want to talk to  
5 Roger. Yeah, I do mind.

6 MR. HARDYMON: Okay. Go ahead.

7 (Recess taken.)

8 BY MR. HARDYMON:

9 Q. A while ago, Mr. Murray, you  
10 indicated that IEU members also receive  
11 invoices for MSG; correct?

12 A. Yes.

13 Q. And what happens if the IEU member  
14 defaults on the invoice that they receive?

15 MR. SUGARMAN: Objection. Tell me  
16 how that's relevant to this proceeding, in  
17 your inquiry of this witness. I'm  
18 specifically referring to your application  
19 to the PUCO on Page 5, directing to it being  
20 unclear whether, at the time of IEU-Ohio's  
21 claims were approved, IEU-OH had the  
22 requisite committed capacity sales as  
23 mandated by the stipulation; and it is also  
24 unclear who is actually selling the MSG to

1 the IEU-Ohio members; the facts surrounding  
2 whether a committed capacity sale agreement  
3 exists; and who will supply the MSG to the  
4 IEU-Ohio members, are essential to the  
5 potential of the creation of stipulated  
6 facts in this proceeding, and that's the  
7 basis upon which the application was made  
8 and upon which, as I understand it, the  
9 subpoena was then issued. And default,  
10 which is an event in the future beyond what  
11 was indicated here, seems to be outside the  
12 scope of the relevancy of your -- of this  
13 witness and your inquiry.

14 MR. HARDYMON: I disagree. I think  
15 questions that have to do with billing go to  
16 the issue of who is selling MSG. And I want  
17 to inquire about the arrangements under  
18 which MSG is provided, billed for, and paid  
19 for.

20 MR. SUGARMAN: Well, he's told you  
21 his knowledge of the terms of billing and  
22 invoice. We, I guess, will continue to  
23 disagree on who pays in default, which was  
24 the specific question, whether it has any

1 relevancy to what happened at the time these  
2 claims were approved.

3 MR. HARDYMON: Okay. Are you going  
4 to let him answer?

5 MR. SUGARMAN: Not as to default.

6 MR. HARDYMON: You've already let  
7 him answer as to default with respect to  
8 IEU. You're just not going to let him  
9 answer what happens if a member defaults?

10 MR. SUGARMAN: I can state I -- I  
11 mean, I've been letting you, I think, have  
12 free rein, and I don't want to go backwards  
13 on that. But I would like to keep it  
14 relevant to what was represented to the  
15 Commission. And I guess we may disagree on  
16 what that scope is. But it will be more  
17 narrow to the things that I've read as  
18 opposed to what's happening now, which is  
19 not the basis upon which this particular  
20 witness was asked to appear and testify  
21 today.

22 MR. HARDYMON: I understand your  
23 objection.

24 MR. SUGARMAN: Okay.

1 MR. HARDYMON: Are you going to  
2 instruct him not to answer?

3 MR. SUGARMAN: Sure.

4 MR. HARDYMON: You have. So we may  
5 continue to disagree on some things.

6 BY MR. HARDYMON:

7 Q. When MSG began flowing to IEU  
8 members, is it true that payment for the MSG  
9 was made both by IEU and by IEU members?

10 A. There are payments associated with  
11 the utilization of MSG that are made both by  
12 IEU and by the IEU members.

13 Q. And IEU and the IEU members get  
14 invoices for the same MSG; correct?

15 A. I'm not sure I understand your  
16 question. Could you explain what you mean  
17 by the same MSG?

18 Q. When a quantity of electric  
19 generation in the form of MSG is delivered  
20 to IEU members, a bill for that quantity is  
21 delivered to both the IEU members who  
22 receive it and to IEU; is that correct?

23 A. Both parties receive a bill.

24 Q. Do both parties pay?

1           A. Both parties remit payment for those  
2 invoices.

3           Q. Is payment remitted to the same  
4 entity?

5           A. I don't know.

6           Q. You don't know if IEU is remitting  
7 payment to an entity different from the  
8 entity to whom the members are?

9           A. Yes.

10           MR. SUGARMAN: Objection. Asked and  
11 answered.

12 BY MR. HARDYMON:

13           Q. Do either IEU or IEU members remit  
14 payment for MSG to FirstEnergy Services?

15           A. I would have to review -- I am not  
16 aware of where payments by IEU members are  
17 remitted. That information is contained on  
18 the specific invoice as sent to that  
19 customer. I would have to review an invoice  
20 to identify the specific corporate entity  
21 within FirstEnergy that is receiving  
22 payments. It's done by wire transfer to an  
23 account.

24           Q. By wire transfer from the member's



1 account to some recipient's account;  
2 correct?

3 A. You used the term member. I'm  
4 confused. Who are you referring to?

5 Q. I only use member because in your  
6 answer you referred to members, I think.

7 MR. HARDYMON: Could you read that  
8 answer back.

9 (Answer read by the reporter.)

10 BY MR. HARDYMON:

11 Q. My question is wire transfer from a  
12 member's account.

13 A. I misspoke in my answer. I don't  
14 believe that invoices to retail customers  
15 are required to be paid by wire transfer.  
16 There isn't -- there is a party to remit  
17 payment to that is identified in that  
18 specific invoice.

19 Q. I missed the last part of that your  
20 answer. I'm sorry?

21 A. There is a party identified in that  
22 invoice that is where you remit payment to.

23 Q. IEU, on the other hand, when it  
24 receives these invoices and remits payment,

1 is required to remit payment by wire  
2 transfer; is that correct?

3 A. Yes.

4 Q. But you don't know to whom that  
5 payment is remitted either?

6 A. I -- I can't -- without reviewing an  
7 invoice, I don't have the specific corporate  
8 entity committed to memory.

9 Q. Is it a FirstEnergy entity?

10 A. It is a FirstEnergy entity.

11 Q. Is it a FirstEnergy operating  
12 company?

13 A. I don't know.

14 Q. And you don't know whether it's  
15 FirstEnergy Services?

16 MR. SUGARMAN: Objection. Asked and  
17 answered.

18 BY MR. HARDYMON:

19 Q. Correct?

20 A. It is remitted to an account  
21 identified for wire transfer.

22 Q. And is the account FirstEnergy  
23 Services' account?

24 MR. SUGARMAN: Objection. Asked and

1 answered.

2 A. I could not answer --

3 MR. SUGARMAN: Repeat your answer.

4 A. Without reviewing an invoice, I  
5 could not identify from memory who the  
6 specific corporate entity associated with a  
7 particular wire transfer account is.

8 BY MR. HARDYMON:

9 Q. How does FirstEnergy Services go  
10 about providing rate information of IEU  
11 customers?

12 A. Rate information is transmitted  
13 through EDI transactions.

14 Q. From whom to whom?

15 A. EDI transactions flow both from --  
16 would you repeat your question?

17 Q. You said the information flows  
18 through EDI transactions. My question is,  
19 where does the information originate and to  
20 whom does it flow?

21 A. And this is in the context of what  
22 specific transactions?

23 Q. Well, I asked you about rate  
24 information.

1           A. Rate -- competitive suppliers can  
2     transmit rate information to the -- to  
3     FirstEnergy through EDI transactions.

4           Q. Competitive suppliers? Is that what  
5     you said? Is FirstEnergy Services a  
6     competitive supplier?

7           MR. SUGARMAN: Objection. Go ahead  
8     and answer the question.

9           A. I believe FirstEnergy Services is  
10    certified as a supplier.

11   BY MR. HARDYMON:

12          Q. What do you mean by a competitive  
13    supplier?

14          MR. SUGARMAN: Objection. To the  
15    extent you can answer based upon your  
16    knowledge of facts as opposed to legal  
17    understanding, respond to Mr. Hardymon's  
18    question. Otherwise, tell him you don't  
19    know the answer.

20   BY MR. HARDYMON:

21          Q. Or based upon the sense in which you  
22    used the phrase in your answer a moment ago.

23          MR. SUGARMAN: Responding to your  
24    question.

1           A.   Commission -- Public Utilities  
2   Commission of Ohio has a certification  
3   requirement for all entities providing  
4   services to retail customers in Ohio.  I  
5   believe FirstEnergy Services has been  
6   certified by the PUCO.

7   BY MR. HARDYMON:

8           Q.   All right.  Are they certified as an  
9   aggregator?

10          A.   I don't know specifically what they  
11   have been certified to provide.

12          Q.   A while ago you indicated that  
13   FirstEnergy Services provides rate  
14   information about IEU's members.  Can you  
15   tell me how FE Services, FirstEnergy  
16   Services, acquires that rate information?

17          A.   We -- IEU provides rate -- has  
18   provided rate information to FirstEnergy  
19   Services.

20          Q.   And then FirstEnergy Services  
21   transmits this rate information to whom?

22          A.   They transmit the rate information  
23   via EDI to whatever entity is receiving EDI  
24   transactions.

1 Q. I understand that EDI is the  
2 methodology. My question is: Who does FE  
3 Services transmit this rate information to?

4 A. I do not have specific knowledge  
5 about the particulars of doing EDI  
6 transactions.

7 Q. Why does IEU provide rate  
8 information to FirstEnergy Services?

9 A. In order to generate invoices.

10 Q. For whom to generate invoices?

11 A. For the customers that are  
12 participating in the aggregation program.

13 Q. MSG is power that's being provided  
14 under the aggregation program?

15 A. Yes.

16 Q. Does FirstEnergy Services generate  
17 the invoices to IEU's members?

18 A. I don't believe they do.

19 Q. Who do you believe generates the  
20 invoices?

21 A. It is some entity within  
22 FirstEnergy.

23 Q. Do you believe that entity generates  
24 the invoices based upon information received

1 from FirstEnergy Services?  
2

3 A. IEU is supplied information from  
4 FirstEnergy Services, supplies the  
5 information to EDI, to whatever entity is  
6 performing the billing.

7 Q. And is the entity that's performing  
8 the billing also the entity that's providing  
9 the MSG to the IEU members?

10 A. I don't know.

11 Q. Is the entity that is performing the  
12 billing also the entity that is generating  
13 the MSG?

14 A. I don't know.

15 Q. Is FirstEnergy Services compensated  
16 for transmitting this information?

17 A. The contracts -- the contract  
18 between IEU and FirstEnergy Services does  
19 provide for compensation associated with  
20 some EDI transactions.

21 Q. Okay. And the contract between IE  
22 and FirstEnergy Services is among the  
23 documents that you brought to the deposi  
24 today; is that correct?

A. Yes.

1 Q. Can you tell me which exhibit it is.

2 A. It is Exhibit 2.

3 Q. May I see Exhibit 2 a moment.

4 Looking at the first paragraph, I  
5 note that the execution date for this  
6 agreement is sometime in January of 2001. I  
7 gather that there are different dates on  
8 which these agreements would have been  
9 executed. If this is among that group that  
10 is -- where there are more than one that is  
11 being signed by different parties.

12 A. I believe I have previously  
13 identified that that document is one in  
14 which there is only a single agreement.

15 Q. And do you know the date on which  
16 this was executed?

17 A. I do not personally know, no.

18 Q. The reason I ask, I bring your  
19 attention to the signature page, it  
20 indicates this agreement was entered into as  
21 of the day and date first written above. Do  
22 you see that?

23 A. I see that.

24 Q. And the date first written above is



1 the blank day of January, 2001. Are you  
2 with me?

3 A. (Witness nods affirmatively.)

4 Q. To your knowledge, was this -- is  
5 there a version or copy of this where this  
6 date was ever filled in?

7 A. I do not know.

8 Q. In your files, you don't have  
9 another one of these where the date was  
10 filled in?

11 MR. SUGARMAN: Do you want to look  
12 and see if we have? That's the one we have,  
13 that's why we produced it.

14 MR. HARDYMON: That's fine.

15 BY MR. HARDYMON:

16 Q. As far as you know, the executed  
17 copy, the executed version of this agreement  
18 is undated?

19 MR. SUGARMAN: Don't speculate,  
20 Kevin.

21 A. I don't know.

22 BY MR. HARDYMON:

23 Q. The aggregation program that's  
24 referred to in the second whereas clause,

1 this deals with the delivery of the MSG to  
2 the IEU member.

3 A. It is not limited to the delivery of  
4 MSG.

5 Q. Okay. But it includes the MSG?

6 A. Yes.

7 Q. The second whereas clause refers to  
8 170 megawatts of MSG. Do you see that  
9 reference?

10 A. My eyes aren't that good anymore.  
11 Yes.

12 Q. Is that the total allotment of MSG  
13 that IEU obtained?

14 A. I would have to review other  
15 documents to verify the precise amount. It  
16 is approximately close.

17 Q. What other documents would you have  
18 to review?

19 A. The -- on FirstEnergy's Web site for  
20 its administration of the market support  
21 generation program, there is a -- basically  
22 I'll call it a database that identifies all  
23 of the specific customer accounts for which  
24 a MSG award has been processed, approved,

1 denied.

2 Q. I see.

3 A. You would have to access that  
4 database and total the numbers associated  
5 with the approved claims.

6 Q. When you say that 170 megawatts is  
7 approximately, or pretty close, I'm sorry, I  
8 don't work in your field. Does that mean  
9 that we should expect a final figure of  
10 somewhere around -- I mean, less than 200,  
11 more than 200? What does approximately  
12 close mean in terms of megawatts?

13 A. If the allocation of MSG was  
14 actually done on an account-by-account basis  
15 would total up to approximately that number,  
16 I mean.

17 Q. Could be a little more, could be a  
18 little less?

19 A. Yeah.

20 Q. Okay. When you say that the  
21 aggregation program includes power other  
22 than MSG, what power are you referring to?

23 A. The contract is not limited to  
24 supply of market support generation.

1 Q. Is the contract contingent upon  
2 market support generation being obtained?

3 A. I would have to review the -- review  
4 the document to determine that.

5 Q. Okay. Well, the aggregation program  
6 that's referred to in the first whereas  
7 clause, did it contemplate that MSG would be  
8 obtained as a precondition to the program  
9 operating?

10 A. I would have to look at the  
11 document.

12 I don't know.

13 Q. When MSG originally flowed to IEU  
14 members, did IEU or its members receive  
15 confirmation notices?

16 A. Which confirmation notices are you  
17 referring to?

18 Q. Confirmation notices under the Ohio  
19 Administrative Code confirming that IEU or  
20 its members were, in fact, receiving this  
21 market generation support power.

22 A. I do not have direct knowledge of  
23 whether all IEU members receive such  
24 notices. Those notices are sent by

1 FirstEnergy.

2 Q. Did any IEU members receive such  
3 notices?

4 A. I'm aware that some did.

5 Q. Okay. Who was the supplier  
6 identified in the notice?

7 A. IEU was identified as the supplier;  
8 the notice is sent to the customer.

9 Q. Are you aware of FirstEnergy  
10 indicating that the initial flow of MSG was  
11 mischaracterized as something other than  
12 MSG?

13 MR. SUGARMAN: Could you read that  
14 back, please.

15 (Question read by the reporter.)

16 A. I have no direct knowledge of what  
17 you're referring to.

18 BY MR. HARDYMON:

19 Q. Okay. Any indirect knowledge of it?

20 A. No.

21 Q. Are you aware of any effort by  
22 FirstEnergy to correct the characterization  
23 of power?

24 A. I don't understand what you mean by

1 your question.

2 Q. We have through testimony through  
3 FirstEnergy that when power -- MSG  
4 originally flowed to IEU members it was  
5 mischaracterized, and that it was corrected  
6 later to indicate that it was indeed MSG.  
7 You have no knowledge of that situation, I  
8 take it?

9 A. I'm not familiar with whatever  
10 testimony from FirstEnergy you're referring  
11 to.

12 Q. Okay. Well, beyond the fact that it  
13 was part of testimony, you're not aware of  
14 that situation having occurred; is that  
15 correct?

16 A. I'm not familiar with the testimony  
17 you're referring to, so I can't answer the  
18 question.

19 Q. You don't recall receiving any  
20 corrected notices from FirstEnergy that  
21 dealt with how MSG was characterized or  
22 mischaracterized?

23 A. Which notices are you referring to?

24 Q. I'm asking if you received any.

1 A. "You" being IEU?

2 Q. You or -- yes. I'm sorry. That's a  
3 good point.

4 Did anyone at IEU, to your  
5 knowledge, receive such notices?

6 A. Are you referring to the  
7 confirmation notices?

8 Q. No. I'm referring to notices that  
9 the MSG had been mischaracterized initially  
10 to IEU members and that characterization was  
11 being corrected. Are you aware of any IEU  
12 members receiving such notices?

13 A. I'm still not understanding your  
14 question, because you're referring at times  
15 to IEU and at times to IEU members.

16 Q. I'm going to try to take it a  
17 step -- my first question is, are you aware  
18 of such notices to IEU members?

19 A. Mischaracterizations?

20 Q. Yes.

21 A. I am aware that the -- there were  
22 some occasions where confirmation notices  
23 sent by FirstEnergy to some IEU members were  
24 erroneous and a second notice had to be sent

1 identifying IEU-Ohio as a generation  
2 supplier.

3 Q. Okay. How were the first notices  
4 erroneous?

5 A. They identified another party as the  
6 supplier.

7 Q. Who did they identify as the  
8 supplier?

9 A. I did not see any of those notices  
10 directly.

11 Q. Okay. Who did they identify as the  
12 supplier? Do you know the answer to that?

13 A. I have been told by other people. I  
14 have no direct knowledge.

15 Q. I understand. What have you been  
16 told?

17 A. I have been told that the notices --  
18 some initial notices identified FirstEnergy  
19 Services as a supplier.

20 Q. Do you know when, approximately,  
21 those notices were sent? The time frame  
22 we're talking about.

23 A. The Commission's rules identified a  
24 specific time line that's required with



1 those notices. It's triggered off of an EDI  
2 enrollment transaction. So I -- it would  
3 have been during a period of time when  
4 enrollments of accounts were transpiring.

5 Q. And I think you testified earlier  
6 that was within 60 days of the December 21st  
7 approval of the MSG?

8 A. I think I said it was approximately  
9 a 60-day period.

10 Q. All right. Do you know who received  
11 these erroneous notices that identified  
12 FirstEnergy Services?

13 A. I can't specifically identify any  
14 specific accounts.

15 Q. Do you know how many there were?

16 A. I -- I don't know.

17 Q. Can you tell us, Mr. Murray, who  
18 submits direct access service requests on  
19 behalf of IEU members?

20 A. FirstEnergy Services.

21 Q. Has that always been the case? At  
22 least since MSG began to flow to IEU  
23 members.

24 A. Yes.

1 Q. Did IEU ever apply to the Public  
2 Utilities Commission to become a CRES other  
3 than an aggregator?

4 A. IEU requested the Commission to  
5 amend its certificate to include the  
6 category of broker.

7 Q. When was that done?

8 A. I don't recall the specific date.  
9 It's a matter of public record.

10 Q. Do you know why that request was  
11 made by IEU?

12 A. The -- sometime after the PUCO began  
13 processing certification requests, began  
14 including certification for power broker.

15 Q. Was that after IEU's CRES  
16 application had already been approved as an  
17 aggregator?

18 A. I'm not -- I can't identify the  
19 specific date when the Commission began  
20 changing the way it processed applications.  
21 It was sometime after the certificate to IEU  
22 was issued.

23 Q. Was it sometime after IEU's MSG  
24 application was approved?

1           A. I don't know. I don't know the date  
2           the Commission --

3           Q. Do you know why IEU wanted an  
4           amendment to broker status?

5           A. I would be speculating on why that  
6           was.

7           Q. You didn't participate in any of the  
8           discussions on that topic?

9           A. I had some general involvement.

10          Q. Did you assist in the preparation of  
11          the application to amend its status from  
12          aggregator to broker?

13          A. I can't recall. I don't believe I  
14          did; but I can't recall.

15          Q. You -- what do you recall of your  
16          involvement in that process?

17          A. I recall it was identified that --  
18          that the Commission had begun -- had begun  
19          issuing certifications that certified  
20          entities as aggregators and brokers.

21          Q. And would that be advantageous to  
22          IEU --

23                 MR. SUGARMAN: Objection.

24                 BY MR. HARDYMON:

1 Q. -- to be certified as a broker?

2 MR. SUGARMAN: Objection. Calls for  
3 an opinion of the witness.

4 A. I don't know.

5 BY MR. HARDYMON:

6 Q. Did you --

7 A. I would be speculating.

8 Q. Did you review that question with  
9 anyone at the time that this amendment to  
10 the application was being prepared?

11 MR. SUGARMAN: Objection. Objection  
12 is to relevancy, in terms -- he's given you  
13 some background. Beyond that, you're  
14 choosing both an opinion question --  
15 testimony to elicit and I believe  
16 information that's way beyond why we're  
17 here.

18 MR. HARDYMON: I --

19 MR. SUGARMAN: You asked opinion  
20 testimony. I'll instruct him not to answer.  
21 That's not the reason we're here.

22 MR. HARDYMON: Let me ask a couple  
23 foundation questions first. If he says  
24 no....

1 MR. SUGARMAN: Beyond what he's  
2 already testified to?

3 MR. HARDYMON: Yes.

4 BY MR. HARDYMON:

5 Q. Mr. Murray, as a technical  
6 specialist in the employ of this law firm,  
7 were you asked to render any input in  
8 connection with the consideration as to  
9 whether an application to amend IEU's status  
10 from aggregator to broker/aggregator ought  
11 to be made?

12 MR. SUGARMAN: Object. Go ahead and  
13 answer.

14 A. I believe I already -- I've already  
15 responded that I don't -- I don't believe I  
16 participated in those discussions. But I  
17 don't recall.

18 BY MR. HARDYMON:

19 Q. Do you know if that application to  
20 amend to broker/aggregator status has been  
21 approved?

22 A. Yes, it has. I -- I don't know  
23 whether your use of the term application is  
24 correct in this context. But what was --

1     what the PUCO did, and the process by which  
2     it did it, is a matter of public record.

3           Q.   Okay.  It's your understanding that  
4     the status of IEU has now been changed to  
5     broker/aggregator as opposed to just  
6     aggregator; is that correct?

7           A.   That's my understanding.

8           Q.   Okay.  Has IEU undertaken any new  
9     activities with respect to the provision of  
10    MSG?

11           MR. SUGARMAN:  Objection.

12    BY MR. HARDYMON:

13           Q.   As a result of its change in status.

14           MR. SUGARMAN:  Objection.  How would  
15     that be relevant to the claims that were  
16     being pursued in the complaint filed?

17           MR. HARDYMON:  I'm trying to  
18     ascertain the manner in which there are  
19     sales of MSG and who is a supplier of MSG.

20           MR. SUGARMAN:  Unless we can  
21     pinpoint a time when that changed, and it  
22     relates back to the time constraints set  
23     forth in your complaint, I would think we're  
24     beyond that scope by any means and manner.

1 MR. HARDYMON: I'm sorry, Roger?

2 MR. SUGARMAN: Unless we can  
3 pinpoint a date, I think we're way beyond  
4 both the allegations of the complaint that  
5 was filed by your clients and the request to  
6 depose Mr. Murray regarding IEU-Ohio, MSG  
7 claims registration and approval process.

8 MR. HARDYMON: I disagree with that.

9 MR. SUGARMAN: Okay.

10 BY MR. HARDYMON:

11 Q. Has anything changed? Has IEU  
12 undertaken any new activities as a result of  
13 being a broker in connection with providing  
14 MSG?

15 MR. SUGARMAN: I'll object and  
16 instruct the witness not to answer absent  
17 the foundation for that question.

18 BY MR. HARDYMON:

19 Q. And you can't provide that  
20 foundation, can you Mr. Murray, you don't  
21 know when this change took place? Is that  
22 right?

23 MR. SUGARMAN: I think the witness  
24 testified it's a matter of public record,

1 easily accessible to both of us.

2 BY MR. HARDYMON:

3 Q. Okay. Mr. Murray, you don't know;  
4 right?

5 A. I don't have the date committed to  
6 memory. As I indicated, it's a matter of  
7 public record.

8 Q. Do you know an approximate time  
9 frame?

10 A. I've indicated that I can't identify  
11 a precise date.

12 MR. SUGARMAN: A quick pit stop here  
13 while you look at the document.

14 MR. HARDYMON: Absolutely. Let's  
15 take 10 minutes.

16 (Recess taken.)

17 (Ms. Kahn and Ms. Migden returned  
18 to the deposition.)

19 BY MR. HARDYMON:

20 Q. Mr. Murray, would you take a look at  
21 Exhibits 3 and 4, please.

22 Mr. Murray, did all of the IEU  
23 members who were to participate in the  
24 aggregation program execute the agreement



1 that is marked as Exhibit 3?

2 A. All of the members who are  
3 participating in the program have executed  
4 this agreement.

5 Q. Okay. Would you look at Exhibit 4,  
6 please. Is the same also true of Exhibit 4?

7 A. All of the members that were  
8 participating at the time that the claim for  
9 MSG was being prepared and submitted  
10 executed these agreements, as well.

11 Q. Okay. I need to follow up.

12 With respect to Exhibit 4, you're  
13 saying that all of them who were to  
14 participate at the time that the MSG claim  
15 was made signed Exhibit 4; is that correct?

16 A. Yes.

17 Q. And would that group be different  
18 from the group who signed Exhibit 3? Or  
19 would they be the same IEU members?

20 A. There are some -- a few exception --  
21 yes, there are -- there are some differences  
22 in the population that --

23 Q. Okay.

24 A. -- signed final agreements.

1 Q. Without asking you to identify from  
2 memory the names of the IEU members who  
3 executed each, can you make a distinction  
4 for us between the groups that signed  
5 Exhibit 3 and the groups that signed  
6 Exhibit 4?

7 A. What -- what type of distinction are  
8 you asking me to make?

9 Q. What's the purpose of Exhibit 3?

10 A. Exhibit 3 is the -- is the agreement  
11 governing the supply of market support  
12 generation for those entities for which a  
13 successful claim was approved.

14 Q. Okay. And -- okay, so Exhibit 3 was  
15 signed by those members who were successful  
16 in getting their MSG claim approved;  
17 correct?

18 A. Yes. It was -- it was executed  
19 after we were notified by FirstEnergy on the  
20 status of the MSG claims.

21 Q. And in contrast, Exhibit 4 was  
22 executed by all of the IEU members who were  
23 going to be applicants in the process; is  
24 that correct?

1           A. It was -- yes. It was executed on  
2           behalf of those members who requested that  
3           we submit -- IEU submit the claim for market  
4           support generation to supply their accounts.

5           Q. Is it true, then, that of the group  
6           of IEU members who executed Exhibit 4, some  
7           of that group did not sign Exhibit 3?

8           A. Yes.

9           Q. But all of the people who signed  
10          Exhibit 3 had also signed Exhibit 4?

11          A. Yes.

12          Q. Okay.

13                 I gather then Exhibit 4 was the only  
14          one that was in existence at the time that  
15          Ms. Dinie paid you a visit sometime in  
16          November of 2000? Is that true?

17          A. I don't know if the other documents  
18          were in existence.

19          Q. Do you know when Exhibit 3 was  
20          prepared?

21          A. Exhibit 3 was prepared -- I don't --  
22          I don't know a precise date. I can -- I can  
23          tell you that it was prepared sometime after  
24          the creation of this document and prior to

1 the point in time that we were notified by  
2 FirstEnergy on the status of the MSG claim.

3 Q. Okay.

4 MR. SUGARMAN: For the record, his  
5 reference to "this document" was Exhibit 4.

6 MR. HARDYMON: Thank you.

7 BY MR. HARDYMON:

8 Q. You've got to help me out here,  
9 Mr. Murray. This is -- Exhibit 3 is another  
10 one of those documents that says it is being  
11 signed as of the day and date first written  
12 above. And I am at a loss to find the date  
13 first written above. Do you know when this  
14 Exhibit 3 was executed?

15 A. The precise date would -- again,  
16 we -- I had indicated previously this is a  
17 form type of agreement, and each  
18 participating IEU member would have executed  
19 individual copies of the agreement. I don't  
20 know offhand the precise dates upon which  
21 time -- the execution occurred. It was  
22 sometime after -- after we were notified by  
23 FirstEnergy on the status of the market  
24 support generation claims.

1 Q. It would have been after December  
2 21st, 2000?

3 MR. RANDAZZO: Could we have the  
4 answer read back, please. And if I might  
5 ask, are we focused on Exhibit 3 now?

6 MR. HARDYMON: Yes.

7 MR. RANDAZZO: I'm sorry.

8 MR. SUGARMAN: Do you still want it  
9 read back?

10 MR. RANDAZZO: No, I'm sorry.

11 BY MR. HARDYMON:

12 Q. My question, was it was after  
13 December 21st, 2000, then?

14 A. I believe so.

15 Q. Okay.

16 How about Exhibit 4? We've got the  
17 same situation, it says on the date first  
18 written above, and I'm not -- I'm not able  
19 to find that.

20 A. What -- what is your specific  
21 question?

22 Q. My question is, can you give us a  
23 range of dates on which Exhibit 4 was  
24 executed by the IEU members?

1           A. It would have been executed prior to  
2 the submission of the claim for market  
3 support generation on October 19th.

4           Q. Okay.

5           MR. RANDAZZO: Those are --

6           MR. HARDYMON: Are these the  
7 originals?

8           MR. RANDAZZO: These are our copies.  
9 I've provided Benita with your copies.

10          MR. HARDYMON: Can I mark this one?

11          MR. RANDAZZO: No.

12          MR. HARDYMON: You know, I don't  
13 need to. I don't need to anyway.

14 BY MR. HARDYMON:

15          Q. Mr. Murray, let me show you what --  
16 a document that was taken from the folder of  
17 public records that you went through at the  
18 beginning of the deposition and identified  
19 for us.

20               One of those documents is a  
21 FirstEnergy EGS credit packet. And I'll put  
22 a copy of that before you now.

23               I believe you testified that IEU did  
24 not submit any credit information in

1 connection with its MSG claim. Is that  
2 right?

3 A. I believe so.

4 Q. Okay. Did you receive this packet?

5 A. It was in our possession, so  
6 obviously -- I guess we obtained it at some  
7 point.

8 Q. Is it --

9 A. I believe when we were identifying  
10 documents, that I identified I think it was  
11 provided at a public workshop conducted by  
12 FirstEnergy.

13 Q. Why is it that you didn't complete  
14 this packet and return it?

15 A. Completion of this packet of  
16 information was not required to submit a  
17 claim for market support generation.

18 Q. How did -- did someone at  
19 FirstEnergy tell you that?

20 A. The requirements for submitting a  
21 claim for market support generation were  
22 identified in the market support generation  
23 protocol document. And I believe much of  
24 the information is also repetitively

1 displayed on FirstEnergy's Web site.

2 Q. Did you ever speak to anybody at  
3 FirstEnergy about whether you ought to  
4 submit this credit information packet?

5 A. I spoke to -- when we were initially  
6 submitting registration -- or compiling  
7 registration materials to submit to  
8 FirstEnergy, I contacted a FirstEnergy  
9 Services number, I believe it's an 800  
10 number, I spoke to a woman to confirm the  
11 information I needed to submit in order to  
12 begin process of submitting for market  
13 support generation. And in -- and confirmed  
14 that we would submit a copy of the pending  
15 application for certification, because that  
16 was the only document of any of the  
17 registration materials that existed in  
18 something close to final form at that point.

19 Q. And then later you submitted the  
20 approval of your CRES application?

21 A. Yes.

22 Q. And that was the extent of what you  
23 submitted?

24 A. That's the extent of the information



1 submitted by IEU-Ohio.

2 MR. HARDYMON: May I have a moment?

3 (Pause in proceedings.)

4 BY MR. HARDYMON:

5 Q. Mr. Murray, would you look at  
6 Exhibit 8B, please.

7 A. 8B?

8 Q. 8B, as in boy.

9 On the first page of that exhibit in  
10 the first paragraph, you will see a serial  
11 listing of agreements, 1, 2 and 3. Are you  
12 with me?

13 A. Yes.

14 Q. Inviting your attention to Item 3,  
15 which is described as, begin quotes,  
16 individual member agreements between FES and  
17 the participating IEU members, end of  
18 quotes, have you produced any of those  
19 agreements pursuant to the subpoena to this  
20 deposition?

21 MR. SUGARMAN: I'm advised, David,  
22 there are no such agreements.

23 MR. HARDYMON: Okay.

24 MR. SUGARMAN: Rather than belabor

1 the point. That's the representation I can  
2 make, if that's agreeable. They don't  
3 exist.

4 MR. HARDYMON: Okay.

5 BY MR. HARDYMON:

6 Q. That's your testimony, as well,  
7 Mr. Murray, these such agreements don't  
8 exist?

9 A. I have no knowledge of such  
10 agreements.

11 Q. Okay.

12 A. This was produced off of our e-mail  
13 records, so....

14 (Pause in proceedings.)

15 BY MR. HARDYMON:

16 Q. Now I'm curious. Why was it -- why  
17 was it necessary -- or why was the contract  
18 that's Exhibit 3 executed? What was it  
19 about the fact that the MSG claim had been  
20 approved that occasioned the preparation and  
21 execution of another contract?

22 A. The -- the -- Exhibit -- Exhibit 4  
23 is the contingent participation that was  
24 contingent upon the success in submitting a

claim for market support generation. There was -- that was a lottery-type process that did not have any guaranteed results. So the first agreement was a contingent agreement as a result of there being a requirement in the market support protocol to have a contractual agreement. The second agreement is an agreement that was executed once the status of an MSG claim associated with any particular IEU members' retail account was determined.

Q. The second agreement, which is Exhibit 3, is the -- is the document that actually controls the sale of the MSG to the IEU members?

A. It's the current agreement between IEU and the member companies that are participating.

Q. For the sale of the MSG?

A. Yes.

MR. HARDYMON: I think those are all the questions that I have of the witness. And I thank you very much, Mr. Murray, for your time today.

1 Sam, I would like to have unredacted  
2 versions of these, and I will enter into any  
3 kind of reasonable confidentiality  
4 agreement, protective order that you would  
5 like, but I would like to have unredacted  
6 copies.

7 MR. SUGARMAN: We'll have to discuss  
8 that and advise you. We're going to proceed  
9 with that.

10 MR. HARDYMON: Okay.

11 MR. SUGARMAN: We'll do it. I know  
12 you would like it expeditiously. We'll get  
13 back with you sometime this week on that,  
14 David.

15 MR. HARDYMON: That would be fine.  
16 That would be fine.

17 MR. SUGARMAN: Do either of other  
18 counsel have questions for the witness?

19 MS. LIEBMAN: No.

20 MR. SUGARMAN: We'll reserve the  
21 right to read the transcript then.

22 --O--

23 Thereupon, the testimony of August  
7, 2001, was concluded at 5:46 p.m.

24 --O--

1 \*Attach to the deposition of:  
2 KEVIN M. MURRAY  
3 Enron Energy Services, et al. v.  
4 FirstEnergy Corp., et al.  
5 Case No. 01-393-EL-CSS

6 STATE OF OHIO:

SS:

7 COUNTY OF \_\_\_\_\_:

8 I, KEVIN M. MURRAY, do hereby  
9 certify that I have read the foregoing  
10 transcript of my deposition given on August  
11 7, 2001; that together with the correction  
12 page attached hereto noting changes in form  
13 or substance, if any, it is true and  
14 correct.

15 \_\_\_\_\_  
16 I do hereby certify that the  
17 foregoing transcript of KEVIN M. MURRAY was  
18 submitted for reading and signing; that  
19 after it was stated to the undersigned  
20 Notary Public that the deponent read and  
21 examined the deposition, the deponent signed  
22 the same in my presence on the \_\_\_\_\_ day of  
23 \_\_\_\_\_, 2001.

24 \_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

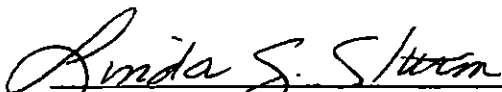
## 1 CERTIFICATE

2 STATE OF OHIO :  
3 COUNTY OF FRANKLIN : SS:

4 I, Linda G. Sturm, RMR/CRR, a  
5 Notary Public in and for the State of Ohio,  
6 duly commissioned and qualified, do hereby  
7 certify that the within-named KEVIN M.  
8 MURRAY was first duly sworn to testify to  
9 the truth, the whole truth, and nothing but  
10 the truth in the cause aforesaid; that the  
11 testimony then given was reduced to  
12 stenotypy in the presence of said witness,  
13 afterwards transcribed; that the foregoing  
14 is a true and correct transcript of the  
15 testimony; and that this deposition was  
16 taken at the time and place in the foregoing  
17 caption specified.

18 I do further certify that I am not  
19 a relative, employee, or attorney of any of  
20 the parties hereto; that I am not a relative  
21 or employee of any attorney or counsel  
22 employed by the parties hereto; that I am  
23 not financially interested in the action;  
24 and further, I am not, nor is the court  
reporting firm with which I am affiliated,  
under contract as defined in Civil Rule  
28(D).

25 In witness whereof, I have  
26 hereunto set my hand and affixed my seal of  
27 office at Columbus, Ohio, on this 10th day  
28 of August, 2001.

29 

30 Linda G. Sturm, RMR/CRR  
31 Notary Public, State of Ohio

32 My commission expires: June 22, 2003

) 01 MAY -9 PM 5:08

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Complaint of  
Enron Energy Services, Inc., et al.,

Complainants,

v.

FirstEnergy Corp., The Cleveland  
Electric Illuminating Company,  
The Toledo Edison Company and  
the Ohio Edison Company  
76 South Main Street  
Akron, Ohio 44308

Respondents.

Case No. 01-393-EL-CSS

PUCO

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**SUBPOENA DUCES TECUM**

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To: Mr. Kevin M. Murray

Business Address:  
McNees Wallace & Nurick  
21 E. State Street  
17<sup>th</sup> Floor  
Columbus, Ohio 43215

Home Address:  
5856 Newbridge Dr.  
Columbus, Ohio 43217

You are hereby required to attend a deposition scheduled by Enron Energy Services, Inc., Peco Energy Company d/b/a Exelon Energy, Strategic Energy, LLC, AES Power Direct, LLC, and MidAmerican Energy Company, parties in the above-captioned case, which will take place on May 15, 2001 commencing at 9:00 a.m. at the offices of Vorys, Sater, Seymour and Pease LLP, 52 E. Gay Street, Columbus, Ohio 43215 to testify under oath as a witness as upon cross-examination.

**EXHIBIT**

5/17/01  
Murray

)

For the purposes of this subpoena *duces tecum*, all relevant terms are defined below:

“Document” or “Documentation” when used herein, means all originals of any nature whatsoever, identical copies, and all non-identical copies thereof, pertaining to any medium upon which intelligence or information is recorded in your possession, custody, or control regardless of where located; including without limiting the generality of the following: punchcards, printout sheets, electronic mail (e-mail) messages, information submitted on web sites, slides, phonographic records, photographs, microfilm, notes, memoranda, ledgers, worksheets, books, notebooks, diaries, calendars, appointment books, registers, charts, tables, papers, agreements, contracts, purchase orders, acknowledgments, invoices, authorizations, budgets, analyses, projections, transcripts, minutes of or notes from meetings of any kind, correspondence, telegrams, drafts, data processing discs or tapes, and computer produced interpretations thereof, instructions, announcements, schedules, price lists, and mechanical or electric sound recordings and transcripts thereof. In all cases, where originals and/or non-identical copies are not available, “document” or “documentation” also means identical copies of original documents and copies of non-identical copies.

“FirstEnergy” means collectively FirstEnergy Corp., the Cleveland Electric Illuminating Corp., Toledo Edison Company and the Ohio Edison Company.

“IEU-OH” means the non-profit corporation and membership organization consisting of energy users having facilities in Ohio on behalf of whom Kevin M. Murray submitted an MSG claim to FirstEnergy, and includes the actions and materials in the possession and control of its officers, employees, agents or other representatives.



)

**“MSG” means market support generation as provided for under the Stipulation and Recommendation (“Stipulation”) and the Supplemental Settlement Materials in CEI’s electric transition plan case.**

**“MSG Allocation” means the allocation of market support generation and non-market support generation under the stipulations executed and approved in the FirstEnergy transition plan cases, PUCO Case No. 99-1212-EL-ETP *et al.***

**“Protocol” means the “Protocol For First-Come-First-Served Claims For Market Support And Non-Market Support Generation.”**

**You are hereby commanded to bring with you the below-mentioned documents relating to the IEU-OH electric aggregation and claims for MSG:**

**(1) All contracts between IEU-OH and its members and/or members of the MSG aggregation group created by IEU-OH that relate to the acquisition of MSG by IEU-OH by or on behalf of such members and aggregation member and all Documents relating to such acquisition of MSG.**

**(2) All Documents pertaining to instructions issued by IEU-OH or any member of IEU-OH relating to the role and responsibility of IEU-OH’s services in connection with MSG Allocation.**

**(3) All Documents pertaining to instructions issued by IEU-OH or any member of IEU-OH to Kevin M. Murray relating to his role and responsibility in connection with MSG Allocation.**

)

(4) All contracts between IEU-OH or its members or its representatives or agents and FirstEnergy or any of FirstEnergy's affiliates that relate to or in any way reference MSG or the acquisition, pricing or supplying of MSG.

(5) All Documents pertaining to the registration of IEU-OH with FirstEnergy to obtain MSG.

(6) All Documents pertaining to the registration of IEU-OH with FirstEnergy to sell electricity to consumers in the FirstEnergy service territory.

(7) All Documents pertaining to discussions or correspondence between IEU-OH and its members or its representatives or agents related to the acquisition of MSG.

(8) All Documents pertaining to discussions or correspondence between IEU-OH, its members or its representatives or agents and FirstEnergy related to the acquisition of MSG.

(9) All Documents between IEU-OH, its members or its representatives or agents and FirstEnergy Services related to MSG.

**MASTER SERVICE AGREEMENT**

**IEU AGGREGATION PROGRAM**

This Master Service Agreement ("Agreement") is made and entered into as of this \_\_\_ day of January, 2001, by and between FirstEnergy Services Corp., ("FES") with a location at 395 Ghent Road, Akron, Ohio 44333, and Industrial Energy Users-Ohio ("IEU-OH"), with its principal offices at 21 East State Street, Suite 1700, Columbus, Ohio 43215.

WHEREAS, IEU-OH has established an aggregation program ("Aggregation Program") designed to assist its members in satisfying their electric power and energy requirements in the competitive electric market authorized by and contemplated in Chapter 4928, Ohio Revised Code.

WHEREAS, IEU-OH has obtained, as an aggregator, 170 megawatts of Market Support Generation for the Market Development Period for the purpose of meeting the power and energy requirements of the Pooled Customers eligible to receive Market Support Generation.

WHEREAS, IEU-OH desires assistance regarding the day-to-day physical and commercial requirements associated with an effective aggregation program.

WHEREAS, FES desires to assist IEU-OH, in its capacity as an aggregator, administer the Aggregation Program for the benefit of IEU-OH and the Pooled Customer with retail electricity loads within the Ohio Edison Company, The Toledo Edison Company, and The Cleveland Electric Illuminating Company (each, a "Utility" or collectively "Utilities") service areas and in such other geographic areas as FES and IEU-OH may subsequently agree.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Definitions.**

(a) **"Pooled Customers" Defined.** "Pooled Customers" shall mean those IEU-OH members which have retail loads in the Utility service areas that are not under special contract as of the date hereof. Special contracts shall be those contracts approved under Section 4905.31, Ohio Revised Code, provided however that Special Arrangement for Economic Development Contracts shall not be considered special contracts. The parties may, by their mutual agreement, expand the definition of Pooled Customers in conjunction with IEU-OH's efforts to meet the services needs of its members in areas outside the Utility service areas. Such expanded definition shall be documented by the execution of an addendum to this Agreement.

(b) **"Market Development Period" Defined.** "Market Development Period" means the period commencing January 1, 2001 and ending December 31, 2005.

(c) **"Market Support Generation" Defined.** "Market Support Generation" means the 1120 megawatts of system level generation made available by the Utilities to non-affiliated marketers, brokers and aggregators for sales to retail customers of each such Utility during the Market Development Period as set forth in the Stipulation and Recommendation, dated April 13, 2000, approved by the Public Utilities Commission of Ohio (the "Stipulation").

2. **Term.** The term of this Agreement shall begin on January 1, 2001 (the "Commencement Date") and shall continue in effect for a ten- (10) year period (the "Term"). It is understood that the commencement date for the services contemplated herein as for individual Pooled Customers or specific accounts of Pooled Customers (the "Accounts") be the beginning of the first billing cycle after the "starting date of competitive retail electric service" as defined in Section 4928.01 (A)(29), Ohio Revised Code, provided that such individual Pooled Customers have finalized agreements and made all arrangements to participate in the Aggregation Program.

2. **Termination.** This Agreement may be terminated

- (a) by the non-defaulting party in the event the other Party is in default of any of its obligations or duties under this Agreement and such defaulting party has not cured or commenced efforts to cure within ten (10) business days of actual notice of its default, or
- (b) immediately by one party if the other party files bankruptcy, goes into compulsory liquidation, or if any party makes an assignment of this Agreement for the benefit of creditors, or
- (c) by FES or IEU-OH, which may cancel this Agreement with respect to all loads served within a Utility's service area as of the same date as the Regulatory Transition Charge ("RTC") ceases for that Utility, provided that FES provides six (6) months' written notice to IEU-OH and each affected Pooled Customer, and provided that such cancellation shall not be effective prior to December 31, 2005. Nothing herein shall operate to preclude FES and IEU-OH from agreeing upon alternate termination provisions as they may relate to the Aggregation Program outside the service areas of the Utilities and such alternate termination provision shall be binding with regard to services related to such other service areas.

4. **Responsibilities of FES.**

- (a) **Services to be Provided by FES.** FES shall, upon IEU-OH's reasonable request, administer the Aggregation Program and provide all such services as IEU-OH may reasonably require to commence and maintain an effective Aggregation Program to meet the purchased electric service requirements of the Pooled Customers. These services shall include, but shall not be limited to:
- (1) functions related to the procurement and flow of power and energy secured directly or indirectly by IEU-OH for the Aggregation Program;
  - (2) management of transmission, distribution and ancillary service capacity or capacities secured directly or indirectly by IEU-OH for the Aggregation Program;
  - (3) all generation, transmission, distribution and ancillary services scheduling, balancing and other activities associated with meeting all the purchased electric requirements of the Pooled Customers;
  - (4) management of forward physical supply and price risks, bill auditing, billing and collection (Utility consolidated billing will be used, provided however that FES may convert Pooled Customers to dual billing on 30 days' notice);
  - (5) provision of working capital required to address leads and lags between expenses and revenues;
  - (6) call center support, pricing, reductions of the transition cost payments otherwise applicable to the Pooled Customers;
  - (7) price and services discovery designed to increase the value of the Aggregation Program;
  - (8) identification and management of beneficial electricity capacity release opportunities;
  - (9) assistance with accessing and interpreting meter data (FES shall reimburse up to one thousand five hundred dollars (\$1,500.00) per each Pooled Customer's account, for the acquisition and installation of interval metering for accounts that are required, by PUCO ruling to be interval metered where interval metering does not currently exist and interval metering would be useful for purposes of the Aggregation Program. Pooled Customers shall be responsible for payment to the Utility for installation of such interval meters, and shall submit paid receipt to FES for reimbursement.);
  - (10) identification of demand side management strategies and implementation plans, management of demand side management programs;
  - (11) such other services as IEU-OH may reasonably request to initiate and maintain an effective Aggregation Program.